

CITY OF ELLENSBURG
AGENDA
Council Conference
Thursday, March 17, 2022
3:30 PM - Utility Advisory Committee

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

- 3.A Approve minutes - February 17th, 2022 regular meeting minutes
[UAC Minutes 2-17-22.docx](#)

4. APPROVAL OF CONSENT AGENDA Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

- 4.A [2021-2023 Biennial Stormwater Capacity Grant](#)
[2021-2023 Stormwater Capacity Grant Agreement.pdf](#)

- 4.B [Bid Award - Cured-In-Place Sewer Line Rehabilitation Bid Call #2022-05](#)

- 4.C [Bid Call 2021-14 Dolarway Substation Power Transformer](#)

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS Time is set aside each meeting to allow citizens to address the Utility Advisory Committee on city utility issues that are not on the agenda. Please limit remarks to three minutes. The Committee will not take action when the issue is first raised, but may place the issue on a future agenda. Citizen comment on items on the agenda is also welcome. Please let the chair know you wish to speak and then wait to be recognized.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

- 6.A Telecommunications Issues and Updates
[UAC March 2022 - Telecom Issues & Updates.docx](#)

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

- 7.A [Public Forum to Establish Water Use Efficiency Goals](#)
[WUE Program-App E](#)

8. INFORMATIONAL ITEMS

- 8.A [Carbon Monoxide Detectors](#)

8.B Late Payments - Verbal Report

8.C [Sustainable Energy Scope Planning Discussion](#)

8.D Public Works & Utilities Issues and Updates

[UAC March 2022 Public Works & Utilities Issues Update.docx](#)

9. NEXT MEETING

9.A April 21st, 2022 at 3:30 pm

10. ADJOURNMENT



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

February 17, 2022

Time of Meeting

3:30 PM

Place of Meeting

Council Conference & remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Lillquist, City Council, term expires May 31, 2022

Shane Scott, CWU, term expires May 31, 2025

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer. term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chair Goodloe called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Goodloe, Chair; Ed Barry, Vice Chair; Nancy Lillquist, City Council; Nate Sitton, City Utility Customer; Shane Scott, CWU; Jim Goeben, Telecom.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Derek Mayo, Engineering Services Manager; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer; Buddy Stanavich, Power & Gas Manager; Heidi Behrends Cerniwey, City Manager; Paul Meyer, Electrical Engineer; Jon Morrow, Stormwater Manager; Ben Faubion, IT; Nicole Klauss, Public Information Officer; 1 other attendee & approximately 4 virtual attendees.

3. APPROVAL OF MINUTES

3.A. Approve minutes - January 20th, 2022 regular meeting minutes

Barry moved to approve the minutes. Sitton seconded. All in favor; **motion approved.**

4. APPROVAL OF CONSENT AGENDA

Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

4.A. Joint Utility Trench Agreements (JUT) with Consolidated and Charter for Gateway

Lillquist moved to approve the consent agenda. Barry seconded. All in favor; **motion approved.**

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Paula McMinn spoke via virtual appearance regarding an article from the Seattle Times about gas stoves.

Sylvia Shriner spoke via virtual appearance requesting the City offer rebates for carbon monoxide alarms.

Meghan Anderson spoke via virtual appearance regarding building decarbonization in Washington state.

Chair Goodloe introduced Shane Scott, the new UAC representative from Central Washington University.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A. Telecommunications Issues and Updates

Ben Faubion informed the committee there will be a joint City Council & UAC study session scheduled for Feb 22, 2022 at 6 pm regarding NoaNet's broadband feasibility study.

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

7.A. Natural Gas Rebate Program Modifications

Nancy Lillquist move the committee approve modifying the smart thermostat rebates to follow the Bonneville Power Administration program and approve an additional rebate for natural gas furnace filters. Barry seconded. All in favor; **motion approved.**

Staff will look into available carbon monoxide alarm rebates.

7.B. Consultant Agreement - General Sewer System Plan Update and the Aeration System Improvements Pre-Design

Nancy Lillquist move the committee forward a favorable recommendation to City Council that authorizes the Mayor to sign the attached professional services agreement with Kennedy Jenks Consultants, Inc. to update to the General Sewer Plan and complete the Aeration System Improvements Pre-Design phase. Sitton seconded. All in favor; **motion approved.**

7.C. Grant Agreement with the Washington State Dept. of Ecology for the "Ellensburg Aquifer Storage and Recovery Feasibility Study".

Nancy Lillquist move the committee forward a favorable recommendation to City Council to authorize staff and Mayor to execute the attached for the "Ellensburg Aquifer Storage and Recovery Feasibility Study" Agreement with the Department of Ecology (DOE) and

the Consultant Agreement with Coho Water Resources. Barry seconded. All in favor;
motion approved.

8. INFORMATIONAL ITEMS

8.A. Department of Commerce - Energy Assistance Report

Buddy Stanavich shared a final bi-annual report has been submitted to The Department of Commerce in compliance with CETA on energy assistance the City provided.

8.B. Public Works & Utilities Issues and Updates

Staff gave updates for water, sewer, stormwater, gas & electric departments.

9. NEXT MEETING

9.A. March 17th, 2022 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:21 pm.

Kim Bowie
Recording Secretary
Drafted: 2/18/2022
Approved:



AGENDA REPORT

Meeting Date:	March 17, 2022
Agenda Subject:	2021-2023 Biennial Stormwater Capacity Grant
Submitted by:	Erin McGowan Public Works & Utilities
Recommended Action or Motion:	Forward a favorable recommendation to the City Council to amend the City's Stormwater budget to reflect the grant revenues and authorize the Public Works & Utilities Director to execute the grant agreement with the State of Washington Department of Ecology.
Background/Summary:	The City of Ellensburg has received funding from the Washington State Department of Ecology's Capacity Grant Program. The funding is offered to all 114 jurisdictions that have a municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit. Capacity Grant funds are negotiated each biennium through the legislative branch. Funding is tied to the State Operating Budget and issuance is dependent on a balanced budget. The Stormwater Utility is able to use these funds to offset the cost of work related to the implementation of municipal stormwater NPDES permit requirements.
Previous Council Action:	None
Analysis:	The grant amount is \$70,000. There is no City match requirement. Expenditures can be reimbursed dating back to the effective date of the agreement, July 1, 2021. The agreement expires on March 31, 2023. At the time of application it was unclear if the City would be funded due to State budget constraints. The Stormwater budget did not reflect the additional revenues. The Stormwater budget will need to be amended to accommodate the grant

agreement amount.

Financial Impact:

The grant has no match requirements. The Stormwater budget did not reflect the additional revenues and will need to be amended to accommodate the grant agreement amount of \$70,000. This will have a positive impact on the budgeted ending fund balance.

Attachments:

[2021-2023 Stormwater Capacity Grant Agreement.pdf](#)



Agreement No. WQSWCAP-2123-EllePW-00169

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF ELLENSBURG

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Ellensburg, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$70,000.00
Total Eligible Cost:	\$70,000.00
Ecology Share:	\$70,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2123-EllePW-00169
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Ellensburg

RECIPIENT INFORMATION

Organization Name: City of Ellensburg

Federal Tax ID: 91-6001245

DUNS Number: 060041985

Mailing Address: 501 North Anderson St
Ellensburg, WA 98926

Physical Address: 501 North Anderson St
Ellensburg, Washington 98926

Organization Email: morrowj@ci.ellensburg.wa.us

Contacts

Agreement No: WQSWCAP-2123-EllePW-00169
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Ellensburg

Project Manager	Jon Morrow Stormwater Utility Manager 501 North Anderson Street Ellensburg, Washington 98926 Email: morrowj@ci.ellensburg.wa.us Phone: (509) 925-8619
Billing Contact	Michelle Dufault P.W. Operations Analyst 501 N. Anderson Street Ellensburg, Washington 98926 Email: dufaultm@ci.ellensburg.wa.us Phone: (509) 962-7234
Authorized Signatory	Ryan Lyyski Public Works and Utilities Director 501 North Anderson Street Ellensburg, Washington 98926 Email: lyyskir@ci.ellensburg.wa.us Phone: (509) 962-7230

Agreement No: WQSWCAP-2123-EllePW-00169
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Ellensburg

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Ellensburg

By: _____

By: _____

Vincent McGowan, P.E.

Date

Ryan Lyyski

Date

Water Quality

Public Works and Utilities Director

Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 Task Cost: \$2,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Recipient Task Coordinator: Jon Morrow

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

Agreement No: WQSWCAP-2123-EllePW-00169

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Ellensburg

SCOPE OF WORK

Task Number: 2

Task Cost: \$68,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vacuum truck) rather than general use (such as a pick-up truck). Equipment

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Recipient Name: City of Ellensburg

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Jon Morrow

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

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Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Ellensburg

BUDGET**Funding Distribution EG220305**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2021-23 capacity grant Funding Type: Grant
Funding Effective Date: 07/01/2021 Funding Expiration Date: 03/31/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: MTCA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2021-23 capacity grant	Task Total
Project Administration/Management	\$ 2,000.00
Permit Implementation	\$ 68,000.00

Total: \$ 70,000.00

Agreement No: WQSWCAP-2123-EllePW-00169

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Ellensburg

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 70,000.00	\$ 70,000.00
Total		\$ 0.00	\$ 70,000.00	\$ 70,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

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Recipient Name: City of Ellensburg

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

Agreement No: WQSWCAP-2123-EllePW-00169

Project Title: 2021-2023 Biennial Stormwater Capacity Grants

Recipient Name: City of Ellensburg

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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Recipient Name: City of Ellensburg

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
 - b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
- RECIPIENT shall:
- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA REPORT

Meeting Date: March 17, 2022

Agenda Subject: **Bid Award - Cured-In-Place Sewer Line Rehabilitation Bid Call #2022-05**

Submitted by: Mike Helgeson Public Works & Utilities

Recommended Action or Motion: Staff is recommending:

1. UAC forward a favorable recommendation to the City Council to award Bid Call #2022-05 to Insituform Technologies, LLC. the lowest responsive and responsible bidder.
2. UAC forward a favorable recommendation to Council to authorize the Finance Director to carry forward the 2021 Cured In Place budget to 2022.

Background/Summary:

The 2022 Sewer Budget contains funding for the City's annual Cured-in-Place project. The 2022 project includes the rehabilitation of approximately 2820 feet of 8" sewer line, and approximately 410 feet of 10" sewer line. Also included is the reconnection of approximately 55 side services.

Bids were solicited for the rehabilitation of approximately 3,230 linear feet of 8" & 10" concrete and vitreous clay sewer line. Bids were opened on Wednesday, March 2, 2022. The Utility Advisory Committee is requested to forward a favorable recommendation to Council to award bid call 2020-05 to Insituform Technologies, LLC.

Previous Council Action: City Council at its December 7, 2020 meeting, approved the Cured In Place Sewer Line Rehabilitation Project through the adoption of the 2021/2022 biennial budget.

Analysis: Bids were solicited utilizing the formal bid process and two bids were received:

	BID	TOTAL incl. WSST (8.4%)
Insituform Technologies, LLC	\$159,445.00	\$172,838.38
Michels Corporation	\$259,870.00	\$281,699.08
Columbia Pumping & Const.	\$265,661.00	\$287,976.52
Insta-Pipe, Inc.	\$279,194.90	\$302,647.27

Funding was budgeted in 2021 and 2022. The 2021 project was delayed in anticipation of the funding being carried forward into the 2022 budget to allow for a larger project scope with anticipated lower price per lineal foot.

Financial Impact:

Staff is requesting the 2021 funding be carried forward and added to the 2022 budget through the Supplemental Budget process. Adequate funding will then exist in the 2022 Sewer budget to complete the work.



AGENDA REPORT

Meeting Date:	March 17, 2022
Agenda Subject:	Bid Call 2021-14 Dolarway Substation Power Transformer
Submitted by:	Paul Meyer Public Works & Utilities
Recommended Action or Motion:	Provide a favorable recommendation to City Council to award the Dolarway Substation Power Transformer bid to the lowest qualified responsive bidder, Virginia Transformer Company, Inc., in the amount of \$932,447 plus tax.
Background/Summary:	The Public Works and Utilities Light Department published Bid Call 2021-14 for the purchase of a substation power transformer. This transformer is planned to be installed at the City's Dolarway Substation. This transformer will replace the existing D1 transformer located in BPA's Ellensburg Substation which is the smallest and oldest transformer in our system. This upgrade and replacement is part of the City's Electric Utility System Plan. Bids have been called for, received and evaluated with consideration taken for both their initial cost, future operating costs, delivery, warranties, and other issues. The future costs are represented by a value placed on the electrical load and no load losses, which occur within the core and windings of each unit. Staff has determined that a low loss unit, which consumes less electricity over its expected life, is the best investment for the City and its ratepayers.
Previous Council Action:	Dolarway Substation Improvements Information Update - 12-16-2021 Dolarway (D1) Substation Design and Improvements Agreement for Professional Services - 8-19-2021 Dolarway Substation Improvements - 2-18-2021
Analysis:	Staff received 9 bids with a low bid of \$932,447 and a high bid of \$1,516,165 including tax and an average of \$1,193,082.89. After detailed analysis of all bids staff determined that Virginia Transformer Corp. was the lowest

responsive bidder with a bid of \$932,447.

Financial Impact:

The original estimate for this equipment was \$881,000 the lowest responsive bid was for \$932,447 or approximately 6% over the original estimate. This increase is due to current market conditions, when budgeting for this project the Light Department has included a 15% contingency. The City Light Utility has adequate funds to accommodate the additional costs.

Ellensburg Utility Advisory Committee
Telecommunication Issues and Updates
March 17th, 2022

- NoaNet presented the City Telecom Utility Broadband Feasibility Study progress on February 22nd during the study session. NoaNet was then asked to return March 7th to continue the discussion. Council and UAC members provided feedback to NoaNet during the discussion. NoaNet will incorporate the feedback in the Broadband Feasibility report.



AGENDA REPORT

Meeting Date:	March 17, 2022
Agenda Subject:	Public Forum to Establish Water Use Efficiency Goals
Submitted by:	Mike Helgeson Public Works & Utilities
Recommended Action or Motion:	After consideration of any public comments received, Staff recommends that UAC recommend the adoption of the new WUE goals so that they can be included in the update of the Water System Plan (WSP) that will be taken to Council for adoption at a later date.
Background/Summary:	The City of Ellensburg is required to hold a public forum to consider and record public comments to aid in establishing Water Use Efficiency (WUE) goals, as a part of our Water System Plan Update. The Municipal Water Supply – Efficiency Requirements Act, also known as the Municipal Water Law, required the state to implement the WUE Rule. The intent of this rule is to help reduce the demand that growing communities, agriculture, and industry have placed on our state’s water resources, and to better manage these resources for fish and other wildlife. Municipal water suppliers are obligated under the WUE Rule to enhance the efficient use of water by the system and/or its consumers. The WUE Rule applies to all municipal water suppliers and requires suppliers to develop WUE goals through a public process. Per Washington Administrative Code (WAC) 246-290-830, WUE goals must be set through a public process and shall be evaluated and re-established as part of a Water System Plan (WSP) update. The City last updated its WUE Program as part of its 2014 WSP.

The City has been working with RH2 on updating the WSP and establishing new WUE goals and are now ready to receive public comment on those goals. The City has provided public notice of this forum two weeks prior, and has made an information packet available for viewing.

Previous Council Action: N/A

Analysis:

The new WUE goals are as follows:

- Reduce the demand per equivalent residential units (ERU) by 5 percent over the next 10 years (2020 to 2030). Then maintain the demand per ERU for the rest of the planning period (2030 to 2040).
- Maintain system-wide Distribution System Leakage (DSL) at 10 percent or less for the duration of the planning period.

Financial Impact: N/A

Attachments:

[WUE Program-App E](#)

WATER USE EFFICIENCY PROGRAM

INTRODUCTION

The City of Ellensburg (City) recognizes that water is a valuable and essential natural resource that needs to be used wisely. This Water Use Efficiency (WUE) Program provides an approach to increase water use efficiency within the City's water service area.

BACKGROUND

The Water Use Efficiency Rule

The Municipal Water Supply – Efficiency Requirements Act, also known as the Municipal Water Law, required the state to implement the WUE Rule. The intent of this rule is to help reduce the demand that growing communities, agriculture, and industry have placed on our state's water resources, and to better manage these resources for fish and other wildlife. Municipal water suppliers are obligated under the WUE Rule to enhance the efficient use of water by the system and/or its consumers.

The WUE Rule applies to all municipal water suppliers and requires suppliers to:

- Develop WUE goals through a public process and report annually on their performance;
- Maintain distribution system leakage (DSL) at or below 10 percent of production;
- Meter all existing and new service connections;
- Collect production and consumption data, calculate DSL, and forecast demands;
- Evaluate WUE measures; and
- Implement a WUE program.

Water Use Efficiency Program Requirements

The *Water Use Efficiency Guidebook*, originally published by the Washington State Department of Health (DOH) in July 2007, and last revised in January 2017, identifies the water use reporting, forecasting, and efficiency program requirements for public water systems. A WUE program meeting these requirements is a necessary element of a Water System Plan as required by DOH and is necessary to obtain water right permits from the Washington State Department of Ecology (Ecology). The *Water Use Efficiency Guidebook* defines the necessary components of a WUE program as the following four fundamental elements:

1. Planning requirements that include collecting data, forecasting demand, evaluating WUE measures, calculating DSL, and implementing a WUE program to meet goals.
2. A DSL standard of 10 percent or less based on a 3-year rolling average. For systems with less than 500 connections, the DSL standard may be increased to 20 percent if a request with supporting data is provided to DOH.

3. Goal setting to provide a benchmark for achievement and to help define the success of the WUE program.
4. Annual performance reporting on progress towards meeting WUE goals.

WATER SUPPLY CHARACTERISTICS

Water in the City's system currently is supplied by ten City-owned sources and one Central Washington University (CWU) owned source. City-owned sources include the City Well, the Route 10 Well, the Hayward Well, the Mt. Stuart Well, the Kiwanis Well, the Memorial Well, the Rodeo Well, the Whitney Well, the Illinois Well, and Airport Well No. 3. The City also owns several inactive sources, including Airport Well No. 1, Airport Well No. 2, the Anderson Well, and the Lions Park /Mt. View Park Well. The Brooklane Well is owned by CWU.

Additional information on the City's sources is provided in **Chapter 2** of the City's Water System Plan (WSP). Water rights information for each source may be found in **Chapter 6** of the WSP, and on the certificates, permits, and water rights self-assessment that are included in **Appendix I**.

WATER USE EFFICIENCY PROGRAM

As previously described, the fundamental elements of a WUE program include planning requirements and DSL standards, as well as goal setting and performance reporting. The City's water use data, demand forecasts, and other planning requirements are contained in **Chapter 4** of the WSP. The City is committed to continue collecting water use data beyond that presented in **Chapter 4** for evaluation of its WUE Program and water use patterns, and for forecasting demands for future facilities. The City's WUE Program that follows includes a statement of its goals and objectives, the evaluation and selection of alternative efficiency measures, the schedule and budget, and the method of program monitoring.

Water Use Efficiency Goals and the Public Process

Per Washington Administrative Code (WAC) 246-290-830, WUE goals must be set through a public process and shall be evaluated and re-established as part of a WSP update. The City last updated its WUE Program as part of its 2014 WSP. The City has established new WUE goals for this update. The new WUE goals are as follows:

- Reduce the demand per equivalent residential unit (ERU) by 5 percent over the next 10 years (2020 to 2030). Then maintain the demand per ERU for the rest of the planning period (2030 to 2040). Using a base demand of 317 gallons per day (gpd) per ERU in 2018, this goal would reduce water use to 301 gpd per ERU by 2030.
- Maintain system-wide DSL at 10 percent or less for the duration of the planning period.

The water system population is projected to grow by approximately 59 percent over the course of the 20-year planning period as shown in **Table 1**. Reducing the demand per ERU will help ensure the City's water system remains efficient, even though the total consumption of the water system will grow substantially by 2040.

Table 1
Projected Population

Year	City + UGA Population	Water System Population
2020	23,126	21,708
2021	23,595	22,231
2022	24,074	22,768
2023	24,562	23,317
2024	25,061	23,879
2025	25,569	24,455
2026	26,088	25,045
2027	26,618	25,649
2028	27,158	26,268
2029	27,709	26,901
2030 (+ 10 years)	28,271	27,550
2031	28,845	28,214
2032	29,430	28,895
2033	30,027	29,592
2034	30,637	30,305
2035	31,258	31,036
2036	31,893	31,785
2037	32,540	32,552
2038	33,200	33,212
2039	33,874	33,886
2040 (+ 20 years)	34,561	34,573

UGA = Urban Growth Area

As shown in **Table 2**, the system-wide DSL 3-year rolling average was above the state DSL standard of 10 percent for the years 2015 and 2016. The City began aggressively searching for DSL in 2015, and since 2017 the City's system-wide DSL 3-year rolling average has been below the state standard. The City's goal is to maintain the 3-year rolling average below the state standard of 10 percent through 2040.

Table 2
Distribution System Leakage

Description	Year					
	2013	2014	2015	2016	2017	2018
Total Authorized Consumption (MG)	1,295.9	1,364.5	1,471.0	1,388.1	1,356.0	1,432.9
Total Production/Supply (MG)	1,553.5	1,647.9	1,695.2	1,508.3	1,478.5	1,555.2
Total Distribution System Leakage (MG)	257.6	283.4	224.1	120.2	122.4	122.4
Total Distribution System Leakage (%)	16.6%	17.2%	13.2%	8.0%	8.3%	7.9%
Rolling 3-Year Average DSL (%)	---	---	15.7%	12.8%	9.8%	8.0%

MG = Million Gallons

In compliance with the WUE Rule, a public hearing will be held at a City Utility Advisory Committee (UAC) meeting to present and discuss the new goals. The City Council is expected to adopt the new goals at a future meeting.

Evaluation and Selection of Water Use Efficiency Measures

The City's evaluation of WUE measures and selected levels of implementation are presented within this section. The measures fall within three categories of implementation: 1) mandatory measures that must be implemented; 2) measures that must be evaluated; and 3) additional measures selected by the City that must be either evaluated or implemented.

The City served an average of 5,804 water service connections in 2018. Based on the number of connections, at least six WUE supplemental measures must be evaluated or implemented. Measures that are mandatory cannot be credited towards the system's WUE measures. Since the City implements the minimum number of required measures, a cost-effective evaluation is not required.

Mandatory Measures

Source Meters

The volume of water produced by the system's sources must be measured using a source meter or other meter installed upstream of the distribution system. Source meters currently are installed and operating at each of the City's sources. If any new sources are installed in the future, they will be equipped with a source meter.

Service Meters

All public water systems that supply water for municipal purposes must install individual service meters for all water users. Service meters currently are installed and operating at all connections throughout the distribution system. All future connections that are installed or activated will be equipped with a service meter.

Meter Calibration

The City must calibrate and maintain meters based on generally accepted industry standards and manufacturer information. Currently, the City replaces more than 400 meters per year, which will replace all City meters every 14.5 years. This is more frequent than the industry standard of replacing meters every 20 years. Damaged or suspect meters are replaced as soon as they are discovered.

Water Loss Control Action Plan

To control leakage, systems that do not meet the state DSL standard of 10 percent must implement a Water Loss Control Action Plan (WLCAP). The City's rolling 3-year average DSL is currently less than 10 percent, as shown in **Table 2** and **Chapter 4** of the WSP. Therefore, a WLCAP is not required to be implemented.

Customer Education

Annual customer education regarding the importance of using water efficiently is a required element of all WUE programs. The City intends to provide water conservation tips along with the Consumer Confidence Report (CCR), on the City's website, and at City Hall. These materials

include lawn watering and indoor conservation tips. Additional customer education and outreach measures are identified in the **Selected Supplemental Measures** section.

Measures that Must be Evaluated

Rate Structure

A rate structure that encourages WUE and provides economic incentives to conserve water must be evaluated but is not required to be implemented.

Currently, a base water rate is charged for each connection regardless of consumption. The base water rate depends on the meter size, except for Private Fire Service customers that are charged a flat rate based on the diameter of their connection pipe. For Residential, Irrigation, and Residential Fire Protection customer classes, an increasing block rate structure imposes a unit charge for water use that increases as the volume of water consumed increases. For the Multi-Family customer class, a uniform block rate structure imposes a unit charge for water use. For Commercial/Industrial, CWU, and Municipal customer classes, a declining block rate structure imposes a unit charge for water use that declines as the volume of water consumed increases.

Reclamation Opportunities

Revised Code of Washington (RCW) 90.46.010 defines reclaimed water as “water derived in any part from wastewater with a domestic wastewater component that has been adequately and reliably treated, so that it can be used for beneficial purposes.” Water systems with 1,000 or more connections must evaluate reclamation opportunities (WAC 246-290-100(4)(f)(vii)), but only actual use of reclaimed water counts as a WUE measure (WAC (246-290-810(4)(d)) or multiple WUE measures if the reclaimed water is used for multiple purposes.

The *Wastewater Treatment Facility Engineering Report* (Gray and Osborne, 2015) provided a water reclamation and reuse evaluation, which concluded that legal issues would prevent the City from reclaiming its wastewater.

Selected Supplemental Measures

The City has chosen to implement three different supplemental WUE measures in addition to those that are mandatory or required to be evaluated. Because several of these WUE measures affect multiple customer classes (detailed as follows), the City’s WUE Program counts as 16 WUE measures, which is greater than the requirement of 6 WUE measures based on the number of service connections.

Water Bill Showing Consumption History

The City is committed to including consumption history on all bills to its customers. The City’s billing software has the capability to include historic graphs on bills, and the City shows consumption history for all eight of the City’s customer classes. This counts as eight supplemental WUE measures.

Notifying Customers about Leaks on Their Property

The City's billing department monitors customers' water bills for abnormally high water reads. When a significantly high read occurs that is outside the range of normal use, the customer is notified of a potential leak on their side of the water meter. The City provides this information to all eight customer classes; therefore, it counts as eight supplemental WUE measures.

Water Use Efficiency Program Schedule and Budget

The WUE measures described previously and selected for implementation by the City are summarized in **Table 3** with their corresponding schedule and budget. The successful implementation of this program is expected to achieve the City's WUE goals.

Table 3
WUE Program Schedule and Budget

Mandatory WUE Measures		
Measure	Schedule	Budget
Source Meters Installed	Ongoing	O&M Funded
Service Meters Installed	Ongoing	O&M Funded
Meter Calibration Compliance	Ongoing	O&M Funded
Customer Education	Ongoing	O&M Funded
WUE Measures That Must Be Evaluated		
Measure	Schedule	Budget
Rate Structure	Ongoing	O&M Funded
Reclamation Opportunities	Ongoing	O&M Funded
Selected WUE Measures		
Measure	Schedule	Budget
Water Bill Showing Consumption History	Ongoing	O&M Funded
Notifying Customers About Leaks	Ongoing	O&M Funded
Irrigation Management	Ongoing	O&M Funded

O&M = Operations and Maintenance

Water Use Efficiency Program Evaluation and Reporting

The City will continue to evaluate overall demand, per capita and per equivalent residential unit water use, peaking factors, and the amount of DSL on an annual basis. The City will evaluate the performance of its WUE Program and implemented measures by analyzing demand data and determining the long-term trend towards reducing water usage and meeting WUE goals. If the program monitoring shows that progress towards meeting the WUE goals is not being accomplished, more rigorous program implementation or additional program items will be considered, along with a cost-effective evaluation of measures.

The City will provide annual WUE performance reports to its consumers in the CCR and will detail the results of water use monitoring and progress towards achieving the system's WUE goals. A copy of the City's current CCR is included in **Appendix L** of the City's WSP.



AGENDA REPORT

Meeting Date:	March 17, 2022
Agenda Subject:	Carbon Monoxide Detectors
Submitted by:	Darin Yusi Public Works & Utilities
Recommended Action or Motion:	Information Only
Background/Summary:	At the February 17th Utility Advisory Committee meeting a question was brought up through the Citizen Comment period regarding carbon monoxide (CO) detectors. The question was asked whether the City Gas utility could offer CO detector rebates through our rebate program. It was asked by the UAC that staff look into this question and provide a follow up at the March meeting.
Previous Council Action:	None
Analysis:	According to Washington State law, RCW 19.27.530, CO detectors are required to be installed in all new residences and as of January 1, 2013, CO detectors are required in existing apartments, condominiums, hotels, motels, and single-family residences, with some exceptions. Non-natural gas agencies such as Kittitas Valley Fire and Rescue and HopeSource do not offer any type of CO rebate or incentives to purchase and neither advertise for CO safety. HopeSource does however, offer CO detectors for free if they are installing a new gas furnace. Natural Gas Distribution Utilities in the state also do not offer any incentives or rebates for the purchase of a CO detector. Gas Utilities do promote CO safety and advertise CO safety through Public Awareness programs. The City Gas Division specifically, advertises for CO safety multiple times throughout the year and has information and a safety video on the City of Ellensburg website. Based on the information above, staff has determined that CO detectors are strictly safety related and would not fall within the "conservation" of energy, thus not qualifying for expenditures from the Conservation Funds. The City Gas Division will

continue to advertise and educate the public on CO safety through it's Public Awareness Program and appreciates the Citizen comment and question regarding CO detectors.

Financial Impact:

None



AGENDA REPORT

Meeting Date:	March 17, 2022
Agenda Subject:	Sustainable Energy Scope Planning Discussion
Submitted by:	Heidi Behrends Cerniwey City Manager Department
Recommended Action or Motion:	Staff requests the Committee provide a recommendation for general scope of planning.
Background/Summary:	Washington State's Clean Energy Transformation Act (CETA) and more recently, the Climate Commitment Act (CCA) create compliance milestones and reporting requirements for the City's natural gas and electric utilities. The Utility Advisory Committee (UAC) has hosted several discussions on compliance options and the need for planning for future decarbonization. State regulations require reduction of greenhouse gas (GHG) emissions and vehicle miles traveled (VMT), targeting most common sources of emissions in the building/energy and transportation sectors. The City adopted the Ellensburg Energy Efficiency and Conservation Strategy in 2012 and has taken actions to improve efficiency and expand renewable energy in the community. Ellensburg has not conducted a baseline inventory of GHG emissions for the community or municipal operations, but does maintain and report GHG data on utility purchases. The City's Environmental Chapter of the Comprehensive Plan contains a goal to: Develop and implement climate change adaptation strategies that create a more resilient community by addressing the impacts of climate change to public health and safety, the economy, public and private infrastructure, water resources, and habitat. And a policy to: Design programs that reduce greenhouse gas emissions through reducing energy consumption and vehicle emissions, and enhancing land use patterns to reduce vehicle dependency.
Previous Council Action:	The City Council's 2022-2027 Strategic Vision includes Sustainable Energy and Sustainable Infrastructure. The Council approved funding in the amended 2021-2022 Biennial Budget to facilitate development of a plan to reduce the

municipal and community carbon footprint and to outline actions/options to address compliance with federal and state clean energy and transportation regulations. Other milestones included in the Strategic Vision: providing charging stations at City facilities, increase hybrid/electric fleet, and evaluate the City's tree canopy for carbon offsets.

Analysis:

At the meeting, staff will present three variations of planning scopes: Sustainable Energy Plan, Climate Action Plan, and Sustainability Plan.

Financial Impact:

The 2021-2022 budget includes \$120,000 for planning activities.

Ellensburg Utility Advisory Committee
Public Works & Utilities Issues and Updates
March 17, 2022

Consent Items

Agenda Reports for items approved by the City Council since our last meeting are attached.

All Utilities

- All utilities on the Bull Road project have been installed completing the necessary loops of the utilities. The project has a temporary winter shut down, with a few minor restoration items remaining that will be completed when weather allows.
- COSA Update - Staff is responding to a preliminary data request to allow FCS Group to begin updating the information required for the Comprehensive Multi-Utility Rate Study Update.

Sewer

- The work on the WWTF Roof and HVAC Replacement project has been completed by MBI. Testing and monitoring of the HVAC unit will be completed soon. Project closure is expected to be brought to UAC in the next month or two.
- When conditions allow, staff continues to work on widening the access road that surrounds the lagoon to make it safer and easier to navigate.
- Staff discovered a leak on a twenty four (24) inch steel 90-degree fitting in the Influent Pump Station at the WWTF. A consultant was hired to take wall thickness measurements on all the piping in the station. Those results determined that the only wall thinning that has occurred is around the small failure. WWTF staff will work with Gas Division personnel on a permanent welded repair.
- The Bureau of Reclamation's Schaake Project is nearing completion. The land exchange is currently anticipated in 2022.
- The City of Ellensburg IT Department is working with Connetix Engineering, (formerly Connely Engineering), to install a new server for the WWTF telemetry system.

Water

- Water pumped for February 2022 was 68,553,323 gallons, compared to February 2021 which was 67,811,305.
- The 75 horsepower motor on the pump at Rodeo Well has failed and has been shipped off to an electrical motor shop for repair. The City expects to pick up the rebuilt motor in mid-March.
- The annual leak survey project is scheduled to begin on March 21st. Hydrevolution, LLC will be conducting the survey with the assistance of Water Division personnel.
- The Vuecrest Booster Station pump was rebuilt and installed on March 8th.
- Staff have completed the annual static well measurements taken at each well in March in order to track and record aquifer levels. A report will be presented to the UAC at its April meeting.
- Staff held a pre-construction meeting for the Illinois Well House project and associated water main installation on Helena Avenue from Water St. to Cora St. Construction is scheduled to begin this month, with construction completion anticipated for late 2022.

- Staff submitted our draft Water System Plan (WSP) Update to the Dept. of Health (DOH) late this past summer and anticipate having DOH comments shortly. With this, we anticipate presenting the updated WSP to UAC early 2022.

Storm

- Staff completed the annual stormwater management plan and is now working on the annual report due to Ecology March 31.
- Gateway I designs are coming along, and staff anticipates project bid in May
- Gateway II design and permitting is nearing 30%.
- Staff is planning Earth Day events with CWU for April
- Staff gave a presentation to the Flood Plains by Design division of Department of Ecology to move into the 2nd round of funding for the Brook Lane/Wilson re-alignment. The application for the 2nd round is due Late April to Ecology
- Bridge/Levee project off Dolarway is moving forward with the CLOMR/LOMR process with FEMA.
- Staff will begin inspecting and monitoring/flow data collection work for Spring/Summer/Fall.
- Staff will begin organizing field crew training sometime in April.
- Staff attended the Annual Mill Ditch water rights meeting at Callaway Trading March 4th. Staff is looking at alternatives to deliver irrigation water to downstream users in hopes of decommissioning the pump station at the end of Pott Road.

Electric

- We are advertising for two vacant Journeyperson Lineperson positions and a Temporary Lineperson.
- Crews have been focusing on make-ready work for the Helena Street Improvements Project.
- Crews have been working on a primary extension to serve the new Tesla charging station at Super 8 Motel.
- Crews are currently focusing on a PSE cutover on Lakeshore way.
- Staff, with the aid of D. Hittle & Associates, has advertised for bid the substation power transformer for the Dolarway Substation project. The City received 9 bids with the lowest apparent bid being from Virginia Transformer Co. in the amount of \$1,009,840.10. The bid is above the Engineers Estimate of \$881,000 or approximately 13%. This increase is expected due to recent market conditions. Adequate budget exists to accommodate the additional cost. Staff has completed the bid evaluation and is asking the UAC to provide a favorable recommendation to the city council to award the bid to the lowest responsive bidder, Virginia Transformer.
- Staff met with Electrical Consultants Inc. (ECI) for a kick-off meeting for the Ellensburg South Substation Siting Study. ECI has begun working on this project and is developing a project schedule as well as siting criteria for staff review. The UAC will be updated on specific issues as the project proceeds.
- As part of the Electrical Utility On-Call Construction Services contract, staff met with Potelco Inc. for a kick-off meeting. During this meeting we discussed the City's needs, projected work, and procedures.
- Staff advertised for two bids: 2022-02 URD Bid Call; and 2022-03 Distribution Transformers Bid which were opened on February 16th. Staff received no bids for 2022-02 URD Bid Call and received two bids for 2022-03 Distribution Transformers. Staff deemed that the two bids for the distribution transformers were non-responsive due to exceptions taken to bid requirements and also missing required bid documentation. City Council approved the resolution to deem these bids as non-responsive at the March 7th City Council meeting.
- Staff advertised Bid Call 2021-17 Dolarway 115kV Circuit Switcher, on March 9th staff received and opened 3 bids, General Pacific \$54,200.00, Southern States \$69,060.25 and Anixter \$109,283.88. The

engineer's estimate was \$85,000. Staff will evaluate the bids and request its award at the April 4th City Council meeting.

- Staff advertised Bid Call 2021-18 Dolarway 15kV Circuit Breaker, on March 9th staff received and opened 1 bid from Siemens \$54,167.48. The engineer's estimate was \$80,000. Staff will evaluate the bids and request its award at the April 4th City Council meeting.

Gas

- Crews performed scheduled monthly pipeline patrol tasks and installed new customer requested services. Crews are performing commercial meter maintenance and will move into the annual atmospheric corrosion survey. Crews completed annual PE fusion qualifications and annual steel pipeline welding re-certifications.
- The gas subcontractor for the Illinois Well Project has completed the gas work. The work included roughly 600' of 4" main looping Helena Avenue to Cora Street and providing completion of a future looping project that will enhance the redundancy and integrity of the gas system.
- The Gas Division and MESA Products Inc. have entered into a contract for the Walnut Street Rectifier & Deep Well Anodes – Relocation & Replacement. Qualification and material submittals are currently being submitted. A start date has yet to be defined. The contract allows the contractor 3 months of flexibility with a start date to account for the delayed lead times in regards to materials.
- Staff continues to review material inventory and projected needs in anticipation of supply chain issues.
- Email from Kelli Scott, the Central Washington Manager of the Office of Congresswoman Kim Schrier:
Good afternoon all –

After a year-long process, we have very good news to share today: The omnibus spending bill that Congress will pass this week includes \$840,000 for Ellensburg's Renewable Natural Gas Conversion and Methane Gas Recovery project!

Here is a link to the projects included in the Interior Appropriations portion of the bill (including Ellensburg):
https://appropriations.house.gov/sites/democrats.appropriations.house.gov/files/INT_CDS_V4.PDF

After House passage (expected today), the legislation will go to the Senate and then to President Biden's desk for his signature, likely by the weekend. We will be receiving more information throughout the week and I will be in touch when we know more about how and when this funding will get out the door, and after final passage our office will be putting out a press release, but I just wanted to give you a heads up that this GREAT project that you all put together will be funded!

Kelli

- Staff submitted a Grant application through the WCIA for Risk Reduction. The grant application was to enhance the safety of our community and employees through enhanced damage prevention awareness. Those methods included an 811 truck wrap for our Gas Customer Service Truck and the purchase of updated and additional materials for our 811 event booths.
- Tomorrow is Natural Gas Utility Workers' Day. March 18 commemorates the date of the New London, Texas school explosion in 1937 that led to the widespread odorization of natural gas and an increased emphasis on safety. Safety is a vital aspect to natural gas distribution and the employees of distribution companies endeavor to make natural gas delivery as safe as possible.