

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO: 2016-142

**RESOLUTION TO APPROVE THE 2017 DISTRESSED COUNTY SALES AND USE TAX
INFRASTRUCTURE IMPROVEMENT PROGRAM AGREEMENT WITH THE CITY OF
KITTITAS**

WHEREAS: The 1999 Legislature did pass RCW 82.14.370 Sales and Use Tax for Public Facilities in rural counties; and

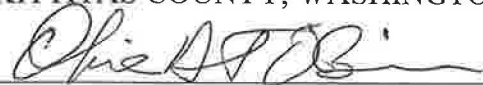
WHEREAS: These funds are for the purpose of financing Public Facilities which are defined as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure or commercial infrastructure and port facilities in the State of Washington; and

WHEREAS: The 2017 Distressed County Sales and Use Tax Infrastructure Improvement Program Agreement with the City of Kittitas has been executed by said entity with funding available January 1, 2017; and

NOW, THEREFORE BE IT RESOLVED: The Kittitas County Board of County Commissioners hereby approves the attached 2017 Distressed County Sales and Use Tax Infrastructure Improvement Program Agreement with the City of Kittitas.


ADOPTED this 1st day of November, 2016.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON


Obie O'Brien, Chairman

Attest:

☒ Clerk of the Board- Julie Kjorsvik


Paul Jewell, Vice-Chairman

☐ Deputy Clerk of the Board- Mandy Buchholz


Laura Osiadacz, Commissioner



**2017 DISTRESSED COUNTY SALES AND USE TAX INFRASTRUCTURE
IMPROVEMENT PROGRAM AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF KITTITAS**

This Contract, dated Nov. 1, 2016 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and THE CITY OF KITTITAS ("Funding Recipient").

WHEREAS, the purpose of this Agreement is to provide for public facility construction and foster economic development opportunities within Kittitas County;

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

Section 1. Scope of Work.

- a. Funding Recipient shall provide the services and staff described in its **Application for Funds** submitted to the Council of Governments, attached hereto as **Exhibit "A"** which is attached hereto and incorporated herein by this reference.
- b. Except as otherwise specifically provided in this Agreement, Funding Recipient 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 Funding Recipient under this Agreement are collectively referred to herein as "Services."

Section 2. Payment.

- a. As full compensation for satisfactory performance of the Funding Recipient Services, the County agrees to pay Funding Recipient the sum of two hundred forty nine thousand one hundred twenty dollars (\$249,120).
- b. Additional payment terms: The County will make payment to the Funding Recipient only on a reimbursement basis, as receipts for any items including marketing and/or advertising are submitted to the County.
- c. Requests for reimbursements must be submitted to:

Kittitas Public Works Finance Director
Attn: Kathy Jurgens
411 North Ruby, – Suite 1
Ellensburg, WA 98926
kathy.jurgens@co.kittitas.wa.us

- d. Reporting requirements of your events will be required on prescribed forms from the Kittitas Public Works Department.

Section 3. Performance by Funding Recipient.

- a. Funding Recipient 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. Funding Recipient shall at all times be an independent Funding Recipient and not an agent or representative of the County with regard to performing the Services. Funding Recipient shall not represent that it is, or hold itself out as, an agent or representative of the County. In no event shall Funding Recipient be authorized to enter into any Agreement or undertaking for or on behalf of the County. It is understood that the Funding Recipient and the Funding Recipient's staff and employees are not employees of the County and are not, therefore, entitled to any benefits provided employees of the County.
- c. Funding Recipient 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). Funding Recipient 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. Funding Recipient 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 Funding Recipient 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 Funding Recipient 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. Funding Recipient 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. Funding Recipient 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. Funding Recipient 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, Funding Recipient shall provide the County access to (and the County shall have the right to examine, audit and copy,

with or without notice) all of Funding Recipient's books, documents, papers and records related to the Services or this Agreement.

- g. Funding Recipient understands and acknowledges that Funding Recipient is solely responsible for its own reporting and accounting of all state, federal, social security, and local taxes, of every nature, arising from Funding Recipient's performance of this Agreement. All compensation received by the Funding Recipient 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 Funding Recipient's actions under this Agreement. Funding Recipient 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 Funding Recipient 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 Funding Recipient, 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 Funding Recipient.

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 Funding Recipient pursuant to Washington's public records act, chapter 42.56 RCW, to allow Funding Recipient to seek a court injunction.
- c. The County specifically shall not be liable to Funding Recipient 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 Funding Recipient expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to Funding Recipient'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 Funding Recipient. **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 Funding Recipient 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 Funding Recipient, 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 Funding Recipient or any of its employees, agents or representatives.
- c. Should the County require such liability insurance, the Funding Recipient 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 Funding Recipient 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. Funding Recipient 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 Funding Recipient, terminate this Agreement as to all or any portion of the Services not yet performed, whether or not Funding Recipient is in breach or default. Upon receiving such notice of termination, Funding Recipient 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 Funding Recipient's Services, the Funding Recipient is obligated and hereby agrees to refund to the County all monies paid for Services not yet rendered by the Funding Recipient, if any, as of the date of the notice of termination.

Section 9. Miscellaneous.

- a. Funding Recipient 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 Funding Recipient, 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 Funding Recipient to the Kittitas County Commissioners and the Kittitas County Public Works Director, 411 North Ruby, Suite 1, Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Funding Recipient shall be given to the Funding Recipient'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. Funding Recipient warrants to the County that the individual signing on Funding Recipient's behalf has the requisite power and authority to enter into and to perform Funding Recipient's obligations under this Agreement. Funding Recipient further warrants to the County that Funding Recipient 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 Funding Recipient'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.

FUNDING RECIPIENT

Oliver A. T. B.

Chair

Chair 

Vice- Chair

Commissioner

Commissioner

MAYOR LOU WHITFORD

Representative

P.O. Box 719 Kittitas Wa 98934

Address

504-968-0220

Telephone



Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DISTRESSED COUNTY SALES AND USE TAX INFRASTRUCTURE IMPROVEMENT PROGRAM APPLICATION

The Distressed County Sales and Use Tax Infrastructure improvement Program supports improvements to infrastructure systems that foster economic development in Kittitas County. The goal is to create economic opportunity through Infrastructure investment.

APPLICANT INFORMATION

Applicant:	City of Kittitas		
Contact Name:	Mayor Lou Whitford		
Address:	207 N Main		
Address:	PO Box 719		
City:	Kittitas	WA Zip:	98934
Telephone:	509-968-0220	FAX:	509-968-0223
E-mail Address:	clerk@cityofkittitas.com		
Project Location:	Main Street - Kittitas	Jurisdiction Population:	1,450
Project Title:	Main Street Lift Station		

APPLICATION THRESHOLDS

Applicant Requirement:

Check-off:

- ☒ 1. The project is improvement to an infrastructure system(s) linked to economic development.
- ☒ 2. A detailed 8 ½ X 11" vicinity map that clearly shows the project is included in the application package.
- ☒ 3. Distressed County funds are not being substituted for other funds that are already secured.
- ☒ 4. The project involves traditional improvements, instead of "non-traditional" improvements eligible for "Enhancement" funding
- ☒ 5. Applicant has submitted only one application this round.
- ☒ 6. The local/regional economic development organization has been informed of the project.

PROJECT BUDGET

Funding Sources	C	P	Preliminary Engineering Phase	Right of Way Phase	Construction Phase	Project Total	Is Funding Secured – Y or N?
Distressed County Funds Requested:			\$ 25,085	\$ 865	\$ 223,170	\$ 249,120	N
\$ 249,120							
Other			\$	\$	\$	\$	
Federal:\$							
			\$	\$	\$	\$	
State:\$							
			\$ 3,915	\$ 135	\$ 34,830	\$ 38,880	Y - Planned
Local Government:\$							
			\$	\$	\$	\$	
Private:\$							
			\$	\$	\$	\$	
*Other:\$							
			\$ 29,000	\$ 1,000	\$ 258,000	\$ 288,000	
Project Total:							
Distressed County Fund Matching Ratio:			% 13.5	% 13.5	% 13.5	% 13.5	

*Please explain other type of Funding: _____

PROJECT NARRATIVE

1. **Project Description:** Describe the scope of work. Indicate the major work involved, including a brief comparison of existing and proposed conditions.

Currently, the City of Kittitas' sewer system cannot provide sewer service to the area south of Railroad Avenue. This area is home to several existing businesses and a large amount of undeveloped land that is prime for development. The water table here is also very high, limiting the use of septic systems. Businesses must store their waste in holding tanks and then have it pumped. This project will construct an 8-inch gravity sewer main and a 2-inch sewer force main serving the area south of Railroad Avenue along Main Street. A lift station will be constructed at the south end of the project to pump the wastewater back up to Railroad Avenue, into the City's existing sewer system. By completing this project, the City will be able to provide sanitary sewer service south of Railroad Avenue, saving businesses from the cost and inconvenience of storing and pumping their wastewater. Please see the attached vicinity map.

2. **Explain the specific Infrastructure issues the project addresses and how they are linked to economic development improvements.**

This project will both retain existing jobs and help to promote development of new jobs. Currently, existing businesses in this area must store their wastewater and pump it. The Massey-Ferguson dealership is considering relocation of their facilities to a new location to avoid this hassle and cost. This project will help retain the 40 jobs in this area. Establishing a gravity sewer main in this area will also promote the development of other businesses south of Railroad Avenue, including the planned Industrial area. This area is regionally important due to a lack of Industrial zoned area available in the County.

3. **Preliminary Engineering Phase:**

Estimated Start Date: Jan. 2017 Estimated End Date: Apr. 2017

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

Work on this specific project has not commenced. The City recently completed a Wastewater Collection System Planning Report that evaluated sewer service in this, and other areas of the City. The Planning Report determined that long term development of the industrial area will require substantial infrastructure improvement to adequately build out the entire area, which would otherwise delay the completion of this project to serve existing businesses.

4. **Right of Way Phase:** Is It Required? Yes X No

Estimated Start Date: Jan. 2017 Estimated End Date: Apr. 2017

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

This phase will be completed in tandem with the engineering phase so that construction will not be delayed due to right-of-way project requirements.

5. Construction Phase:

Estimated Start Date: May 2017 Estimated End Date: Sept. 2017

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

Construction will begin following the completion of the preliminary engineering and right-of-way phases.

6. Indicate if the project is consistent with the following applicable state, regional and local plans and prioritization processes:

- ☐ Overall Economic Development Plan – Officially Adopted _____
- ☒ Comprehensive Land Use Plan – Officially Adopted 2007
- ☒ Capital Facility Plan – Officially Adopted 2007
- ☐ Community Action Plan (or other community-based plan) – Officially Adopted _____
- ☒ Six-Year Transportation Improvement Plan – Officially Adopted Updated 2014
- ☒ Site-specific development plans; e.g., Community Master Plan – Officially Adopted 2012
Sewer Feasibility Study
- ☐ Other _____

7. Explain how this infrastructure project has been coordinated, or will be coordinated with other jurisdictions, such as counties, cities, state/federal agencies, and with economic development organizations during planning, design, financing, construction and/or operation phases.

The City had worked for more than seven years and spent more than \$80,000.00 in legal and administrative fees to expand its southeast UGA. During this process, the City worked with Kittitas County, the Kittitas County Chamber of Commerce, Conference of Government, and the Department of Commerce to identify our adopted UGA. As the recipient of a 2014 COG grant, the City completed a Wastewater Collection System Planning Report to plan the sewer needs for the UGA area to enable economic development in the South Kittitas area. This application is meant to be another "leg of that process" for the purposes of providing City sewer services to existing businesses south of Iron Horse Trail. These businesses provide a substantial number of jobs, and sales tax revenue to the City and have expressed significant interest in remaining at their current locations, dependent upon the City's implementation of delivering sewer service. Providing sewer service will also aid the City with compliance with the Department of Ecology for industrial businesses in these locations.

The City will work with the Department of Ecology and the Department of Health in the planning and construction of this sewer facility.

8. Explain how the infrastructure project will help meet the economic development goals of your community and/or region. If this project is not done, will the anticipated private development still take place?

This infrastructure project will help to meet the economic development goals of the City by both retaining existing jobs and promoting the development of new jobs. If the project is not completed, it is possible that the existing businesses may seek to relocate elsewhere so that they will have access to sanitary sewer services, rather than being forced to store and pump their own wastewater. Additionally, new businesses seeking to locate in Kittitas will favor other locations that already have sewer facilities available.

9. Describe any feasibility or predevelopment studies that demonstrate the linkage between the proposed Distressed County Infrastructure improvements and the anticipated economic outcomes.

Conversations between the City and the business owners in this area have identified the desire for these businesses to remain in Kittitas, their need for sewer service, and their intent to relocate if sewer service cannot be obtained.

10. Indicate if other needed infrastructure (e.g., sewer, water, power) is in place or if there is a plan for getting it in place.

This area has all of the other infrastructure it needs, including water, power, roadway access, and pedestrian facilities, but it lacks the proposed sanitary sewer services. This is the final piece of infrastructure needed in order for existing and future businesses to have access to all necessary services.

11. Indicate the Estimated Number of Businesses Created/Retained by the Project. 5

There are five existing businesses that need these services to be established. Establishing a sewer system in this location will also encourage development of the industrially zoned land south of Railroad Ave.

12. Indicate the Estimated Number of Jobs Created/Retained by the Project. 40

It has been estimated that the existing businesses employ approximately 40 people. Additional jobs will also be created by future businesses that will locate in the service area.

Submit the original application to:

**Kittitas County Department of Public Works
411 N. Ruby, Suite #1
Ellensburg, WA 98926**

Applicant 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 certify that application thresholds are met at the time of application.

Jon Whitford
Signature of Official Representative

6-14-16
Date

Sponsoring Agency (If Applicable)

Signature of Agency Representative

Date

Typed or Printed Name

Date

Associate Economic Development Organization Notification

The organization listed below has received notification of this project as demonstrated by the signature of the organization's representative.

Kittitas County Chamber of Commerce
Name of Organization

Shirley Ann Spurr
Signature of Representative

6/14/16
Date

Kittitas County Department of Public Works Conceptual Approval

Approval of the project feasibility, scope and estimated costs.

Signature of Kittitas County DPW Representative

Date

Typed or Printed Name

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS
DISTRESSED COUNTY INFRASTRUCTURE IMPROVEMENT PROGRAM
APPLICATION DUE DATES
FY 2017

Distressed County Infrastructure Improvement Program, applications are initially due to Kittitas County Department of Public Works for conceptual approval of the infrastructure project. Distressed County Infrastructure Improvement Program applicants are invited to appear at the COG meeting when the project's criterion is reviewed.

APPLICATIONS DUE

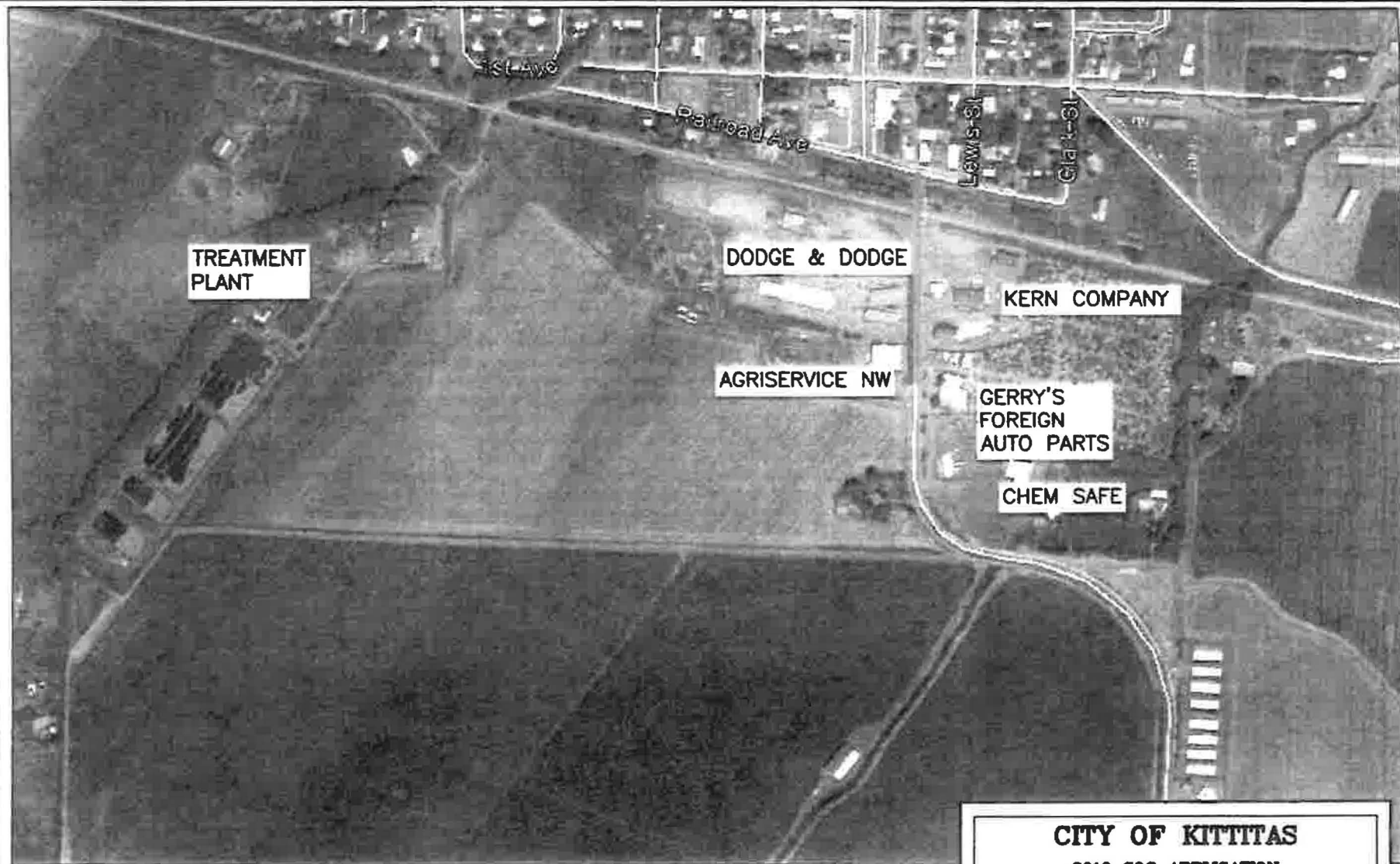
COG MEETING DATES



2017 Application Due Dates

COG Meetings

June 15, 2016.....July 2016 COG SPECIAL MEETING

****Funding available January 1, 2017**



 8-INCH GRAVITY SEWER
 2-INCH FORCE MAIN



1"=APPROXIMATELY 500'

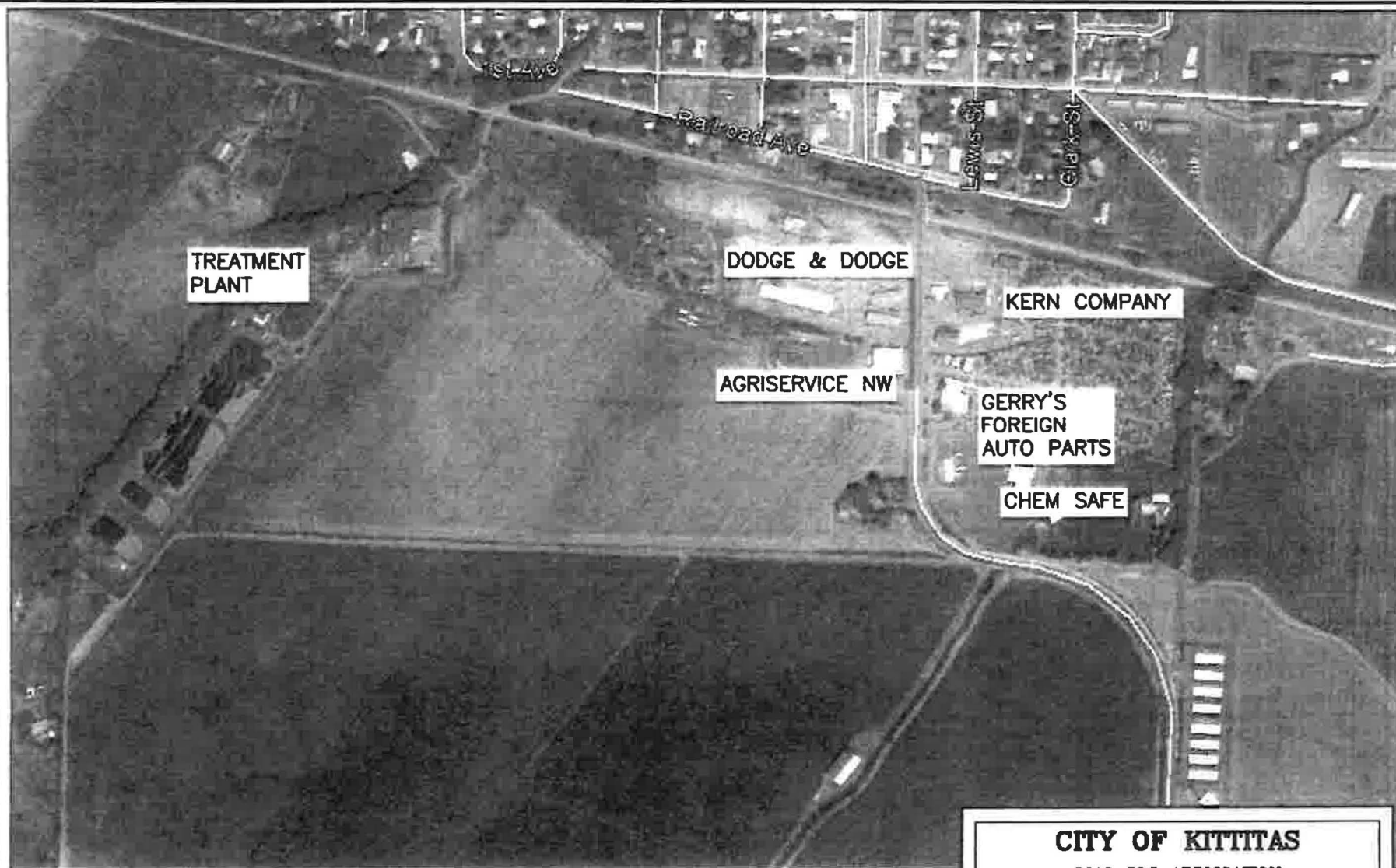
CITY OF KITTTITAS



2016 COG APPLICATION
VICINITY MAP


Gray & Osborne, Inc.
 CONSULTING ENGINEERS

City of Kittitas
Main Street Sewer and Lift Station
Estimated Project Cost
(May 2015 ENR National Construction Cost Index # 10036)

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	LS	\$16,000	\$16,000
2	Trench Excavation and Safety Systems	1	LS	\$3,000	\$3,000
3	8-Inch Gravity Sewer	400	LF	\$50	\$20,000
4	2-Inch Force Main	750	LF	\$20	\$15,000
5	Manholes	1	EA	\$3,000	\$3,000
6	Bank Run Gravel for Trench Backfill	40	CY	\$25	\$1,000
7	Lift Station	1	LS	\$30,000	\$30,000
8	Electrical	1	LS	\$30,000	\$30,000
9	Sewer Service	4	EA	\$10,000	\$40,000
10	HMA Pavement Repair	420	SY	\$50	\$21,000
11	Surface Restoration	1	LS	\$5,000	\$5,000
Subtotal (rounded):					\$184,000
Contingency (15%):					\$28,000
Construction Subtotal:					\$212,000
Sales Tax (8.0%)					\$17,000
Total Construction Cost					\$229,000
Engineering, Legal, and Administration (25%)					\$58,000
Total Estimate Construction Cost					\$287,000
Right-of-Way Acquisition					\$1,000
					\$288,000



 8-INCH GRAVITY SEWER
 2-INCH FORCE MAIN



1"=APPROXIMATELY 500'

CITY OF KITTITAS

2016 COG APPLICATION
VICINITY MAP


Gray & Osborne, Inc.
 CONSULTING ENGINEERS

City of Kittitas
Main Street Sewer and Lift Station
Estimated Project Cost
(May 2015 ENR National Construction Cost Index # 10036)

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