

CITY OF ELLENSBURG
AGENDA
Council Conference and remotely via GoTo Meeting
Thursday, August 19, 2021
3:30 PM - Utility Advisory Committee

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

- 3.A Approve minutes - July 15th, 2021 regular meeting minutes
[UAC Minutes 7-15-21.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.

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 ITEMS

- 6.A Telecommunications Issues and Updates
[UAC August 2021 - Telecom Issues & Updates.docx](#)

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

- 7.A [Dolarway \(D1\) Substation Design and Improvements Agreement for Professional Services Agreement for Professional Services Dolarway \(D1\) Substation Design and Improvements - Project No. 3682.pdf](#)
- 7.B [Provide Comment on Two Comprehensive Plan Submissions Comp Plan Amendment Proposal.pdf](#)

8. INFORMATIONAL ITEMS

- 8.A Public Works & Utilities Issues and Updates
[UAC August 2021 Public Works & Utilities Issues Update.docx](#)

9. NEXT MEETING

9.A September 16th, 2021 at 3:30 pm

10. ADJOURNMENT



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

July 15, 2021

Time of Meeting

3:30 PM

Place of Meeting

Virtual Conference

Nancy Lillquist, Chairperson, term expires May 31, 2022

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

Nancy Goodloe, City Council, term expires May 31, 2024

Gary Gleason, CWU, term expires May 31, 2022

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 Lillquist called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Lillquist, Chair; Ed Barry, Vice Chair; Nancy Goodloe, City Council; Gary Gleason, CWU; Nate Sitton, City Utility Customer; Jim Goeben, Telecom; Bryan Clark, Telecom.

Also present: Ryan Lyyski, Public Works & Utilities Director; Darren Larsen, Assistant Utilities Director; Darin Yusi, Gas Engineer; Kim Caulkins, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Mike Helgeson, Assistant PW Director; Nicole Klauss, Public Information Officer. Derek Mayo, Engineering Services Manager; Ben Faubion, IT & Telecomm Manager; Willie Longmire, GIS Coordinator; Terry Weiner, City Attorney; Heidi Behrends Cerniwey, City Manager; Michele Campbell, RH2 Engineering; Zach Schrempp, RH2 Engineering.

3. APPROVAL OF MINUTES

3.A. Approve minutes - June 17th, 2021 regular meeting minutes

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

4. APPROVAL OF CONSENT AGENDA

The Committee agreed to address 7.A.first, due to time constraints.

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

5.A. Hybrid Public Meeting Discussion

Darren Larsen informed the committee the City will be holding hybrid meetings beginning August 2nd. He also shared the City Council held an ad hoc sub-committee meeting discussing term limits for boards and commissions that will be presented to City Council for review on July 19th.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A. Telecom Utility July Update - Verbal Report

Ben Faubion gave an information only report for telecommunications. Chair Lillquist requested to review the NoaNet agreement.

6.B. Telecommunication Issues & Updates – *Ben Faubion shared verbal updates for Telecommunications.*

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

7.A. Water System Plan Final Draft

RH2 Engineering summarized the draft water system plan that will be submitted to the Department of Health, Department of Ecology, Kittitas County and adjacent water systems for comments.
Information only.

7.B. Annual Natural Gas Safety Survey Report

Darin Yusi shared the survey results of the natural gas safety report by Blue Otter Solutions.
Information only.

7.C. Bonneville Power Administration Conservation Agreement

Ed Barry moved the Committee forward a favorable recommendation to City Council to authorize the Mayor to sign the amendment to extend the City's energy conservation agreement with Bonneville Power Administration. Gleason/Sitton seconded. All in favor; **motion approved.**

7.D. 2021 Comprehensive Multi-Utility Rate Study Update

Nate Sitton moved the Committee forward a favorable recommendation to City Council that authorizes the Mayor to sign the attached professional services agreement with FCS Group to update the Cost of Service Analysis (COSA) models for the light, gas, water and sewer utilities. Goodloe seconded. All in favor; **motion approved.**

7.E. BPA's Fourth and Final Purchase Period for Future Tier 2 Power Supply

Buddy Stanavich presented power supply options for the City of Ellensburg fourth purchase period of 2024-2028.

Gary Gleason moved the Committee forward a favorable recommendation to City Council to proceed with serving the City's future Tier 2 power supply needs with the BPA short-term product for the contract's fourth purchase period. Goodloe seconded. All in favor; **motion approved.**

Chair Lillquist asked why the City isn't building solar farms as backup to the system. Staff informed the Committee, for example, to add a resource stack of 1 MW, due to geographic location, 3 MW's would be needed and be backed up resource support services (RSS). An estimated cost has not been calculated.

8. INFORMATIONAL ITEMS

8.A. Public Works & Utilities Issues and Updates

Buddy Stanavich shared past due utility account information. Ryan Lyyski gave an update on the Bull Rd. project. A broken sewer pipe on 10th & Cora caused a sink hole that has been fixed. The Water Department rebuilt a clay valve and replaced telemetry at 18th & Walnut. Stormwater attended a meeting discussing the Reecer Creek levee project will be CORE/FEMA certified. Darren Larsen shared Gas and Light Department updates.

9. NEXT MEETING

9.A. August 19th, 2021 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 5:17 pm.

Kim Caulkins
Recording Secretary
Drafted: 7/19/2021
Approved:

Ellensburg Utility Advisory Committee
Telecommunication Issues and Updates
August 19, 2021

- Fiber Optic construction is finishing up for the ESD 401 new schools.
- The Washington State Broadband Office submitted their NTIA Broadband Infrastructure Program grant this past Tuesday August 10th successfully. The State Broadband Office posted an RFI for projects to include and selected the City's proposed project. We should find out this fall.
- The City of Ellensburg has begun the Broadband planning and is in the process of developing a list of Broadband Champions.



AGENDA REPORT

Meeting Date:	August 19, 2021
Agenda Subject:	Dolarway (D1) Substation Design and Improvements Agreement for Professional Services
Submitted by:	Paul Meyer Public Works & Utilities
Recommended Action or Motion:	Provide a favorable recommendation to City Council to execute the attached Dolarway (D1) Substation Design and Improvements Agreement for Professional Services with D. Hittle & Associates.
Background/Summary:	As a continuing effort to improve electric utility reliability for our current and future customers, the Electric Division is scheduled to begin engineering design and construction to replace and relocate the Dolarway D1 transformer. The D1 transformer was manufactured in 1959, is reaching its end of life, it is currently the oldest and smallest substation transformer in our system. The transformer is owned by the City and located on land within the adjacent BPA Ellensburg substation. After the City completes this project the BPA land lease can be terminated. The Electric Utility System Plan recommended that the City remove the D1 transformer from service from the BPA Ellensburg substation, and purchase a new transformer that would be installed at the City's adjacent Dolarway Substation.
Previous Council Action:	This item was previously brought before the UAC for information only at the February 18th, 2021 meeting.
Analysis:	Staff issued a request for qualifications to select consultants from the consultant roster list. The City received three submittals and selected two for follow-up interviews. Staff selected D. Hittle & Associates as the most qualified consultant. D. Hittle has extensive experience in the design of substations and is local with an office in Kennewick WA. They were also the team that designed the original Dolarway substation completed in 2007, giving them existing knowledge and prior experience with this project site.
Financial Impact:	A total of \$432,000 was included in the 2021-2022 Light fund

for consultant services and BPA design costs. The consultant has provided a not to exceed cost of \$250,000 for the scope of work identified in the attached agreement. Adequate funds exist within the Light fund to cover this and any additional costs.

Attachments:

[Agreement for Professional Services Dolarway \(D1\) Substation Design and Improvements - Project No. 3682.pdf](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
(CONSULTANT NAME)**

RELATING TO: Dolarway (D1) Substation Design and Improvements

THIS LUMP SUM AGREEMENT is made and entered into this ____ day of _____, 2021 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and D. Hittle & Associates Inc., a Corporation/LLC/Sole Proprietorship authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Dolarway (D1) Substation Design and Improvements project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall

be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2024. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. The CITY shall pay the CONSULTANT as set forth in this section. In no event shall the amount paid by CITY exceed the Maximum Compensation as set forth in Section 5, unless otherwise agreed to by the CITY in writing. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the work, and shall itemize with receipts and invoices the non-salary direct costs.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$250,000 Plus applicable sales taxes. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this

Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or sub-consultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or sub-consultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees while so engaged, on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. OWNERSHIP OF DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or

termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

10.3. In all solicitation either by competitive bidding or negotiation made by the

CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by sub-consultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its sub-consultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's sub-consultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render

services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as “Extra Work” and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days’ written notice to the CONSULTANT. Written notice will be by certified mail sent to the CONSULTANT’S designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT’S default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not

include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Energy Services
Attention: Paul Meyer Senior Electrical Engineer
501 N. Anderson
Ellensburg, WA 98926

D. Hittle & Associates Inc.
Attention: Randel G. Valerio Senior Principal Engineer
7515 West Deschutes Ave.
Kennewick, WA 99336

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other

representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: _____

Printed Name: _____

Title: _____

Tax ID#: _____

THE CITY OF ELLENSBURG:

By: _____

Printed Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
D. HITTLE & ASSOCIATES, INC. (DHA)

RELATING TO: Dolarway (D1) Substation Design and Improvements

26. SCOPE OF WORK.

- A. Design requirements to install a new 115/12.47KV power transformer/LTC, 115kV circuit switcher, 12.47kV Circuit Breaker and supporting equipment in the CITY's Future D1 substation. Layout design of the new substation should be similar or match the existing D2 substation layout design with similar equipment.

Design to include the following:

26.1. MAIN EQUIPMENT:

- a. New 115kV/12.47kV Transformer/LTC combination, foundations, structures, etc. The foundation must include oil containment pad tied into either a new Oil Separator or existing Oil Catch basin, to be determined by DHA.
- b. New 115kV Circuit Switcher, foundation, structure, etc.
- c. New 12.47kV Circuit Breaker, foundation, structures, etc. (W/Bypass Capability)
- d. New 12.47kV Disconnect switches, foundation, structures, etc.

26.2. SUPPORTING EQUIPMENT:

- a. DHA must verify that the existing AC Panel, DC Panel, Primary/Alternate service transformer, battery bank, etc. is sufficient to support the new equipment related to the D1 Substation. DHA must either design a new DC Panel, AC Panel, Battery Bank, etc. or if sized correctly, integrate them into the existing facilities for all supporting equipment required for the D1 substation. The alternate service will be relocated to match the existing D2 substation layout.
- b. Equipment requirements for CT's, PT's, surge arrestors, lightning arresters, static wires and all other supporting equipment. DHA must use BPA specifications in designing CT's and PT's for their new review meter.
- c. Design of the new BPA revenue meter CT's, PT's, meter equipment and relay rack. BPA revenue metering shall be per BPA's requirement, and must be reviewed and approved by BPA.

26.3. RELAY/CONTROLS:

- a. Design a new Relay Rack configuration, or re-use of the existing Relay Rack if space is available, in order to install new annunciator panel, over-current relay, circuit breaker relay, differential relay, Lockout relay, C.S. control switch, test switches and supporting devices for the installation of D1 substation, including but not limited to Circuit Switcher, transformer, LTC, disconnect switch feedbacks, PT's, CT's, circuit breaker, etc.
- b. DHA will be required to provide all relay settings and programming requirements for all new and existing relays and devices and to properly perform the fuse/trip coordination between devices.
- c. Design a new relay rack with new recloser control relays for feeders 1,2,3,4,5,6,9 and 10. Existing recloser controls (Form 5) are past their useful life and, need to be replaced. New controls and associated control wire will be relocated into the new control house.
- d. DHA will provide options and recommendations for the installation of a SCADA system. This scope is not currently included in the consultant costs for this project, costs associated with this scope item will be part of a future amendment to the agreement.

26.4. BUSWORKS:

- a. New 115kV and 12.47kV buswork, structures, foundation, jumpers, connections, etc.
- b. Feeder 4, 5, 9 and 6 for D1 Transformer and Feeder 1, 2, 3 and 10 for D2 Transformers recloser sections will remain in place and will not be moved or relocated. DHA will be responsible for determining if the existing bus work and connectors for Feeder 4, 5, 9 and 6 section and Feeder 1, 2, 3 and 10 sections are adequate for the New/Existing Loads and make recommendations and design changes if they are not. If new bus work is required in the existing recloser sections, the consultant will be responsible for designing new buswork, structures, foundation, etc. for this section or verify that the existing structures and foundation are adequate for the new buswork.
- c. Currently there is no way to tie the bus between D1 and D2 together in the D2 substation yard. DHA will be required to design and include the requirements needed to tie the D1 and D2 12.47kV bus section together via existing switch DT-LO.

26.5. GROUNDING:

- a. Ground grid and grounding plan for all new equipment and any requirements/ties to existing equipment/ground grid. Existing ground grid at D2 substation will need to be verified if design is to attached to and/or use existing ground grid.

26.6. SITE:

- a. Site Plan, equipment layout and survey requirements.
- b. Soil samples, earthwork design and seismic testing requirements of site.
- c. Perimeter fencing, signage and lighting requirements (New/Existing)
- d. Site grading, fill, crushed rock surfacing, new access road/entrance, top soil and landscaping.
- e. Additions to, updates to and removal of portions of the CITY's existing SPCC Site plan for D1, D2 and BPA #1 substations.
- f. DHA must verify that the existing oil containment for SPCC is adequate for both D1 and D2 transformers and determine if a New Oil containment is needed. DHA will be responsible for the design of the Oil Containment either new or tying into the existing one.
- g. Conduit run and vault requirements.
- h. Control and power cable design to/from and between each piece of new and existing equipment.

26.7. MISC.:

- a. Update the CITY's existing Arc Flash analysis for D1 Substation.
- b. DHA will be required to develop testing requirements and hire a third party Substation commissioning agency for startup of the Substation. All of these costs will be included as the DHA's fees.
- c. DHA will be required to design all structural steel, foundation, framework, etc. and determine load requirements for all equipment related to the items included in this scope of work.
- d. DHA will be required to create a concrete testing plan to verify the spec requirement that will be executed by the contractor during construction.
- e. DHA will be responsible with writing technical specifications to allow the CITY to purchase major equipment as indicated under 1.1 Main Equipment.
- f. DHA will be required to design for the installation of a new circuit breaker in the existing D2 lineup including revised protection settings.
- g. DHA will provide a design for the replacement of the existing brown glass substation switches with polymer or similar switches.

- B. Design requirements needed to remove/demo including transportation requirement and proper disposal procedures of the following:

These requirements must meet the current agreement between the BPA and City of Ellensburg.

- a. Removal of all equipment associated to the BPA #1 substation that include the

Fuse Section, Transformer, Circuit Breaker, Service Transformers, all overhead bus, cables etc. including foundation removal, structure/tower removal, everything down the bare substation rock remaining at the BPA substation yard downstream of the Fuse Sections.

- b. Removal of all feeder ties between the BPA #1 substation and existing D2 Substation, including Poles, tower, cables, etc.
 - c. Repeat the above scope Items, (a - 2) for the old BPA Feeder 2 substation that used to be located in the BPA substation yard. The Transformer, Circuit Breaker and Fuses were already removed, only support structures, foundations, towers, etc. remain.
 - d. Removal of the D1R regulator and buswork/switches located in the D2 Substation yard.
 - e. Removal/cleaning of substation rock and soil, if required. DHA will verify soil sample test procedures, etc. in determining if the substation rock and soil needs to be removed/cleaned.
 - f. Replacement/installation of any ground grid requirements in the BPA yard after the removal of any foundations, structures, etc. or to bring it up to current standards.
- C. Coordinate the removal and installation of the BPA control house main/temp services:
- a. Currently the BPA's control house is served off a bank of pole mount transformers fed off of the existing BPA #1 transformer. In sequence with this project, BPA will need a different main service feed due to the removal of the BPA #1 Transformer.
 - b. DHA will help design, coordinate and schedule this outage/transition of the main/temp service ties between BPA and the City during the construction of the D1 Substation.
- D. Assist the CITY in developing a sequence and schedule of this work for the City's contractor and BPA, and to provide the CITY with an estimated Engineering cost for the construction and equipment for the project. The construction is assumed to be a phased approach to minimize outages and down time.
- E. Determine any and all permits that pertain to the project that the City of Ellensburg and/or contractor may need. Including but not limited to Federal, State, Local and Environmental permits.
- F. Design and Develop a construction contract bid for all of the items referenced in the Anticipated Scope of Work/Above items to include the following:
- a. Construction Bid Specifications Section.
 - b. Bill of materials section.

- c. Construction Drawings
 - d. The City of Ellensburg will develop the Main Bid Document Template. The above items will be attached as Appendices.
- G. DHA will be required to answer questions throughout the Construction phases from start to finish and be present on site during major milestones throughout the construction process. It is anticipated that DHA will be onsite 1 day per week during the construction process and during milestones of concrete pours, rebar installations, ground grid installation, transformer delivery and others as requested by the CITY.
- H. DHA will be required to provide detailed equipment manuals, in both electronic copy and three ring binder form, for each piece of new equipment installed that is to include Installation Instruction, User Manual and Maintenance Manuals.
- I. DHA will be required to maintain an FTP site the duration of the project. This site will be used to exchange documents between the CITY and DHA.
- J. DHA will be responsible for updating all construction drawings that will be provided by the contractor after construction is complete. These construction record drawings will be organized into a final construction drawing package and provided to the CITY in both PDF and AutoCAD (version 2020 in dwg format or newer).
- K. DHA will be required to develop a power point presentation and be on site to present the D1 Substation improvements to City Council at a future meeting prior to bid.
- L. All documents provided by DHA shall be for the CITY's unrestricted use.
- M. Submittal/Review process;
- a. DHA shall issue the Construction Bid Specification Section, Bill of Materials and Construction drawings to the CITY for review and should follow the format below with an estimated 5 stage review/approval process. Any and all comments and recommendations from the CITY for specific changes should be accounted for in the consultants estimate cost;
 - i. Pre Design, 20% complete.
 - ii. Schematic designs, 50% complete.
 - iii. Construction Documents, 90% complete.
 - iv. Final Design, 98% complete.
 - v. Bid Documents, 100% complete.

EXHIBIT B
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
D. HITTLE & ASSOCIATES, INC.

RELATING TO: Dolarway (D1) Substation Design and Improvements

Design Schedule

Notice to Proceed – Mid September 2021
Pre Design, 20% complete – Mid October 2021
Schematic designs, 50% complete – Mid November 2021
Construction Documents, 90% complete – Mid January 2022
Final Design, 98% complete – Mid February 2022
Bid Documents, 100% complete – End of February 2022.

Construction Support Schedule

Answer Bid Questions – March and April 2022
Procurement Assistance – April through November 2022
Submittal Reviews – October through December 2022
Construction Support On-site – November 2022 through March 2023
Commissioning Support – April 2023
BPA Removal Support – May 2023
Project Closeout – May through July 2023

EXHIBIT C
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
D. HITTLE & ASSOCIATES, INC.

RELATING TO: Dolarway (D1) Substation Design and Improvements

D. HITTLE & ASSOCIATES, INC.
COMPENSATION SCHEDULE – AUGUST 2021

<u>Professional Services</u>	<u>Dollars Per Hour</u>
Senior Principal Engineer/Senior Consultant	\$140-225
Principal Engineer	\$130-200
Senior Engineer/Consultant	\$125-225
Engineer/Associate Consultant	\$80-150
Assoc. Eng./Sr. Elec. Designer	\$70-160
Jr. Engineer	\$60-140
Work Order Inspections	\$130
 <u>Non-Professional Services</u>	
Electrical Designer	\$70-110
Engineering Aide/Draftsman/CADD Operator	\$55-90
Secretary/Office Aide/Analyst	\$50-90

Other Expenses

All out-of-pocket travel expenses properly chargeable to the work, including living and transportation charges while in the status of travel will be billed at actual costs plus applicable taxes. Use of a passenger car will be billed at the IRS rate per mile. All incidental reproduction, telephone and postage costs are included in the above fees.

Charges for production of check plots will be \$15 each, final ink plots will be \$25 each and plot copies will be \$10 each. Total Station charge per day is \$100.00 and Meter charge per day is \$50.00.

HOURLY BILLING RATE
D. HITTLE & ASSOCIATES, INC.
AUGUST 2021

		<u>Current Hourly Rate</u>
Eliason, Paul	Senior Designer	\$150.00
Heberling, John	Senior Consultant	\$190.00
Kelly, Wally	Senior Engineer	\$130.00
Lucke, Dave	Senior Engineer	\$190.00
Schneider, Bob	Senior Engineer	\$190.00
Steckline, Sandi	Analyst	\$90.00
Valerio, Kevin	Junior Engineer	\$120.00
Valerio, Randy	Senior Principal Engineer	\$190.00
Wharton, Gary	Senior Designer	\$140.00

EXHIBIT D
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
D. HITTLE & ASSOCIATES, INC.

RELATING TO: Dolarway (D1) Substation Design and Improvements

Design Fee

Including Pre Design, Schematic Design, Construction Documents, Final Design, Bid Documents and Material Procurements Specifications is \$150,000.

Construction Support Fee

Including Answer Bid Questions, Bid Evaluation Support, Procurement Assistance, City Council Meeting, Submittal Reviews, Construction Support On-site visits, Commissioning Support, BPA Removal Support and Project Closeout is \$100,000.

Additional Site Visits requested are \$2,000 per visit to include up to 6 hours of on site time (10 total hours including travel).



AGENDA REPORT

Meeting Date: August 19, 2021

Agenda Subject: Provide Comment on Two Comprehensive Plan Submissions

Submitted by: Ryan Lyyski Public Works & Utilities

Recommended Action or Motion: Staff recommends the UAC reviews and discuss

Background/Summary: The City Council received two suggested Comprehensive Plan submissions, one from Meghan Anderson on behalf of the Kittitas County Audubon Society and the second from David Dunbar for consideration in the 2021 docketing process. Council did not docket the proposals and forwarded them to the UAC for review and discussion.

Annually, the City's Community Development Department provides the opportunity for the City's Comprehensive Plan to be updated through the "docketing" process. In 2021, several items were received, including those from Meghan Anderson on behalf of the Kittitas County Audubon Society and David Dunbar.

Previous Council Action: N/A

Analysis: The City Council considered items that had been submitted in the Comprehensive Plan docketing process at their July 19, 2021 meeting. One item was submitted by Meghan Anderson on behalf of the Kittitas Audubon Society. The request is to provide capital improvements toward renewable energy generation. The complete Comprehensive Plan Amendment Proposal is included with this agenda for review by the Committee.

In the submission by David Dunbar, Mr. Dunbar requested the City's Comprehensive Plan for the Gas Utility be amended to include a reexamination of the 2016 Resource Evaluation

study. The complete Comprehensive Plan Amendment Proposal is included with this agenda for review by the Committee.

Also included with this agenda report is the July 19, 2021 staff agenda report for the items submitted for consideration in the 2021 Comprehensive Plan docketing process. These two proposals are discussed on pages 4 through 6 of the staff's Council agenda report.

Financial Impact: Discussion only

Attachments:

[Comp Plan Amendment Proposal.pdf](#)



Comprehensive Plan Amendment Proposal

RECEIVED
6/28/2021
COMMUNITY
DEVELOPMENT
PA-16

Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Audobon Society - Renewable Energy Docket #: 20-08

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: June 28, 2021 Received by: KIRSTEN SACKETT

Applicant:

Name: Kittitas Audubon Society - Meghan Anderson Daytime Phone: 509-591-7874
Mailing Address: 6083 Secret Canyon Rd Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: *Meghan Anderson*
Professional License No: _____ E-mail: lonetreemeghan@aol.com

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: _____ Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature: _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
- Anticipated impacts of the change, including the geographic area affected and issues presented;
- Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
- How the change would be compliant with the Growth Management Act;
- How the change would be compliant with the Countywide Planning Policies; and
- How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

Please see attached.

Thank you for all your important work!

1/7

This proposed amendment endorsed by:

Kittitas Audubon Society

Judy Hallisey, President
hydrojude@gmail.com

Our Environment

Bill Stansbery
Steering Committee
billstansbery@gmail.com

Kittitas Progressive Readers

Judy Hinrichs
hinrichsj@me.com

**Kittitas County
Democratic Party**

Julie Cloninger
cloningerja@gmail.com

Proposed Amendment:

In Chapter 4, Capital Facilities and Utilities
Insert this proposed amendment:

Renewable Energy

Provide capital improvements toward renewable energy generation. Photovoltaic (PV) generation can be installed at utility-scale in the City and surrounding areas with careful planning. These energy systems will help the City capture State grant opportunities which will support additional diversification of the local economy and comprehensive community resilience. Generating renewable electricity will allow the City to reduce greenhouse gas emissions; provide 20-year planning; provide stable electricity rates; and support transition planning for future uncertainty.

Reasons for this proposed amendment:

1. The Current Comprehensive Plan and Reasons this Amendment will benefit Ellensburg

This Comprehensive Plan cites in many locations references to climate change and our first renewable energy park. It also says that we will experience "increases in extreme weather events" due to climate change, among possible anticipated water shortages and drought. We are already experiencing repeated wild fire events, and are projected to continue to experience longer fire seasons.

- Page 139 of Chapter 6, *Economic Development*, **Goal ED-6** states: "Foster economic development through promoting energy efficiencies and use of renewable energy."

This proposed amendment will bring clean energy jobs and infrastructure improvements. This will help diversify the local economy. Grant monies from the State and Federal sources can double the value of any investments made.

2/7

- Chapter 7, *The Environment*, beginning on page 148, has many goals that indicate this amendment is warranted which include the excerpts noted below:

Goal E-1: *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.*

Policy A:

Design programs that reduce greenhouse gas emissions through reducing energy consumption and vehicle emissions, and enhancing land use patterns to reduce vehicle dependency.

Policy B:

Evaluate the climate vulnerabilities and implications of City actions and identify policies and programs that help to mitigate those vulnerabilities. Consider the effects of shifting conditions (changing rainfall patterns, increasing temperatures, and more extreme weather events) and the effects they cause. . .including economic shifts.

Goal E-2: *Maintain City leadership in energy conservation and renewable energy production.*

Policy B:

Promote and invest in energy efficiency and renewable energy resources and technology as an alternative to non-renewable resources.

1A. Washington State Department of Commerce Grants

The current Comprehensive Plan does not specifically address City resources to provide direct capital improvements toward the installation of renewable energy systems. The Plan needs a direct mandate to do so. The State offers many matching grants for the installation of renewable energy, grid improvements, and energy storage. For instance, Washington State has offered matching grants for City, other government entities, and school districts for the installation of renewable energy systems. See the grant website here:

<https://www.commerce.wa.gov/growing-the-economy/energy/>

These matching grants have been awarded for years, and will continue to be awarded. However, the grant window is quick, and careful preparation for these applications is important.

1B. Installing renewable energy will advance the State and local goals toward zero emissions as part of the Clean Energy Transformation Act.

See the *2021 State Energy Strategy*:

<https://www.commerce.wa.gov/growing-the-economy/energy/2021-state-energy-strategy/>

See the *Key Actions Summary.pdf*:

<https://www.commerce.wa.gov/wp-content/uploads/2021/01/Key-Actions-2021-State-Energy-Strategy.pdf>

The *Key Actions Summary.pdf* is also attached and excerpted below. It summarizes the strategies the state experts and stakeholders have prioritized in their work the past few years culminating in the *2021 State Energy Strategy*. They include:

- Working together, renewable generation, grid improvements and storage will all be supplemented by the state with many grant opportunities. Below is the section “*Communities*” which describes these *Key Actions* further:

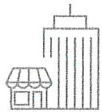


Communities

Climate change will inflict its greatest harm on highly impacted communities, Tribes, rural areas and low-income households, just as the economic and health impacts of COVID-19 are now disproportionately affecting those same populations. Absent deliberate and committed efforts, the envisioned clean energy transformation could easily leave these communities worse off.

- Adopt state policies to achieve universal broadband access.
- Examine clean energy policies for equity impacts in development and during implementation.
- Provide needed funding for communities to participate in the clean energy transformation.
- Support workers to ensure they have the skills for clean energy jobs and adopt policies to protect workers in transition.

- The State is also focused on building use of fossil fuels, primarily natural gas, and will be offering opportunities to replace home heating appliances with high-efficiency electric heat pumps for space and water heating. Ellensburg will also benefit if comprehensive planning will allow for matching funds to be available for these inevitable transitions coming. Adding renewable energy locally will help provide the electricity needed to further these transitions. The section “*Buildings*” describes these actions:



Buildings

There is great potential to reduce and eventually eliminate the use of fossil fuels to heat and power Washington’s residences, offices, warehouses, shops and other buildings.

- Replace the direct consumption of fossil fuels, primarily natural gas, with high-efficiency electric heat pumps for space and water heating.
- Strengthen and deepen energy efficiency programs and standards to focus on avoiding and reducing emissions.
- Adopt specific targets and accountability for greenhouse gas emissions in the built environment.

2. How does this amendment support The Growth Management Act

The GMA was adopted because the Washington State Legislature found that uncoordinated and unplanned growth posed a threat to the environment, sustainable economic development and the quality of life in Washington. Local control is the heart of the GMA, and installing meaningful PV and other renewable system strategies, will provide local control and resiliency.

The law requires state and local governments to manage Washington's growth by identifying and protecting critical areas and natural resource lands, designating urban growth areas, preparing comprehensive plans and ***implementing them through capital investments and development regulations.***

This amendment will provide the needed mandate to implement plans with capital investments.

3. How this amendment will comply with the Countywide Planning Policies

Planning is the essence of this document. Installing renewable energy for stable energy generation for 20 years is thoughtful planning. Capturing matching grants is going to be good for the County and its residents. Providing economic diversity is good for local economic stability.

Carefully identifying locations for PV systems will benefit everyone, and if owned locally, will allow maximum benefits for these communities.

4/7

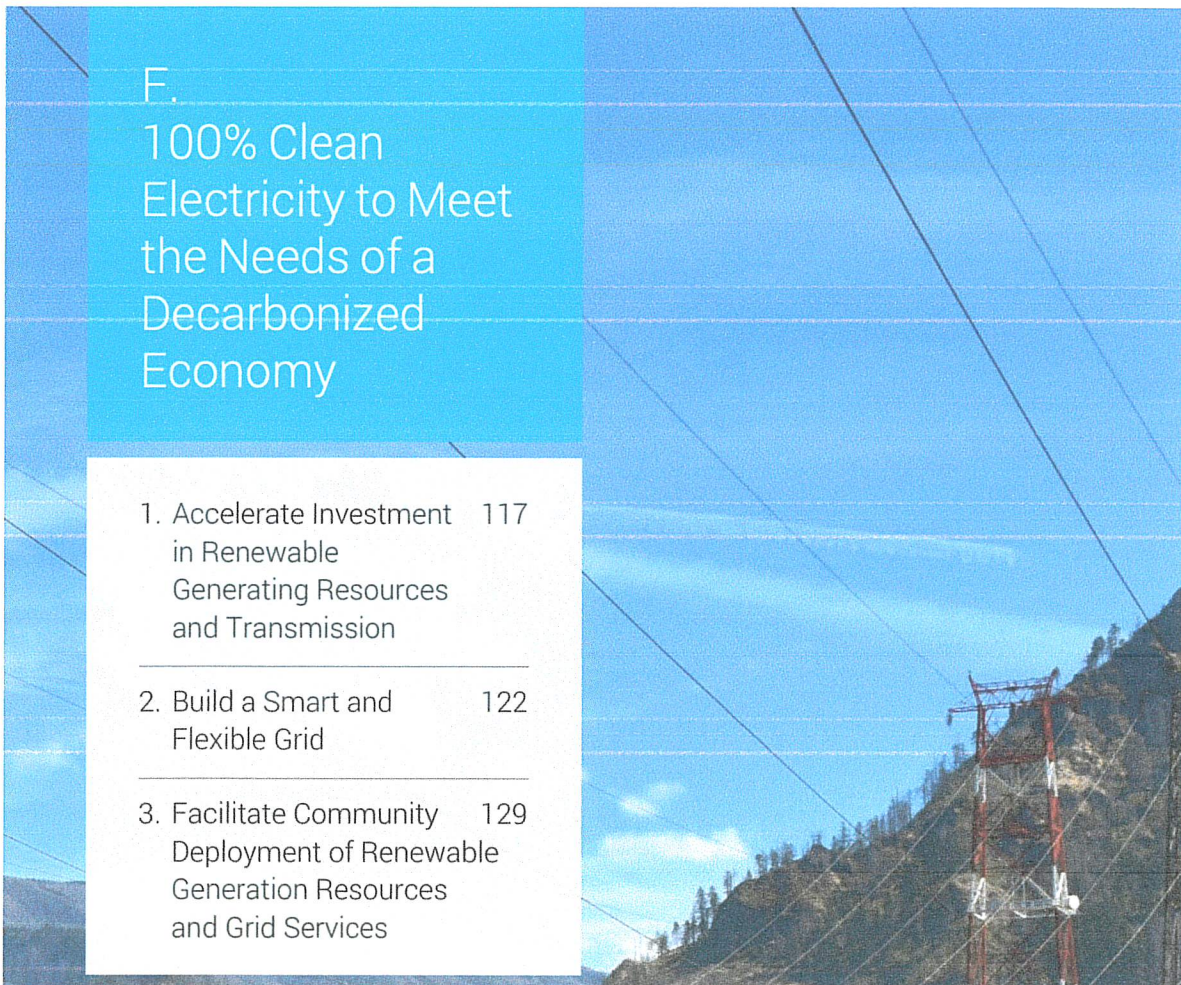
4. How functional utility plans currently in place support this amendment

The future of the State goals for greenhouse gas emissions reductions and clean energy generation must alter local utility plans. Currently, local utility plans do include many energy efficiency goals. Building on the work the utility is already doing may lead them to further independence.

This amendment will support regular utility work; although the utilities may need to add a dedicated Renewable Energy and Sustainability employee. This employee may be temporary or permanent, depending on the scope and aspects of their work.

Other technical aspects of infrastructure maintenance will not be affected by this amendment. The usual utility planning will integrate into the renewable energy mandate, with appropriate staffing.

The 2021 State Energy Strategy should be driving planning for the utility and the City. The report states “Energy efficiency programs have focused primarily on reducing energy use or costs, while in many cases ignoring the co-benefits of improved resiliency, public health and climate adaptability.” The electricity sector Chapter 3 title is “Facilitate Community Deployment of Renewable Generation Resources and Grid Services”. This chapter specifically addresses the need for equity in renewable deployment strategies, and how the State will help rural communities achieve renewable energy generation. See the chapters here relating to electrification goals in our state:



https://www.commerce.wa.gov/wp-content/uploads/2021/01/WA_2021SES_Chapter-F-Electricity.pdf

5/7

Conclusion

As citizen activists, we are not experts in the fields of energy, economic development, environmental science, or other aspects that may be affected by this amendment. Our goals are to make reasoned suggestions to further opportunities as described here. We believe that capturing renewable energy opportunities locally will provide City and County energy diversification, improved economic stability, and community resilience in the coming decades.

Respectfully submitted,
Meghan Anderson
6083 Secret Canyon Rd
Ellensburg, WA 98926
509-591-7874
lonetreemeghan@aol.com

6/7

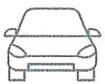
Key Actions



Communities

Climate change will inflict its greatest harm on highly impacted communities, Tribes, rural areas and low-income households, just as the economic and health impacts of COVID-19 are now disproportionately affecting those same populations. Absent deliberate and committed efforts, the envisioned clean energy transformation could easily leave these communities worse off.

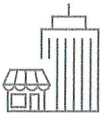
- Adopt state policies to achieve universal broadband access.
- Examine clean energy policies for equity impacts in development and during implementation.
- Provide needed funding for communities to participate in the clean energy transformation.
- Support workers to ensure they have the skills for clean energy jobs and adopt policies to protect workers in transition.



Transportation

No sector is as important as transportation to achieving decarbonization, nor as complex in its operation and governance.

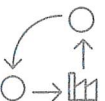
- Establish specific targets for vehicle sales, transportation demand and emissions with accountability measures for meeting those targets.
- Adopt a low carbon fuel standard – a comprehensive mechanism to replace fossil fuels with electricity, hydrogen and clean synthetic or biogenic fuels.



Buildings

There is great potential to reduce and eventually eliminate the use of fossil fuels to heat and power Washington's residences, offices, warehouses, shops and other buildings.

- Replace the direct consumption of fossil fuels, primarily natural gas, with high-efficiency electric heat pumps for space and water heating.
- Strengthen and deepen energy efficiency programs and standards to focus on avoiding and reducing emissions.
- Adopt specific targets and accountability for greenhouse gas emissions in the built environment.



Industry

Policy makers and the private sector would benefit from more information, technology and coordination.

- Conduct a thorough assessment of opportunities to transition to low-emission industrial production and collect information about the use of fossil fuels in industrial processes and the opportunities to increase efficiency and switch to electricity.
- Coordinate with other jurisdictions to adopt consistent policies that recognize and reward lower emission in-state production.
- Enhance research and development programs and state agencies' data and analytical resources.
- Promote development of green hydrogen production, clean fuels refining and carbon capture.



Electricity

Washington is on its way to eliminating greenhouse gas emissions from electricity with the implementation of the Clean Energy Transformation Act (CETA). Structural changes are needed to ensure the capacity to provide electricity to replace fossil fuels in transportation, buildings and industry.

- Invest in new transmission capacity and renewable generation, coordinating with other states.
- Develop distributed energy resources with smart grid capabilities and in consumer equipment to ensure reliability and flexibility.
- Strengthen market mechanisms to ensure resource adequacy and efficient electricity markets.

7/7



Comprehensive Plan Amendment Proposal



Community Development Department

501 N. Anderson, Ellensburg, WA 98926 (509) 962-7239 (Building) (509) 962-7231 (Planning)
permits@ci.ellensburg.wa.us

Application Name: Dunbar Gas Utility Evaluation Docket #: 21-09

OFFICE USE ONLY

OFFICE USE ONLY

Date Application Received: JUNE 30, 2021 Received by: KIRSTEN SACKETT

Applicant:

Name: David Dunbar Daytime Phone: 206-914-0595
Mailing Address: 670 Skyview Drive Fax Number: _____
City/State/Zip: Ellensburg, WA 98926 Signature: _____
Professional License No: N/A E-mail: dhdunbar1@gmail.com

Agent/Consultant/Attorney: (mandatory if primary contact is different from applicant)

Name: N/A Daytime Phone: _____
Mailing Address: _____ Fax Number: _____
City/State/Zip: _____ E-mail: _____
Signature _____

Please provide a statement in the space provided below or on an attached sheet as needed for the suggested change(s) to the comprehensive plan with regards to the relevant criteria listed below:

- Detailed statement of the proposal and reason for the amendment including proposed language for amendment;
 - Anticipated impacts of the change, including the geographic area affected and issues presented;
 - Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply;
 - How the change would be compliant with the Growth Management Act;
 - How the change would be compliant with the Countywide Planning Policies; and
 - How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.
- See attached document.

1/6

RECEIVED

JUN 30 2021

COMMUNITY DEVELOPMENT

Detailed statement of the proposal and reason for the amendment including proposed language for amendment.

I recommend that the city's Comprehensive Plan for the Gas Utility be amended to include undertaking a reevaluation of the 2016 Resource Evaluation study. Specifically, I recommend that reevaluation consider, but not necessarily be limited to, evaluation of:

1. The Volatility of Gas Prices
2. Advances in electrical water and space heating technology that may come to favor electricity over gas for space and water heating.
3. The prospect of government regulation, at the State and Federal level, that will devalue gas operations.
4. The impact of decisions that others in the supply chain may make on the City's ability to deliver gas to its customers at competitive rates.
5. The impact that changes in the market may have on the City's ability to finance needed capital expenditures through revenue bonds; and
6. The impact of its customers' perception of the dangers natural gas production and consumption have on the environment.

Since in the principal use of natural gas is for space and water heating, I recommend that the City reevaluate policies that:

1. Encourage switching of existing electrical heating to gas heating, and
2. Advocate expanding natural gas service to new areas.

Reason for Proposal:

The city began operating as a natural gas delivery service in 1957. For much of the time since then there was little concern with gas as a source of energy for space and water heating. The City continues expand its delivery to new customers. Recently, to mitigate against what it perceived to be the risks of Tier 2 electricity pricing, the City has incentivized gas over electrical water and space heating by providing rebates to builders who make original installations of gas appliances and to individuals who convert from electrical to gas appliances. Those practices are consistent with a 2016 Energy Evaluation.

Situations change. The situation today is not the same as it was in 1957, nor is it the same as it was in 2016. The change that presents the greatest risk is the perceptions about fossil fuel power. Whether justified or not, there is growing concern about fossil fuel power among citizens, businesses and local, state, and federal governments. The concerns lead to a set of heuristic, initial questions that ignore contentious arguments over the facts of environmental change, but which do not ignore the business consequences of those perceptions whether are accurate or not.

2/6

The initial questions are straightforward. Would the City choose to enter into the gas market today if it were not already invested in it? If not, why not? And if not, going forward, how do those answers inform the City's business plan for its existing business?

The current business plan favors gas over electrical energy for residential and commercial space and water heating. The City implements this policy by incentivizing fuel-switching and by expansion policies in the current Community Plan. These policies create an implicit, long-term civic responsibility to deliver gas at a competitive price. Each of the areas that I suggest for reevaluation has the potential to expose the City to the risk of not being able to meet those obligations. Therefore, I conclude that before it extends those programs, the City should undertake a new resource evaluation to determine if it can still be reasonably confident that it can fulfill the obligations, to residents, inherent in fuel switching and expansion programs.

Caveats of the 2016 Resource Evaluation

The 2016 energy evaluation supported fuel-switching, but it also reached two important conclusions about possible future changes that could affect its findings. These should not be ignored. The evaluation stated that:

- Both electric and natural gas markets are volatile, which can create significant changes in price levels over time; and
- Baseline and market efficiencies change over time creating opportunities for technology upgrades that may be more cost effective compared with fuel switching.

Separately, in a sentence imbedded within a paragraph of the evaluation, the consultant "recommended that the City continually monitor the fuel switching program cost-effectiveness."

The professed need for continual monitoring sends a clear message that the consultant did not have faith that fuel-switching would remain a sound policy, even in the near term. Although the consultant's comments seem to focus on changes in gas and electrical rates, there are equal risks associated with the public perception of gas power; the perceptions energy companies and investors in the risks inherent in natural gas extraction, storage and distribution; the perceptions of financial markets about the risks inherent in bonds and other investments in natural gas related businesses; and governmental regulation of gas industries.

Examples of Changes

I suggest six areas of reevaluation of the City's 2016 energy evolution. I will not attempt to make the reevaluation here. Here I will present examples of three changes that have occurred since the last evaluation and that I find have the potential to affect the City's ability to meet its civic obligations if it continues the fuel-switching and expansion programs. My analysis of the changes and their effect are necessarily incomplete. Full analysis is properly the subject of a study by persons who have more data than I have and who are more familiar than I am with all aspects of gas vs. electricity power. However, I have concluded the information I present demonstrates good reasons that the City must make the study I propose.

3/6

Risks from the Volatility of Gas Prices

There is controversy over what gas and electric price levels to expect in the long-term. However, it is generally accepted that natural gas prices are volatile, even in the short term and all the more so in the long term.¹ It is also commonly argued that long term projections are impossible. In an era of rapid technology change and controversy over the environmental impact of fossil fuels, the ground on which policy stands can shift rapidly. The 2016 evaluation recognized the risks inherent in price changes, but fuel switching creates long term commitments.

Potential Risk from Advances in Electrical water and space heating technology.

Electrically powered, cold climate air sources heat pumps (ccASHP), which offer more efficient heat generation than previous generation heat pumps, are developing more rapidly than previously expected.

Although some studies have projected that alternative electrification technologies, such as ccASHP are not expected to economically break even across all regions on a total cost of ownership basis until at least the early 2030s, those are national figures and include regions where the cost of electrical power is far higher than it is in Washington. Further, when considering investments in infrastructure and appliances, the early 2030s is a relatively short-term window in comparison to the life span of furnaces and water heaters and the time needed to fully depreciate the additional City investment in the infrastructure needed to expand the areas of gas service.

A local builder told me that residential construction firms in this area are already favoring ccASHP technology over gas, since it provides both heat and air conditioning, does not require ducting, and is considered a better technology than gas. Such a preference would be consistent with industry studies that project that residential and commercial gas demand will decline, thanks in part to the introduction of energy-efficiency measures, such as the insulation of new buildings (especially as costs fall after 2030).

Potential risk for the gas Utility from Government Regulation

I will give two examples of potentially risks of government regulation to the City's gas utility's operations as a Local Distribution Company (LDC) for fossil natural gas (FNG).

Department of Commerce 2021 Energy Report

The Washington State Department of Commerce Report, Washington 2021 State Energy Strategy, has a section headed "Develop Plans for the Long-term Transition of the Natural Gas Distribution System." The section discusses the perceived negative effects of using natural gas for heating spaces and water and offers to two strategies. Both "proactively support customers converting [from gas] to zero-emission heating options, such as solar thermal and geothermal." The report does not call for any specific outcome concerning the long-term use of the existing gas distribution system. It does, however, identify benefits in shifting, over time, away from fossil natural gas to electricity. The recommendations include but are not limited to proactively supporting customers converting to zero- emission heating options, such as solar thermal and geothermal. This strategy appears to be in direct opposition to the City's incentivization of gas over electricity.

The report includes recommendations that (1) the Legislature and the UTC should ensure that the state's climate policy and emissions limits are reflected in the regulation of natural gas companies and explore legislative and regulatory actions *to restrict growth of the natural gas system* and the use of fossil natural gas where zero-emission options are available and (2) natural gas distribution companies should work with regulators and stakeholders to

¹ For example, last February, the Utility was able to reap significant profits from the sale of gas it already had under contract and did not need, to Texas, to meet unanticipated needs in that state.

4/6

develop *comprehensive and equitable plans to transition from the use of fossil natural gas*. Again, these proposals appear to be in direct and positive conflict with the City's gas strategy. Since the City's ongoing policy is potentially in direct and positive conflict with possible state policy and future regulation, continuing the current policy of switching customers from electricity to gas creates a potential risk of the City and its customers having to absorb losses that the City has every reason to recognize as a possibility. Further, the current policy does nothing to develop an "equitable" transition from gas to electric. It seems that it would be in the interest of the City and its customers to explore responsibly how the City can minimize risk stranding gas assets and maximize the possibility of an equitable exit from fossil natural gas if that becomes necessary.

The Healthy Homes and Buildings Act, House Bill 1084 (HB 1084).

This bill was introduced in January 2021 and referred to committee. It did not advance beyond the committee. However, its introduction identifies a number of potential legislative risks to LDC businesses.

If it had been enacted into law, this bill would have prohibited outright any natural gas infrastructure for space and water heating in new residential and commercial construction in the state and required the elimination of those natural gas systems when construction is undertaken on existing buildings. The proposal would have incorporated these restrictions in the 2027 state energy code. Observers have concluded that the structure of the proposed legislation suggests that these timing and scope goals could be tightened even before 2027. One source observed that because HB 1084 calls for incremental changes in the 2013–2027 energy codes, the Washington State Building Code Council (Council) could decide to eliminate natural gas in space and water heating before 2027 and/or reduce natural gas used for other applications when it updates state energy codes.

It is important to recognize that the City Gas Utility principally serves residential and commercial users whose principal use of natural gas is space and water heating, the uses that are specifically contemplated for elimination. Any evaluation of gas resources should ask whether the gas utility can survive such limitations. Indeed, HB 1084 would have required that gas utilities develop and submit transition implementation plans to the WUTC for review and approval every four years. It would have required that the plans evaluate "strategies to achieve a reduction in [GHG] emissions from the combustion of natural gas." And as a part of the plan, a gas utility would have been required to consider various approaches to reducing GHG emissions, including the permanent decommissioning of its gas distribution system.

The bill had other provisions, but it is clear that, like the Department of Commerce 2021 report, the City's current policy is in direct and positive conflict with the direction this bill took and, that, if it reflects a likely direction of future public policy, it creates unnecessary risk.

The DOC recommendations and proposed regulations are not outlying positions. Although they might have appeared radical in 2016, and so unworthy of consideration when the last resource study was done, today the City cannot responsibly ignore the impact they may have on the long term, say 10 to 20 years, feasibility of continuing to operate as a local deliver company. In short, the anticipated, but by no means assured, short term benefits of direct cost savings from using gas instead of electricity for space and water heating, must be weighed against the risks of pursuing conversion policies.

Anticipated impacts of the change, including the geographic area affected and issues presented.

5/6

The proposed study will help to determine the risks inherent in incentivizing natural gas over electricity and expanding the area in which the City offers gas services. It allows a more informed risk/reward analysis.

Why existing comprehensive plan should not continue in effect or why existing criteria no longer apply.

The existing plan incentivizes gas over electric power for space and water heating. Changes in public and private perceptions since 2014, when the City instituted the program; 2016 when the resource evaluation endorsed it; and today; require that the criteria used to justify the incentivization of gas be reexamined. The issue is being reframed by parties other than the City and the City can only ignore this at its own peril.

• How the change would be compliant with the Countywide Planning Policies.

I am not aware of how the change would be compliant with the Countywide planning policy.

How functional plans (e.g. subarea plans, utility plans) and capital improvement programs (e.g. transportation improvement program) support the change.

I am obviously proposing a change to the utility plan. However, is apparent that the utility plans must rest on sound decisions, which is why the most recent resource study called for monitoring the gas policy and adjusting it as necessary.

6/6



CITY COUNCIL AGENDA REPORT

City Council Meeting Date: July 19, 2021

Item Title/Agenda Subject: Annual Comprehensive Plan Amendment Docketing

Submitted by: Kirsten Sackett Community Development

Recommended Action or Motion: Consider each of the eleven proposed amendments for docketing during the 2021 annual Comprehensive Plan amendment process.

Background/Summary: Under the requirements of the State Growth Management Act (GMA), the City is allowed to amend its Comprehensive Plan one time each year. Ellensburg City Code (ECC) 15.250.090 specifies the formal Comprehensive Plan update process, which allows for amendments to be proposed by any member of the community, City Council member, City Board or Commission, or City staff. Notice of the 2021 annual Comprehensive Plan amendment process, including timelines and deadlines for submittals, was published in the Daily Record, was posted in the Newsfeed on the City's webpage, and was also promoted through the City's social media accounts. Included in this report are the submittal forms for eleven proposed amendments submitted by City Staff, outside organizations and members of the public.

Previous Council Action: N/A

Analysis: Per ECC 15.250.090(C)(3), Council has set their second meeting in July for the docketing of proposed amendments to the Comprehensive Plan. Ellensburg City Code requires that Council consider all proposed amendments and determine which proposals have sufficient background information and analysis to allow their full consideration and review in the annual process. Council is authorized to docket only those proposed amendments that it deems are ready for review during the annual review process. Council must take formal action on a docketed amendment no later than December 31 or the docketed amendment will be continued over for consideration in next year's amendment process.

City Staff received eleven proposed amendments to the Comprehensive Plan for Council consideration. These proposals are summarized below, with the full submittals included as attachments to this agenda report. Each summary is followed by a brief staff recommendation.

In considering each of these items, please refer to the language found in the existing chapters of the Comprehensive Plan which can be viewed online here:

<https://ci.ellensburg.wa.us/835/Comprehensive-Plan>

Proposal 21-01 was submitted by the Community Development Department to update the 6-year capital improvement plans, which are updated every year as an appendix to the Comprehensive Plan. The plans are still in development and will be updated prior to next review by City Council. See Exhibit 1.

Staff recommends docketing this item in order to comply with State GMA requirements.

Proposal 21-02 was submitted by the Community Development Department as a continuation of Docket Items 20-02 and 20-03 which were only partially completed in 2020. The 2020 proposals had been to add new narrative to the Comp Plan which reflected the City's commitment to diversity, equity and inclusion in the community. The Introduction section of the Comp Plan was updated, and a new Value Statement was added to the Plan. The work of crafting a new Chapter focusing on Diversity, Equity and Inclusion was continued into the 2021 docket cycle and is currently underway by the new DEI Commission. See Exhibit 2.

Staff recommends renewing this docket item, as it is an important docket item that was referred by Council into this year's docket cycle.

Proposal 21-03 was submitted by the Community Development Department to update the Housing Chapter of the Comp Plan to conform with House Bill 1220 related to supporting Emergency Shelters and Housing through local planning and development regulations. The proposal would be

to add a new Program 4 under Goal H-2, Policy D, and to also add a new Policy E as described in the attached Exhibit 3.

Staff recommends docketing this item, as it was identified as an area for improvement during a recent accountability audit.

Proposal 21-04 was submitted by the Community Development Department to update the Housing Chapter of the Comp Plan to align with more current demographics outlined in the June 2021 Housing Needs Assessment conducted by BERK Consulting. This proposal would update all of the facts, figures and charts and descriptive narrative of the Housing Chapter. In addition, a Housing Action Plan is currently underway that will likely lead to updating some of the goals, policies and objectives within the Housing Chapter. Depending on the timing, this item may be pushed into the 2022 amendment cycle. See Exhibit 4.

Staff recommends docketing this proposal in order to stay current with the evolving housing challenges in our community.

Proposal 21-05 was submitted by the City's IT Division and is related to support of the Telecom utility. The proposed amendments would articulate a vision for broadband fiber deployment and guide development of the City's "digital roads". Additional programs and action items are proposed within the Capital Facilities and Utilities Chapter and the Economic Development Chapter. Please refer to the attached narrative in Exhibit 5, and more specifically to the "Outline of Proposal" section which provides additional detail on the proposed amendments.

Staff recommends docketing this item as it will provide additional support for advancing the telecom and broadband capabilities in the City in order to meet the ever growing broadband needs of our community members.

Proposal 21-06 was submitted by CenterFuse, the local Economic Business Development Authority, with a proposal to update the Economic Development Chapter of the Comp Plan. The proposal is to add language to the chapter speaking to the

economic impacts of the COVID-19 pandemic and the resiliency of the community, reference the findings of their recent broadband study, update the economic data in the chapter, including economic forecast data from the US Bureau of Labor and Statistics, and also reference the relationship of the housing market and the impacts to economic development. See Exhibit 6.

Staff would recommend this item for docketing in order to stay current with the evolving demographics and needs of our local economy.

Proposal 21-07 was submitted by the Ellensburg Downtown Association. The proposal is that the City consider creating a walking promenade (or pedestrian mall), on North Pearl Street between the blocks of 4th and 5th Streets.

Staff would note that this request falls more into the category of an Action Item, and if Council docketed this item an appropriate location in the Comprehensive Plan would be the Action Item section of the Economic Development Chapter. The new action item could include language such as: "Collaborate with the EDA to study the benefits and impacts of creating a pedestrian mall in the downtown district." See Exhibit 7.

Proposal 21-08 was submitted by Meghan Anderson on behalf of the Kittitas Audubon Society. The proposal is to add new language to the Capital Facilities and Utilities Chapter. The proposal is to add new language to the Capital Facilities and Utilities (CFU) Chapter that reads as follows:

Renewable Energy

Provide capital improvements toward renewable energy generation. Photovoltaic (PV) generation can be installed at utility-scale in the City and surrounding areas with careful planning. These energy systems will help the City capture State grant opportunities which will support additional diversification of the local economy and comprehensive community resilience. Generating renewable electricity will allow the City to reduce greenhouse gas emissions; provide 20-year planning; provide stable electricity rates; and support



transition planning for future uncertainty.

The second page of the submitted narrative goes on to state that “the current Comprehensive Plan does not specifically address City resources to provide direct capital improvements toward the installation of renewable energy systems.”

Please refer to Exhibit 8 for the full proposal.

In analyzing this proposal, Staff would refer Council to existing Goal CFU-3 of the Capital Facilities and Utilities Chapter which, in addition to the existing goals in the Environment Chapter of the Comp Plan (Ch.7). These goals are related to energy conservation and renewable energy production.

While various chapters of the Comp Plan do also contain Action Items for consideration, the Comp Plan does not provide specific details about distribution of funding. As noted in the Introduction section, the Comp Plan is considered a guiding document that sets forth strategies that can be pursued in order to achieving a desired community vision.

Staff would recommend that Council discuss this item and determine if it warrants inclusion in the Action Item section of the CFU chapter.

Proposal 21-09 was submitted by David Dunbar with a request that the Comprehensive Plan for the Gas Utility be amended to include an undertaking of reevaluating the 2016 Resource Evaluation Study. The request includes recommended areas of study, and also recommends that the City reevaluate policies that 1) encourage switching of electrical heating to gas heating, and 2) advocate expanding natural gas service to new areas.

In considering this request, City Council should determine if this proposal would warrant creating new goals, policies or programs, or action items, within the Capital Facilities and

Utilities chapter of the Comprehensive Plan. See Exhibit 9.

In considering this request, Staff would note that the requested actions typically have oversight from the City's Utility Advisory Committee, who then forward their recommendations to City Council regarding the City's renewable energy evaluation requirements and programs. As such, Staff does not recommend docketing this item for a Comprehensive Plan amendment, but instead refer this proposal to the UAC.

Proposal 21-10 was submitted by property owner Fabian Kuchin who is proposing to update the Future Land Use Designation for a portion of his parcel 716133. A boundary line adjustment is currently in process for the parcel, and he would like to change the future land use designation for one of the newly created parcels from Blended Residential Neighborhood to Neighborhood Commercial. This would allow for a future rezone of the property from Residential-Suburban (R-S), which was assigned during the 2020 Currier Creek annexation, to Commercial-Highway (C-H). This zoning would complement the existing C-H zoning of the adjacent properties owned by Mr. Kuchin that have frontage along University Way. See Exhibit 10.

Since the annexation went into effect, Staff has worked with the applicant to arrive at a future land use designation that would allow development of his property in a manner that is consistent with the neighboring properties off of Reecer Creek and University Way, and which takes into account his previous Industrial Zoning in the County. As such, Staff recommends docketing of this item.

Proposal 21-11 was submitted by City Staff proposing to update the future land use designation for property located in the UGA, directly adjacent to the southern boundary of the city limits. The property currently has a future land use designation of General Commercial and Services and the proposal is to update it to Light Industrial. If the property is annexed in the future, this future land use designation would allow the property to be assigned Light Industrial zoning at the time of annexation. See Exhibit 11.

This proposal is being forwarded by staff in recognition of the dwindling amount of industrial zoned land that is available to accommodate economic development and growth in the City. As such, Staff is recommending docketing of this item.

Financial Impact: The costs of administering the annual Comprehensive Plan amendment process are included in the 2021 Community Development budget.

Attachments:

Proposal 21-01 Annual 6-year CIP Update
Proposal 21-02 DEI Chapter
Proposal 21-03 Housing Chapter - Emergency Shelter Support
Proposal 21-04 Housing Chapter Demographics Update
Proposal 21-05 Telecom Utility Comp Plan Amendment
Proposal 21-06 EBDA Economic Development Chapter Update
Proposal 21-07 EDA Promenade Proposal
Proposal 21-08 Audubon Society - Renewable Energy
Proposal 21-09 Dunbar Gas Utility Evaluation
Proposal 21-10 Kuchin Future Commercial Land Use
Proposal 21-11 Future Industrial Land Use in UGA

Ellensburg Utility Advisory Committee
Public Works & Utilities Issues and Updates
August 19, 2021

Consent Items

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

All Utilities

- Bull Road utility project began on Monday, March 15th. All work has been completed north of I-90, and the contractor is now installing the utilities on Berry Road. Beginning July 15th, the contractor will begin the temporary bypassing of Wilson Creek to allow for the installation of all utilities under the creek and the installation of a new bridge. The work in the vicinity of Wilson Creek will take approx. one month to complete, after which the contractor will then continue East with the utility installation from Wilson Creek to Bull Road. The final piece of the looping the utilities will be the section between I-90 and Berry Road, which will begin in late Oct. after the Bull Ditch Canal is off and the utilities can be laid under the canal.

Sewer

- Crews are continuing catch basin inspections and cleaning.
- Crews are continuing grounds maintenance projects at the WWTF.
- Collections crews will begin work on the pre-rodeo jet and flush lists.
- Maintenance staff have been dealing with a reoccurring issue at the Cora St lift station with one of the floats.
- As discussed in the May UAC meeting, staff completed and submitted for earmark funding through Senator Cantwell's office for the following projects:
 - o Renewable Natural Gas project at the Waste Water Treatment Facility (WWTF) to reclaim the methane produced at the WWTF through normal plant operations and to scrub and inject into the City's natural gas system instead of flaring off the methane.
 - o Anderson Road Sewer and Fiber/Telecom Extension from the current utilities end in Umptanum Road, west to Anderson Road, then north in Anderson Road to 1st Ave. This project would provide these needed utilities to currently undeveloped Industrial zoned property and allow for the removal of the existing sewer lift/pump station. This project is consistent with goals outlined in our current Comprehensive Plan.
 - o Downtown Park and downtown WIFI.

Water

- Water pumped for July 2021 was 233,657,710 compared to July 2020 which was 218,346,572.
- Work on the Water Transfer Station Upgrade is complete, and staff are monitoring its operation.
- Staff is continuing to work with Coho Water Resources on various water resource items.
- The water utility continues its work with Conley Engineering on replacement of the telemetry system software, which should be in full operation this month.
- Crews responded to and repaired multiple water main and service breaks.
- Staff are working on hydrant maintenance and painting.

- The City of Ellensburg has received a \$20,000 grant to complete a pre-feasibility study for an Aquifer Storage and Recovery (ASR) evaluation. This grant will allow for a preliminary analysis to determine if a complete ASR Pilot Study project is recommended. If preliminary findings are promising, staff will pursue additional grant funding from the Dept. of Ecology for the ASR Pilot Project.

Storm

- Gateway I (University Way) is moving forward after a small delay with issues surrounding communication companies and underground utilities. Once resolved, the hope is to go to bid by late fall 2021.
- The Gateway II (Vantage Highway) agreement with Aspect consulting has been signed by Aspect and is scheduled to go to UAC and Council for authorization to proceed with design, permitting and construction.
- The Dolarway Bridge and Reecer Creek Levee project will likely wait until spring to go to bid. The City's consultant, Aspect Engineering, is preparing a flood certification memo, which includes all of the recent modeling data and re-design efforts, to obtain certification from FEMA. Once completed the memo will go to the County's consultant, Watershed Sciences, who will write a conditional letter of map revision (CLOMR) to FEMA to try and obtain certification. This process could require a design change and staff has determined it is better to delay going to bid until the status of the design and certification from FEMA is known.
- The city's outreach education and effectiveness study agreement with Osborn Consulting to educate fast food restaurants about fats, oils and grease (FOG) is going well. The project is required by Ecology and is educational only. It's intended to look at the handling and disposal of FOG and offer any assistance needed.

Electric

- A Journeyman Lineman position is still vacant and being advertised as well as a Temporary Lineman.
- Crews are getting close to wrapping up a large capital underground project on North Walnut.
- Crews have been working on making repairs to a capacitor bank on feeder 3.
- Crews have been busy inspecting contractors working on the property.
- The ESD's high voltage contractor (DJ's Electric) repaired the damaged high voltage line that was dug into by their fencing contractor.
- Staff received one bid for annual tree trimming bid, which council awarded August 16. Due to timing, this went to City Council before notifying UAC.
- The installation of the primary service lateral and transformer for the New Elementary School is scheduled for the week of August 30th.
- Installation of conduits for the north portion of Bull Rd. and inside the casings at the I-90 crossing is complete. The installation of conduit on the west side is in progress including the casing and conduit install under the new box culvert for Wilson Creek.
- Staff is issued the Request for Qualifications for consultant services for the Dolarway Substation Improvements and received 3 applications and has selected D. Hittle & Associates as the most qualified consultant. Staff will be returning to the UAC with a draft consultant agreement at the Aug. 19th meeting and will be requesting a favorable recommendations to the City Council to execute the agreement.
- Staff contracted with Titan Electric to install feeder cable in an existing duct and vault system from Currier Cr. to the Blackhorse Development. Titan has completed the work and the feeder was energized on Monday Aug. 2nd.

Gas

- Crews are working on the annual valve maintenance as well as other scheduled construction and maintenance projects. After annual valve maintenance is complete, crews will move onto annual leak survey. Crews finished painting meter sets as part of our annual corrosion survey follow up work.
- Staff is working on a bid proposal to replace the anode bed and rectifier on Walnut St. south of Capital Ave. This is one of three anode beds and rectifiers that provide corrosion protection to our steel gas system. Bid proposals are anticipated to go out in the next week.
- Staff is reviewing the new PIPES ACT of 2020 and working towards integrating any necessary changes into our Operations and Maintenance Manual. State auditors will be looking for these changes during 2022 safety audits.
- The Assistant Utilities Director, Gas Engineer and several crew members attended the MEA Gas Operations Technical & Leadership Virtual Summit during the week of August 9th.
- August 11th was National 8-11 Day. Staff had a booth out front of City Hall from Noon to 2 pm with free 811 color coded snow cones, Call Before You Dig information and handouts, and balloons.
-