

**2016 LODGING TAX SERVICES AGREEMENT  
BETWEEN KITTITAS COUNTY AND THE CITY OF ELLENSBURG**

This Contract, effective August 16, 2016 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and the City of Ellensburg, a Washington municipal corporation ("Contractor").

WHEREAS, the purpose of this Agreement is to provide for Tourism-Related, Small-Scale Municipality-Owned Capital Projects relating to activities and expenditures designed to increase tourism,

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and the Contractor mutually agree as follows:

**Section 1. Scope of Work.**

- a. Contractor shall provide the services and staff described in its **Application for Lodging Tax Funds** submitted to the Lodging Tax Advisory Committee, attached hereto as **Exhibit "A"** which is attached hereto and incorporated herein by this reference.
- b. Except as otherwise specifically provided in this Agreement, Contractor shall furnish the following as required to perform the services, described in Paragraph (a) above, in accordance with this Agreement: Personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed, or required to be performed, by Contractor under this Agreement are collectively referred to herein as "Services."

**Section 2. Payment.**

- a. As full compensation for satisfactory performance of the Contractor's Services, the County agrees to pay Contractor the sum of fifty thousand dollars (\$50,000.00) to be used for capital project- Veteran's Memorial Park Restroom.
- b. Additional payment terms: The County will make payment to the Contractor only on a reimbursement basis, as receipts for any items are submitted to the County, not to exceed the sum of fifty thousand dollars (\$50,000.00) to be used for Veteran's Memorial Park Restroom.
- c. Services/Expenses that are reimbursed must be dated during the 24 (twenty-four) months (or two years) of the date of the Agreement and final date to submit reimbursements requests is August 16, 2018 after this date funds lapse.
- d. Requests for reimbursements must be submitted to:  
Kittitas County Auditor

Attn: Judy Pless  
205 West 5<sup>th</sup> Ave – Suite 105  
Ellensburg, WA 98926  
[auditoraccounting@co.kittitas.wa.us](mailto:auditoraccounting@co.kittitas.wa.us)

- e. Reporting requirements of your events will be required on prescribed forms from the County Auditor.

### **Section 3. Performance by Contractor.**

- a. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of the County. Any such delegation or subcontracting without the County's prior written consent shall be voidable at the County's option.
- b. Contractor shall at all times be an independent contractor and not an agent or representative of the County with regard to performing the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of the County. In no event shall Contractor be authorized to enter into any Agreement or undertaking for or on behalf of the County. It is understood that the Contractor and the Contractor's staff and employees are not employees of the County and are not, therefore, entitled to any benefits provided employees of the County.
- c. Contractor shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the County and applicable to Services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, and orders required to be incorporated into agreements of this character are incorporated into this Agreement by this reference. Contractor agrees to obtain all required licenses and permits, and further agrees to keep them in full force and effect during the term of this Agreement.
- d. The County and the Contractor agree that in fulfilling the terms and conditions of this Agreement neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.
- e. The Services shall at all times be subject to inspection by and approval of the County, but the County's making (or failure or delay in making) such inspection or approval shall not relieve Contractor of its responsibility to perform the Services in accord with this Agreement, notwithstanding the County's knowledge of defective or non-complying performance, or the substantiality or ease of discovering the same. Contractor shall provide the County with sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
- f. This contract is subject to review by any Federal or State auditor. Contractor shall promptly furnish the County or its designee, or such Federal or State auditor with such information related to the Services as may be requested by the applicable governmental entity.

Contractor shall preserve and maintain all financial records and records relating to performance of Services under this Agreement for six (6) years after contract termination. For such duration after the County makes final payment of compensation due hereunder, Contractor shall provide the County access to (and the County shall have the right to examine, audit and copy, with or without notice) all of Contractor's books, documents, papers and records related to the Services or this Agreement.

- g. Contractor understands and acknowledges that Contractor is solely responsible for its own reporting and accounting of all state, federal, social security, and local taxes, of every nature, arising from Contractor's performance of this Agreement. All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with the applicable IRS regulations.

#### **Section 4. Release, Indemnity, and Hold Harmless.**

The County assumes no liability for the Contractor's actions under this Agreement. Contractor releases and shall defend, indemnify, and hold harmless the County, its officers and employees, agents, representatives, attorneys and/or volunteers, from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney fees) which arise or may arise or be alleged to arise out of or by reason of this Agreement including:

- Any fault, negligence, strict liability or product liability of Contractor in connection with the Services for this Agreement;
- Any lien asserted upon any property of the County in connection with the Services for this Agreement;
- Any failure of Contractor, or of the Services, to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; or
- Any breach of or default under this Agreement by Contractor.

#### **Section 5. Compliance with Public Records Law.**

- a. In compliance with Washington's public records law, the County will retain copies of any documents associated with this Agreement, which may be required by law unless legally exempt from such retention, for any applicable legally required retention period.
- b. In the event a public records request is made to the County for documents created in relation to this Agreement, should legal uncertainty arise regarding the disclosability of any documents under federal or state public records laws, the County shall provide notice to Contractor pursuant to Washington's public records act, chapter 42.56 RCW, to allow Contractor to seek a court injunction.
- c. The County specifically shall not be liable to Contractor for the County's release under public records laws of any documents not protected by trademark, copyright or other law.

## **Section 6. Industrial Insurance Waiver.**

With respect to performance of this Agreement and as to any claims against the County, its Additional Insureds, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to Contractor's 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 Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

## **Section 7. Insurance and Endorsements.**

- a. The County may require through a request in writing that the Contractor provide the County with a certificate, binder, or policy of liability insurance, acceptable to the County in an amount specified by the County.
- b. Such liability insurance shall be such as will protect Contractor, its employees, agents and representatives, from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Services or this Agreement, whether such performance is by Contractor or any of its employees, agents or representatives.
- c. Should the County require such liability insurance, the Contractor agrees to provide proof of insurance prior to commencing performance of this Agreement.
- d. Copies of the County's written request and the insurance documents provided by Contractor shall be attached to this Agreement and by this reference will be made part hereof.
- e. Where insurance is requested by the County, all liability insurance policies shall be endorsed to include the County as an Additional Insured and shall stipulate that the insurance afforded by the policies shall be primary insurance, and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the Parties shall be excess and not contributory to any other insurance maintained by the County. Contractor shall furnish the County a certificate of insurance with Endorsement as evidence that the required policies are in full force and effect.

## **Section 8. Termination.**

The County may, by written notice thereof to Contractor, terminate this Agreement as to all or any portion of the Services not yet performed, whether or not Contractor is in breach or default. Upon receiving such notice of termination, Contractor shall, except as otherwise directed by the County, immediately stop performing the Services to the extent specified in the notice. In the event the County terminates the Contractor's Services, the Contractor is obligated and hereby agrees to refund to the County all monies paid for Services not yet rendered by the Contractor, if any, as of the date of the notice of termination.

## **Section 9. Miscellaneous.**

- a. Contractor shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the County's prior written consent.
- b. This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior oral or written communications, proposals, conditions, promises, representations, or understandings regarding the Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement signed by both parties.
- c. Notice for any purpose under this Agreement, except service of process, shall be given by the Contractor to the Kittitas County Commissioners and the Kittitas County Auditor, 205 West 5<sup>th</sup> Ave. Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Contractor shall be given to the Contractor's address provided on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid, certified mail, return receipt requested.
- d. The section and paragraph headings of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.
- e. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f. Contractor warrants to the County that the individual signing on Contractor's behalf has the requisite power and authority to enter into and to perform Contractor's obligations under this Agreement. Contractor further warrants to the County that Contractor has made no misrepresentation or misleading statement in connection with this Agreement, and is not in violation of any applicable law, ordinance, or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement.
- g. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- h. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

**KITTITAS COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_

Chair 7/16/16

  
\_\_\_\_\_

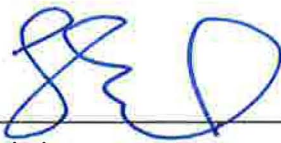
Vice Chair

**CONTRACTOR**

  
\_\_\_\_\_

[Print Name]

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Commissioner

ATTEST:   
\_\_\_\_\_  
Clerk of the Board



APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

501 N ANDERSON, EURENBERG, WA  
[Address]  
(509) 925-8639  
[Telephone]



# APPLICATION FOR LODGING TAX FOR TOURISM-RELATED, SMALL-SCALE MUNICIPALITY-OWNED CAPITAL PROJECTS AND OPERATIONS

## Applicant Information ☒ Capital Project ☐ Operations (Circle One or Both)

Name of Municipality: CITY OF EUGENSBURG

Mailing Address: 501 N ANDERSON

JUN 17 2016

EUGENSBURG, WA 98926

Contact Person and Title: BRAD CASE, PARKS & RECREATION DIRECTOR

Phone: (509) 925-8639

Email: casebecityofeugenburg.org

Project Title: VETERAN MEMORIAL PARK RESTROOM

Project Location: VETERAN MEMORIAL PARK

Funding Request: \$50,000.00

## Application Requirements

- ☐ 1. The project qualifies for lodging tax funds as a capital expenditure of a tourism-related facility owned or operated by a municipality or is supporting the operations of tourism-related facilities owned or operated by a municipality.
- ☐ 2. The municipality has submitted no more than two applications for capital project funding in the current year.
- ☐ 3. The municipality's lodging tax advisory committee (or equivalent) has been informed of the project and endorsed it (not required for Kittitas County). A letter from the municipality is included.
- ☐ 4. Lodging tax capital project funds are not being substituted for other funds that are already secured or applied for (if applicable).
- ☐ 5. Municipality has secured matching funds of at least 50% of the total project costs.
- ☐ 6. A completed project budget is included in the application (if applicable).
- ☐ 7. A detailed 8 1/2 X 11 vicinity map that clearly shows the project is included (if applicable).

## Tourism-Related, Small-Scale Municipality-Owned Capital Project Narrative

1. **Project Description:** Please describe the project in detail. Indicate the major work to be completed, any milestones that need to be overcome in order for the project to move forward, and include a comparison of existing and proposed conditions.
2. **Kittitas County Tourism Infrastructure Plan:** Please explain how the project meets the goals and priorities in the Kittitas County Tourism Infrastructure Plan as adopted. Also, describe the specific county tourism infrastructure needs the project addresses and how the project directly increases tourism. Explain how the improvements will promote tourism in Kittitas County and indicate specifically how the improvements will directly increase economic activity resulting from tourists (see the definition of tourist on page 3 of this application).
3. **Use of Grant Funds:** Please explain exactly how the requested funds will be used. Include an itemized list.
4. **Real Property:** If real property acquisition is a component of the project, please explain. Include any information of property already secured or evidence of the ability to secure the real property.
5. **Capital Assets:** If capital asset acquisition is a component of the project, please explain. Include any bids solicited and received from potential vendors willing to supply the asset. *All capital asset purchases require at least three bids.* If you have already selected one of the bids, please provide justifications in writing.
6. **Coordination:** Please explain how this project has been coordinated with other jurisdictions as well as affected stakeholders. Please include letters of support from stakeholders.
7. **Studies:** Please attach any feasibility or other studies that demonstrate linkages between the proposed project and the anticipated tourism impacts. Also please include your operations/maintenance funding strategy and business plan for long-term project sustainability (how the facility or facilities will be operated and maintained for at least three years following completion).
8. **Project Readiness:** Please provide a detailed project schedule, including milestones necessary for completion as mentioned in question 1 above. On the schedule, indicate items completed and exactly where in the schedule the project is at this time. Be sure to include expected completion date.

9. **Applicant Certification:** Please sign below in agreement with statement of certification.

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package.

I further certify that the application thresholds are met at the time of application.

  
\_\_\_\_\_  
Signature of Official Representative

  
\_\_\_\_\_  
Title

6/17/16  
\_\_\_\_\_  
Date



## **1. Project Description:**

This project calls for the purchase and installation of a flush restroom facility at Veterans Memorial Park. In 2016 the City of Ellensburg updated their 'Park, Recreation, and Open Space Plan'; a component of this process was developing a master plan for Veterans Memorial Park. This master plan, which was adopted by the Ellensburg City Council at their May 16, 2016 meeting, included the addition of a flush restroom facility, located just west of the existing playground area. For years the patrons of Veterans Memorial Park could use the restrooms at the Kittitas Valley Memorial Pool & Fitness Center. A few years ago the operating hours at the pool were reduced, especially weekend hours when the majority of park use; specifically picnic shelter rentals take place. To address this issue the City started to provide a portable restroom facility at the park. Veterans Memorial Park is one of two City neighborhood parks without a flush restroom facility; the City has a total of seven neighborhood parks.

This new restroom will not only serve the patrons of Veterans Memorial Park but will also be open during the annual Kittitas County Fair & Ellensburg Rodeo, as well as other events throughout the year that take place at the Fairgrounds and Veterans Memorial Park, such as the Washington Fly Fishing Fair.

## **2. Kittitas County Tourism Infrastructure Plan:**

This project benefits Kittitas County with their most visible and important tourism event each year, the Kittitas County Fair & Rodeo, with an attendance of 65,000 per year. Each year the County rents approximately 35 portable restrooms for the Fair at a cost of \$18,000.00 per year. The addition of this restroom will reduce the rental cost the county pays each year, in less than 30 years (assuming the rental costs for portable restrooms increases) the County will have recovered their portion of a new restroom at Veterans Memorial Park with the savings from portable restrooms.

The overall level of satisfaction of those traveling to Ellensburg for the Fair increases when we offer better facilities. Improved facilities not only mean better grandstands in the arena, and closer parking, but it can also mean better bathroom facilities. Families with small children would much rather use a flush restroom facility than a portable restroom. Most women would much rather use a flush restroom than a portable restroom.

## **3. Use of Grant Funds:**

The funds would be used to purchase and install a precast flush restroom facility. Precast restrooms are assembled off-site and delivered to the site which has been prepped for the restroom.

## **4. Real Property:**

The restroom would be located within Veterans Memorial Park, a city owned park facility.

**5. Capital Assets:**

All of the City of Ellensburg's newer public restrooms (within the last 15 years) are from CXT, a company based out of Spokane, and purchased off of the Washington State Contract. This allows us to purchase a restroom without going through a competitive bidding process, which expedites the process and reduces cost.

**6. Coordination:**

The addition of a restroom at Veterans Memorial Pool & Fitness Center was discussed as a part of the development of the Veterans Memorial Park master planning effort. Community input for the park plan was gathered through two community meetings and on-line data gathering, which over 450 people participated in.

**7. Studies:**

Operations and maintenance of the restrooms will be the responsibility of the City of Ellensburg Parks & Recreation Department.

**8. Project Readiness:**

This project is shovel ready, the City owns the property, the park master plan, which includes the restroom has been adopted by Council. City staff has applied for matching funds through the Washington Recreation and Conservation Office. Cost estimates for the restroom, including the infrastructure and prep work have already been provided by a landscape architect.

## **Tourism-Related, Small-Scale Municipality-Owned Capital Project Budget**

All applicants for capital project funding must supply a detailed and complete project budget utilizing the following basic format:

### **Funding Sources**

Lodging Tax Funds Request

\*Other Grant Funds

List By Source (indicate if secured or applied)

\*Other Local Government Funds

List By Source

\*Private Funds

List By Source (may include in-kind)

### **Total Available Funding**

### **Project Expenses**

Real Property or "Right-of-Way" Acquisition Cost

Capital Asset Cost

Construction Cost or "Hard" Cost

Include an itemized list of general costs

For example: asset type and cost, site prep, building foundation and structure, mechanical work, finish work, site restoration, electrical work, technology, etc.

Soft Cost

Include an itemized list of soft costs

For example: design fees, construction management fees, survey costs, engineering fees, permitting costs, special inspections, cultural resource surveys, etc.

### **Total Project Costs**

\*Verifying documentation must be provided and attached to this budget. This documentation may include award letters, letters of commitment, or loan approval documentation. You must include this in order to meet the matching funds requirement. If the funding source includes applicant funds, proof of available funding in the form of a letter of commitment from an authorized body or representative of the applicant is adequate.

## **Tourism – Related, Small – Scale Municipality- Owned Capital Project Budget**

### **Funding Sources**

Lodging Tax Funds Request -	\$50,000.00
Other Grant Funds	
Other Local Government Funds -	\$40,000.00
Recreation & Conservation Office – applied for -	\$90,000.00

**Total Available Funding - \$180,000.00**

### **Project Expenses**

#### **Construction Cost or “Hard Costs”**

Bathroom Building -	\$100,000.00
Site Prep -	\$10,094.40

#### **Soft Cost**

Mobilization -	\$15,000.00
Sales Tax -	\$9,200.00
A/E -	\$17,388.00
Contingency -	\$28,317.60

**Total Project Costs - \$180,000.00**

**Recreation and Conservation Office  
Washington Wildlife and Recreation Program (WWRP)  
Application Resolution/Authorization**

Organization Name City of Ellensburg Resolution No. (if applicable) 2016-17

Project Name and Number (s) Veterans Memorial Park Restroom

This form authorizes submitting application(s) for grant funding assistance for Washington Wildlife and Recreation Program (WWRP) project(s) to the Recreation and Conservation Funding Board as provided in Chapter 79A.15 and 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; *[not required for farmland preservation projects]* and

WHEREAS, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of \$90,000 *[choose all that apply: acquisition, facility development or renovation, restoration]*; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, BE IT RESOLVED that:

1. The Brad Case, Parks & Recreation Director *[insert NAME AND TITLE]* is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Brad Case, Parks & Recreation Director *[insert NAME AND TITLE]* to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
4. Our organization expects our matching share of project funding will be derived from Kittitas County Lodging Tax Advisory Committee *[insert your anticipated sources]* and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.
6. *[Acquisition Projects Only]* We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents

will be based upon RCO's standard versions of those documents), to be recorded on the title of the property with the county auditor.

7. *[Acquisition Projects Only]* We acknowledge that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agrees to other restrictions.
8. *[Development, Renovation, and Restoration Projects Only – If your organization owns the property]* We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
9. *[Development, Renovation, and Restoration Projects only – If your organization DOES NOT own the property]* We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least twenty-five (25) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
10. *[Projects located in Water Resources Inventory Areas 1 – 19 and applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, and Urban Wildlife Habitat categories only]* We certify that the project(s) does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310. When completed, the project will not result in water quality degradation in Puget Sound, nor loss of ecosystem process, structure, or functions. The project will meet or exceed all permitting requirements.
11. *[Nonprofit Nature Conservancy Organizations Only]* Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in managing similar types of projects for a minimum of three (3) years. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Recreation and Conservation Funding Board policy.
12. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
13. We provided appropriate opportunity for public comment on this application.
14. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

*[Native American Tribes, Local Governments, and Nonprofit Organizations Only]* This application authorization was adopted by our organization during the meeting held:

Location Ellensburg City Hall Date May 2, 2016

*[All Applicants]* Signed and approved on behalf of the resolving body of the organization by the following authorized representative:

Signed [Signature]

Title Mayor Date 5/2/16

Washington State Attorney General's Office

Approved as to form Brian Toller March 15, 2016

Assistance Attorney General

Date

*You may reproduce this form in your own format; text however may not change.*



## Memorial Park Concept Master Plan

### Legend

- 1 Restroom
- 2 Play Plaza
- 3 Basketball Court (50'x84')
- 4 Ex. Parking, orient stalls @  
90 degrees; 24 stalls +/-
- 5 Relocate Light
- 6 Open Field Play: land-  
scape & irrigation  
restoration
- 7 Picnic Table Pads
- 8 Remodel Shelters &  
Storage Unit
- 9 Trails/Sidewalk
- 10 Park Identification Sign

