



KITTITAS COUNTY

DEPARTMENT OF PUBLIC WORKS

Water Mitigation Certificate Application for Subdivision Guidelines

- For each Kittitas County Water Mitigation Certificate Application, all components must be present at the time of submittal.
- Please follow the checklists below to ensure you meet the application requirements.
- Please allow up to 10 business days for processing.
- Incomplete applications will not be accepted and will be returned to the applicant. All applicable fees may be non-refundable.

<input type="checkbox"/>	Submit a complete application for each proposed lot, including notarized statement.
<input type="checkbox"/>	If you need information pertaining to your parcel to assist you with the application, please visit the Kittitas County Assessor's website http://taxsifter.co.kittitas.wa.us/Search/Results.aspx to conduct a parcel search.
<input type="checkbox"/>	Attach a full legal description of the parcel. Legal descriptions can be found on the property title. You may request copies at the Kittitas County Auditor's office.
<input type="checkbox"/>	Irrigation affidavit
<input type="checkbox"/>	Water Metering Agreement
<input type="checkbox"/>	Subdivision map with lot numbers labeled
<input type="checkbox"/>	Well log - required if well was drilled after December 2, 2015. If the parcel is eligible for the over the counter program, a well must be drilled prior to mitigation application submittal.
<input type="checkbox"/>	Submit completed application to Kittitas County Public Works. Payment for applicable fees must be in the form of check or cash. Kittitas County Public Works does accept credit cards in the office, but there is a 2.49% charge. Package A cost: \$3,895 Package B cost: \$4,810. 1 st annual metering fee: \$180. At time of application, Package A total cost is: \$4,075.00 Package B total cost is: \$4,990.00 (includes first year of metering)

Kittitas County Water Bank Mitigation Packages:

Package A:

Applicants with access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package A. Includes an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, on condition that the annual average is not exceeded.

Package B:

Applicants without access to outdoor irrigation (as determined by a signed affidavit) will be required to purchase mitigation Package B. Includes an annual average of 275 gallons per day (indoor use only) with 25 Gallons per day (outdoor use) measured at ~500 square feet of lawn/garden. The daily maximum withdrawal allowed on any given day is 900 gallons per day, on condition that the annual average is not exceeded.



KITTITAS COUNTY

DEPARTMENT OF PUBLIC WORKS

WATER MITIGATION CERTIFICATE APPLICATION FOR SUBDIVISION

Application for: ☐ Mitigation Package A \$4,075.00
☐ Mitigation Package B \$4,990.00

Payment Method: ☐ Check _____
☐ Cash
☐ Card

Owner Name: _____

Permit # _____

Mailing Address: _____

Phone Number: _____

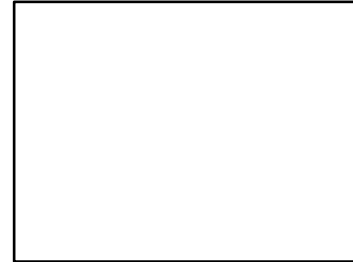
Email Address: _____

Applicant Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____



Date Stamp

Project Specific Parcel Information

Assessor's Parcel #: _____ Map #: _____

Situs Address: _____

Legal description of property (attach additional sheets as necessary): _____

Project Information

Proposed project description: _____

Proposed subdivision name: _____ Proposed # of lots: _____

Is the well part of a public water system? ☐ Yes ☐ No

Please choose **one** of the following:

If Yes, Name of Public Water System: _____

☐ My well was drilled before December 2, 2015

Is the well part of a shared well? ☐ Yes ☐ No

☐ My well was drilled after December 2, 2015

If YES, parcel# where well is located: _____

☐ No well has been drilled

STATEMENTS OF UNDERSTANDING	
<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> Initials	<p>I understand that:</p> <ul style="list-style-type: none"> • Water use on this parcel from the groundwater well with the tag number listed above should not exceed the use described in the package chosen. • Mitigation is for use on the above-mentioned parcel only and is not transferable for use at other locations or for any other uses. • Mitigation for indoor domestic use applies to water for drinking, bathing, sanitary purposes, cooking and laundering. It also includes incidental uses such as washing windows, car washing, cleaning exterior structures, care of household pets, etc. • If package A is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only. The daily maximum withdrawal allowed on any given day is 825 gallons per day, as long as the annual average is not exceeded. • If package B is purchased, then I am limited to an annual average of 275 gallons per day of indoor domestic use only and up to an annual average of 25 gallons per day for outdoor irrigation of up to 500 square feet. The daily maximum withdrawal allowed on any given day is 900 gallons per day, as long as the annual average is not exceeded. • If I am later required to connect to a municipal water source, the mitigation certificate associated with the parcel will be returned to the Kittitas County Water Bank and will be documented on the property title. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed. • Should the short plat expire, this mitigation certificate shall also expire, and the water represented thereby shall automatically revert to the county's bank. In the event of such reversion, all costs associated with the processing and recording of this transaction shall be deducted from the refund of the fee for the water mitigation certificate. • Unless my mitigation certificate is issued under the Kittitas County Water Bank Over the Counter program, it is subject to final issuance/approval from the Washington State Department of Ecology and could therefore be denied. The portion of the fee that covers the cost of water and any work not completed may be refunded minus the cost of any processing efforts completed. • I agree not to plant any trees or shrubs over my septic drain field. • Should I not comply with the statements above and all requirements in Kittitas County Code Title 13.2, enforcement action shall be taken through Kittitas County Code Title 18.
<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> Initials	<p>I have read and understand the statements listed above.</p>
Property Owner Signature: _____ Date: _____	

NOTARIZED STATEMENT

I, _____ (the undersigned applicant) under penalty of perjury in the State of Washington agree to comply with all sections of this document, federal, state, and local provisions, codes, and ordinances in regards to water use. These covenants and agreements shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof. I certify that the information provided is true and accurate and I understand that if the project description should change that it is my responsibility to inform Kittitas County Department of Public Works (KCDPW) and that the department may require different and/or additional requirements. As the applicant, I assume all risk in its entirety and agree to indemnify defend and hold Kittitas County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or reduction in value of property including the loss of use resulting there from which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. As the applicant, I understand that I am legally and financially responsible for ensuring there is a legal right to the water to be used, and that all water supply systems are engineered, designed, and constructed in accordance with federal, state and local requirements. I understand that all applicable fees may be non-refundable and that KCDPW may have additional requirements to ensure that sufficient and adequate water supply is available for use and I shall comply with all requests made by KCDPW. Should I as the property owner choose to use and appoint an authorized agent to represent my interest, I may do so, by having myself and the authorized agent sign this notarized statement.

Signed: _____ Property Owner(s)

Print Name: _____ Property Owner(s)

I, _____ (the property owner) appoint,
_____, as an authorized agent to represent my interest.

Authorized Agent Signature (if applicable): _____ Print Name: _____

Authorized Agent

Authorized Agent

State of Washington)
) ss

County of _____)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _____ day of _____, 20____, personally appeared before me,

_____ who is personally known to me

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____, a creditable witness to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

_____ to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

Notary Public in and for the State of Washington,

Residing in: _____

My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

1) I am the owner of certain real property located in Kittitas County, Washington, with a physical address and/or parcel number of:

Address: _____

☐ The above described property has access to an irrigation water supply for outdoor use (please check one of the boxes below). (Package “A”)

- ☐ Adequate water right for irrigation purposes
- ☐ Accessible water shares from an irrigation district
- ☐ Previously established beneficial use under permit exemption for irrigation purposes up to one half acre

☐ The above described property does not have access to an irrigation water supply for outdoor use (please check one of the boxes below). (Package “B”)

- ☐ No water rights for irrigation purposes available
- ☐ No access to water rights for irrigation purposes

EXECUTED this ____ day of _____, 20____ at _____, Washington.

SUBSCRIBED and SWORN to (or affirmed) before me this ____ day of _____, 20____.

My commission expires: _____

FOR OFFICIAL USE ONLY	
<u>Review of Application</u>	Tracking #: _____
Application is complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Full legal description attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Metering agreement attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Irrigation affidavit attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If well drilled after December 2, 2015, well log included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Individual Well Site Review construction requirements met?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Applicant Notified?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Notification date: _____ Notification via: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Phone	
<u>Evaluation Notes:</u>	
Date: _____ Notes: _____	
Date: _____ Notes: _____	
<u>Final Evaluation:</u>	
REVIEWER: _____ APPROVAL DATE: _____	
<input type="checkbox"/> Water Mitigation Package A Cost: \$3895 <input type="checkbox"/> Water Mitigation Package B Cost: \$4810 <input type="checkbox"/> Water Metering 1st year Cost: \$180	
Total Fee Due: \$ _____ Receipt #: _____	

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Name: _____

Address: _____

(Space above this line is for Recorder's Use)

KITTITAS COUNTY WATER METERING AGREEMENT

This Water Metering Agreement (the "Agreement") is made and entered into by and between _____ (the "Owner") and the County of Kittitas, a municipal corporation of the State of Washington acting by and through the Kittitas County Public Works Department (the "County"), sometimes referred to herein jointly as "Parties" or individually as "Party".

Recitals

WHEREAS, Owner is the owner of, or has an interest in, certain real property (the "Property") located in Kittitas County, Washington, with a parcel number and/or address of:

Parcel Number: _____

Address: _____

and as more fully described on the attached Exhibit "A" and incorporated by this reference; and

WHEREAS, Owner intends to extract groundwater from a mitigated well or wells (the "well") located on the property; and

WHEREAS, the parties desire to provide for the metering of each well through the installation of a water-measurement device or devices (the "water meter") to measure the Owner's mitigated water usage; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Purchase and Installation.** Owner shall install a water meter in accordance with the County's requirements for the Kittitas County Mitigation and Metering Program, including but not limited to, Kittitas County Code ("KCC") 13.40.030.

2. **Installation Cost Reimbursement.** Owners may submit an invoice requesting reimbursement for the costs associated with installation of the water meter provided by the County. Installation costs include either the fees paid for professional installation or the fees associated with self-installation for required parts. For one water meter per residence, the County will reimburse for installation costs up to \$750.00 for either the professional installation costs or the costs for the applicable parts purchased specific to the installation for self-installers upon written proof of such costs. Time and labor fees associated with self-installation are non-reimbursable. Invoices should be submitted before the time of the water meter final inspection and should include any applicable supporting documentation, such as, receipts and invoices from a professional. The County holds the right to verify all invoices and suspect/fraudulent invoices will be turned over to law enforcement for investigation and possible criminal charges.
3. **Repair and Maintenance.** Owner shall be responsible for the cost of any and all maintenance, repair, or replacement of the water meter necessary to ensure proper water meter functionality. Owner shall notify the County if the water meter becomes damaged or requires replacement. In the event that Owner fails to ensure proper water meter functionality, the County shall perform the necessary maintenance, repair, or replacement of the water meter at the cost of the Owner.
4. **Water Meter Reading.** The County shall monitor and analyze water usage data at least once during each of the following months: March, July, August, September, and October.
5. **Ingress and Egress.** Owner hereby grants to the County or designee an irrevocable license for ingress and egress across the property, and shall make provision for access to the property by County personnel, for the purpose monitoring and analyzing water usage data from each water meter on the property, performing maintenance, repair, or replacement of the water meter, and ensuring compliance with the terms of this agreement.
6. **Site Conditions.** Owner shall maintain the property in a manner to allow safe, reasonable access by County personnel to all water meters with or without prior notice, during regular County business hours, or at any time in the case of emergency.
7. **Billing.** The County shall provide to Owner a billing statement for payment of fees set by the Kittitas County fee schedule.
8. **Unpaid Fees.** Owner understands and agrees payments not received within 30 days of the due date shall be delinquent and may incur a late fee of up to 12% per annum. Failure to pay may result in legal action and the imposition of civil penalties.
9. **No By-Pass.** Owner shall not by-pass the water meter or take any action which would affect the accuracy of the domestic use water meter readings or the proper functionality of the water meter.
10. **Non-Compliance.** Failure to comply with the terms of this agreement may result in legal action and the imposition of civil penalties.

- 11. Data Collected.** Owner agrees that the County shall have the right to collect, monitor, analyze, and disseminate data on mitigated water usage for the purposes of evaluation and analysis. Mitigation and metering data will be provided to the Washington State Department of Ecology and the Water Transfer Working Group.
- 12. Agreement as Covenant Running With the Land.** This Agreement and the covenants contained herein shall be construed as running with the land, and shall be fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this agreement.
- 13. Recording.** Upon execution by the parties, Owner shall cause this agreement to be recorded in the real property records of the office of the Kittitas County Auditor.
- 14. Indemnity.** The Owner agrees to and shall defend, indemnify and hold harmless the County, its successors and assigns, appointed and elective officers, agents 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 successors and assigns, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, damage to the property, including loss of use thereof, the water meter, other property damage or harms for which recovery of damages is sought by any person or persons whether such injury to persons or damage to property is due to the negligence of the Owner, its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the harmless the County, its successors and assigns, appointed or elected officials, agents, or employees.
- 15. Notices.** All notices, requests, demands, correspondence, and other communications to the respective parties of this Agreement shall be in writing and shall be deemed to have been duly given on the date personally served or within three (3) days after the date of mailing, if mailed, by first-class mail, registered or certified, and addressed to the address set forth below:

For the County: Kittitas County Public Works
Attn: Water Metering Program
411 N Ruby St., Suite 1
Ellensburg, WA 98926

For the Owner: _____

- 16. Legal Compliance.** The Owner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to, KCC Title 13.
- 17. Severability.** 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 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.
- 18. Entire Agreement.** This agreement, including the recitals, section headings, and attached exhibit constitutes the entire agreement of the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 19. Amendment.** No modification, change of terms, or amendment of this agreement shall bind either party unless in writing and signed by both parties.
- 20. Assignment.** No portion of this agreement may be assigned to any other individual, firm or entity without the express and prior written approval of the County.
- 21. Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
- 22. Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This agreement shall be governed by the law of the State of Washington.
- IN WITNESS WHEREOF,** the parties have executed this agreement on the following two (2) signature pages on the dates as indicated, and hereby acknowledge that the parties have read this agreement, understand it, and agree to be bound by its terms and conditions.

FOR THE COUNTY

Dated: _____

Water Metering Agreement - Page 5 of 7

FOR THE OWNER

Printed Name

Dated: _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Subscribed and sworn/affirmed to before me this this ____ day of _____, 20__.

Notary Public in and for the State of Washington

Residing at

EXHIBIT “A”

REAL PROPERTY DESCRIPTION