

AGENDA UTILITY ADVISORY COMMITTEE March 28, 2024

Hybrid Meeting In-person and via Zoom



To attend the Utility Advisory Committee meeting virtually:

<https://us02web.zoom.us/j/85118148400>

AMERICANS WITH DISABILITIES ACT

The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation by calling the City of Ellensburg ADA Coordinator at (509) 962-7222 or email ADAAccordinator@ellensburgwa.gov.

**CITY OF ELLENSBURG
UTILITY ADVISORY COMMITTEE AGENDA
Council Conference
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom
Thursday, March 28, 2024
3:30 PM - Regular Meeting**

- 1. Call to Order and Roll Call of Members**
- 2. Elec Chairperson & Vice Chairperson**
- 3. Approval of Agenda** (No Public Comment)
- 4. Approval of Minutes**
 - 4.A January 18, 2023 regular meeting minutes
- 5. Approval of Consent Agenda**
 - 5.A Stormwater Asset Data Collection
 - 5.B City of Ellensburg Urban Flooding Analysis FCAAP Grant
- 6. Correspondence and Citizen Comments on Non-Agenda Items**
- 7. Telecommunications Utility Discussion Items**
- 8. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items**
 - 8.A Sustainability and Energy Roadmap and Implementation Plan
 - 8.B Revise Electrical Rate "Primary service city-owned transformer E-204" and delete city code section 9.30.100 - Electric rates Paragraph B
- 9. Staff Informational Items**
 - 9.A 2023-2024 Stormwater Management Plan (SWMP) update
 - 9.B Electric Capacity Charge Study
 - 9.C Public Works and Utilities Updates
- 10. Commission Representative Update**
- 11. Adjournment**



For more information on the Ellensburg Utility Advisory Committee, contact Operations Analyst, Kim Bowie, at 509-962-7124.

The Contents of this agenda have been photocopied on recycled paper.



CITY OF ELLENSBURG

Minutes of Utility Advisory Committee, Regular Meeting

Date of Meeting

January 18, 2024

Time of Meeting

3:30 PM

Place of Meeting

**Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom**

1. Call to Order and Roll Call of Members

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

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Grant Craig, Utility Customer (Zoom); Bryan Clark, KITTCOM (Zoom). Absent: Jeff Bousson, CWU (excused); Audrey Huerta, Utility Customer (unexcused).

Also present: Ryan Lyyski, Public Works & Utilities Director; Darin Yusi, Gas Engineer (Zoom); Derek Mayo, Engineering Services Manager (Zoom); Kim Bowie, Operations Analyst; Buddy Stanavich, Energy Resource Manager; Nicole Baker, Sustainability & Energy Coordinator;

One member of the public present remotely via Zoom.

2. Elect Chairperson & Vice Chairperson

Nancy Lillquist moved to move item 2 to the end of the meeting - anticipating the arrival of another member. **Motion approved. 3-0**

Lillquist move to postpone election of chair and vice chair to the February UAC meeting. **Motion approved. 3-0**

3. Approval of Agenda

Committee member Lillquist moved to approve the agenda as amended. **Motion approved. 3-0**

4. Approval of Minutes

- 4.A November 16, 2023 regular meeting minutes
Committee member Lillquist moved to approve the regular meeting minutes.
Motion approved. 3-0

5. Approval of Consent Agenda

No consent items.

6. Correspondence and Citizen Comments on Non-Agenda Items

Forrest Beard of Ellensburg, saw the storm water charge on his new utility bill. He reviewed city code which said the fee will be collected via owner or tenant. He feels the fee is leveled on non-permeable surface and should be paid by the property owner and not tenants.

7. Telecommunications Utility Discussion Items

- 7.A Monthly Telecom Report
Ben Faubion gave a telecom update.

8. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items

- 8.A Renewable Energy Park - Update
Buddy Stanavich shared a presentation on the renewable energy park.
- 8.B HopeSource Low-Income Energy Conservation Program
Buddy Stanavich explained the history of the low-income energy conservation program and the benefits of it. Andrew Lyons of HopeSource spoke in favor of the ongoing gas & electric conservation program and how valuable it is to their customers to make their homes more affordable and safer to live in.

Lillquist moved to continue supporting the HopeSource low-income energy conservation program. **Motion approved. 3-0**

9. Staff Informational Items

- 9.A Public Works and Utilities Updates
Staff shared Public Works updates

10. Commission Representative Update

Lillquist told the Committee that Council did approve the sustainability and energy plan.

11. Adjournment

Meeting adjourned at 4:24 pm.



Meeting Date: March 28, 2024

**City of Ellensburg
Utility Advisory Committee Agenda Report**

Agenda Subject: Stormwater Asset Data Collection
Submitted by: Jon Morrow, Stormwater Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Authorize the City Manager to sign the agreement between the City of Ellensburg and Evergreen Storm H2O.

Background/Summary:

The Stormwater Division was the first utility to map its utility using GIS in 2010. Since then, many revisions to the storm system with regard to growth/development have occurred. Not all changes imported from new development were in North American Datum 83 (NAD 83), which the system was originally mapped with in 2010. Re-mapping the entire system with the same datum is good to do every 10 to 15 years. This newly mapped system will be used to help with the FCAAP storm modeling project. That project (separate agreement) will model the storm system to study flood conditions within the city limits. This agreement is just for the re-mapping of the system.

Previous Council Action:

In 2009-2010, the Council authorized the utility to map the storm system with an Ecology Pass Through Grant. Erlandsen out of Wenatchee did the work.

Analysis:

Re-mapping the storm system achieves a couple of goals. The Department of Ecology requires the system be re-mapped in the new permit (August 1, 2024-July 31, 2029) to capture and delineate each sub basin within the city's storm system. The system has 96 outfalls to local streams, and this project will map all 96 basins to comply with the upcoming permit. Second, as mentioned above, this mapping project aids and supports the FCAAP storm modeling project. We have purposely kept the two projects separate because the FCAAP grant did not pay for re-mapping. Evergreen Storm H2O is also the sub consultant for Perteet in the FCAAP project. This is being mentioned in the analysis section to alleviate potential confusion when the FCAAP agreement goes before Council for authorization.

Financial Impact:

The total cost of the project is \$137,834.00 and will need supplemental expenditure approval. The 2023-2025 Stormwater Capacity grant will be paying \$89,000.00, leaving a remainder of \$48,969.20 to be paid out of the ending fund balance in the Stormwater fund.

Budget Adjustment: Yes

Attachments:

1. City of Ellensburg SW Asset Data Collection Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
Evergreen StormH2O**

RELATING TO: Stormwater Asset Data Collection

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this **1st day of April 2024** ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and EVERGREEN STORMH2O, a LLC 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 **Stormwater Asset Data Collection** 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. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

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.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is **\$0**. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

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 **\$137,834**. 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 subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant 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. WORK PRODUCT AND 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 subconsultant 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 subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants 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 subconsultants 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. To the fullest extent permitted by law, the 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 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 _____
Attention: _____
501 N. Anderson
Ellensburg, WA 98926

Evergreen StormH2O
Aimee Navickis-Brasch, PhD, PE
PO Box 18912
Spokane, WA 99228

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: Aimee S. Navickis-Brasch

Printed Name:
Aimee Navickis-Brasch, PhD, PE

Title: President & Principal Engineer

Tax ID#: 47-4668612

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A – SCOPE OF WORK

Project: Stormwater Asset Data Collection

Client: City of Ellensburg

Consultant: Evergreen StormH2O

Contract No.: 24004

BACKGROUND AND PURPOSE

The City of Ellensburg received an Ecology Shorelands FCAAP Planning Grant to conduct the Urban Flood Modeling and Analysis project. The grant funded project will provide an in-depth analysis within the Ellensburg Urban Growth Area (UGA) and city limits to support an updated stormwater model for the current floodplain map update process led by Kittitas County, focused on urban flooding caused by Whiskey and Mercer Creeks. The modeling will also support future flood map updates proposed for Wilson Creek, increase understanding of flooding in the city, and identify mitigation actions.

The goal of this project (Stormwater Asset Data Collection) is to collect data needed to develop the stormwater model that will be completed as part of the grant funded project. This is expected to include:

- Collect GIS data on City owned catch basins, manholes, and pipes (Task 2).
- Delineate basin areas to outfalls (Task 3).

Scope of Work

Task 1 Project Management and Administration

This task covers the management, administration, and coordination of the work by the Consultant Team as defined in this Contract including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the Client.

Consultant Services

- **General project coordination**
 - Set up and close out the consultant contract.
 - Coordinate and manage the project team in the successful completion of the scope of work tasks.
 - Prepare and manage the project schedule.
 - Develop and manage a project SharePoint site for sharing project documents with the Client.
 - Prepare amendments to this contract if needed.



EXHIBIT A – SCOPE OF WORK

- **Invoicing**

- Prepare and electronically submit monthly invoices with attached monthly status reports describing the following:
 - Services completed during the month
 - Services planned for next month
 - Need for additional information
 - Scope/Schedule/Budget issues, if applicable
 - Schedule update and financial status summary

- **Monthly Check-In Meetings:**

- Prepare for and attend six (6) one-hour monthly check-in meetings.
- The purpose of these meetings is to review the project status with the Client (work completed since previous meeting), review work planned, provide schedule updates, and collect the Client's feedback.
- Materials to be developed for these meetings include an agenda, meeting notes, and an action item list.

Client Responsibilities

- Provide input on the scope, priority of tasks, schedule, and budget.
- Process payment of invoices within 30 calendar days of invoice.
- Attend all meetings.
- Review and process contract change requests and amendments, if needed.

Assumptions

- The project duration will be nine (9) months starting after the contract is executed.
- The draft project schedule is shown in Table 1. The final schedule will be developed after the contract is executed.
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- Monthly status reports submitted with the Consultant invoice will also be used as the check-in meeting agenda.
- Invoices will be in the Consultant Team standard invoice format, submitted electronically. The budget assumes six (6) invoices and status reports over the project duration.
- Project check-in meeting agendas and meeting notes will be emailed to the Client on a mutually agreed upon timeline.
- The budget does not include travel time for check-in meetings. Meetings will either be held via webinar and/or scheduled on the same day as Consultant field visits for Task 2 work.

Deliverables

- Monthly Progress Reports



EXHIBIT A – SCOPE OF WORK

- Project Schedule and Updates
- Project Check-in Meeting Agendas, Minutes, and Action Items

Task 2 Data Collection

The focus of this task is to collect GIS data on stormwater assets. This information will be used to support the stormwater modeling work that will be completed as part of the grant funded project.

Consultant Services

- Collect GIS data on City stormwater assets. This is expected to include:
 - Measure grate rim elevations for 3311 catch basins and manholes.
 - For storm drains connected to the catch basins and manholes, measure invert elevations and diameters and document the storm drain material.
 - Elevations will be measured using a Bad Elf.
 - Diameters will be measured using measuring tape. Both the storm drain diameter and material will be uploaded into a tablet such as an iPad that connects to the Bad Elf in the field at the time of measurement.
 - Data will be uploaded to the City's GIS system live during data collection.
 - At the end of the week, the consultant will download data from the Bad Elf which will serve as a back up file.

Client Responsibilities

- The City will provide the equipment needed to collect and upload GIS data. This includes providing the Consultant with instruction on how to operate the equipment.
- The City will provide the Consultant with the location of catch basins and manholes in a GIS format.
- The City will provide the Consultant staff with GIS permissions through the City IT department to connect to the City GIS system during data collection.
- If any catch basins or manholes are locked, the City will provide the Consultant with the key to open them.

Assumptions

- The Consultant will provide the following equipment: traffic cones, vehicle roof top flasher, survey rod, measuring tape, and hook for moving and lifting catch basin and manhole covers.
- The budget was developed assuming the Consultant would collect data on 3311 stormwater catch basin and/or manholes. If additional catch basins and/or manholes are added to the project and the work needed to collect the additional data exceeds the Table 2 Task 2 fee estimate, the extra work will be negotiated between the Client and Consultant and defined in an amendment.
- The budget assumes that all catch basins and/or manholes are easily accessible and do not require prior approval or agreements for access.



EXHIBIT A – SCOPE OF WORK

- The budget assumes that a simplified traffic control set-up can be used to collect the data described in this task. This is expected to include using traffic cones, a spotter, clearly marking the Consultant vehicle, and using a rooftop flasher on the Consultant vehicle.
- The budget assumes that neither a traffic control plan nor a flagger is needed to complete the project work.
- Travel time, per diem, and mileage are included in the budget for field work using the 2024 Washington State Office of Financial Management rates.

Deliverables

- Data uploaded to the City GIS system at the time of data collection
- Weekly back up files of data collecting using the Bad Elf

Task 3 Basin Delineation

The focus of this task is to delineate basin areas to outfalls. This information will be used to support the stormwater modeling work that will be completed as part of the grant funded project as well as assist the City with meeting anticipated 2024-2029 MS4 Permit requirements for mapping basins to each outfall.

Consultant Services

- Delineate basin areas. This is expected to include:
 - Develop basin delineations of existing areas to the City's MS4 outfalls.
 - The basins will be delineated using available City GIS data.
 - Develop five (5) 11x17 maps of all the delineated basin areas.
- **QA/QC Review**
 - Complete QA/QC review of basin delineations before they are sent to the Client for review.

Client Responsibilities

- Provide the Consultant with available City GIS data needed to support the task work.
- Review and provide feedback for draft deliverables.
- City staff will provide field observations made as needed to inform the basin delineations.

Assumptions

- It is not anticipated that all basins' delineations to each City MS4 outfall can be completed with the available budget. The Consultant will work with the City to prioritize basins to delineate. The Consultant will perform the services described for this Task up to the amounts included in the Table 2 Task 3 Fee Estimate. If additional basin delineation is needed to complete the grant funded modeling work, that extra



EXHIBIT A – SCOPE OF WORK

work will be mutually determined by the Client and Consultant and defined in an amendment.

- If field confirmation of basin areas is needed, the work will be performed during Task 2 work. As such additional fees for field visits are not included in the budget. If additional field work is needed to confirm basin delineations, the extra work will be mutually determined by the Client and Consultant and defined in an amendment.
- The Consultant Team will use the comment option in Excel or a PDF compatible program to respond to all Client comments on draft deliverables. Revisions to draft deliverables will be submitted via email back to the Client for official record of how the comments were addressed.
- The budget assumes one round of comments from the Client on draft deliverables which the Consultant Team will incorporate into the final documents.

Deliverables

- Draft and Final Basin Delineations Maps (PDF)



EXHIBIT B – SCHEDULE OF THE WORK

Table 1. Project Schedule

Task	Timeline
Task 1 Project Management	Entire Project
Task 2 Data Collection	April to August
Task 3 Basin Delineation	June to September



EXHIBIT C – CONSULTANT LABOR COSTS AND NON-SALARY REIMBURSABLE COSTS

ALL-INCLUSIVE RATES

Classification	All-Inclusive Rate
Principal	\$255
Senior Engineer	\$180
Project Manager	\$180
Project Engineer II	\$159
Project Engineer I	\$138
EIT II	\$123
EIT I	\$111
Stormwater Engineering Technician	\$90
Intern	\$90
Technical Editor	\$135
Controller	\$135

Reimbursable ¹	
Per Diem Rates	Washington State Department of Financial Management 2024 Rates
Parking	At Cost
Reproductions	At Cost
Shipping/Mailing	At Cost

1. Reimbursables will be billed at cost plus a 5% markup.

ASSUMPTIONS

- Rate sheet and annual increases will be appropriate and within a CPI COLA.
- New staff additions and promotions will be within the rate sheet proposed and may require approval from the Client.
- Rate increases will not result in an adjustment to the budget in this contract.



EXHIBIT D – BUDGET FOR EACH TASK

Fee Summary

The fees are based on the scope of services defined in this document and associated assumptions. The professional services are based on a time and materials basis not to exceed \$137,834. Any modifications to the scope or requests for additional services will be agreed upon before proceeding. A fee breakdown is provided in Table 2.

Table 2. Fee Summary

Task	Fees
Task 1 Project Management	\$15,664
Task 2 Data Collection	\$102,382
Task 3 Basin Delineation	\$19,788
Total	\$137,834





Meeting Date: March 28, 2024

**City of Ellensburg
Utility Advisory Committee Agenda Report**

Agenda Subject: City of Ellensburg Urban Flooding Analysis FCAAP Grant
Submitted by: Jon Morrow, Stormwater Manager
Department: Public Works & Utilities

Suggested Motion/Action:
Authorize the City Manager to sign the agreement between the city and Perteet inc.

Background/Summary:
The city was awarded \$400,000 through a grant from the Washington State Department of Ecology's Floodplains by Design (FbD) Division. The project will conduct an in-depth analysis of the Ellensburg Urban Growth Area (UGA), and the city limits to support an updated stormwater flood model. The focus will be on Whiskey and Mercer Creeks utilizing the current floodplain map update process led by Kittitas County, as it applies to both an urban and rural flood model. The modeling will also support future flood map updates proposed for Wilson Creek, increase the understanding of flooding in the city, and identify mitigation actions. The project will be led by Perteet, with the support of Evergreen Storm H2O, and the County's consultant Watershed Sciences (WSE).

Previous Council Action:
The council approved the authorization of the \$400,000 FCAAP grant agreement with the Department of Ecology in December 2023.

Analysis:
Modeling the Ellensburg storm system has never been done before. The system has 90 outfalls to local streams and consists of 2,697 catch basins and approximately 50 miles of underground pipe. The 2-dimensional (2D) flood model that the county deployed does not pick up the first four inches of standing water on the streets using LIDAR. The FCAAP project will model the storm system and see where that water is conveyed, resulting in more accurate flood maps within the city and UGA. Current flood maps show some areas of town as flooded, but the storm system may help alleviate that by picking up the first four inches of water in the curb and gutter. Thus, resulting in possible flood map changes within the city limits and UGA.

Financial Impact:
The grant agreement with Ecology is \$400,000.00. The County Flood District has agreed to pay for the 25% match (\$100,000) with in-kind services from their consultant WSE. The project is currently budgeted in the 2024 Storm budget and no budget adjustment is required.

Budget Adjustment: No

Attachments:

1. City of Ellensburg - PSA - Perteet - Urban Flooding Analysis - 3-18-2024

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
PERTEET, INC.**

RELATING TO: CITY OF ELLENSBURG URBAN FLOODING ANALYSIS

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 1st day of April, 2024 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and PERTEET INC., a Corporation 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 Urban Flooding Analysis 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 June 30, 2025. 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. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit B.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

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.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT for

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is (\$0.00). This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 — Extra Work.

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 \$261,500.00. 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 subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant 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. WORK PRODUCT AND 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 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 subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.3. 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 subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants 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 subconsultants 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 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 cancelation 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. 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 Public Works and Utilities
Attention: Jon Morrow
501 N. Anderson
Ellensburg, WA 98926**

**Perteet, Inc.
Attention: Christina Wollman**

2302 W Dolarway Road, Suite
1 Ellensburg, WA 98926

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:

THE CITY OF ELLENSBURG:

By:  By: _____

Printed Name: Jesse Thomsen

Printed
Name: _____

Title: Vice President

Title: _____

Tax ID#: 91-1505037

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

Exhibit A — Scope of Services Perteet, Inc.

Introduction

The City of Ellensburg will conduct an in-depth analysis within the Ellensburg Urban Growth Area (UGA) and city limits to support an updated stormwater model for the current floodplain map update process led by Kittitas County, focused on urban flooding caused by Whiskey and Mercer Creeks. The modeling will also support future flood map updates proposed for Wilson Creek, increase understanding of flooding in the city, and identify mitigation actions. With this knowledge, the City of Ellensburg will be more prepared for flood events, and residents within the City and its UGA--especially those in areas with a high probability of flooding during a 1% annual chance flood--will be better equipped to take additional precautions or mitigate against the risk of flooding.

The project will be led by Perteet, with support from Evergreen H2O, and the County's consultant WSE (together, the consultant team).

Task 1— Project Administration/Management (\$10k)

No consultant tasks are associated with this task. **Task 2**

— Data Collection and Modeling (\$240k)

The goal of Task 2 is to gather all information required to increase the City's and County's understanding of flooding within the UGA, prepare the stormwater model, and increase the accuracy of the hydraulic model and/or increase the City's level of certainty in the hydraulic model, which can be used to support a Letter of Map Revision (LOMR). The stormwater model will provide long-term benefit by allowing the City to more cohesively evaluate the capacity of the stormwater system and identify where additional capacity, modifications, or improvements may be necessary in the future to reduce urban flooding.

Task 2.1 Core Planning Team and Project Management

This task is dedicated to the overall management of the project. Perteet's work elements include:

- Manage overall project scope and milestones including schedule, budget, and deliverables.
- Prepare monthly project reports for billing to include project status and budget reports.
- Support the City in preparing the quarterly progress report, if requested
- Core Planning Team (CPT) kickoff meeting and recurring progress meetings
- Routine communication with client

The consultant team's work elements include:

- Attending CPT meetings
- Preparing monthly progress reports and sending to Perteet or the County, as applicable

Deliverables:

- Monthly progress reports
- Summary of progress for quarterly progress reports, if requested
- Project schedule and updates

Assumptions:

- CPT meetings will be hybrid or virtual, as determined by the CPT members.
- The consultant team will not need to attend the CPT meetings in person.

- CPT members include City staff, County staff, and key consultant team members.
- The CPT will identify a standing meeting time and recurrence interval (bi-weekly, monthly, etc) with the expectation that some meetings may be cancelled due to conflicts or no discussion items.
- The Consultant will perform the services for all tasks described up to the amounts included in the attached Table X. Project Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and consultant team and defined in an amendment.
- If site visits are needed for the Consultant team to complete the work described in this scope of work, time for the site visit along with travel time and mileage will be billed to the project.
- The budgets for the individual subtasks in Tasks 2 and 3 may be modified depending on the actual level of effort required and as long as the total budgets for Tasks 2 and 3 do not change. The budget between Task 2 and 3 shall not be changed without the approval of the City and pursuant to the FCAAP grant guidelines.
- Comments provided by the City on project deliverables will be consolidated into one document.

Task 2.2 Data Collection

This task will provide the data necessary to evaluate the stormwater system and flooding in the Ellensburg UGA to support development of current baseline conditions to support improvements to the flood model, development of the stormwater model, and define the projected climate change scenario for precipitation and flooding that will be used in this project.

The consultant team will review existing data and determine what data must be collected to inform the project and document current baseline conditions. Data to be collected may include, but not be limited to information about the City's stormwater system, roads, bridges, watercourse data, ground elevations, changes in the terrain, records of flooding, and climate change predictions.

Perteet will prepare a City Conditions Memo that describes the current conditions in the City and the data collection process, provides an inventory of data collected and its quality, and identifies the system or capacity needs within Ellensburg to support future mitigation strategy development. The memo will also identify recommendations for additional data collection and discuss if any assumptions that were made about the collected data or its use.

Task 2.2 Deliverables:

- Draft and final City Conditions Memo and inventory of data collected.

Task 2.2 Assumptions:

- The City will provide GIS data for their stormwater system and the consultant will assess the quality of the data and coordinate with the city regarding whether additional GIS data collection is needed. If additional data collection is needed, the City will contract this work through a separate contract.
- The CPT will select the climate change scenario to be used in the analysis so that all modeling will use the same assumptions. The scenarios will be based on the UW Climate Impact Group Climate Mapping for a Resilient Washington and Projected Changes in Extreme Precipitation map.
- If a surveyor is required, they will be under a separate contract with the City

Task 2.3 Floodplain Analysis

The consultant team and Tech Team will review the current draft flood maps and compare to photos or accounts of past flooding events. Perteet will gather information about past flooding events to develop a

greater understand of flood dynamics and what influences flow paths through the City. Depending on the availability, completeness, and level of confidence of the flow paths and past flooding data, Petted may map past event flood extents in GIS and prepare a flood history map. The consultant team will identify where there have been changes to the built environment that may affect flood flows since the most recent LiDAR was collected in 2019 (e.g. new road cuts through the Cascades to Palouse trail embankment, new curbs, or other changes the terrain). This may include meetings with City maintenance staff to better understand the performance of the existing stormwater system or past flooding. The County's consultant will coordinate with FEMA to discuss methods of identifying flow paths in urban alluvial fans (e.g. method used to map Wenatchee Number 2 Canyon) and when Zone X should be used for areas with very shallow flooding. The consultant team will analyze how the selected climate change scenario will affect the City.

The results of the data collection, summary of flood dynamics, and effects of climate change will be included in the Task 2.2 City Conditions Memo.

Task 2.3 Deliverables:

- Draft and final summary of analysis, information found, and results to include in the Task 2.2 City Conditions Memo
- If data exists, GIS data and map of past flood events

Task 2.3 Assumptions:

- City and County staff and the Tech Team will support the collection of data, photos, and accounts of flooding.
- Except for GIS flood history data, no new data will be created in this task.
- The climate change evaluation will be qualitative and descriptive and will not be modeled unless it is determined necessary and sufficient budget remains, as directed by the City's project manager.

Task 2.4 Stormwater Model

Evergreen H2O will develop a stormwater model to help the city to understand how the stormwater system and flood waters interact and how the system may support flood risk reduction. This task includes:

- Basin Delineations
 - Develop existing basin delineations using available GIS data to determine the areas contributing to the stormwater system.
 - Future changes to basin delineations will also be developed based on input from the City related to anticipated growth projections that includes mitigation actions.
 - This is expected to include a site visit to confirm the basin areas with two staff members for up to 8 hours each.
 - Develop five (5) 11x17 maps of the delineated basins for two conditions: existing and future plus mitigated actions as determined in Task 3.4.
- Develop Capacity Criteria and Modeling Assumption Summary:
 - Develop a capacity evaluation criteria in a table format which will be used to evaluate the capacity of the stormwater system and for modeling mitigation actions as part of Task 3.4. This will include using City requirements for sizing conveyance systems.
 - Review and create a summary (in a table format) of applicable modeling assumptions including:

- Best practices and standards from local/state/federal sources for the capacity evaluation criteria (i.e., City standards, Stormwater Management Manual for Eastern Washington (SWMMEW), WSDOT Hydraulics Manual, FHWA Hydraulic Engineering Circulars, etc.);
 - Published research related to advances in hydrologic and hydraulic (H&H) modeling that could inform the Consultant's modeling approach;
 - Basin model parameters such as infiltration, slope, percent routed, imperviousness, etc.
 - Up to two (2) design storms for modeling.
- Evergreen H2O will submit a copy of the draft criteria and assumptions to the City for review and comment and then update the criteria to address City comments. This work will occur prior to starting modeling so the entire project team is on the same page before modeling starts.
- Develop Hydrology Data:
 - Develop design storm distributions representative of EWA climatic conditions for the design storms identified as part of the criteria and assumptions. This will include incorporating climate change projections using input from the University of Washington Climate Mapping and City historical rainfall data.
 - Develop a SWMM model using existing and future contributing basin areas; the stormwater network being analyzed; and mitigation actions identified as part of Task 3.3.
 - Validate the model by comparing the model results, for the existing basin areas, to the information provided by City regarding past flooding and adjusting so the model matches field observations.
 - The model results will be presented to the CPT in Task 3.1 and compared to the flood model in Task 3.3.
 - Develop one-page instructions for the City describing the general set up and operation of the completed model to assist with transferring the work product to the City.
- Capacity Evaluation Analysis:
 - Evaluate and compare model results against the capacity evaluation criteria to identify where the system may be undersized or have additional capacity for the existing and future conditions (based on growth projections and Task 3.4 mitigation actions).
 - Review model results and analysis with the City and get their feedback. This can occur at a regularly scheduled project meetings.
 - Develop up to five (5) heat maps to visually identify where the system is under/overcapacity. All maps will be 11x17 and developed for two conditions: existing, and future plus mitigated actions as determined in Task 3.4.

The Consultant will prepare a Stormwater Model Report describing the findings of the evaluations, summarizing the stormwater modeling results, and providing recommendations for model updates.

Task 2.4 Deliverables:

- Draft and final Stormwater Model Report
- 11x17 heat maps
- Stormwater Model
- Instructions for transferring the model work to the City.

Task 2.4 Assumptions:

- Modeling will be conducted for up to two design storms.

- Modeling will be prioritized to the stormwater system that is in the floodplain areas needed to address the project goals.
- Up to two (2) iterations/model adjustments will be made, as part of the draft model effort.
- The scope assumes that the stormwater infrastructure data provided by the City requires minimal revision and contains few data gaps. After the Consultant reviews the City's data, if more time is needed to revise the data or address data gaps, the additional work will be addressed in an amendment.
- The summary report will be up to ten (10) pages, not including maps figures, or modeling output data.
- The Consultant will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the Client and Consultant and defined in an amendment.

Task 2.5 Update Hydraulic Model (Contracted through County)

The County's consultant will update the existing hydraulic model using data gathered in Task 2.2 and Task 2.3. This task will be completed by the County's consultant under a separate contract. The model will comply with the standards required by FEMA for LOMR application.

The results of the model will be presented to the Tech Team in Task 3.1 to support a determination of the level of certainty and identification of primary flow paths, and compared to the stormwater model in Task 3.3. Additional revisions may be required as a result of stakeholder discussions.

The results of the model will be described in a report and shown on maps. The deliverables will be prepared to FEMA standards and be able to support a LOMR.

Task 2.5 Assumptions:

- The County's consultant will update the model developed in 2023

Task 2.5 Deliverables:

- Updated flood model that complies with FEMA requirements for a LOMR application.
- Maps showing updated draft floodplain based on most current FEMA methods as determined in Task 2.3.
- Memo describing model updates

Task 3 — Identify Mitigation Actions and Public Outreach (\$150K)

The goal of Task 3 is to identify priority mitigation actions that will provide the greatest reduction in flood risk in the studied areas within the UGA and City while being feasible, resilient to changing conditions, equitable, and cost-effective. The actions will be identified using the most current and accurate information, in a collaborative environment with shared goals. Action development and alternatives analysis will be consistent with CFHMP guidance.

Task 3 will result in a list of prioritized mitigation actions that will be added to the County's and/or City's CFHMP or HMP. After the mitigation actions are identified, the City and County will have a unified mitigation strategy and can work towards implementation of the actions for reduced flood risk associated with Whiskey Creek, Mercer Creek, and Wilson Creek.

Task 3 also includes a robust public outreach process to involve the public in the project and create awareness of potential flooding scenarios, highest risk areas, and notify affected property owners of proposed updates to the Flood Insurance Rate Maps.

Task 3.1 Technical Stakeholder Team

Perteet will support the City's formation of a Technical Stakeholder Team (Tech Team) that will be active throughout the project to help guide the City in decision-making processes, floodplain analysis, identification of potential mitigation actions, public outreach efforts, and data collection efforts. The Tech Team will include, but not be limited to, staff from the City, County, and County Flood Control Zone District, consultant team members, and other agencies or entities that have an interest in flood reduction (e.g. CWU, WDFW, Kittitas Conservation District, Ecology, etc), or provide support to vulnerable populations within the City.

At the onset of the Tech Team meetings, the Tech Team will identify goals which can be used to measure success of this project and the identification of mitigation actions.

Task 3.1 Deliverables:

- Tech Team agendas, meeting summaries, meeting materials, and attendance log

Task 3.1 Assumptions:

- The makeup of the Tech Team will be determined by the CPT.
- The Tech Team will meet no more than monthly, as needed, throughout the duration of the project. This scope assumes 12 Tech Team meetings.
- The Tech Team meetings will be hybrid and will be hosted at City Hall.
- The City is responsible for securing meeting space for the Tech Team meetings.
- Perteet will attend the meetings in person. The remaining consultant team members do not need to attend in person unless specifically requested.

Task 3.2 Public Outreach

Perteet will lead the development of accessible, engaging, and educational outreach events using various methods, including websites, story map, and in-person events.

Public outreach will include the whole community, but some outreach will be targeted towards residents of properties that are identified as being in the high-risk flood zone and are affected by the proposed map change in the City and UGA. The outreach will focus on flood education and notification of potential future map changes and will meet the Federal Emergency Management Agency (FEMA) requirements for LOMR outreach. Perteet will support the City in developing materials for and hosting joint open house events in which the public can learn more about the project and discuss their specific concerns. Perteet will also support the City in any individual or joint public meetings, if necessary, such as presentations to the City Council. Members of the consultant team will attend and/or provide support in preparing meeting materials.

The outreach will occur in three district phases:

- During data collection (Tasks 2.2 and 2.3), the city will host an open house style event in which the public can learn more about the project and discuss their specific concerns.
- After the flood model is refined (Task 2.5), the City will host an outreach event for the whole community and targeted towards properties that are identified as being in the high-risk flood

zone. The outreach will focus on flood education and notification of potential future map changes and will meet the FEMA requirements for LOMR outreach.

- During the analysis of mitigation alternatives (Task 3.4), the City will host public outreach to present the results of the alternatives analysis and solicit the public's opinion on their preferred alternatives.

For any publications and education and outreach materials, the City and the consultant team will follow Ecology's requirements in the following sections of the Agreement General Terms and Conditions:

- 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY which requires the City to comply with OCIO Policy no. 188 Accessibility (<https://ocio.wa.gov/policy/accessibility>)
- 19. PRESENTATION AND PROMOTIONAL MATERIALS which requires the City to:
 - Provide a draft to the Ecology Project Manager for review 10 days prior to publication and include the review and approval process in the project timeline;
 - If requested, provide two final copies and an electronic copy of any material developed;
 - Receive approval by Ecology prior to use of the Ecology logo on any communication materials intended for public distribution; and
 - Acknowledge that funding was provided by ECOLOGY.

Task 3.2 Deliverables:

- Draft public outreach materials prepared at least 15 days before publication (5 days for City review, and 10 days for Ecology's review)
- Final public outreach materials
- Public meeting agendas and attendance logs
- Public meeting summaries

Task 3.2 Assumptions:

- Perteet will prepare up to three flyers, three postcards, and three social media graphics.
- If requested by the CPT, Perteet will develop or support the City's development of an interactive web map.
- The City's Public Information Officer will support the project by preparing press releases and helping to ensure the meeting invites reach the targeted audiences.
- The City will provide meeting space.
- Open house meetings will be at City Hall Council Chamber or other similar venues.
- The County will participate in the planning and hosting of the public meetings, but the topics will be focused on flooding within the City and UGA

Task 3.3 Floodplain-Stormwater Model Results Analysis

After tasks 2.4 and 2.5 are completed, the consultant team, with support from the CPT and Tech Team, will evaluate the model results to support the development of mitigation actions. The evaluation will include comparing the effective floodplain, previous flood model results, and updated flood model results; identifying areas where the stormwater system helps reduce flooding or adds to the flooding, such as moving stormwater from one area of the City to another; and to discuss where potential interactions occur between the flood waters and the stormwater system. The results of the evaluation will support determination of mitigation measures in Task 3.4 and will be summarized in a floodplain-stormwater analysis technical memo.

This task also provides an opportunity for the City to more thoroughly review the floodplain model to increase the City's level of certainty in the model results and the identified floodplain boundaries.

Task 3.3 Deliverables:

- Draft and final floodplain-stormwater analysis technical memo

Task 3.3 Assumptions:

- Any identified interactions, effects, or other results of the analysis will be assessed further in Task 3.4.

Task 3.4 Mitigation Actions

The consultant team and Tech Team will evaluate the results of the updated hydraulic model, the new stormwater model, and the technical memo prepared in Task 3.3 to identify potential mitigation measures. The evaluation will focus on identifying actions that will provide the greatest benefit to the public and are feasible, cost-effective, resilient, and equitable, and meet the goals of this project. Certain actions that modify flooding and/or stormwater will be modeled to determine the effectiveness. Actions that also benefit the habitat within the City and UGA will be identified as multiple benefit actions. Actions may include, but not be limited to: acquisitions; identifying and protecting primary flow paths or flood storage areas; improvements to the stormwater system, such as regional stormwater facilities; outreach and education; regulation updates; staff training; conservation/flood easements; emergency response measures; and/or home elevations or property acquisitions. Some actions may also identify future planning needs, such as additional alternatives analyses or feasibility studies.

After the action alternatives are identified, the actions will undergo an alternatives analysis pursuant to Comprehensive Flood Hazard Management Plan (CFHMP) guidance. The actions will be prioritized, grouped into strategies, and a funding and partnership strategy will be developed. The actions and strategies will be added to the Kittitas County Hazard Mitigation Plan (HMP) which also serves at the County's CFHMP. All in-water actions will undergo an alternatives analysis and evaluation of effects in compliance with WAC 173-145-040. The actions and strategies will also include all information necessary to meet FEMA HMP requirements, per the Local Mitigation Planning Policy Guide, effective April 19, 2023 (FP 206-21-0002) .

All mitigation actions considered will be described in a memo. The Mitigation Actions Memo will address all actions and describe the alternatives analysis process and why certain actions were or were not prioritized. A list of prioritized mitigation actions will be prepared in a format that facilitates adding the actions into the HMP.

Task 3.4 Deliverables:

- Mitigation Actions Memo, including alternatives analysis discussion.
- List of prioritized mitigation actions and strategies.
- In-water effects evaluation worksheets.

Task 3.4 Assumptions:

- The Tech Team will identify which actions should be modeled to determine effectiveness.
- Up to 4 alternatives will be modeled in each the stormwater model and the flood model. If budget remains, the City may request more modeling.
- Up to 4 planning level cost estimates will be prepared. If budget remains, the City may request additional cost estimates.

EXHIBIT B

ID	Task Name	Qtr 1, 2024 Jan Feb Mar	Qtr 2, 2024 Apr May Jun	Qtr 3, 2024 Jul Aug Sep	Qtr 4, 2024 Oct Nov Dec	Qtr 1, 2025 Jan Feb Mar	Qtr 2, 2025 Apr May Jun	Qtr 3, 2025 Jul Aug Sep
1								
2	Kickoff Meeting		1					
3	Data Collection							
4	Floodplain Analysis							
5	City Conditions Memo							
6	Public Outreach #1		◁ 6/26					
7	Stormwater Model							
8	Flood Model							
9	Tech Team							
10	Flood Storm Analysis							
11	Public Outreach #2		◆ 2/26					
12	Mitigation Actions							
13	Public Outreach #3		• 5 / 14					
14	Project End		• 6/30					

Project	Ellensburg Urban Flooding Analysis	Contract Start Date	1/14/2024	Last Update date	1/31/2024
Client	City of Ellensburg	Contract End Date	6/30/2025	Perteet Project No.	20230120.0000
PM	Christina Wollman	Contract Duration:	17 Months		

	Director	Sr Planner/Cult ural Resources Manager	Planner II	Planner I	Accountant	Clerical	Mkt Proposal Mgr	Total Hours	Labor Dollars
Task	Billing Rate	\$102.38	\$56.72	\$38.00	\$29.40	\$54.83	\$35.55	\$45.00	
Task 1 - (City Only)									
Total Task 1 - (City Only)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Task 2 - Data Collection and Modeling									
2.1 - CPT and Project Management		14.00			8.50			22.50	\$1,260.00
2.2 - Data Collection		56.00	36.00	46.00		4.00		142.00	\$6,039.00
2.3 - Floodplain Analysis		5.00	48.00	22.00	28.00			103.00	\$4,894.00
2.4 - Stormwater Model (Sub)									
2.5 - Flood Model (County)									
Total Task 2 - Data Collection and Modeling		5.00	118.00	58.00	74.00	8.50	4.00	0.00	267.50
Total Task 2 - Data Collection and Modeling		5.00	118.00	58.00	74.00	8.50	4.00	0.00	\$12,193.00
Task 3 - Identify Mitigation Actions and Public Outreach									
3.1 - Tech Team		45.00	4.00	12.00				61.00	\$3,057.00
3.2 - Public Outreach		9.00	90.00	16.00	31.00		10.00	156.00	\$7,996.00
3.3 - Flood/Storm Model Analysis		6.00	26.00	6.00	1.00			39.00	\$2,346.00
3.4 - Mitigation Actions		6.00	76.00	10.00	20.00	2.00		114.00	\$5,964.00
Total Task 3 - Identify Mitigation Actions and Public Outreach		21.00	237.00	36.00	64.00	0.00	2.00	370.00	\$19,363.00
Total Task 3 - Identify Mitigation Actions and Public Outreach		21.00	237.00	36.00	64.00	0.00	2.00	370.00	\$19,363.00
Total Hours		26.00	355.00	94.00	138.00	8.50	6.00	637.50	
Total Dollars		\$2,662.00	\$20,136.00	\$3,572.00	\$4,057.00	\$466.00	\$213.00	\$450.00	\$31,556.00

Expenses:	
Miscellaneous Expenses	516
Totals:	516

Subconsultant Fees:	Cost	Markup	Bill
Non-Specified Subconsultant	160,500		160,500
Totals:	160,500		160,500

SUMMARY		
Direct Salary Cost		\$31,556.00
Overhead Cost	188.43%	\$59,461.00
Fee 30%		\$9,467.00
Labor		\$100,484.00
Expenses		\$516.00
Subconsultants		\$160,500.00
CONTRACT TOTAL		\$261,500.00

EXHIBIT D

				County		
1	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
2.1	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 10,000.00
2.2	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 50,000.00
2.3	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 30,000.00
2.4	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00
2.5	\$ -	\$ -	\$ 40,000.00	\$ 10,000.00	\$ -	\$ 50,000.00
Task 2 SUBTOTAL	\$ 39,000.00	\$ 120,500.00	\$ 60,500.00	\$ 10,000.00	\$ 10,000.00	\$ 240,000.00
3.1	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ -	\$ 24,000.00
3.2	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 3,000.00	\$ 52,000.00
3.3	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 21,000.00
3.4	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ -	\$ 53,000.00
Task 3 SUBTOTAL	\$ 62,000.00	\$ 40,000.00	\$ 40,000.00	\$ 5,000.00	\$ 3,000.00	\$ 150,000.00
TOTAL	101,000.00	\$160,500.00	\$100,500.00	\$ 15,000.00	\$	
TOTAL GRANT AWARD \$400,000.00						



Meeting Date: March 28, 2024

City of Ellensburg
Utility Advisory Committee Agenda Report

Agenda Subject: Sustainability and Energy Roadmap and Implementation Plan
Submitted by: Buddy Stanavich , Energy Resources Manager
Department: Public Works & Utilities

Suggested Motion/Action:
Information and Discussion

Background/Summary:

The City of Ellensburg adopted a Strategic Vision for 2023 – 2028 which is guided by five strategic pillars that include, among others, Energy & Natural Resources and Sustainable Infrastructure. Additionally, Washington state has enacted several laws recently aimed at reducing carbon emissions by 95% by 2050. Washington State's Clean Energy Transformation Act (CETA) and, more recently, the Climate Commitment Act (CCA) creates compliance milestones and reporting requirements for the City's natural gas and electric utilities.

The City Council's Strategic Vision along with the State's legislation impacts the city-owned electric and gas utilities, the municipality, and the community at large. Any actions taken by one group to advance the vision, or comply with the legislation, can have a significant impact on the other group, either positively or negatively, making it challenging to make investment and policy decisions. For example, increased electrification may also create supply constraints on the utility, which could cause rate increases or supply issues for vulnerable populations. For this reason, care was taken when developing the plan, to understand and consider the needs of the entire community and the impact actions may have on them.

Previous Council Action:

Council adopted the City of Ellensburg's first-ever Sustainability and Energy Plan (SEP) in early 2024.

Analysis:

Sustainability and Energy Roadmap and Implementation Plan

To reduce GHG emissions and meet statewide energy goals, the City of Ellensburg has identified 13 overarching strategies supported by 69 specific actions across five sustainability categories: Energy, Green Buildings, Transportation, Water, and Land Use. As part of the planning process, Ellensburg conducted supporting analyses on energy demand, power supply, and regulatory compliance. The findings showed that removing natural gas consumption alone, while significant, would not be enough to meet the emissions reduction goals of the CCA. As such, several supplemental emissions reduction strategies are

identified under the Energy category and across other categories to help ensure regulatory compliance and effective emissions reduction over time.

To execute the decarbonization and sustainability strategies in this roadmap, the City will leverage its internal staff and resources where possible to begin prioritizing which actions will be taken first, based on a broad set of criteria that will be further refined and applied after the SEP is adopted. As priority actions are identified, the City will take advantage of external funding from federal and state grants to cost-effectively implement the SEP.

The City will develop and refine a prioritization matrix that will measure the costs and savings tied to each action against their anticipated impacts. Focusing on: cost-benefits, funding availability, staff resources, emissions impact, equity and co-benefits.

Table E-1. Sustainability and Energy Plan Strategies

Category	Strategy No.	Strategy
Energy	E-1	Decarbonize Ellensburg's electric power supply to comply with CETA targets
	E-2	Explore all possible energy transition pathways to mitigate emissions in compliance with the Climate Commitment Act
	E-3	Improve energy (grid) and climate resilience across Ellensburg
Green Buildings	G-1	Improve energy efficiency across all existing municipal and community wide buildings
	G-2	Set energy efficiency and electrification standards or requirements for all new municipal and community-wide buildings
	G-3	Promote and enable the use of distributed energy resources (DERs) to decarbonize municipal and community-wide buildings
Transportation	T-1	Decarbonize municipal and Central Transit vehicle fleets
	T-2	Improve Central Transit system and programs to encourage community wide use of public transit, with a focus on urban growth areas and communities with disadvantaged or vulnerable individuals
	T-3	Reduce vehicle miles traveled and transportation emissions across Ellensburg through active transportation, electric vehicles (EVs) and land use initiatives
	T-4	Leverage partnerships with local, regional and national institutions to promote mode shift and active transportation
Water	W-1	Implement water conservation and recycling strategies to reduce consumption at municipal facilities
	W-2	Implement water conservation and recycling strategies to reduce consumption community-wide
Land Use	L-1	Deploy zoning and land use tools that promote infill and transit-oriented development (TOD)

Financial Impact:

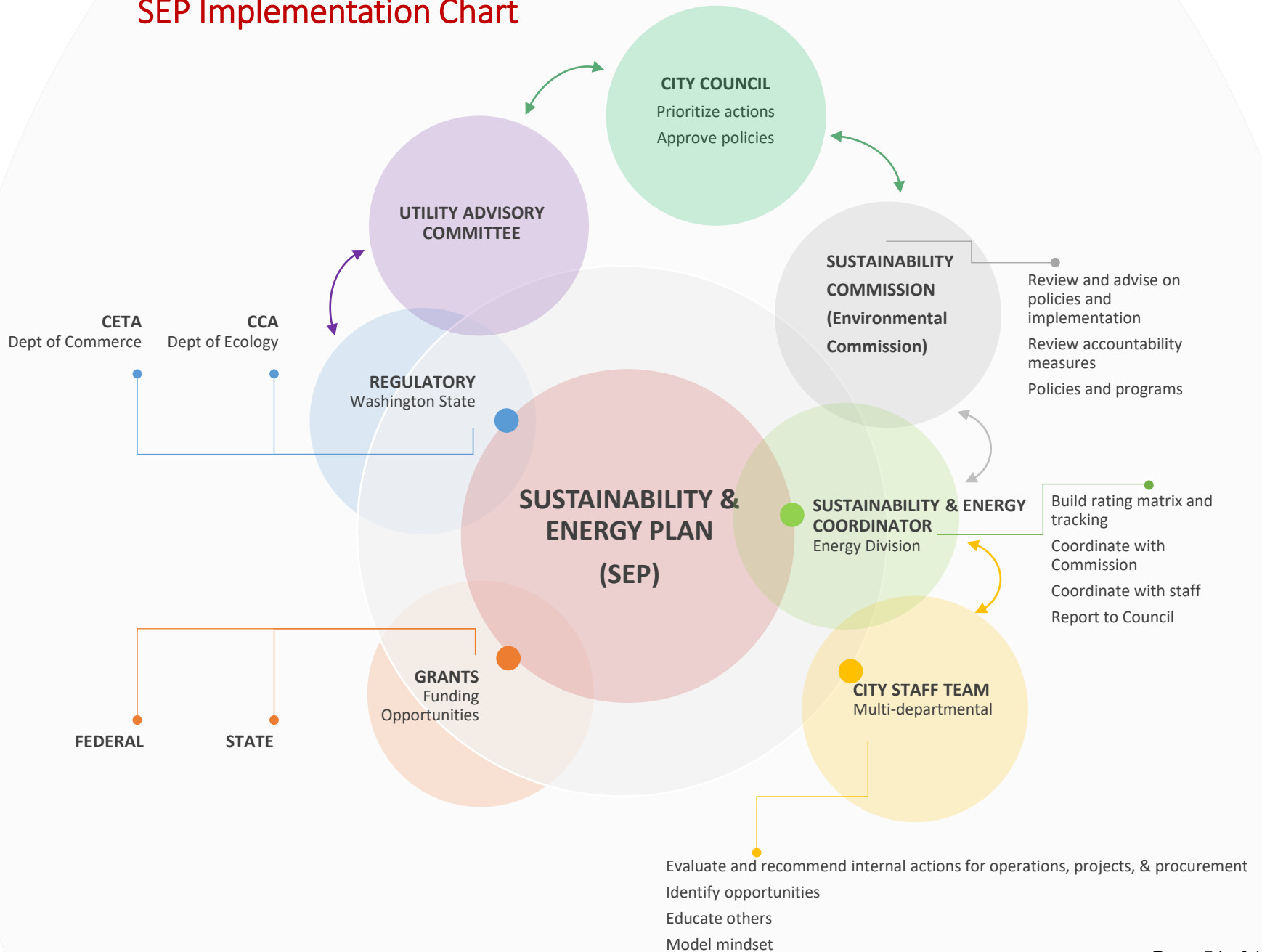
Financial impacts will be evaluated based on each action's implementation cost and benefits and prioritization given to those that come at the lowest cost to the City and Ellensburg residents. Actions that can be implemented using external funding sources will also be prioritized, considering grant procurement and policy support resources (as approved through the City's budget process).

Budget Adjustment: No

Attachments:

1. SEP Implementation Chart - DRAFT
2. SEP - Roadmap Overview

SEP Implementation Chart



3.1 Roadmap Overview

To reduce GHG emissions and meet statewide energy goals, the City of Ellensburg has identified 13 overarching **strategies** supported by 69 specific **actions** across five sustainability **categories**: Energy, Green Buildings, Transportation, Water, and Land Use.

Each action is accompanied by **target area**, either municipal or community-wide, which indicates the anticipated scope of impact for that action. These are included to guide the City and its stakeholders when prioritizing actions for implementation.

Figure 3-1 provides definitions for each element of the Roadmap, and Table 3-1 offers a summary of all categories and strategies included in this *Sustainability and Energy Plan*.

Figure 3-1. How to Read this Roadmap

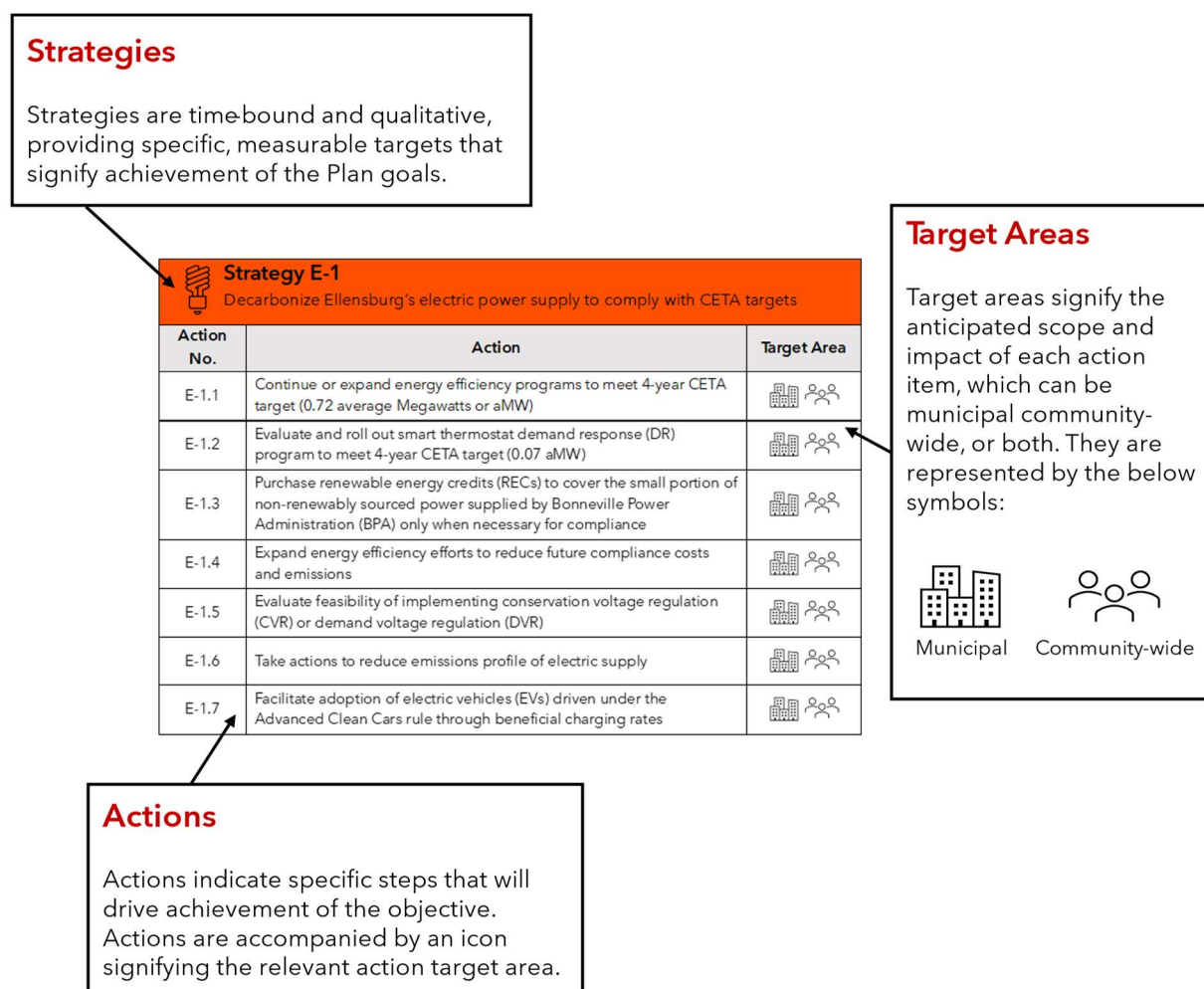


Table 3-1. Sustainability and Energy Roadmap Categories and Strategies

Category	Strategy No.	Strategy
Energy	E-1	Decarbonize Ellensburg's electric power supply to comply with CETA targets
	E-2	Explore all possible energy transition pathways to mitigate emissions in compliance with the Climate Commitment Act
	E-3	Improve energy (grid) and climate resilience across Ellensburg
Green Buildings	G-1	Improve energy efficiency across all existing municipal and community wide buildings
	G-2	Set energy efficiency and electrification standards or requirements for all new municipal and community-wide buildings
	G-3	Promote and enable the use of distributed energy resources (DERs) to decarbonize municipal and community-wide buildings
Transportation	T-1	Decarbonize municipal and Central Transit vehicle fleets
	T-2	Improve Central Transit system and programs to encourage community wide use of public transit, with a focus on urban growth areas and communities with disadvantaged or vulnerable individuals
	T-3	Reduce vehicle miles traveled and transportation emissions across Ellensburg through active transportation, electric vehicles (EVs) and land use initiatives
	T-4	Leverage partnerships with local, regional and national institutions to promote mode shift and active transportation
Water	W-1	Implement water conservation and recycling strategies to reduce consumption at municipal facilities
	W-2	Implement water conservation and recycling strategies to reduce consumption community-wide
Land Use	L-1	Deploy zoning and land use tools that promote infill and transit-oriented development (TOD)

3.2 Energy

Outside of transportation, emissions from energy consumption offers the greatest opportunity for emissions reduction. Emissions from stationary energy use (e.g., electricity, natural gas) makes up over a third of both municipal and community-wide GHG emissions. While the Ellensburg grid is very clean—over 95% of city-wide electricity currently comes from zero-emission sources—there are still steps Ellensburg can and must take to reduce the carbon intensity of the City's energy supply to comply with CETA and achieve statewide emissions goals. Furthermore, eliminating natural gas demand and consumption alone will not be enough to meet the emissions reduction targets established via the CCA. Consequently, additional strategies and actions were developed to move the City closer to hitting those goals and to align with the City's updated *Clean Energy Implementation Plan*.

Informed by supporting analyses on energy efficiency, demand response and CCA compliance, Ellensburg will pursue three strategies to address emissions from energy consumption:

- **E-1:** Decarbonize Ellensburg's electric power supply in compliance with CETA targets
- **E-2:** Explore all possible energy transition pathways to mitigate emissions in compliance with the Climate Commitment Act
- **E-3:** Improve energy (grid) and climate resilience across Ellensburg

Table 3-2. Strategy E-1 Actions and Target Areas

 Strategy E-1 Decarbonize Ellensburg's electric power supply to comply with CETA targets		
Action No.	Action	Target Area
E-1.1	Continue or expand energy efficiency programs to meet 4-year CETA target (0.72 average Megawatts or aMW)	 
E-1.2	Evaluate and roll out smart thermostat demand response (DR) program to meet 4-year CETA target (0.07 aMW)	 
E-1.3	Purchase renewable energy credits (RECs) to cover the small portion of non-renewably sourced power supplied by Bonneville Power Administration (BPA) only when necessary for compliance	 
E-1.4	Expand energy efficiency efforts to reduce future compliance costs and emissions	 
E-1.5	Evaluate feasibility of implementing conservation voltage regulation (CVR) or demand voltage regulation (DVR)	 

 Strategy E-1 (Continued) Decarbonize Ellensburg's electric power supply to comply with CETA targets		
Action No.	Action	Target Area
E-1.6	Take actions to reduce emissions profile of electric supply	 
E-1.7	Facilitate adoption of electric vehicles (EVs) driven under the Advanced Clean Cars rule through beneficial charging rates	 

Table 3-3. Strategy E-2 Actions and Target Areas

 Strategy E-2 Explore all possible energy transition pathways to mitigate emissions in compliance with the Climate Commitment Act		
Action No.	Action	Target Area
E-2.1	Revise natural gas line extension allowance/policy to comply with the Climate Commitment Act	 
E-2.2	Consider incentives and programs for fuel switching across all sectors based on expected future compliance costs, combined with electric energy efficiency incentives & Inflation Reduction Act (IRA) tax credits	 
E-2.3	Focus natural gas energy efficiency efforts on fuel-neutral measures like weatherization	 
E-2.4	Evaluate market-based approaches or incentive programs that could be implemented by the City to guide the transition to alternative fuels	 
E-2.5	Implement RNG capture project with wastewater system if approved by EPA or identify other ways to capture/reduce emissions	
E-2.6	Consider policy changes that move away from natural gas system expansion	 
E-2.7	Consider a plan to decarbonize the utility taking into consideration the rising cost of maintaining the gas distribution infrastructure as the number of rate payers decrease, causing possible hardship to vulnerable community members and businesses who are unable to switch to electricity	 

Table 3-4. Strategy E-3 Actions and Target Areas

 Strategy E-3 Improve energy (grid) and climate resilience across Ellensburg		
Action No.	Action	Target Area
E-3.1	Install battery storage for solar array to support EV charging along the Interstate 90	 
E-3.2	Install battery storage at community cooling and warming centers to provide resilient shelters for Ellensburg residents	 
E-3.3	Establish incentives for residential solar and battery storage	 
E-3.4	Continue undergrounding new and existing utility lines where physically and financially feasible	
E-3.5	Explore opportunities for advanced metering infrastructure and emerging systems technology city-wide that use demand response to reduce grid strain	 
E-3.6	Market community cooling and warming centers and other critical community sites to inform Ellensburg residents of community-wide emergency services	 
E-3.7	Educate consumers and HVAC installers on high-efficiency, low-emission energy options and incentives	 
E-3.8	Explore renewable and non-emitting power generation alternatives	 
E-3.9	Assess the impacts of increased electricity loads on electric transmission and distribution systems	 
E-3.10	Develop a strategy to ensure reliable supply for peak power demand	 
E-3.11	Explore innovation in energy efficiency measures and renewable resources with Central Washington University to benefit workforce and economy	 

3.3 Green Buildings

While Ellensburg's energy strategies will focus on supply-side energy emissions, the City will also explore green building strategies to reduce energy demand from stationary assets. Internal stakeholders at the City indicated a priority for strategies that not only address emissions reductions, but also facilitate building improvements at aging facilities, with a priority for buildings with deferred maintenance. External stakeholders also expressed a desire for strategies that would increase access to building efficiency improvements for residents.

Ellensburg will pursue three strategies to decarbonize buildings:

- **G-1:** Improve energy efficiency across all existing municipal and community-wide buildings
- **G-2:** Set energy efficiency and electrification standards or requirements for all new municipal and community-wide buildings
- **G-3:** Promote and enable the use of distributed energy resources (DERs) to decarbonize municipal and community-wide buildings

Table 3-5. Strategy G-1 Actions and Target Areas

 Strategy G-1 Improve energy efficiency across all existing municipal and community-wide buildings		
Action No.	Action	Target Area
G-1.1	Replace aging interior and exterior lighting and appliances for all municipal facilities with energy-efficient alternatives, prioritizing areas with deferred maintenance	
G-1.2	Install sensors and energy controls on lighting and equipment to schedule time of use and manage demand	
G-1.3	Comply with code requirements for replacing end-of-life natural-gas-powered HVAC systems with all-electric heat pumps, and explore technical and cost feasibility of exceeding code requirements to accelerate this transition	
G-1.4	Monitor wastewater treatment facility energy to track reductions associated with the 2022 General Sewer Plan improvements	
G-1.5	Deploy weatherization measures at recreational facilities with high energy use intensity to reduce natural gas demand	

 Strategy G-1 (Continued) Improve energy efficiency across all existing municipal and community-wide buildings		
Action No.	Action	Target Area
G-1.6	Establish a building maintenance fund/energy-tracking software that can be used to track energy savings from building improvements	
G-1.7	Utilize BPA incentive funds and work with local businesses to provide energy audits for residential and commercial utility customers	
G-1.8	Explore feasibility of adopting city-level energy use intensity targets for buildings over 10,000 square feet, exceeding Clean Buildings Performance Standards (CBPS) and state requirements	
G-1.9	Provide rebates for residential and commercial customers to support upgrades to energy-efficient and all-electric appliances and lighting, in support of achieving CBPS targets	
G-1.10	Expand incentives and support programs for weatherization upgrades in existing buildings and infrastructure	

Table 3-6. Strategy G-2 Actions and Target Areas

 Strategy G-2 Set energy efficiency and electrification standards or requirements for all new municipal and community-wide buildings		
Action No.	Action	Target Area
G-2.1	Set minimum green building certification requirements for all new municipal buildings	
G-2.2	Require lifecycle design evaluations for all new municipal buildings and create guidelines for such evaluations for commercial and industrial buildings	

Table 3-7. Strategy G-3 Actions and Target Areas

 Strategy G-3 Promote and enable the use of distributed energy resources (DERs) to decarbonize municipal and community-wide buildings		
Action No.	Action	Target Area
G-3.1	Install additional on-site renewable generation, storage and distributed energy resources	
G-3.2	Create specifications or equipment replacement plans to electrify or use alternative fuels for building, construction and maintenance equipment	
G-3.3	Bolster and deploy additional incentive and rebate programs for residential and commercial solar installations	
G-3.4	Explore and expand community renewable facilities	

3.4 Transportation

Transportation provides the greatest opportunity to reduce city-wide emissions. Emissions from City transportation and fleet vehicles make up approximately 27% of municipal emissions and nearly two-thirds of community-wide emissions come from residential and commercial vehicles. However, nearly two-thirds of public survey respondents residing within City limits expressed that they currently use or plan to increase their use of alternative transportation (i.e., modes of mobility that are not single-occupancy vehicles), indicating that this could be an effective strategy to reduce emissions in the long term. The remaining third of respondents within the city of Ellensburg expressed that they do not currently use alternative transportation.

Ellensburg will pursue four strategies to decarbonize the transportation sector:

- **T-1:** Decarbonize municipal and Central Transit vehicle fleets
- **T-2:** Improve Central Transit system and programs to encourage community-wide use of public transit, with a focus on urban growth areas and communities with disadvantaged or vulnerable individuals
- **T-3:** Reduce vehicle miles traveled and transportation emissions across Ellensburg through active transportation, electric vehicles (EVs) and land use initiatives
- **T-4:** Leverage partnerships with local, regional and national institutions to promote mode shift and active transportation

Table 3-8. Strategy T-1 Actions and Target Areas

 Strategy T-1 Decarbonize municipal and Central Transit vehicle fleets		
Action No.	Action	Target Area
T-1.1	Implement Central Transit's <i>Zero Emission Transition Plan</i>	
T-1.2	Install zero-emission vehicle charging and fueling infrastructure across municipal and Central Transit facilities to support the zero-emission vehicle transition	
T-1.3	Explore and implement interim fueling solutions to reduce vehicular emissions from existing municipal fleet vehicles (e.g., renewable compressed natural gas, R-100 renewable diesel)	

Table 3-9. Strategy T-2 Actions and Target Areas

 Strategy T-2 Improve Central Transit system and programs to encourage community-wide use of public transit, with a focus on urban growth areas and communities with disadvantaged or vulnerable individuals		
Action No.	Action	Target Area
T-2.1	Update <i>Citywide Transit Master Plan</i> to identify opportunities for Central Transit to better connect residents to citywide destinations	 
T-2.2	Update existing frequency and route plans that provide more options for riders and offer first-/last-mile solutions	 
T-2.3	Improve ADA accessibility, rider protection, shading, and other safety and comfort features at all transit stops	 
T-2.4	Add sensors at traffic signals that enable traffic priority for transit	 
T-2.5	Review level of service standard and revise to fit City and community needs	 
T-2.6	Pursue federal and state grant funding to support Central Transit and community-wide traffic improvements	 
T-2.7	Complete safe streets study and develop a system-wide Transit Safety Plan	 
T-2.8	Enhance accessible community education resources (e.g., digital, physical, multilingual) to inform current and prospective riders on the benefits of public transit and Central Transit service offerings	 
T-2.9	Work with partners to improve regional transportation options	 

Table 3-10. Strategy T-3 Actions and Target Areas

 Strategy T-3 Reduce vehicle miles traveled and transportation emissions across Ellensburg through active transportation, electric vehicles (EVs) and land use initiatives		
Action No.	Action	Target Area
T-3.1	Develop a rolling 3-year roadmap for implementing the City's <i>Active Transportation Plan</i>	 
T-3.2	Identify additional opportunities across the City of Ellensburg to discourage single-passenger driving and reduce maintenance needs	 

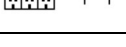
 Strategy T-3 (Continued) Reduce vehicle miles traveled and transportation emissions across Ellensburg through active transportation, electric vehicles (EVs) and land use initiatives		
Action No.	Action	Target Area
T-3.3	Establish additional access routes outside of the existing street system for bicycle and pedestrian traffic with connections to parks, trails, and other recreational amenities	
T-3.4	Survey municipal and community-wide facilities to identify locations to deploy public EV charging infrastructure	
T-3.5	Review and update building codes as needed to ensure there are requirements for existing and new buildings to add and install sufficient EV charging infrastructure	
T-3.6	Create new or revise existing traffic engineering standards for new roadway development and design with a focused on reduced VMT	
T-3.7	Reduce or eliminate any existing parking minimums for new lot developments and other institutional uses	
T-3.8	Institute traffic signal safety improvements in medium- and high-density areas in residential and commercial zones	
T-3.9	Adopt a policy to prefer roundabouts where feasible at strategic intersections and begin a program to purchase adequate rights-of-way	

Table 3-11. Strategy T-4 Actions and Target Areas

 Strategy T-4 Leverage partnerships with local, regional and national institutions to promote mode shift and active transportation		
Action No.	Action	Target Area
T-4.1	Partner with businesses to set up bikeshare and carshare programs community-wide	
T-4.2	Partner with Central Washington University to develop programs that encourage alternative modes of transportation for students, faculty and staff	
T-4.3	Work with the League of American Bicyclists and other organizations to identify improvements community-wide to promote cycling and other alternative modes of transportation	
T-4.4	Partner with Ellensburg's six K-12 schools and private school to set up or improve existing K-12 walk-/bike-to-school programs	

3.5 Water

While emissions from water use were not measured as a part of the *SEP* process, the City of Ellensburg remains committed to sustainability managing its water resources. The City has identified two Water-oriented strategies:

- **W-1:** Implement water conservation and recycling strategies to reduce consumption at municipal facilities
- W-2:** Implement water conservation and recycling strategies to reduce consumption community-wide

Table 3-12. Strategy W-1 Actions and Target Areas

 Strategy W-1 Implement water conservation and recycling strategies to reduce consumption at municipal facilities		
Action No.	Action	Target Area
W-1.1	Identify opportunities for new green infrastructure installations (e.g., permeable pavement, bioswales,) to support groundwater retention and water recycling	
W-1.2	Introduce water conservation interventions at the building level (e.g., low-flow appliances, xeriscaping) to reduce water consumption	

Table 3-13. Strategy W-2 Actions and Target Areas

 Strategy W-2 Implement water conservation and recycling strategies to reduce consumption community-wide		
Action No.	Action	Target Area
W-2.1	Develop a low-income green infrastructure program to provide financial support to residents interested in installing green infrastructure	
W-2.2	Identify opportunities for watershed restoration	
W-2.3	Introduce rebate, incentive, and appliances hand-out programs that encourage community-wide use of low-flow appliances and xeriscaping	

3.6 Land Use

Land use and urban planning tools are critical to reducing community-wide emissions. The ways in which land is used and zoned, as well as different development types and permitting practices, have varying but significant bearing on the way a population will move about space and use resources. To reduce emissions at the community scale, Ellensburg will further explore two types of development: **infill development**, which repurposes existing unused or underutilized land for new construction; and **transit-oriented development**, which focuses on developing buildings and spaces near alternative modes of transportation (i.e., walking, cycling, public transit) that better connect residents to resources and destinations.

Table 3-14. Strategy L-1 Actions and Target Areas

 Strategy L-1 Deploy zoning and land use tools that promote infill- and transit-oriented development (TOD)		
Action No.	Action	Target Area
L-1.1	Implement zoning that promotes greater density	
L-1.2	Implement housing programs or building codes to support low- and middle-income households, including mixed use development in proximity to essential services and transit	
L-1.3	Encourage development along transit corridors and site new community facilities near major transit routes and pedestrians and bike paths	
L-1.4	Explore overlays or voluntary zones that encourage renewable energy development, low-/zero-emission vehicles, and other low-emission developments	
L-1.5	Identify spaces for dedicated green space and tree canopy cover to promote climate resilience and carbon sequestration	
L-1.6	Encourage development in unused downtown buildings for residential and office units	
L-1.7	Foster development of services near population centers across Ellensburg	



Meeting Date: March 28, 2024

City of Ellensburg

Utility Advisory Committee Agenda Report

Agenda Subject: Revise Electrical Rate "Primary service city-owned transformer E-204" and delete city code section 9.30.100 - Electric rates Paragraph B

Submitted by: Paul Meyer, Electrical Engineer

Department: Public Works & Utilities

Suggested Motion/Action:

Recommend that staff proceed with creating an ordinance to be presented to City Council revising the electrical rate "Primary service city-owned transformer E-204" to be a legacy rate available only to existing customers currently under that rate, and to delete city code section 9.30.100 - Electric rates Paragraph B.

Background/Summary:

City Code Section 9.91.P "Primary service city-owned transformer E-204" is a rate designed for primary services where the metering equipment is located on the high voltage primary (12,470V) side of the utility transformer. For this rate, the point of demarcation where ownership changes from city to customer is located at the low voltage secondary side of the utility transformer, meaning that the city owns the transformer and is responsible for its operation, maintenance and replacement.

An alternative rate E-205 exists and is similar to rate E-204 with the difference being that the point of demarcation is at the meter equipment located on the high voltage primary (12,470V) side of the transformer. This makes the transformer customer owned and the customer is responsible for its operation, maintenance and replacement.

Primary metering rates are attractive to large electrical customers as they receive lower electrical rates than the more typical General Service Three Phase Demand E-201 customers.

General service three phase demand E-201

Consumption charge: All usage at \$0.0534 per kWh

Demand charge: All demand at \$6.43 per kW

Customer charge: \$3.8564 per day

Primary service city-owned transformer E-204

Consumption charge: All usage at \$0.0574 per kWh

Demand charge: All demand at \$6.69 per kW

Customer charge: \$4.2156 per day

Primary service customer-owned transformer E-205

Consumption charge: All usage at \$0.0493 per kWh
Demand charge: All demand at \$5.51 per kW
Customer charge: \$3.9320 per day

City Code Section 9.30.100 - Electric rates

B. Whenever the eligibility criteria for qualifying for a demand rate changes, existing demand customers shall remain on their respective demand rates until such time as each account can be analyzed. If as a result of a meter audit a customer would be moved to a different rate schedule and their electric charges increase by more than ten percent, the customer shall remain or be returned to the rate schedule they were on prior to the audit and any charges collected in excess of ten percent shall be credited to the customer. After an existing demand customer that remains or is returned to the rate schedule they were on prior to the audit discontinues service, the next customer that receives service shall be moved to the rate schedule identified by the meter audit.

Previous Council Action:

None

Analysis:

Rate "Primary service city-owned transformer E-204" is not industry standard and the City only has one customer under this rate (Twin City Foods). Staff would like to make this a legacy rate that is only available to existing customers currently under this rate. This rate does not benefit the utility since it requires the electrical utility to operate and maintain large utility transformers that are unique to their specific installation. This rate also has limited benefit to the customer as it has higher costs than the General service three phase demand E-201.

City Code Section 9.30.100 - Electric Rates Paragraph B, does not allow changes to customer's electrical rates when the qualifications for rate classes are revised or to correct inappropriately applied electrical rates discovered during meter audits when those changes result in an increase in electrical charges by more than 10%. Rates can only be changed when a new customer takes over the account. This code section applies only to the electrical utility and no other city utility has a similar code. This provides a burden on the City for tracking and record keeping of these exempt accounts and also ties the City's hands when making changes to electrical rates and enforcing new rate structures. It also created conditions where rate payers subsidize the reduced electrical costs for these customers.

Financial Impact:

None

Budget Adjustment: No

Attachments:

None



Meeting Date: March 28, 2024

**City of Ellensburg
Utility Advisory Committee Agenda Report**

Agenda Subject: 2023-2024 Stormwater Management Plan (SWMP) update
Submitted by: Jon Morrow, Stormwater Manager
Department: Public Works & Utilities

Suggested Motion/Action:

Informational only, and questions are OK, but no formal approval or recommendation.

Background/Summary:

Annually, the stormwater utility is required to update the management plan as a requirement of the Eastern Washington Stormwater Permit by the Department of Ecology. It has been customary to bring the plan to the UAC for review and questions.

Previous Council Action:

The 2022-2023 SWMP and previous plans have been sent to the UAC for review and questions.

Analysis:

Review the plan and ask questions if needed.

Financial Impact:

No financial impact.

Budget Adjustment: No

Attachments:

1. Draft Management Plan 2023 2024

CITY OF ELLENSBURG



Gateway 1 Before



Gateway 1 After

Stormwater Management Plan Update

2023/2024

Written by

Jon Morrow Stormwater Utility Manager

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B. Post-Construction Stormwater Management for New Development and Re-Development **2023 Private/Public LID Development Update**

C. Illicit Discharge Detection and Elimination (IDDE)

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I. S7 Compliance with (TMDL)

J. Operation and Maintenance Plan Update **2022**

Appendices: Stormwater Utility Budget

Introduction:

On January 17, 2007 the City of Ellensburg was issued an Eastern Washington Phase II Municipal Stormwater permit. In compliance with the provisions of the State of Washington Water Pollution Control Law, Chapter, 90.48 Revised Code of Washington, and The Federal Water Pollution Control Act (The Clean Water Act), the City formed the Stormwater Utility in 2009.

The City of Ellensburg adopted ordinances, created utility fees, and hired the necessary staff to develop and implement programs aimed at complying with the permit. Those programs and projects are captured each year in the annual report to Ecology and Stormwater Management Plan (SWMP).

In addition to the NPDES Permit requirements, the City wrote its own Stormwater Operation and Maintenance (O&M) Plan in 2010 and updated it in 2017. The plan was updated in 2022. The City trained all field staff from all departments on Best Management Practices and pollution prevention from 2010 to current. A copy of the O&M 2022 Plan is provided in the O&M section of this update.

The City of Ellensburg maintains approximately 2,697 catch basins and manholes in the public right of way. The public storm system is comprised of 49.03 miles of underground pipe. The system discharges to approximately 90 outfalls in local streams. In addition, most of the newer parts of town infiltrate stormwater in bio-retention facilities (swales). The City's public storm system also receives runoff from private property, but not in all locations.

The SWMP outlines specific programs and projects aimed at improving water quality throughout the City. Public outreach/education, illicit discharge elimination, construction/post-construction runoff controls, public participation, operation maintenance, and LID stormwater retrofit projects are covered in detail with this plan.

A. Public Education and Outreach

City of Ellensburg Stormwater Utility Annual Grant Program Ongoing Annually

In 2015, the City Council approved a grant program whereby stormwater utility funds are used to improve the health of local streams and the environment. Applicants who can demonstrate water quality health improvements within the city limits are encouraged to apply annually. Grant applications are scored and ranked by the Environmental Commission and those applicants that meet the funding guidelines are awarded. The utility awards up to \$10,000 annually out of the stormwater budget.

In 2023 the Mid-Columbia Fisheries Enhancement Group (MCFEG) was awarded grant funding from the City's stormwater utility to continue the operation of the Adopt-A-Stream program, backyard stream protection program, and a water in the classroom education program. Volunteer groups from the community planted trees and removed trash from local streams. The Ellensburg Stormwater Utility is happy to help fund this necessary program.



Mid Columbia's 2023 year-end report utilizing Ellensburg's grant funds is the link below.

https://g3coe-my.sharepoint.com/:b:/g/personal/morrowj_ci_ellensburg_wa_us/ESXzyeTWBpdGj4D5FiCG_pEBMmvq2U5u8dy-lQorp1HNbQ?e=nADKFy

Media, workshops, seminars, fairs, schools, stream walks and activities:

The Eastern Washington Stormwater Permit requires an outreach education program that targets restaurants, industrial businesses, mobile businesses, fueling, automotive, and the general public. In 2022 a Fats, Oils, and Grease effectiveness study aimed at restaurants was the targeted audience, and fliers were distributed to all restaurants. A new flier will be created in 2024 to reach all homeowners about pet waste and disposal. Finance will have a new software program in 2024 so fliers can be emailed to homeowners instead of mailing hard copies in the utility bills. The old fliers will be handed out at the 2024 KEEN E3 Fair.

Earth Day Activities: 2023/2024 New

Earth Day 2023 was on April 22nd. The event was held at Irene Rinehart Park from 10 am to 3 pm. The event combined Arbor Day with Earth Day. The Utility hosted a free tree giveaway to people who attended the event. A ceremonial tree was planted in the park as a part of the celebration. The event expects over three hundred people to attend as it's being advertised on all forms of media. The event will be covered by the local newspaper, Ellensburg Daily Record. As a part of Earth Day, the event will also host a booth by the Franklin Conservation District/Drain Rangers, who will educate the public on pet waste runoff and only rain down the drain. With over three hundred people expected to attend the event, it is a good time to seize the opportunity to educate the public on stormwater awareness.



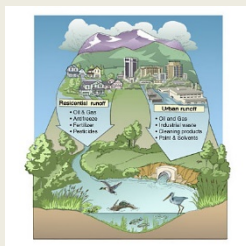
Interlocal Agreement Franklin County Conservation District (Drain Rangers) Ongoing

In 2023 the City and Franklin County Conservation District/Drain Rangers provided outreach education in local grade schools. Drain Rangers is back in the schools and not a virtual program any longer!!

Drain Rangers will be happening again in 2024 and this year the vector truck and sweeper will be a part of the curriculum.

Below is the progress report from Drain Rangers for 2023.

City of Ellensburg Jr. Drain Rangers, Drain Rangers & Wheat Week Report July – December 2023			
Jr. Drain Rangers	# Students	# Teachers	# Lessons
Kittitas County	95	8	6
Ellensburg	95	8	6
Ellensburg Christian School	39	3	3
Mt. Stuart Elementary	56	5	3
Grand Total	95	8	6
Drain Rangers	# Students	# Teachers	# Lessons
Kittitas County	17	1	1
Ellensburg	17	1	1
Ellensburg Christian School	17	1	1
Grand Total	17	1	1
Wheat Week	# Students	# Teachers	# Weeks
Kittitas County	141	8	4
Ellensburg	118	6	3
Ellensburg Christian School	9	1	1
Ida Nason Aronica Elementary	50	2	1
Valley View Elementary	59	3	1
Thorp	23	2	1
Thorp School	23	2	1
Grand Total	141	8	4
Drain Ranger Teacher Workshops:			
No teachers participated in Drain Rangers Workshops.			
Total students taught between July and December 2023 = 253			



(NEW) 2023-2024 S8 Monitoring Effectiveness Study

Ellensburg will be hiring a consultant in 2023 to sample storm runoff from University Way at the site where Gateway 1 is being constructed. The water sampling will take place prior to the construction and installment of the amended compost in the new swales. The idea is to demonstrate how well the stormwater treatment for Gateway works after construction. All of the details of sampling parameters, locations, logistics, etc, will be worked out when the consultant is hired in 2023. Sampling to determine how well the amended compost works, wont happen until 2024. This study will begin in 2023 and conclude in 2024/2025. It is intended to count as the S8 Monitoring component of the 2024 NPDES permit. **THIS WAS PUT ON HOLD UNTIL THE NEW PERMIT COMES OUT AUG/24**

Urban Streams and Brews New 2023

New this year is the KEEN Urban Streams and Brews. Ellensburg will be part of this event that used to take place before COVID. The Utility will be giving a talk on urban runoff, how streams are involved, and things the City is doing to treat urban runoff on several big LID retrofit projects. **THE EVENT WAS CANCELED BY KEEN ONE WEEK PRIOR, REASONS UNKNOWN?**



Urban Streams & Brews

Saturday June 3, 2023
11:30-4:00 || Tickets \$45 ||
www.ycic.org
Ellensburg, WA || 3 drink tickets per person

KEEN
www.ycic.org

- A bar crawl with Science • walk, talk, and learn • expert-led discussions about urban stream habitat, fishes, and stormwater • get to know our urban creeks • enjoy beer & wine at local watering holes • support the Kittitas Environmental Education Network •

An "Over 21" Event— Fundraiser for the Kittitas Environmental Education Network

Join KEEN for Urban Streams & Brews

"A Bar Crawl with Science"

Saturday June 3, 2023
from 11:30am-4:00pm.

Ellensburg is interlaced with urban streams, many of them running underground. Several groups are working to increase our understanding of these creeks, restore them to daylighted habitat, and re-introduce fish species to their waters.

Join us to learn about their work, discuss the issues, and enjoy good friends and good brews along the way. We'll walk about 2 miles total, stop at 3 local venues, and have a great afternoon!

Event Passes are \$45 and include 3 drink tickets. Food purchases at various venues are on your own.
21 and over only please!

Ticket Price Increases to \$65 after May 1, 2023.

Guests this year:
Jon Morrow & Erin McGowan with the City of Ellensburg Stormwater Program
Aimee Taylor with Mid Columbia Fisheries Enhancement Program
Elizabeth Torrey with WA Department of Fish & Wildlife
Landon Shaffer with Mid-Columbia Fisheries Enhancement Program
Jill Scheffer with Kittitas Environmental Education Network

NEW 2023/2024 Touch-A-Truck Drain Rangers

Annually, the City has sponsored Touch-A-Truck on the last day of the school year, which is an early release day. It's an extremely popular event that has grown over the past decade. Drain Rangers had a booth at the 2023 event and will be back again in 2024.



Drain Rangers had a booth to educate kids about only rain down the drain.

The City's stormwater utility had the interactive EnviroScape on hand to show kids how runoff from surrounding landscapes makes its way into Waters of the State via the storm system.

The City's stormwater utility had the vactor truck onsite so kids could learn about how the truck works and what it does to protect water quality.

NEW 2024 KEEN E3 Fair



The Stormwater Utility hosted a booth at the 2024 KEEN E3 Fair on Saturday, January 27th. The booth was centered around the Gateway 1 and Gateway 2 stormwater retrofit projects.

B. Post-Construction Stormwater Management for New Development and Redevelopment

Permanent stormwater control facilities shall be maintained and operated in compliance with Chapter 9.100 'Storm Drainage and Surface Water Management Utility' of the Ellensburg Municipal Code and the current Stormwater Management Manual for Eastern Washington. Stormwater control facilities include manmade stormwater control facilities that combined constitute the city's stormwater control facility.

Cited above is an excerpt from the City of Ellensburg Storm Drainage Standards. It references the code Chapter 9.100. The ordinance requires that owners (private or public) of stormwater facilities that were constructed after the effective date of this permit be required to maintain their facilities in accordance with the standards and details to which they were constructed.

<https://ci.ellensburg.wa.us/803/Engineering-Division>

The link above references the Stormwater Design standards and details for the City of Ellensburg. All projects (public and private) that disturb one acre or more, and from projects of less than one acre that are part of a larger common plan of development or sale, adhere to the Stormwater Management Manual of Eastern Washington. Ellensburg Stormwater Standards require at a minimum all applicants use the Stormwater Management Manual for Eastern Washington when designing treatment and flow control facilities. The design storm shall treat the first ½ inch of rainfall in 24 hours (6-month, 24-hour storm event) for all pollution-generating impervious surfaces.

Flow control shall be designed based on the 10-year 24-hour storm event and if detention is proposed, it shall be based on the first 1.6 inches of rain in 24 hours (25-year storm event).

The standards have a section devoted to enforcement/penalties and a brand new section devoted to Low Impact Development (LID).

Staff reviews all projects that disturb one acre or greater and records comments on a spreadsheet. (See review comments spreadsheet excerpt) In addition, staff reviews all stormwater pollution prevention plans (SWPPPs) and temporary sediment erosion control plans (TESC) for completeness.

With each rain event that exceeds the 10-year 24-hour storm (approximately 1.2-1.4 inches, depending on the location in Ellensburg), staff inspects all treatment and flow control facilities owned and operated by the City. **No recorded storm events exceeded 1.3 inches/24 hr in 2023.** Facilities are inspected for damage and if found to have problems, they're put on a capital facilities list. In 2023 staff inspected all city-owned BMPs to determine if they needed maintenance. S5.6.i.ii.a of the permit requires inspections every two years or as needed for

95% of treatment and control facilities. Below is a snip of the database that tracks the inspections and recommendations.

All public stormwater swales are maintained by contract with private companies and catch basin cleaning is performed by City staff. The city inventoried all post-construction BMPs private and public. There are 475 systems citywide of which most are private. Most were built before 2007. The same annual inspection did not occur in 2021 because of COVID. **All city-maintained swales were inspected in spring/summer 2023. (See below)**

Annual City Maintained Swale Inspection							part of town		quantity done y/n	year built
Swale ID	Maintenance notes	Project #	Plat / Dev. Name	Street	X Street	inspect ed 2023				
36	no issues - maintained by homeowner	2002-075	Kayla/Mylissa short plats	Ridgeview Ln		10/13/23	N	roadway	1	2002
63	still works, but excess vegetation	2002-080	Helena Ave Impr.	Helena Ave.	Chestnut St.	#####	N	roadway	1	2006
64	still works, but excess vegetation	2002-080	Helena Ave Impr.	Helena Ave.	Chestnut St.	#####	N	roadway	1	2006
65	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Willow St.	9/11/23	S	roadway	1	2008
99	still works, but excess vegetation	2002-080	Helena Ave Impr.	Helena Ave.	Alder st.	#####	N	roadway	1	2002
134	no issues - grass maintained by city contract	2007-049	Alliance SP	Enterprise Way	Dolarway	10/7/23	W	roadway	1	2008
135	no issues - grass maintained by city contract	2007-049	Alliance SP	Enterprise Way	Dolarway	10/7/23	W	roadway	1	2008
139	no issues - grass maintained by city contract	2006-080	Dolarway Rd. Impr project	Dolarway Rd.	Prospect St	9/11/23	W	roadway	1	2007
205	still works, but excess vegetation	2003-055	Water St Impr project	Manitoba	Water	10/3/23	C	roadway	1	2003
212	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Ruby St.	9/11/23	S	roadway	1	2008
213	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Ruby St.	9/11/23	S	roadway	1	2008
214	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Ruby St.	9/11/23	S	roadway	1	2008
215	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Ruby St.	9/11/23	S	roadway	1	2008
216	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Ruby St.	9/11/23	S	roadway	1	2008
217	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Whitman St.	9/11/23	S	roadway	1	2008
219	constant groundwater drainage, leads to excess vegetation at inlet	1997-029	Water St Impr project	Water St.	11th Ave	9/26/23	N	roadway	1	2002
220	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
221	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
222	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
223	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
224	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
225	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
226	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
227	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
228	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
229	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
230	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Willow St.	9/11/23	S	roadway	1	2008
231	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Willow St.	9/11/23	S	roadway	1	2008
232	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Willow St.	9/11/23	S	roadway	1	2008
233	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Willow St.	9/11/23	S	roadway	1	2008
287	curb inlet to be dug out - grass maintained by city contract	2005-127	Mtn View Improvements	Mountain View	Chestnut St.	9/11/23	S	roadway	1	2008
307	standing water in swale bottom, from groundwater flow into upstream Storm drains	1997-066	Aspen Grove MHP	Umptanum Rd	Chestnut St.	10/13/23	S	roadway	1	1997
325	no issues - grass maintained by Parks Dept	2006-080	Dolarway Rd. Impr project	in Rotary Park	5th Ave	10/7/23	W	roadway	1	2006
334	no issues	1997-029	Water St Impr project	John Wayne Tr	15th Ave	9/26/23	N	roadway	1	2002
417	standing water in swale bottom	2010-083	John Wayne Trail extension	Sanders Rd	Alder St	#####	N	roadway	1	2014
458	Removed with Gateway I Project	2001-075	Reed Mill ditch bridge	University Way	Reecer Cr. Rd	10/7/23	W	roadway	1	2001
477	no issues - grass maintained by city contract	2013-083	3rd Ave extension to Pfenning	3rd Ave	Pfenning Rd	#####	E	roadway	7	2015
490	no issues	2014-063	at Morgan Jr. high	Sampson St	Capitol Ave	10/13/23	C	roadway	7	2016
538	no issues - new construction	2018-084	Willow St impr.	Willow St	Mtn View to Cap	9/11/23	E	roadway	25	2020
556	no issues - new construction	2019-073	Helena Complete Streets	Helena Ave.	Water to Walnut	#####	N	roadway	13	2022
560	no issues - new construction	2018-065	Dolarway Reecer Creek Overflow	Dolarway Rd.	Enterprise Way	10/7/23	W	roadway	2	2023

Private storm BMPs were inspected in 2023

(2023) private post-construction BMP inspection database)

FacilityID	Number of Swales	InstallDate	LocationDescription	Ownership	ProjectID	Inspected By	Inspection Date	Comments
439	4	2013-01-01	Helena E of Yellowstone	Private	2012-090	EM	10/23/2023	No Issues
416	1	2013-01-01	14th & Willow - Cottage Cr. apts	Private	2013-046	EM	9/11/2023	No Issues
411	1	2013-01-01	Willow S of 14th	Private	2013-046	EM	9/11/2023	No Issues
412	1	2013-01-01	Willow S of 14th	Private	2013-046	EM	9/11/2023	No Issues
413	1	2013-01-01	Willow S of 14th	Private	2013-046	EM	9/11/2023	No Issues
414	1	2013-01-01	Willow S of 14th	Private	2013-046	EM	9/11/2023	No Issues
409	1	2013-01-01	Cornerstone Pie - 5th & Sprague	Private	2012-078	EM	9/11/2023	Under stage, not visible
408	1	2013-01-01	D&M coffee 5th & Sprague	Private	2012-078	EM	9/11/2023	No Issues
410	1	2013-01-01	D&M coffee 5th & Sprague	Private	2012-078	EM	9/11/2023	No Issues
488	4	2018-01-01	Morgan School	Private	2015-092	EM		
515	4	2018-01-01	Landon Lane	Private	2017-122	EM	10/23/2023	No Issues, 515.2 has standing water, probably from irrigation and falling adjacent swale
512	4	2018-01-01	1130 W Univ Way	Private	2016-094	EM	10/23/2023	No Issues
516	7	2018-01-01	1210 W Univ Way	Private	2017-140	EM	10/23/2023	No Issues
510	2	2018-01-01	Bender & Ellington	Private	2017-138	EM	10/13/2023	No Issues
500	2	2018-01-01	Ellington & Chinook Rd	Private	2015-122	EM	10/13/2023	Standing water, swale unfinished
499	2	2018-01-01	Ellington & Stanford Ave	Private	2015-122	EM	10/13/2023	Standing water
501	2	2018-01-01	Stanford Ave	Private	2015-122	EM	10/13/2023	Standing water
502	2	2018-01-01	Stanford Ave	Private	2015-122	EM	10/13/2023	Standing water
503	2	2018-01-01	Chinook Rd	Private	2015-122	EM	10/13/2023	Standing water, swale unfinished
497	2	2018-01-01	Helena & Sycamore St	Private	2017-046	EM	10/13/2023	No Issues
498	11	2018-01-01	Apartments at Helena & Sycamore St	Private	2017-046	EM	10/23/2023	No Issues
495	4	2018-01-01	2225 Airport rd - apt complex	Private	2017-048	EM	10/13/2023	No Issues
493	1	2018-01-01	2207 N Airport Rd - apt complex	Private	2016-125	EM	10/13/2023	No Issues
521	3	2018-01-01	1100 W Univ Way	Private	2018-104	EM	10/23/2023	No Issues

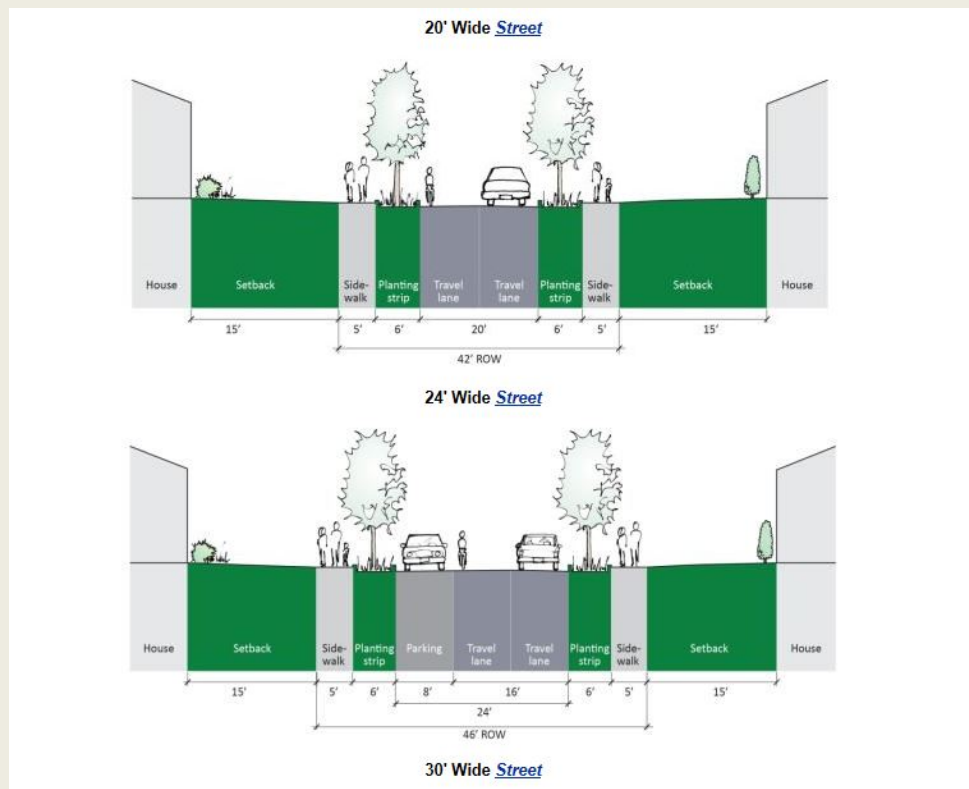
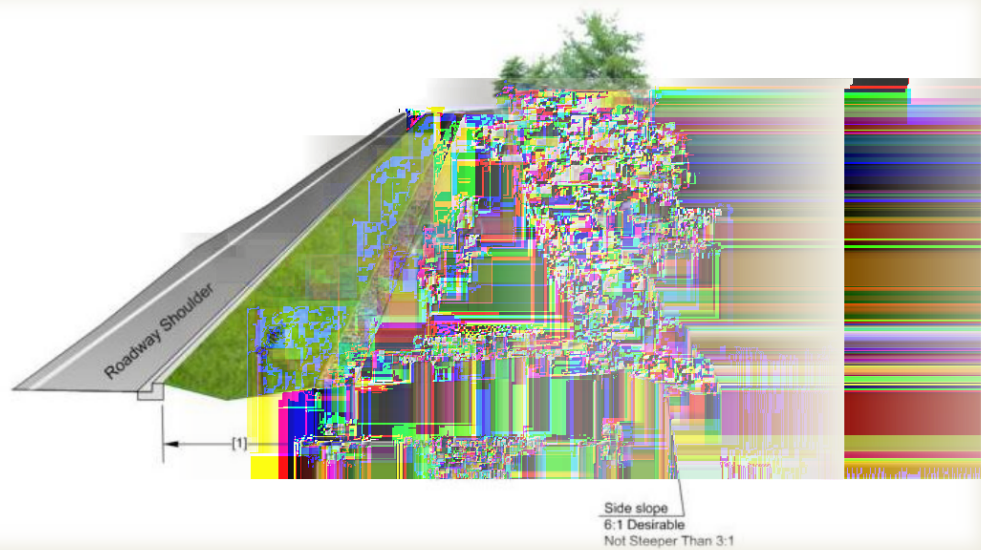
The City inspects private post-construction BMPs every two to four years for BMP's built after 2007. New requirements for after August 2019 may require some sort of inventorying and inspection for BMPs that discharge to groundwater. See Below

The private BMPs that discharge to ground or surface waters are already mapped and inventoried and the system is updated annually.

Pictured are a few public and private examples of post-construction flow control and treatment BMPs within the City of Ellensburg.



All frontage improvements are now required to provide infiltration for street water instead of connecting to the existing storm system. Recently the City adopted new street standards. The new standards narrowed the streets and now require vegetated or rock-lined planter strips to accommodate runoff. Pictured are examples out of the City Code that depicts the new street standards.



The City receives approximately 8.89 inches of precipitation annually. Most often, that falls in the form of snow. The region is classified as a high desert/shrub-steppe. Maintenance of post-construction facilities is an issue statewide. More often than not, the facilities fall in the hands of homeowner's associations that fail to form and or developers that refuse to take care of the systems. The majority are privately owned and were built before the 2007 permit. Most have fallen victim to the lack of maintenance over the years and are in decay, a condition of out of

sight and out of mind. Most become overgrown with vegetation, quit working and plug, and become dumping grounds for trash.



The City could be embarking on a new program in 2024. There are 12 to 14 stormwater detention ponds (pre-2007) that have been abandoned. No HOA, nothing on the plat to require homeowners to maintain, and the builder has abolished the LLC. The details are still being worked out, but the City may pay to have them maintained out of the storm grant, TBD.

New 2023 Since 2020, most land developers/builders/engineers have moved away from the centralized storm pond (above) and incorporated roadside rock-lined/amended compost swales in its place. Developments have grabbed onto the concept of incorporating LID to save land space, so they can build more homes and do away with the maintenance/HOA issue. Treating and providing flow control at the source, (roadside) removes the need for a big detention pond (swale) at the bottom of the development, which is usually on a separate tract/parcel. Most if not all private development and public projects have moved away from the large holding facilities that never get maintained. These features are in the right of way and are considered frontage improvements, which are visible to the public eye.



Rock-lined swales (Xeriscaping) are becoming very popular in Ellensburg. They're relatively inexpensive to construct and very little maintenance is required. They're aesthetically pleasing and blend in with the native landscape. They're usually visible to the public and that eliminates the out of sight, out of mind issues. Watering is not required on xeriscaping facilities and is one of the added conservation benefits. Pre-treatment is required to treat the first half inch of rainfall. 60/40 Bio-soil retention media mulch, grassy strips, downturn elbows, and other BMPs are offered in the Eastern Washington Manual and it is up to the design engineer to choose, which one best fits the site.

The Department of Ecology now requires on all sites greater than one acre of disturbance or part of a common plan or sale, the builder provides the local jurisdiction with an O&M plan. The plan outlines how maintenance will be conducted, the financial element to make that happen, and who is responsible for maintenance.

A flier was created in 2020 that is handed out at pre-construction meetings on how to maintain private stormwater facilities. **This flier is still in use 2023/2024**



C. **Illicit Discharge Detection and Elimination (IDDE)**

Provided is a link to the City's prohibited discharges Municipal Code Section 9.25.320, allowable discharges 9.25.322, conditional discharges 9.25.324 and the prohibited illicit connections to the storm drainage system 9.25.326

<http://www.codepublishing.com/WA/Ellensburg/#!/Ellensburg09/Ellensburg0925.html#9.25.320>

The City has an escalating enforcement procedure under ordinance 4717, Chapter 1.80 of the Civil Violations and Penalties section of the City Code. The ordinance allows the City to escalate enforcement for water quality and other stormwater violations beyond the educational correction notice. This code can apply to IDDE, Post Construction, and Construction.

The utility enforces the storm drainage code on a complaint basis. Complaints from the public are kept anonymous but are a matter of public record. All complaints are followed through until compliance has been achieved or the problem rectified. All complaints that violate state water quality standards are reported to the Washington State Department of Ecology's Environmental Tracking System (ERTS) and Portal.



Outfall Inspection Program 2022-2023



Annually the City conducts outfall screening in the dry season and after rain events that exceed the 10-year 24-hour storm. In 2022 no recorded storm events exceeded the 10-year 24-hour storm. No spot checks were required. The City mapped all of the outfalls to local streams in 2010 and again in 2013. Approximately 90 discharge points (outfalls) exist within the 49.03 mile underground system. Below is a breakdown of the underground pipe/outfall size in inches (diameter) and the number of (how many) of each pipe type exists within the system.

Pipe/culvert size diameter on the top row and the number of pipes/culverts that match that size on the bottom row.

48"	42"	36"	30"	24"	18"	16"	12"	10"	8"	6"	4"
15	6	3	4	82	129	137	1013	136	947	354	30

Below is a recent 2024 inventory of storm pipes that indicates the pipe make, type, length etc.

Storm Pipe Inventory															
Dia.	Length (ft) by Material*												Total Feet	Total Miles	% Total
	CI	DI	CMP	HDPE	PVC	AC	CONC	TRUSS	VC	STL	OJ	UNK			
4"			8	189	30		175			60		324	785	0.15	0.30%
6"	83	22	3010	1071	3642	243	8490	75	217		953	405	18,211	3.45	7.03%
8"		761	6984	13528	24553	770	16397	2626	529		1981	3385	71,514	13.54	27.62%
10"			684	3264	2473		4074		608				11,102	2.10	4.29%
12"		2565	6842	50981	28191	352	12275	5316	143		3985	1597	112,247	21.26	43.36%
14"		39											39	0.01	0.01%
15"				10355	2314		7667						20,336	3.85	7.86%
18"		140	943	8502	1788		2812						14,185	2.69	5.48%
21"			1749		189		619						2,557	0.48	0.99%
24"			1617	2953	1117		1405						7,092	1.34	2.74%
30"			150										150	0.03	0.06%
36"							35						35	0.01	0.01%
42"				344									344	0.07	0.13%
48"			143										143	0.03	0.06%
Unknown/ Irregular			136	2									139	0.03	0.05%
Total Feet	83	3,527	22,266	91,189	64,297	1,365	53,949	8,017	1,498	60	6,919	5,712	258,880	49.03	100%
Total Miles	0.02	0.67	4.22	17.27	12.18	0.26	10.22	1.52	0.28	0.01	1.31	1.08			

CI = Cast Iron, DI = Ductile Iron, CMP = Corrugated Metal Pipe, HDPE = High Density Polyethylene, PVC = Polyvinyl Chloride, AC = Asbestos Concrete, CONC = Concrete, STL = Steel, ABS = Pressure Pipe, TRUSS = Thermoplastic Composite, Double-Walled Pipe, VC = Vitrified Clay, OJ = Open Joint, UNK = Unknown

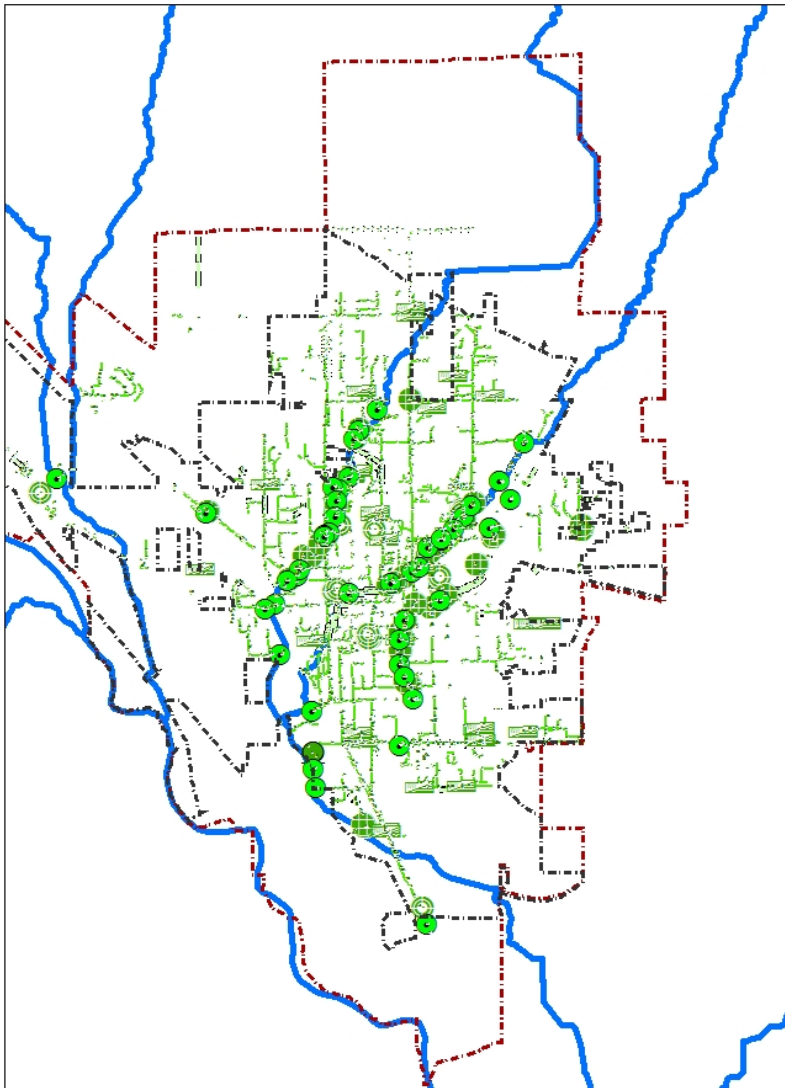
*All pipe totals are manually entered and come from the most current GIS storm main totals. Verify totals each year as the map is updated.

Updated: EM 02/01/2024

Catch Basins	2386
Manholes	311

The average underground pipe size in Ellensburg is 12 inches in diameter. An outfall is defined by 40 CFR 122.2, a point where a discharge leaves the MS4 and discharges to waters of the state. The discharge points (outfalls) are mapped on page 19.

Ellensburg Outfall Discharge Points



Each outfall is identified by an ID number correlating with the City's GIS maps. Each outfall is screened for flow, odor, color, and any visible signs of pollution annually. Pictures were taken of every outfall. Each outfall inventoried has an NPDES dry weather field screening data form. See page 20 for the outfall inspection database.

(2023 outfall inspection database)

Direct conn: 10+ upstream	South to north	Upstream Facility ID #	Location	Outfall location / comments	Stream/Outfall	Pipe Size	Pipe Type	2023 Inspection Date	2023 Dry Screening	2023 Comments	2023 Inspection Date	2023 Dry Screening	2023 Comments
yes, 39	Mercer 1	55-2030	1st Ave dead end at terminus with creek	usually visible from RR Ave	Mercer Creek	12"	HDPE	9/11/2023	No flow at upstream CB	Outfall pipe partially submerged	9/26/2022	No flow at upstream CB	Outfall pipe partially submerged
yes, 15	Mercer 2	55-1017	5th Ave, west of Wenas	outfall buried under rip rap boulders; drains 5th Ave west of Kittitas St.	Mercer Creek	12"	Concrete	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	
no	Mercer 3	55-2053	6th Ave, west of Wenas	1st upstream CB buried under fallen tree branches & leaf litter	Mercer Creek	8"	AC	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	Standing water, no movement
no	Mercer 4	55-2057	Wenas St, south of 7th Ave	3 CBs at 7th & Wenas; outfall at culvert & not visible	Mercer Creek	6"	Concrete	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	Standing water in 1 of 3 CBs
no	Mercer 5	55-2053	7th Ave, east of Wenas	Point of connection inside culvert - not visible	Mercer Creek	8"	PVC	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	
no	Mercer 6	65-2057	East of Elm St, south of University Way @ Hampton Court Apartments	Point of connection inside culvert - not visible; 18" line is inside the walls of the abandoned Reed Mill ditch at the University Way crossing	Mercer Creek	18"	Concrete	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	
yes, 21	Mercer 7	65-1037	University Way, east of Olanogan	Point of connection inside culvert - not visible	Mercer Creek	12"	Concrete	10/23/2023	Needs traffic control to inspect MH in arterial street	dry upstream CB	9/26/2022	Needs traffic control to inspect MH in arterial street	dry upstream CB
yes, 13	Mercer 8	65-1000	11th & Water St.	Pipe drains 11th Ave & Columbia St. and discharges direct to the creek, parallel to swale	Mercer Creek	12"	HDPE	10/23/2023	Minimal trickle of water		9/26/2022	Minimal trickle of water	
	Mercer 9	65-1041	11th & Water St.	12" low flow from Water St goes into swale #215, which overflows into creek	Mercer Creek	swale #215 overflows into creek	PVC	10/23/2023	Saturated soil from groundwater at outfall pipe into swale		9/26/2022	Saturated soil from groundwater at outfall pipe into swale	
yes, 10	Mercer 10	65-1041	11th & Water St.	18" high flow pipe (E) is 2 ft higher than 12" low flow pipe	Mercer Creek	18"	HDPE	10/23/2023	No flow at upstream CB	outfall overgrown with grass, not visible	9/26/2022	No flow from outfall	
yes, 10	Mercer 11	66-1009	at back of 1101N Main St.	outfall is on private property; is buried under willow tree stump	Mercer Creek	8"	Concrete	10/23/2023	No flow at upstream CB	Standing water, no movement	9/26/2022	No flow at upstream CB	Standing water, no movement
no	Mercer 12	66-2073	Main St. at Kivans Park, by well house.	year round groundwater; drain comes from area north of 11th Ave through Englehorn pond. MH cover in grass east of walk	Mercer Creek	10"	PVC	9/11/2023	Constant year round groundwater		9/26/2022	Constant year round groundwater	
no	Mercer 13	66-2052	Main St. at Kivans Park, CB at edge of road	only 3 upstream CB	Mercer Creek	8"	Concrete	9/11/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	
no	Mercer 14	66-2056	14th & Main @ Kivans Park	was only 2 upstream CB; additional stormwater overflow from Main St. extension added in 2019	Mercer Creek	12"	Concrete	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	
yes, dozens	Mercer 16	swale # 334	at 1407 B St (Mercer Church) north of tooth track	drains Water St north of 15th Ave; year round groundwater; outfall ditch from swale pond	Mercer Creek	18" into swale #334	outfall ditch	10/23/2023	Year round groundwater		9/26/2022	Year round groundwater	
no	Mercer 17	66-1040	at 1407 B St (Mercer Church), 10' south of put culvert	outfall pipe usually submerged; iron flocc particles exit the 8" line; 4" underdrain into upstream CB = year round groundwater	Mercer Creek	8"	Truss	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	
no	Mercer 18	76-5000	B St., south of Lexus Lane	only 2 upstream CB	Mercer Creek	12"	PVC	10/23/2023	No flow at upstream CB		9/26/2022	No flow at upstream CB	
no	Mercer 19.2	swale #286	B St., south of Lexus Lane	overflow from swale #286 (from Lexus Lane); year round groundwater	Mercer Creek	12" into swale #286	NA	10/23/2023	No standing water in swale, but is saturated		9/26/2022	No standing water in swale, but is saturated	
no	Mercer 20	76-2025	B St., south of 11th Ave	year round groundwater	Mercer Creek	12"	HDPE	10/23/2023	Year round groundwater		9/26/2022	Year round groundwater	
no	Mercer 21	76-2000 & 76-	Park Lane west of Regal St. & Victor Pl out-of-race	2 locations; CB 76-2000 drains 18th Ave & Regal St. area; 76-2030 is in the Victor Pl out-of-race	Mercer Creek	8 & 6 from CB	Concrete	10/23/2023	No flow at upstream CB		10/3/2022	No flow at upstream CB	

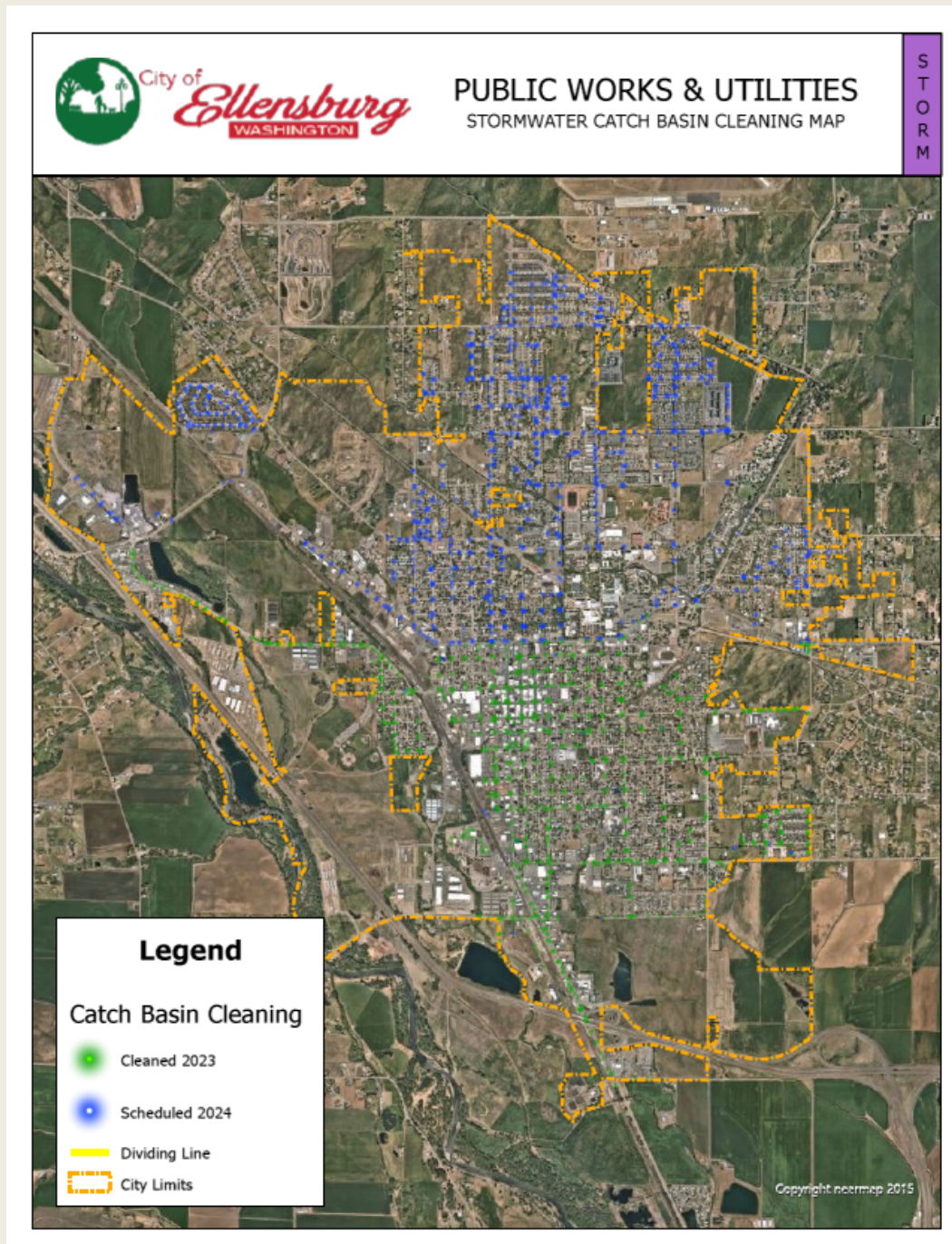
The City operates a 24-hour hotline for spills on its stormwater web page (509) 962-7230 after hours (509) 925-8534. See link <https://ci.ellensburg.wa.us/738/Stormwater-Division>

The Utility has a software program powered by ESRI GIS to assist with IDDE inspections. The vector truck crew is outfitted with a tablet that tracks each cleaning and collects data on IDDE inspections. Each catch basin, manhole and pipe is inspected before cleaning. The crews inspect each inlet and outlet for flow, odor, color, sheen, staining and floatables. They also note if side laterals have obvious discharge from private sources. Once inspected, they clean the lines, and that too is tracked in the software program. If any structural damage is noted, then that information is put on a capital facilities plan. If pollution problems are noted, the Utility technician is notified, and source traces the problem for elimination.

The City Inspects and cleans half of the town annually. The inspecting and cleaning season is from April 1 to October 1.

2023 IDDE Inspection and Cleaning map

The IDDE program also conducts weekly bacteria monitoring on local streams to detect illicit connections in addition to the O&M inspection program. See page 23.



The link below is the City's cleaning and inspection map.

<https://gis.cityofellensburg.org/gallery/#viewer=0548d3889c9844f6a502b370e44a2b51>

The north half of the town was cleaned and inspected in spring/summer/fall of 2022. The south half was cleaned and inspected in 2023.

Cleaned and inspected 1104 catch basins.

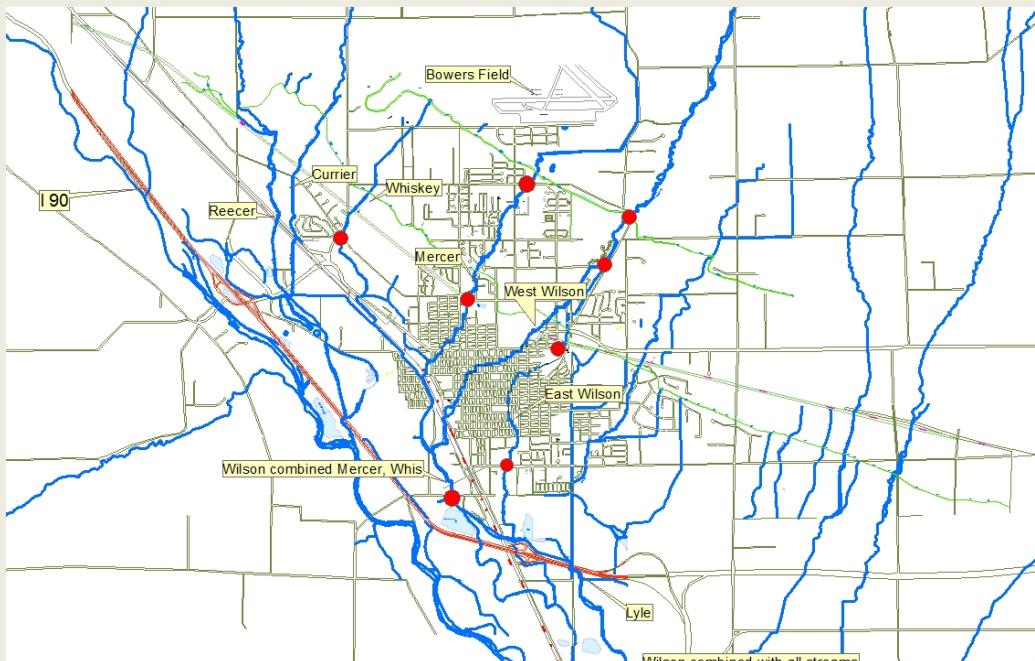
Inspected over 66 public and privately maintained swales.

Inspected over 70 stormwater outfalls to waters of the state (creeks).

Conducted 280 tests of streams from March thru December. These tests are used to detect coliform bacteria in stream water.

Tested and coordinated disposal of 750 tons of street sweepings.

The utility now conducts bacteria monitoring at several locations on Wilson Creek twice a week. The monitoring is a part of the IDDE program, and the data is being shared with Ecology for their TMDL program. The bacteria monitoring is a source tracing program and utilizes Coli-scan Easy Gel. A one milliliter sample is plated and incubated for 24 hours at the Wastewater Treatment Plant for results in CFU/milliliter.



(Monitoring locations map)

The utility has detected and eliminated a few illicit discharges since the program was implemented in 2010.

The data collection spreadsheet shows the date and time the bacteria sample was collected, and the level recorded in coliform units per 100 milliliters. (Disclaimer) Data collected does not use EPA certified Standard Methods. The method of collection and analysis is certified for finding out the presence of coliform units per 100 milliliters. Membrane filtration is the certified standard method. The collection augments the City's IDDE program and if sources are detected, they are traced and eliminated.

(New 2023/2024, ORP, Temperature, and pH will be added to the field screening program, see pages 24.) These are just three examples of the screening. There are eight sites in all.

Bacteria Data Collection 2023

Date sample taken	Wilson @ Sanders cfu/mL	Wilson above Fairgrounds @ 8th & Alder cfu/mL	Wilson @ 5th w of Poplar cfu/mL	Wilson @ Mtn. View south side cfu/mL	Wilson @ Comfort Inn cfu/mL	Precip past 24 hrs	comments
5/1/2023	400	500	600	300	200	trace	
5/2/2023	400	100	100	0	200	0	
5/9/2023	400	0	100	100	0	0	
5/16/2023	1600	400	100	0	0	0	
5/18/2023	1200	100	600	100	300	trace	
5/23/2023	800	0	100	200	200	0	
5/25/2023	200	0	100	0	0	0	
5/30/2023	1400	0	100	400	100	0	
6/1/2023	600	100	100	0	100	0	
6/6/2023	400	0	0	100	100	0	
6/8/2023	200	0	0	300	200	0	
6/12/2023	200	0	0	100	0	0	
6/26/2023	1200	400	300	300	400	0	
6/29/2023	400	600	100	100	300	0	
7/6/2023	300	100	400	0	0	0	
7/11/2023	1400	0	100	400	100	0	
7/19/2023	1000	0	200	400	200	0	
7/20/2023	3200	100	500	0	300	0	
7/24/2023	900	0	200	100	100	0	
8/1/2023	700	200	100	700	500	0	
8/3/2023	900	0	100	300	500	0	

A new bacteria source tracing program started back up spring of 2022 after taking a break because of COVID.

	Site 1 Whiskey		Whiskey Cr @ Uni way				
sample date	pH	mV	sample temp C.	Conductivity	TDS	Resist.	sample temp F.
3/21/2023	8.04	-77	12.7	229.0	115.0	4.35	54.9
3/22/2023	8.04	-78	11.0	229.0	114.0	4.39	51.8
3/28/2023	7.87	-67	6.3	216.0	108.0	4.65	43.3
4/11/2023	8.13	-82	9.9	88.8	44.4	11.24	49.8
4/18/2023	7.88	-69	8.6	95.3	47.6	10.50	47.5
5/1/2023	7.80	-64	11.1	92.0	46.0	10.87	52.0
5/2/2023	7.70	-60	18.5	94.1	47.0	10.63	65.3
5/9/2023	7.97	-73	15.4	90.5	45.3	11.04	59.7
5/16/2023	8.04	-78	18.6	111.8	56.0	8.91	65.5
5/18/2023	8.02	-78	20.7	124.8	62.3	8.03	69.3
5/25/2023	8.15	-84	14.6	98.3	49.0	10.26	58.3
5/30/2023	8.14	-84	16.9	113.2	56.5	8.87	62.4
6/1/2023	8.00	-76	17.1	160.5	80.2	6.24	62.8
6/8/2023	7.94	-65	19.8	136.2	68.1	7.35	67.6

Tuesday, March 21, 2023
Wednesday, March 22, 2023
Tuesday, March 28, 2023
Tuesday, April 11, 2023
Tuesday, April 18, 2023
Monday, May 1, 2023
Tuesday, May 2, 2023
Tuesday, May 9, 2023
Tuesday, May 16, 2023
Thursday, May 18, 2023
Thursday, May 25, 2023
Tuesday, May 30, 2023
Thursday, June 1, 2023
Thursday, June 8, 2023

	Site 2 Mercer		Mercer Cr. @ RR Ave				
sample date	pH	mV	sample temp C.	Conductivity	TDS	Resist.	sample temp F.
11/14/2023	8.26	-88	8.1	245.0	122.0	4.10	46.6
11/21/2023	8.44	-99	8.0	252.0	126.0	3.98	46.4
11/28/2023	8.43	-97	7.1	255.0	128.0	3.93	44.8
12/13/2023	8.54	-102	6.9	238.0	119.0	4.21	44.4
12/18/2023	7.55	-51	6.6	243.0	121.0	4.13	43.9
12/21/2023	8.28	-88	6.9	240.0	120.0	4.19	44.4

Tuesday, November 14, 2023
Tuesday, November 21, 2023
Tuesday, November 28, 2023
Wednesday, December 13, 2023
Monday, December 18, 2023
Thursday, December 21, 2023

	Site 4 Wilson west		Wilson W. @ 3rd & Water				
sample date	pH	mV	sample temp C.	Conductivity	TDS	Resist.	sample temp F.
8/22/2023	8.17	-79	17.7	170.1	85.0	5.89	63.9
8/30/2023	7.83	-67	16.6	163.5	81.8	6.12	61.9
9/11/2023	7.99	-76	17.7	142.8	71.4	7.01	63.9
9/26/2023	7.95	-76	15.3	148.8	74.2	6.73	59.5
10/12/2023	8.26	-90	12.8	156.2	78.1	6.42	55.0
10/30/2023	8.34	-94	9.0	216.0	108.0	4.63	48.2
11/14/2023	8.16	-83	8.2	216.0	108.0	4.65	46.8
11/21/2023	8.28	-90	7.8	215.0	108.0	4.66	46.0
11/28/2023	8.32	-91	7.2	211.0	106.0	4.74	45.0
12/13/2023	8.33	-92	7.9	222.0	111.0	4.52	46.2
12/18/2023	8.14	-82	7.5	219.0	109.0	4.59	45.5
12/21/2023	8.22	-86	7.9	220.0	110.0	4.56	46.2

Tuesday, August 22, 2023
Wednesday, August 30, 2023
Monday, September 11, 2023
Tuesday, September 26, 2023
Thursday, October 12, 2023
Monday, October 30, 2023
Tuesday, November 14, 2023
Tuesday, November 21, 2023
Tuesday, November 28, 2023
Wednesday, December 13, 2023
Monday, December 18, 2023
Thursday, December 21, 2023

Ellensburg began collecting data to see how much bacteria loading occurred as Wilson entered the City limits and what the concentration was when it left town. Early results indicated a large dilution factor as it progressed through town. The data collected by Ecology indicated that most of the loading was coming from outside the City limits. As Wilson passed through town, it diluted significantly by the time it reached Berry Road and Umptanum. The City worked with the County Fairgrounds to eliminate all storm drains from entering Wilson Creek in 2012.

In addition to outfall screening and O&M inspections, the utility also fields complaints from citizens and staff. The complaints range from spills to drainage problems, water quality violations, swales, construction/erosion control, and flooding. If it's a water quality violation, spill, or discharge under S4F of the permit, the problem is reported to the Department of Ecology's ERTS tracking system and Portal. The City also receives ERTS from Ecology and that are tracked and followed up on. We're now required to report water quality violations on a statewide electronic database (Portal).

To date in 2022 there have been a few reportable incidents to Portal. The Utility still maintains the spreadsheet to track other concerns.

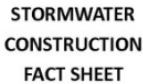
Storm complaint File #	Date	Site Address	Name associated with Site	Notes	Water Quality Issue	Erosion Control	Utility Concern	Drainage Concern	Swale Issue	Flooding Concern	Stormwater Billing concern	Outreach Education Visit	Case Closed
SW-2023-02	4/5/23	609 N Water Street	Doug Stalder (Stalder Investments)	At approximately 2:30 on 4/5/23 a member of our sewer crew notified EM that they had observed concrete tailings running down the street from a project site and surrounding a catch basin. EM went and took pictures of the site and observed two areas of wet cement slurry, dried cement slurry in the roadway and a film of cement slurry in the catch basin. The City Engineer called the developer to notify them this needed to be cleaned up immediately. EM went back to the site at 3:30 and observed 1 man with a push broom sweeping the dried concrete slurry on the street. The developer was there and we spoke about how they were planning on cleaning up. Their plan was to use a mini excavator on the gravel portion of the driveway that still had wet slurry mix, sweep the street with the dried slurry and clean out the catch basin. The concrete slurry did make it into the catch basin but the water level was low enough that it didn't get into the lateral pipe. The downstream catch basins did not have any evidence of concrete. 4/6/23 EM & JM visited the site at 8:30am, there was no one on site but things had been cleaned up. The cement contractor who was working on this project is still unknown.	1								X
SW-2023-03	4/17/23	801 N Prospect Street	Dolanway Business Park	We received an ERTS from Ecology and oil in a swale. EM went to the site and was able to determine it was iron bacteria. There was no evidence of oil. We responded to Ecology April 18th and let them know.	1								X
SW-2023-04	5/10/23	608 N Main Street	The Porch	Staff received a public complaint about the FOG in the alley behind the restaurant. EM visited the site and observed a large amount of FOG outside of the building and in the alley. The FOG had been trucked up and down the alley in the vehicle wheel path. EM then met on site with Diane the owner and the cook. We discussed the need to clean up FOG spills immediately and the best ways to do that. The dumpster was also uncovered and we discussed why it was necessary to keep the lids closed. ERO material was provided. Follow up visits will be made over the next couple of weeks to ensure the situation is not worsening and the dumpster cover is closed. 6/28/2023 Staff received another complaint about the FOG in the alley. A correction letter was sent certified return receipt to the restaurant owner. Notifying them of the violation and giving specific clean up instructions. The owner scheduled clean up of the alley 7/18/2023 and staff was on site to observe.	1							1	X
SW-2023-05	8/31/23	Multiple Locations	Kelleher Motors/Holiday Inn	We received a report that a vehicle had a hole drilled into its gas tank and was leaking gas while it was driving. Staff was able to locate the spill areas and clean the spill with absorbent granules and the street sweeper. The vehicle was located at Kelleher Motors, and there was a large spill in their private parking lot. They had the materials on hand to clean the parking lot. Staff learned that the incident originated in the Holiday Inn parking lot. We found origin and spoke with holiday inn staff about how to clean it up. The quickly cleaned it with kitty litter, a broom and bags.	1								X

D. Construction Site Stormwater Runoff Control

The link below is the City of Ellensburg's Stormwater Development Standards. Site operators, civil engineers, city staff and private developers must adhere to these standards when designing and constructing projects. Sites one acre or greater are required to complete a Stormwater Pollution Prevention Plan (SWPPP). SWPPPs along with the O&M plan and sediment control plans are reviewed by the Stormwater Manager for completeness. Engineering plans are reviewed by both the stormwater manager and the storm technician to meet the core elements of the 2019 EWA Manual.

<https://ci.ellensburg.wa.us/339/Development-Standards>

Ellensburg Standards has a whole section devoted to LID and site design (copy link above). Also new is the section on treatment and volume-based design. The Eastern Washington Stormwater Manual was updated in 2019 and the City adopted that manual into their development standards making it City Code.



- If your site is one acre or greater of disturbance or part of a common plan, or sale, you need to comply with the Department of Ecology regulations and apply for a Stormwater General Construction Permit well in advance of any site work taking place (see link below)
<http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html>
- A stormwater pollution prevention plan (SWPPP) is required (see template link above on DOE website) and will be reviewed by City staff for completeness before work takes place.
- Temporary Erosion Sediment Control (TESC) is required on all plans submitted if disturbance is one acre or greater. Plans must be reviewed by City staff and approved before work takes place.
- New rules apply for construction de-watering, dust control and several other construction related elements (see link above)
- Commercial and residential stormwater flow control/treatment facilities (swales/detention ponds, bio-filtration) on sites one acre or greater must be designed to meet Core Element 2,5 and 6 out of the Eastern Washington Stormwater Management Manual along with the City of Ellensburg Development Standards. <http://www.ci.ellensburg.wa.us/index.aspx?nid=339>
- **New:** An Operation and Maintenance plan for the perpetual maintenance of the facilities is now required. <http://www.ci.ellensburg.wa.us/index.aspx?nid=252>

The stormwater construction fact sheet and O&M template are handed out at every pre-application meeting informing the developer that sites an acre or greater require a SWPPP,

TESC, Construction General Permit from Ecology and an O&M plan. Both the O&M template and the fact sheet can also be found on the City's Stormwater webpage at,

<https://ci.ellensburg.wa.us/738/Stormwater-Division>

All sites > 1 acre are required to use the Eastern Washington Stormwater Design Manual. Private projects and projects proposed by the permittee's own departments adhere to the same standards and details as set forth in the 2019 Eastern Washington Stormwater Design Manual.

All employees involved in field activities, (Operation and Maintenance, Plan Review, and Construction Inspection) undergo stormwater pollution prevention training and have CESCL certification.

The City adopted ordinances to prohibit silt, sediment, concrete slurry and all construction related products from entering the public storm system. See City code sections 9.25.320, 322, 324, and 326 from the link provided.

<http://www.codepublishing.com/WA/Ellensburg/#!/Ellensburg09/Ellensburg0925.html#9.25.320>

City ordinances, the adoption of the Eastern Washington Stormwater Manual, the design/development standards, the required SWPPP, TESC, O&M Plan, site review, and field inspection combined, ensure compliance with the regulatory framework of the permit.

City staff who manage capital projects, oversee Operation and Maintenance, review site plans, inspect in the field, and manage stormwater are all Certified Erosion Sediment Control Leads (CESCL). Every three years city staff renew their CESCL accreditation.

All projects disturbing one acre or greater since the issuance of the Phase II permit are on file with the City of Ellensburg. The permit requires construction records to be kept for a period of up to five years after completion. All records at the City of Ellensburg pertaining to public projects or private development are kept indefinitely through archiving and project files.

Stormwater Development Standards require staff to review **all** site plans for treatment and flow control, and inspect all stormwater BMPs and erosion control even if the threshold is under one acre or greater.

(2022-2023 Plan Review Spreadsheet example)

The project number, title, applicant, reviewer, comments, plan approval and status are the fields that get reviewed. Under comments, the status of the TESC and SWPPP are reviewed for completeness. Every project, public or private, goes through the same internal process. With Ecology's assistance, a spreadsheet was made to run and simulate storm calculations to check up on sizing requirements. See column on review spreadsheet. After the permit is issued and groundbreaking commences, staff inspects the BMPs to ensure they match the plan requirements throughout the project. Staff keeps a daily log called the "Inspectors Daily Report" (IDR). See page 29.

NPDES Stormwater Construction Review					
PW Project #	Project Title	Applicant	Reviewer	prelim storm review	Comments
In P/W Review					
22-070	Hansen Short Plat	Hansen	JM & EM	7/31/23	SWPPP, O&M, and GeoTech report (received 1/24) - Per Jon they need to confirm the elevations of their ponds and work out how they will drain to the irrigation ditch in the SW Corner(1/31).
22-112	604 S Anderson Rd - Brown & Jackson	Brown & Jackson	JM & EM	12/8/23	"They meet all the requirements for storm, just need to make sure all wash down activities for sani cans is inside and connected to sanitary." - JM, waiting on copy of SWPPP and O&M
23-065	1607 W Dolarway - Commercial Development	Viales	JM & EM	1/5/24	Need SWPPP and O&M
2021-080	Sparks 12 Lot Plat	Sparks	JM & EM	12/19/22	Update storm calcs, SWPPP, maintenance language in O&M plan, test pit locations, infiltration/perc rates, use COE zoning code not KC
2021-084	Bull Ranch - Bull Rd & Umptanum Rd	Lathrop	JM & EM	3/15/22	
Projects underway					
23-084	Capitol Ave - S Lot SP	Shaw	JM & EM	12/13/23	SWPPP will be submitted by contractor prior to project starting. Project is only disturbing 0.7 acres
22-054	Happy Feet Academy - Lakeshore Way	Happy Feet	JM & EM	8/11/23	Need O&M Plan
22-082	CWU - North Academic Project	CWU	JM		
21-132	Love's Parking Lot Expansion	Loves	JM & EM	7/21/23	Need SWPPP and more detailed O&M
21-105	Katie Meadows Plat	Glahn	JM & EM	1/31/23	Stormwater has received and approved the SWPPP, O&M Plan and Drainage Report. If there are future design changes to the proposed stormwater system, they may require additional review. [2/3/2023 - JM reviewed and approved drainage report, still waiting on updated O&M and SWPPP] [12/15/22 - Revisions reviewed, still need geotech report, SWPPP & O&M plan.] [9/9/22 - Forwarded prelim comments to Craig, wont start storm review until we receive a GeoTech report]
					Checked BMP selection and Calcs (added 3-17-18)

(Example IDR)



CITY OF ELLENSBURG
Public Works Department
Inspector's Daily Report

Project:	21-061 - 1100 Dry Creek Rd Foster PI	Date:	8/19
Weather AM:	60 degrees	Weather PM:	90 degrees
Location:	Dry Creek Rd		
Contractor:	GCX	Representative:	Tyrel Sullens
Sub Contractors:			
Equipment:	Dumptruck (2), Excavator (1), Dozer		
Labor:	(1) foreman		

Item Of Work	In-Progress	Complete	Erosion Control	Required	Installed	Approved
Saw Cutting			EC Plan			
Clearing/Grubbing	x		SWPP	x	x	x
Excavation & Haul	x		Tire Wash			
Storm Sewer			Silt Fence	x	x	x
Utilities			Wattles			
Water			Wattles			
Sidewalks			Check Dams			
HMA Patch			Drain Filter			
Signage			Seeding/Sod			
Punch List			Sed. Ponds			
Sewer	x					
Paving						

Traffic Control Needed?	Yes	No	Traffic Control Installed?	Yes	N/A
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Foster continues to be a struggle. Pretty sure none of the task items listed by Ecology have been inacted. Wendy called and I mentioned this to her, but she felt that they were making some progress. Crews began working on 15th Ave and Dry Creek Rd on 8/15. Saw cutting and potholing done the first two days. Dug around SSMH 65-292 on 8/16 and had some issues coring into the manhole. Concrete base had been poured above the bottom of the manhole which made it more difficult to do. Pipe installed into manhole, but was a bit off of original location. Had to straighten pipe a couple inches to get to surveyed marks through next 3 pipe installs. On 8/18, hit irrigation line running N/S across 15th Ave. Irrigation Line was already severely damaged from corrosion and I believe it has already been abandoned as rust and dirt were filling it up already. I told crews to leave irrigation line in place, but that they didn't need to repair it. If it does need to be repaired, the entire culvert across the road needs to be replaced. Traffic control has not been stellar for this week and I've had to contact Tyrel several times about meeting their TCP. Also, socks in the storm drains were not installed on 15th Ave and I had to remind Tyrel of installing those. Crews were able to install about 230' of gravity sewer lines into the SSMH-20 (new). Lots of work needs to be completed next week on the force main sewer, in order for GCX to meet their deadlines on paving 15th Ave & Dry Creek Rd. Still have turmoil between members of the crew. Sounds like one was let go this week and Tyrel informed me on 8/19, that he'll be most likely leaving the project in Sept to go to Texas. Not really sure who will be in charge of the project, but hoping that change in leadership will be a positive item. Hydroseed was placed on site on 8/18 to help with dust issues, but it looks pretty light and hopefully doesn't get blown away.

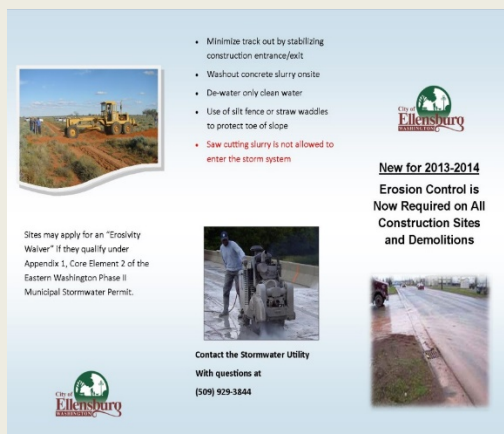
The City's construction inspector keeps a daily inspection record of all erosion and sediment control issues onsite and the corrective measures taken to seek compliance. (See example above)

All construction site operators, developers, and engineers are provided information on erosion control training available, how to install effective Best Management Practices (BMPs) and how to comply with requirements in Appendix 1 of the Phase II Eastern Washington Municipal Permit. Information is provided on how to apply and install the BMPs as prescribed in Chapter 7 of the Stormwater Management Manual for Eastern Washington.

Private contractors have access to statewide CESCL training, the fliers and pamphlets on the city's website and are given these materials during pre-construction meetings.

Internally Capital Improvement projects undergo the same scrutiny with regards to permitting, erosion control, plan review, field inspections and guideline compliance as the private sector.

The Utility created a flyer several years ago aimed at educating contractors to implement erosion control on all sites even if the threshold is less than one acre. The flier is handed out to all developers and contractors at predevelopment meetings and is available online and in the Building Department at City Hall.



All city staff involved in any phase of construction, development review, design, inspection are CESCL certified.

E. Public Involvement and Participation

On the third Wednesday of each month, the City of Ellensburg's Environmental Commission holds its public meeting at 5:15 pm, at 501 North Anderson Street (City Hall). The meeting is open to the public. From time to time, the agenda will have stormwater items requiring SEPA that is reviewed by the committee.

The City of Ellensburg Utility Advisory Committee (UAC) meets on the 3rd Thursday of the month from 3:30-5pm at City Hall and these meetings are open to the public. All committee meetings have stormwater agenda items and will remain to do so in the future. This plan goes before the UAC for public approval and is recommended by the UAC for City Council approval. Most items like SWMP, O&M, grants/projects and ordinances always are presented at the UAC first, then to City Council for authorization and public comment.

The public is always welcome to comment on the utility's program development, the City's NPDES permit, how to volunteer, or general questions regarding the utility. The City's stormwater webpage offers citizens a chance to voice concerns, report problems, and be informed of upcoming events. The public can contact the Stormwater Utility Manager at 509-925-8619 with questions, concerns, or comments.

annexations that occurred in 2023.

Four annexations occurred in 2023. Annexation 4909, 4914, 4919, 4920 and the attached ordinances are below.

ORDINANCE NO. 4909

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCELS 744134, 474134, 513634, 503634 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING RESIDENTIAL-LOW ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on July 26, 2022, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the "direct petition" method of RCW 35A.14.120 for parcels 744134, 474134, 513634, and 503634, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, on September 6, 2022, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its September 6, 2022 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Residential-Low, and assume the annexation area's proportional share of City indebtedness; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on October 10, 2022, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, on November 10, 2022, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request; and

WHEREAS, on January 3, 2023 and April 17, 2023, May 15, 2023 (continued from the April 17, 2023 hearing), pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the proposed annexation in accordance with RCW 35A.14.140 and RCW 35A.14.330-.340, and following such hearings determined to effect the annexation of the territory described in Section 1 of this ordinance, finding that the petition for

Ordinance 4909 (Second Reading)- Annexation of Parcels 744134, 474134, 513634, 503634 (05/15/23)
Page 1 of 5

EXHIBIT A: ANNEXATION PARCELS

Ordinance 4909 (Second Reading)- Annexation of Parcels 744134, 474134, 513634, 503634 (05/15/23)
Page 5 of 5

ORDINANCE NO. 4914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCEL 17826 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING RESIDENTIAL SUBURBAN ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on November 3, 2022, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the "direct petition" method of RCW 35A.14.120 for parcel 17826, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, on December 5, 2022, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its December 5, 2022 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Residential Suburban, and assume the annexation area's share of City indebtedness; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on January 23, 2023, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, the City provided public notice of the petition for annexation and has provided an opportunity for comment thereon by all interested citizens at a duly called and noticed public hearing; and

WHEREAS, on February 9, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request; and

WHEREAS, on April 3, 2023 and May 15, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the City Council received and reviewed all of the documentation associated with this annexation proposal, conducted public hearings on the

Ordinance 4914 - Annexation of Parcel 17826-2nd reading (5-15-23) Page 1 of 4

EXHIBIT A: ANNEXATION PARCEL

Ordinance 4914 - Annexation of Parcel 17826-2nd reading (5-15-23) Page 4 of 4

ORDINANCE NO. 4919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCEL 946133 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING REGIONAL CENTER MIXED USE ZONING CLASSIFICATION, PROVIDING FOR THE ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on February 10, 2023, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the "direct petition" method of RCW 35A.14.120 for parcel 946133, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, on April 3, 2023, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120 and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its April 3, 2023 public meeting the City Council set the annexation area and further determined that the property subject to annexation would be zoned Regional Center Mixed Use, and assume the annexation area's share of City indebtedness; and

WHEREAS, the owners of not less than 60% in value, according to the assessed valuation for general taxation of the property hereinafter described, signed the petition pursuant to RCW 35A.14.120 for the annexation of said area to the City of Ellensburg, Washington; and

WHEREAS, the petition for annexation was certified as sufficient by the Kittitas County Assessor, on April 26, 2023, having determined that the petition signatures have a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area, in compliance with RCW 35A.01.040; and

WHEREAS, the City provided public notice of the petition for annexation and has provided an opportunity for comment thereon by all interested citizens at a duly called and noticed public hearing; and

WHEREAS, on June 8, 2023, pursuant to proper notice given in accordance with RCW 35A.14.130, the Planning Commission conducted a public hearing on the proposed annexation, and following such hearing recommended City Council approve the annexation request; and

Ordinance 4919 – Annexation of Parcel 946133 Page 1 of 5 (08/07/23)

EXHIBIT A: ANNEXATION PARCELS



Ordinance 4919 – Annexation of Parcel 946133 Page 5 of 5 (08/07/23)

ORDINANCE NO. 4920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON ANNEXING PARCELS 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 686633, 858633, 658633, 838633, 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633 TO THE CITY OF ELLENSBURG, WASHINGTON, ASSIGNING LIGHT INDUSTRIAL ZONING CLASSIFICATION, PROVIDING FOR THE PROPORTIONAL ASSUMPTION OF EXISTING CITY INDEBTEDNESS AND FIXING A TIME WHEN THE SAME SHALL BE EFFECTIVE.

WHEREAS, on March 6, 2023, the City of Ellensburg, Washington received a notice of intention to commence annexation proceedings pursuant to the "direct petition" method of RCW 35A.14.120 for parcels 12364, 448533, 13144, 525136, 548633, 956844, 558633, 136833, 688633, 686633, 858633, 658633, and 538633, as more fully described in Section 1 of this Ordinance and depicted in Exhibit A, attached hereto; and

WHEREAS, to avoid creation of new unincorporated islands within the City of Ellensburg's Urban Growth Area, Community Development Staff added eleven (11) adjacent parcels to the proposal. These parcel numbers include 096833, 296833, 838633, 848633, 408533, 428533, 418533, 438533, 728633, and 718633; and

WHEREAS, on March 20, 2023, the City Council of the City of Ellensburg, Washington held a public meeting with the annexation initiators pursuant to RCW 35A.14.120, and determined that the initiators could proceed to acquire a 60% petition for annexation pursuant to RCW 35A.14.120; and

WHEREAS, at its March 20, 2023, public meeting the City Council set the annexation area by adding eight (8) additional parcels, 096833, 096833, 296833, 408533, 428533, 418533, 438533, and 718633 to the annexation area to avoid creating unincorporated islands with the City's Urban Growth Area (UGA); and

WHEREAS, City Council further determined at the March 20, 2023 meeting that five (5) of the addl parcels, 408533, 428533, 418533, 438533, and 718633, would be designated at a Residential-Medium zoning designation, the remaining parcels subject to annexation would be zoned Light Industrial, and all twenty-one (21) parcels would assume the annexation area's proportional share of City indebtedness; and

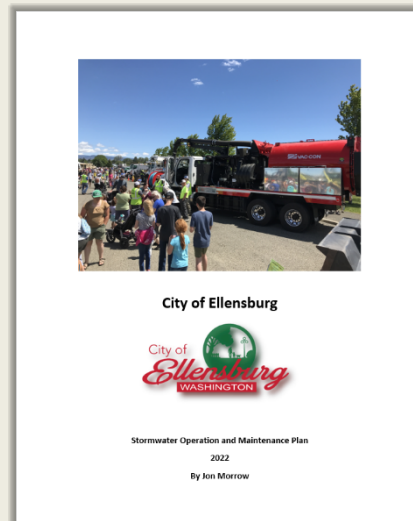
WHEREAS, subsequent to the March 20, 2023 meeting, City staff determined that three additional parcels, 838633, 848633 and 728633, which are contiguous to the annexation area, should be added to the annexation to prevent them from becoming unincorporated islands in the City's UGA; and

MTA Annexation P23-022 (Second Reading) Ordinance 4920 – Ellensburg City Council 8/7/23



F. Municipal Operations and Maintenance

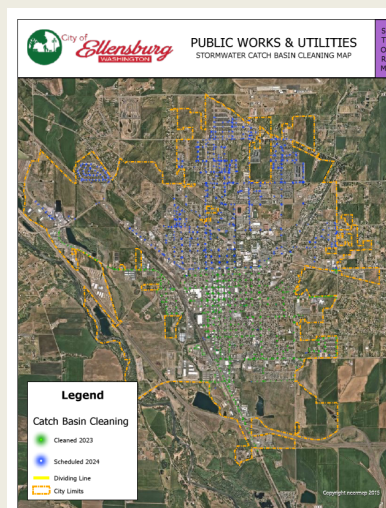
The City of Ellensburg wrote its own Operation and Maintenance (O&M) Plan in 2010. The Utility updated that plan in 2017 to meet the permit requirement S5 6a. The Plan was again updated in 2022 and a copy of it is attached in the link below. All City staff are trained on Best Management Practices (BMPs) and pollution prevention.



Operation and Maintenance Plan 2022 Update link Below

https://g3coe-my.sharepoint.com/:w:/g/personal/morrowj_ci_ellensburg_wa_us/EZl-VPeWnJVLk7IAZ8O4IJYBZL3KYI_Kjx1jckA4EG2PHw?e=s2mSN3

As previously mentioned in the IDDE section, the vacor truck is outfitted with a software tool that tracks inspection, cleaning, and jetting. The 2023 map below shows the south half of the town was cleaned and inspected for IDDE and O&M in 2023.



Next two pages (35-36) left blank intentionally.

G. S8 Monitoring and assessments **No new studies in 2023/2024**

H. Achievements and Planned Activities

1. Stormwater Gateway Grant WQC-2019 EllePW-00012

In 2017 the City applied for grant funding with the Washington State Department of Ecology's Stormwater Financial Assistance Program. The application requested funding to retrofit two miles of University Avenue and install stormwater treatment (bio-infiltration swales) along with porous concrete pedestrian/bicycle paths on both sides of the road. At the time of writing this plan, the project is at 100% design and expected to be constructed 2022-2023.



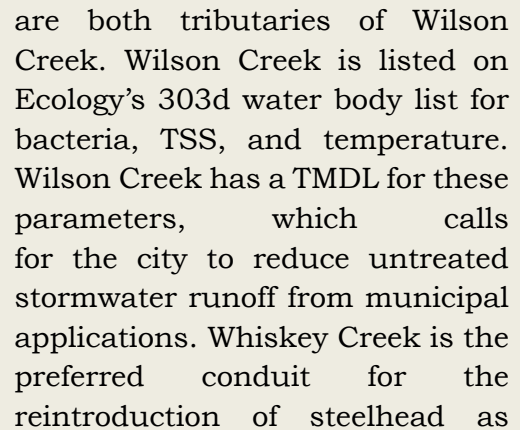
Attached is the fact sheet that outlines the entire project. (See below)

University Way from Wenas Street to Red Horse Diner

The proposed project is located in the City of Ellensburg along a one-mile stretch of University Way between the Red Horse Diner and Wenas Street. This city street is on the national highway system and includes two lanes and a center turning lane (each 12-foot wide) and two 4-foot wide shoulders. University Way has an annual average daily traffic (AADT) count of 7,400 to 11,000 making it the second busiest arterial in Ellensburg and the main arterial from I-90 to downtown Ellensburg and Central Washington University. This area is zoned as light industrial and the land cover within the 100-foot right-of-way (measured from the centerline to both sides of the street) is primarily pollutant generating impervious surfaces (PGIS).

Background Information

to both Whiskey and Mercer
Creeks. Mercer Creek and Whiskey
Creek



reintroduction of steelhead as

This aerial map illustrates the proposed project area and its surroundings. Key features include:

- Whiskey Creek Proposed Alignment:** Indicated by a light blue line.
- Proposed Project Area:** Outlined in red.
- Proposed Levee:** Shown as a magenta line.
- Whiskey Creek:** The main waterway, shown in blue.
- New Levee:** Shown as a green line.
- Wilson Creek:** A tributary shown in blue.

The map also shows existing infrastructure, including roads (e.g., Highway 101, Highway 99) and industrial/commercial areas.

Project Goals & Approach

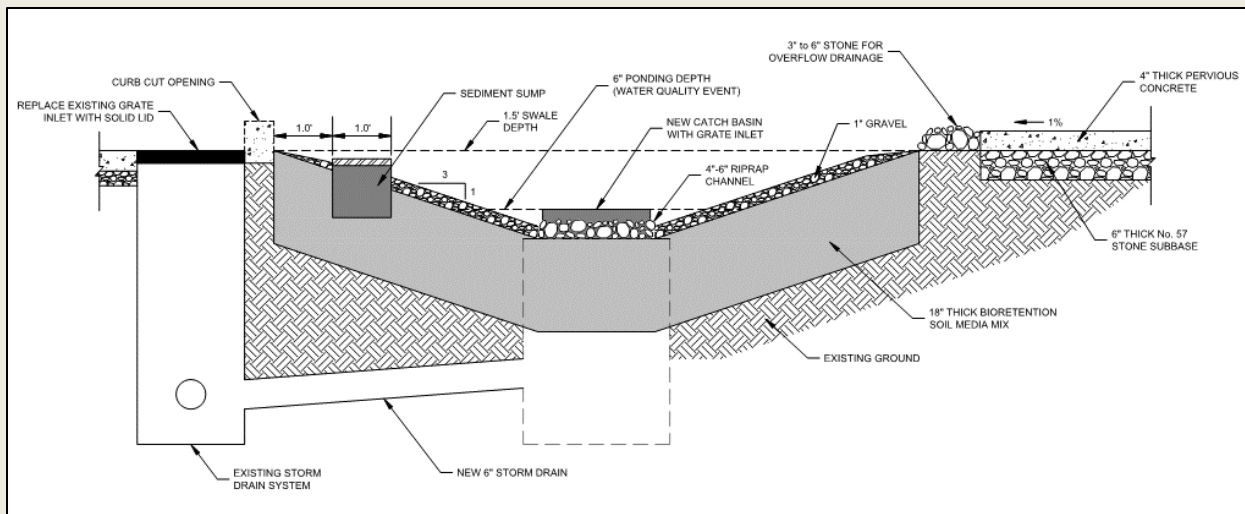
Project Goals	Approach
Improve water quality in Whiskey, Mercer, and Wilson Creeks	Decrease pollutant loading to creeks by: • Remove PGIS within the right-of-way • Provide treatment of stormwater runoff using BMPs bio-infiltration swales • Reduce vehicular traffic on University Way by adding bus stops, bike lanes & sidewalk
Bring street up to municipal standards	• Move power lines underground • Upgrade lighting • Install curbs and gutters (where existing is nonstandard or degraded)
Provide example of how to implement LID in a semi-arid location and provide community beautification benefits	• Use BMPs that do not require <i>supplemental water source</i> such as permeable pavement and bio-infiltration swales with a rock mulch • Use drought tolerant trees
Improve interconnectedness of pedestrian pathways in natural and urban areas	Connect proposed permeable paver sidewalk to levee extension trail and maybe John Wayne trail in near future.
Integrated watershed approach	Incorporate recommendations for management of municipal stormwater from YBIP, the Wilson Creek TMDL, and the City's transportation utility into the design

Project Vision for Stormwater Management

Existing PGIS adjacent to the road (and within in the right-of-way) will be removed and replaced with a permeable concrete/paver pedestrian pathway (7-feet-wide on the north side and 12-feet-wide on the south side). Linear bio-infiltration swales will be constructed parallel to the road and located between the road and sidewalk. The swale design will resemble a dry riverbed with rip-rap at the swale base, 1-inch gravel on the side slopes, and drought tolerant trees planted in the swale. The existing grate inlets on University will be replaced with solid lids and new curb cuts will be added to intercept and direct stormwater runoff to the swales. The swales will be designed to provide treatment for the water quality event (6-month, 24-hour) which will occur as runoff ponds in the swale and infiltrates through a bio-infiltration soil media to the underlying soils. Runoff from larger rainfall events will overflow into catch basin installed in the swales (the rim elevation of grate inlet is 6 inches above the swale bottom) which will connect to the existing storm drain network.



University Way today (left) and after stormwater retrofit construction (right)



Proposed bio-infiltration swale and permeable concrete sidewalk cross section

Hydrological & Geotechnical Information

Ellensburg is located in Central Washington, a semi-arid region with climate conditions characterized by cold winters with snowfall and hot dry summers with high winds and short-duration high intensity rainfall events. The Mean Annual Precipitation in Ellensburg is 9 inches, of which 22 inches is in the form of snow. The Soil Web survey indicates that the hydrologic soil group is predominantly C and D. As such, the infiltration rate for the conceptual BMP design was assumed to be 0.5-inches/hour. The groundwater elevation is estimated to be within 5- to 10-feet of the ground elevation and highest during the summer months due to irrigation returns from upland areas. Both a geotechnical and groundwater investigation will be conducted prior to the start of design to verify the actual field conditions.

Project Budget

The estimate for the design and construction costs for the Gateway to Ellensburg Project is \$3.3M. The City of Ellensburg's plans for funding the project include the following combination of sources:

- Stormwater Retrofits – Ecology grant funding from the Stormwater Financial Assistance Program (SFAP).
- The City's Gas and Light Department will underground and re-locate their utilities at their own expense of \$1.8M.
- Relocate Utilities – The City plans to fund the design/construction for relocating utilities prior to construction of the stormwater retrofit project because they are currently located where the proposed BMPs will be installed. This includes:
 - Utilities and Lighting – \$1.3M to move utilities and lighting. Both utilities and lighting will be upgraded to current municipal standards.
 - Gas – \$0.5M to relocate gas lines.

Project Timeline

Winter/Spring/Fall 2019	Begin Design
2020	Design/Permit
2021	Begin Construction of Overall Project
2022/2023	Finish Construction
June 1, 2024	Final Acceptance/Closeout Grant

Project Update 2023/2024

Gateway 1 has been completed. The project spanned six years from grant application to design/permitting and construction. Attached are some before and after photographs on page 42.

Before



After



Before



After



2. Gateway II **WQC-2020 EllePW-00053**

The city was successful in obtaining grant funding from the Department of Ecology to design, permit and construct Gateway II. Gateway II is the same identical project as Gateway I in scope and size, just on the opposite end of town. The agreement between Ecology and the City is fully executed. Once the annual report and management plan are finished in March 2021, we will begin our search for a consultant to begin designing the project. On the next page is an artist rendition of what the project might look like when finished on one side of the street. The project will be constructed on both sides of the street.

At the time of writing the project is proceeding into the 30% design phase. Locates, surveying and geo-tech are complete. It's anticipated at the time of writing to be finished with design and go out to bid sometime spring 2025.



Update: Gateway II is nearing 90% design. Permitting for the project has not yet started. Construction will be in 2025-2026.

3. Reccer/Currier Floodplain Project

The city has been working on flood management projects with regards to West Ellensburg and Reecer Creek since 2010. Phase I re-located a section of Reecer Creek into a new channel that supported fish habitat and constructed a setback levee. Phase II bonded five million dollars to acquire 56 acres of land, extend the setback levee up to the Burlington Northern Railway, build a new fish passable 35 foot bridge on Dolarway and three contiguous flood swales. The project is slated for construction 2021-2022.

Phase I was completed in Spring of 2023. Phase II extending the levee up to the Burlington Northern Railway will go out to bid Spring/Summer 2024 to seek completion to this project.

Before 2022-2023



After 2024



4. Flood Planning Assistance Grant (FCAAP) From the Department of Ecology.

The city submitted an application to the Department of Ecology's Floodplain by Designs group (FbD) and was awarded \$400,000.00 to model the City's storm system. In addition to modeling the entire system, it will be re-mapped in its entirety. The data collected will help support an urban flood model where Lidar cannot pick up the first few inches of water on city streets. The reason for this is the storm system picks up the first few inches and conveys the water to nearby outfalls for certain size storm events. This data will be compared with the County's 2D model which only picks up Lidar images in a rural setting. Comparing the two will add another dimensional layer and create a 3D model. That model will re-evaluate the current flood maps for Ellensburg and take a closer look at how the storm system plays a role in reducing urban flooding with small events. The project will also help determine where the system is undersized and look at long-term capital projects aimed at culverts and outfalls. The work is scheduled to begin in Spring of 2024.

5. FbD Land Acquisition Grant.

The City's Utility submitted a grant application to potentially purchase two properties on the western edge of town. The properties combined are 52 acres in size. Both properties are in the 100-year floodplain and both have Whiskey Creek running through them. Whiskey Creek has become the focal point among Fisheries, Tribe, and County Flood District to introduce Steelhead into the Naneum Canyon. The connection would be through Reecer Creek, which is tied to Achievements and planned activities #2 above. As the city goes out to bid to extend the levee up to the BNSF railway, a flood swale next to the levee could someday become the Whiskey channel. Above the railway on University Way is accomplishment #1, Gateway. Gateway would then connect up to the levee and provide a recreation trail, then possibly extend up to the Cascade Palouse trail via the two properties. The properties would serve multiple uses among flood protection and fish passage on Whiskey Creek. Final applications are due May 1, 2024.

I. S7 Permit Requirements (TMDL)

The Utility will resume distributing literature to citizens at recreational swimming areas and streamside homeowners to not feed waterfowl. This information is on a flier and goes out in the utility billing. The plan is to get another round of those in time for summer sometime May 2024. This is the requirement under S.5.B.1 in appendix 2 NPDES permit TMDL.



In addition to waterfowl education, the city is required to have pet waste stations at all public parks, city property and open spaces. The City has pet waste stations at all locations, and they are maintained by city staff. Parks staff just ordered another two-year supply and Storm paid for it out of the Capacity Grant 2024.



J. Operation and Maintenance Plan Update 2022

Every five years the NPDES permit requires permittees to update their stormwater operation and maintenance plan. The plan shall document all field activities performed by city crews and address pollution prevention at the shop. The plan addresses best management practices for each activity. The plan update is available upon request and was completed July 2022. The link below is the 2022 update.

https://g3coe-my.sharepoint.com/:w:/g/personal/morrowj_ci_ellensburg_wa_us/EZl-VPeWnJVLk7IAZ8O4lJYBZL3KYl_Kjx1jckA4EG2PHw?e=s2mSN3

Appendices:

Stormwater Utility Budget

[EN5070V 20240226 131138.pdf](#)

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Meeting Date: March 28, 2024

City of Ellensburg

Utility Advisory Committee Agenda Report

Agenda Subject: Electric Capacity Charge Study
Submitted by: Buddy Stanavich , Energy Resources Manager
Department: Public Works & Utilities

Suggested Motion/Action:
Informational Item

Background/Summary:

The electric utility is interested in exploring policy-based cost recovery mechanisms for potential large customers and the impacts they would have on the distribution system (feeder/substation) and transmission capacity. Current policy is to collect for those costs attributable to the development, the point one or a couple of new large customers create a tipping point where we wouldn't be able to serve the next customer without a new sub or feeder, has us looking at equitable options for current and new customers.

Previous Council Action:
None

Analysis:

This project studies a capacity charge that recoups past and / or future investments in substation assets for customers connecting to the system or oversizing their existing connection. The primary focus will be on the existing system assets, future capital improvement projects and system capacity. A model will be developed to calculate a capacity charge measured in dollars / kVa. System assets, both existing and projects included in the capital improvement program, will be reviewed for eligibility to avoid double counting. Upon completion of the analysis, expected this summer, staff would return to UAC and Council with the outcome of the study and a recommendation on how to proceed.

Financial Impact:

The scope of work is being negotiated, but the estimated cost is in the range of \$10,000 - \$15,000. There is adequate electric utility budget for this study.

Budget Adjustment: No

Attachments:
None

Public Works & Utilities Monthly Report

March 2024

At Council's March 18, 2024 meeting, two members of the public representing two local churches, spoke during Citizen Comment on Non-Agenda Items requesting opportunity for churches to be able to access the City's Non-Profit rate for their utility bills. City staff went through significant work a few years back aligning the utility rates through guiding principles that were established by consultant and Council to simplify the discount rate program for electric, natural gas, sewer and water. Staff can return with this discussion at a future meeting should the UAC desire a presentation. Altering the definition to allow more customers on the discount rate program will require the rate models for the respective utilities to be rebalanced.

Below is the current definition of Nonprofit agencies serving the disadvantaged, for the determination of being included in the discount rate schedule:

Nonprofit agencies serving the disadvantaged means agencies with a 501(c)(3) tax exempt designation from the Internal Revenue Service (IRS), a majority of whose clients/customers:

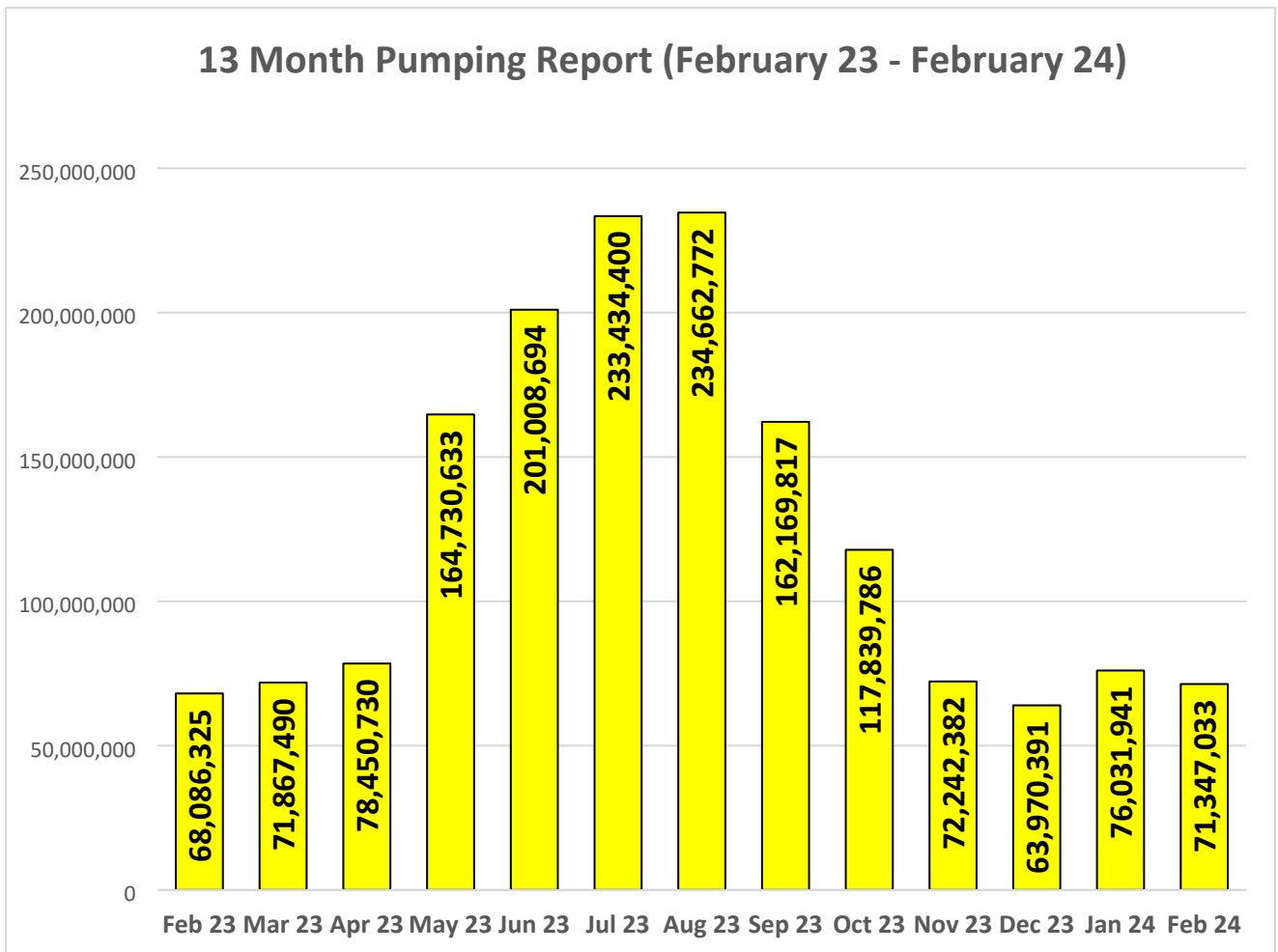
- A. Qualify for the low-income senior citizen rate;
- B. Are persons with disabilities of the types recognized by the city for determining eligibility for the low-income disabled citizen rate, regardless of their actual income level; or
- C. Are persons from families determined to be low income as defined by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 USC Section 9902(2).

Sewer:

- Staff went out to bid for the 2024 CIPP project. Bids will be opened on March 27th
- Crews have been performing video inspections for new projects, including the Anderson Road Sewer Project.
- Staff have been vacuum excavating for the Gas and Light Divisions quite often when they are available.
- The Lab at the WWTF received their accreditation for 2024.

Water:

- Illinois Well is pumping to the water system now and is being added into the rotation of wells for consistent use. Punch list items are still being addressed by the contractor at the well house and with the telemetry system.
- Russ collected the annual static aquifer water level measurements at each well owned and operated by the City. This is done every March, and the results are reported to the UAC in May or April.
- Crews are installing new water meters regularly and have installed over 20 new services already in 2024.
- Aart Sinclair retired from the City on March 6th and Shawn Byers has been offered and accepted the role of Water Division Foreperson.
- Water pumped during February of 2024 was 71,347,033 gallons. The amount of water pumped in February of 2023 was 68,086,325 gallons.



Stormwater and Street Trees:

- Staff is completing the annual stormwater management plan and annual report for the Department of Ecology.
- Staff will be sending to Council in March the scope of work and agreement for the FCAAP grant consultants (Perteet-Evergreen H2O) to begin work on the project.
- Staff will be preparing the final application after March 12th for the Floodplains by design land acquisition project involving two properties.
- Plateau consulting and staff have prepared a permit for DAHP to review and hopefully approve so the levee can get out to bid, spring/summer.
- Gateway 2 will be meeting with Fish and Wildlife, and Ecology on March 5th to discuss possibility of scaling the project back to the fire station and not to Cowboy Lane as originally designed. De-regulating East Branch Lyle Creek, off site wetland mitigation, 404 permitting and federal cultural permitting were not originally scoped.
- In March staff received this year's Tree City USA recognition package. This is the 41st year Ellensburg has been a Tree City and the first year we received the Growth Award. The new sign stickers will be put up in April.
- Staff is beginning to close out the 2023 Community Forestry Assistance Grant. The grant award was \$40,000 with a \$30,000 match and it funded a street tree re-inventory and urban tree canopy assessment.
- Staff received notification of selection for the 2024 Community Forestry Assistance Grant. The proposed project will complete a park tree inventory, create an Urban Forestry Management Plan, complete a

Tree Ordinance Update, create a new section in the Public Work Development Standards for Street Trees, and develop public Outreach and Engagement Materials. The proposal requested \$272,500 in funding, with no match requirement. The final scope of the project will be established in the next 3-4 months when the contract is finalized.

Electric:

- Staff continues refining the Statement of Project Objectives with the Department of Energy on the grant for additional solar capacity, upgrades to the Renewable Energy Park and Smart Grid Modernization. This project is still expected to be funded early 2024 for design.
- Jordan Fallwell, Meterperson, will be entering the Lineman Apprenticeship in March. Jordan will continue to perform Meterperson duties, while in the apprenticeship.
- Uribe's Tree Service continues trimming trees around Light Division equipment and power lines. They started work on December 8th, and work is anticipated to go through March 2024.
- With the hiring of Temporary Linemen, Norm Hedden and Kash Sansaver, in February, crews have been busy with projects requiring a full line crew. Crews continue to work on customer service and critical work such as services, street-light maintenance, traffic signal maintenance, outages, connect/disconnects and locates.
- Potelco is currently working on a large re-conductor project on Wildcat Way for the city. The project is anticipated to be completed by March 22.
- The duct and vault system has been completed for the Craig Hill pressure zone project. City crews have been working to install the 3-phase line extension.
- The city is waiting on a delivery of materials so that Potelco can complete the distribution systems for multiple residential developments.
- Staff conducted a tour of the Dolarway Substation for new city council members Delano Palmer and Joshua Thompson.
- Power Engineers has been provided with system data necessary for them to proceed with the electrical utility system plan. Powers is working to provide staff with a preliminary draft for review and are approximately 2 weeks behind schedule.

Gas:

- Staff made two recent natural gas purchase commitments to Shell Energy North America. The first purchase commitment is for a total of 274,000 MMBtu's at an average price of \$4.184/MMBtu delivered from July 2024 through March 2025. The total value of the contract purchase is \$1,143,160. The second purchase commitment is for a total of 45,000 MMBtus at \$1.430/MMBtu delivered in the ground to Ellensburg's Clay Basin account on March 15, 2024. The total value of the contract purchase is \$64,350.
- Staff attended a Pipeline Operators meeting hosted by the UTC on February 20th. This was the first in-person Pipeline Operators meeting in over 5 years. The UTC will perform an Annual Review audit and Drug & Alcohol Program audit in 2024.
- Crews continue with annual steel welding re-qualifications and will continue working on OQ hands-on and on-line training sessions. Annual fusion re-qualifications will also take place in February.
- Crews will be starting our annual atmospheric corrosion survey soon and are continuing with annual commercial meter maintenance and customer driven work.
- Staff compiled data and submitted various required annual reports to PHMSA and the UTC.
- Staff is coordinating and scheduling annual training requirements for staff and crew.

- Staff continues to review material inventory and projected needs in anticipation of supply chain issues. Timely material acquisition continues to be an issue.
- Granite Service Line and System Loop project is still under design review and permitting.

To: City of Ellensburg -Special Announcements and Recognitions:

March 18 is national Natural Gas Utility Workers' Day!

The decision to hold this day on March 18 was made by a poll on the APGA Community. March 18 is the date of the New London, Texas school incident in 1937 that led to the widespread odorization of natural gas and an increased emphasis on safety. Safety is a vital aspect to natural gas distribution and the employees of distribution companies endeavor to make natural gas delivery as safe as possible.