

AGENDA UTILITY ADVISORY COMMITTEE June 18, 2025

Hybrid Meeting In-person and via Zoom



<https://us02web.zoom.us/j/88484122683>

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**CITY OF ELLENSBURG
UTILITY ADVISORY COMMITTEE AGENDA
Remotely via Zoom
Wednesday, June 18, 2025
3:30 PM - Regular Meeting**

- 1. Call to Order and Roll Call of Members**
- 2. Approval of Agenda (No Public Comment)**
- 3. Approval of Minutes**
 - 3.A May 15 UAC regular meeting minutes
- 4. Approval of Consent Agenda**
- 5. Correspondence and Citizen Comments on Non-Agenda Items**
- 6. Telecommunications Utility Discussion Items**
- 7. Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items**
 - 7.A Board and Commission Changes
- 8. Staff Informational Items**
 - 8.A Execution of a contract renewal with 120 Water, Inc. for consulting services related to the Lead Service Line Inventory
 - 8.B Public Works and Utilities Updates
- 9. Commission Representative Update**
- 10. 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
Date of Meeting
Time of Meeting
Place of Meeting

Minutes of Utility Advisory Committee, Regular Meeting
May 15, 2025
3:30 PM
Council Chambers
501 North Anderson Street
Ellensburg, WA 98926
And remotely via Zoom

1. Call to Order and Roll Call of Members

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

Members present: Nancy Lillquist, City Council; Delano Palmer, City Council; Jeff Bousson, CWU; Audrey Huerta, Utility Customer. Not present: Bryan Clark, KITTCOM (Absent/no telecom items)

Also present: Buddy Stanavich, Energy Services Director; Kim Bowie, Operations Analyst; Nicole Baker, Sustainability & Energy Coordinator (Zoom); Heidi Behrends-Cerniwey, City Manager; Ryan Lyyski, Public Works Director; Mike Helgeson, Assistant Public Works Director.

One member of the public via Zoom.

2. Approval of Agenda

Committee member Palmer moved to approve the agenda as presented. **Motion approved. 4-0**

3. Approval of Minutes

3.A April 17 UAC regular meeting minutes

Committee member Huerta moved to approve the regular meeting minutes. **Motion approved. 4-0**

4. Approval of Consent Agenda

4.A 2024-2025 Annual Stormwater Management Plan Update

4.B Award Bid Call 2025-06 Middle Reach Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project - Phase II

Committee member Lillquist moved to approve the consent agenda. **Motion approved. 4-0**

5. Correspondence and Citizen Comments on Non-Agenda Items

No public comment.

6. Telecommunications Utility Discussion Items

No telecommunication items.

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

7.A Reschedule June 19th UAC meeting

Committee member Lillquist moved to reschedule the June 19th UAC meeting to June 18th.

Motion approved. 4-0

7.B Board and Commission Changes

Committee member Huerta moved to publish the draft ordinance with next month's agenda to give the Committee more time to review. **Motion approved. 4-0**

7.C Community Solar Expansion Program

Committee member Palmer moved to open item 7.C to public comment. **Motion approved. 4-0.** Brandon O'Rourke spoke in favor of community solar.

Committee member Palmer moved to recommend City Council authorize participation in the community solar expansion program and approve \$250,000 annually in signing authority for incentive programs. **Motion approved. 4-0**

7.D Expansion of Low-Income Utility Discount Program to include 40% AMI

Committee member Lillquist moved to recommend City Council adopt an ordinance extending the low-income discount program eligibility threshold to those at or below 40% AMI. **Motion approved. 4-0**

8. Staff Informational Items

8.A 2025 Aquifer Level Presentation
Mike Helgeson presented 2025 static well levels.

8.B BPA - Provider of Choice Contract
Buddy Stanavich explained the upcoming BPA contract.

8.C Public Works and Utilities Updates
Staff shared Public Works updates.

9. Commission Representative Update

Delano Palmer said Central is going to continue looking for opportunities for federal grant funding.

Jeff Bousson spoke about Central's solar and decarbonization plan and offered to do a presentation at a later date.

Nancy Lillquist informed the Committee that the subcommittee interviewed Fred Springsteen and will forward a favorable recommendation to Council.

10. Adjournment

Meeting adjourned at 4:58 pm



Meeting Date: June 18, 2025

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

Agenda Subject: Board and Commission Changes
Submitted by: Buddy Stanavich , Energy Services Director
Department: Energy Services

Suggested Motion/Action:

Forward a favorable recommendation to City Council to approve the board and commissions amendments.

Background/Summary:

The City seeks to review and evaluate the roles, membership composition, and powers and duties of city boards, committees, and commissions periodically to ensure clarity and adapt to changing community and organizational needs.

Previous Council Action:

Analysis:

The City of Ellensburg seeks to revise membership composition of the Utility Advisory Committee with needs of energy utilities issues.

Financial Impact:

N/A

Budget Adjustment: No

Attachments:

1. Ordinance XXXX - Environmental Commission UAC and PTAC Amendments-DRAFT for B&C Consideration 6-9-2025

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, RELATING TO UTILITY ADVISORY COMMITTEE, ENVIRONMENTAL COMMISSION, AND PUBLIC TRANSIT ADVISORY COMMITTEE, AMENDING SECTIONS 1.50.040, 1.50.080, 1.50.200, 1.60.040, 1.60.120, 1.60.280, AND AMENDING CHAPTER 1.84 OF THE ELLENSBURG CITY CODE.

WHEREAS, the City of Ellensburg (City) seeks to review and evaluate the roles, membership composition, and powers and duties of city boards, committees, and commissions periodically to ensure clarity and adapt to changing community and organizational needs; and

WHEREAS, the City of Ellensburg wishes to assign advisory and review role for transportation system by broadening the purpose and duties of the Public Transit Advisory Committee to include activities related to public transportation, especially complete streets and transportation system safety and rename as Transportation System Advisory Committee; and

WHEREAS, the City of Ellensburg seeks to designate accountability for actions adopted through sustainability and energy plan and other climate or environmental policies to the Environmental Commission and designate advocacy role for sustainability goals, including bicycle and active transportation; and

WHEREAS, the City of Ellensburg seeks to revise membership composition of the Utility Advisory Committee with needs of energy utilities issues;

NOW, THEREFORE, the City Council of the City of Ellensburg, Washington do hereby ordain as follows:

Section 1. Section 1.50.040 of the Ellensburg City Code, as last amended by Section 17 of Ordinance 4883, is hereby amended to read as follows:

1.50.040 - Creation—Composition—Compensation.

~~There is created the utility advisory committee consisting of seven members. Two city council members and one representative from Central Washington University shall be members of the committee. Two members shall be customers of one or more of the city utility systems. Two additional members, who shall vote only on issues concerning the telecommunications utility as set forth in [Chapter 9.110](#) ECC, will include one representative from KITTCOM and one representative of the customers of the city's telecommunications utility. Terms shall be for three years. The committee members shall not receive compensation for their service.~~

- A. Two city council members;
- B. One representative from Central Washington University (CWU) and be designated by CWU administration;

- C. Four members shall be customers of one or more of the city utility systems (natural gas, light, and/or telecommunications);
- D. Terms shall be for three years.
- E. The committee members shall not receive compensation for their service.

(Ord. 4883 § 17, 2022; Ord. 4664 § 1, 2014; Ord. 4405, 2005; Ord. 4292, 2001)

Section 2. Section 1.50.080 of the Ellensburg City Code, as last amended by Ordinance 4405, is hereby amended to read as follows:

1.50.080 - Purpose.

The utility advisory committee is created for the purpose of providing a mechanism for the city council of Ellensburg to obtain the benefits of recommendations, advice, and opinions on those matters affecting city energy and telecommunication utility policy and operations from a committee which may devote the resources necessary for careful consideration of such matters and which will increase ~~citizen~~ customer participation and input to local government.

(Ord. 4405, 2005; Ord. 4292, 2001)

Section 3. Section 1.50.200 of the Ellensburg City Code, as last amended by Ordinance 4405, is hereby amended to read as follows:

1.50.200 - Powers and duties.

The powers and duties of the committee shall be as follows:

- A. To give advisory recommendations to the city council on matters relating to city energy and telecom utility policy and rates, infrastructure planning, and operations and all other matters as the city council may deem appropriate.
- ~~B. To adopt bylaws, rules and regulations consistent with the laws of the state of Washington for conducting the meetings of the utility advisory committee.~~

(Ord. 4405, 2005; Ord. 4292, 2001)

Section 4. Section 1.60.040 of the Ellensburg City Code, as last amended by Section 1 of Ordinance 3713, is hereby amended to read as follows:

1.60.040 - Definitions.

Words used in this chapter shall have the following meanings:

Commission means the environmental commission.

Environment. The word "environment" and all derivative forms of the word shall include all of the conditions, circumstances and influences surrounding or affecting all living organisms and all natural resources and physical assets within the city limits.

Sustainability. The word “sustainability” refers to the practice of using resources responsibly to balance environmental protection, economic development, and social objectives to meet the needs of today without compromising the quality of life for future generations.

(Ord. 3713 § 1, 1990)

Section 5. Section 1.60.120 of the Ellensburg City Code, as last amended by Section 21 of Ordinance 4883, is hereby amended to read as follows:

1.60.120 - Creation—Membership—Compensation.

~~There is created an environmental commission consisting of seven members. The president of the Ellensburg High School environmental club shall be an ex officio member of the commission. Not less than four members shall be residents of the city of Ellensburg; no more than two of noncity may reside outside of the city's urban growth area. Two members of the commission may be under the age of 18. The commissioners shall not receive compensation for their services.~~

- A. One member of the city council;
- B. One environment/sustainability representative from Central Washington University (CWU) and be designated by CWU administration;
- C. Not less than four members shall be residents of the city of Ellensburg;
- D. No more than one member may reside outside of the City’s urban growth area;
- E. Two members of the commission may be under the age of 18;
- F. The president of the Ellensburg High School environmental club shall be an ex officio member of the commission.
- G. The commissioners shall not receive compensation for their services.

(Ord. 4883 § 21, 2022; Ord. 4569 § 1, 2010; Ord. 4509 § 1, 2008; Ord. 3980 § 1, 1995; Ord. 3723 § 1, 1991; Ord. 3713 § 1, 1990)

Section 6. Section 1.60.160 of the Ellensburg City Code, as last amended by Section 22 of Ordinance 4883, is hereby amended to read as follows:

1.60.160 - Appointment—Terms.

~~Each member shall be appointed for a five-year term. The president of the Ellensburg High School environmental club shall be an ex officio member of the Ellensburg environmental commission. The ex officio member is not subject to appointment, confirmation, or a set term.~~

(Ord. 4883 § 22, 2022; Ord. 4711 § 2, 2015; Ord. 3980 § 2, 1995; Ord. 3723 § 2, 1991; Ord. 3713 § 1, 1990)

Section 7. Section 1.60.280 of the Ellensburg City Code, as last amended by Section 4 of Ordinance 4711, is hereby amended to read as follows:

1.60.280 - Powers and duties.

The commission shall have general powers and duties necessary to fulfill the express or implied purposes of this chapter and, within the framework of these purposes, the environmental commission shall:

- A. Serve in an advisory capacity to the city council, and accept referrals from the city council for study or such action as is directed by the city council, especially concerning designated sustainability elements such as water resources, land use, waste reduction, and urban forestry;
- B. Consider policies, projects, plans, and programs beneficial to the environment of the community and to consider matters affecting the City's water, sanitary sewer and stormwater systems;
- C. Propose policies and programs for consideration by the city council, and when authorized by the council, carry out these projects and programs;
- ~~D. Notify appropriate city departments in advance of meetings at which subjects will be discussed which may be of particular interest to that department, and provide information to staff outlining support of, or opposition to, subjects undergoing environmental review;~~
- ~~E. D. Administer the water quality grant program in accordance with procedures authorized and approved by the city council;~~
- ~~E. E. Advocate for sustainable activities Advise the city council on matters to promote bicycle use within Ellensburg, including bicycle and other active transportation modes.~~

(Ord. 4711 § 4, 2015; Ord. 3713 § 1, 1990)

Section 8. Chapter 1.84 of the Ellensburg City Code is hereby amended to read as follows:

CHAPTER 1.84 - ~~PUBLIC TRANSIT~~ TRANSPORTATION SYSTEM ADVISORY COMMITTEE

1.84.010 – Creation and purpose

1.84.020 – Terms—Composition

1.84.030 - Removal—Vacancy.

1.84.040 - Organization—Meetings—Quorum.

1.84.050 - Powers and duties.

1.84.010 - Creation and purpose.

There is created a ~~public transit~~ transportation system advisory committee consisting of seven members. The purpose of the ~~public transit~~ transportation system advisory committee is to oversee public transit and transportation system services in the city, including safety, infrastructure planning, the quality of services, providing direction for public information and education, developing and making recommendations on system improvements and funding, and reporting to council on those and other elements as directed.

(Ord. 4883 § 29, 2022; Ord. 4806 § 1, 2018; Ord. 4731 § 1, 2016)

1.84.020 - Terms—Composition—Compensation.

~~Members of the public transit advisory committee shall not receive compensation for their service.~~ Each member of the transportation system advisory committee shall be appointed for a three-year term, and member representation is as follows:

- A. One city council member.
- B. A representative from Central Washington University (CWU) who shall represent the general interests of CWU and be designated by CWU administration.
- C. A representative of the Associated Students of Central Washington University (ASCWU) student government to serve a minimum of one year, whose term shall correspond to the terms of office of students elected to serve on the ASCWU student government.
- D. A representative of Ellensburg School District (ESD) who shall represent the general interests of ESD and be designated by ESD administration.
- ~~D.~~ E. Four Three community members.
- F. Members of the transportation system advisory committee shall not receive compensation for their service.

(Ord. 4883 § 30, 2022; Ord. 4806 § 2, 2018; Ord. 4731 § 1, 2016)

1.84.030 - Removal—Vacancy.

Repealed by Ord. 4883.

(Ord. 4731 § 1, 2016)

1.84.040 - Organization—Meetings—Quorum.

Repealed by Ord. 4883.

(Ord. 4806 § 3, 2018; Ord. 4804 § 4, 2018; Ord. 4731 § 1, 2016)

1.84.050 - Powers and duties.

The powers and duties of the committee shall be as follows:

- A. To advise the city council on matters pertaining to infrastructure planning, the maintenance and operation, and improvements to of public transit and the complete street transportation system within the city.
- B. To develop and implement a community outreach program to educate the public concerning access to public transit and the city’s transportation system and to identify unmet public transit system needs.
- C. To provide advice and recommendations to the city's transit provider, city council, and city staff concerning quality, effectiveness, ~~and efficiency,~~ and safety of the city's public ~~transit~~ transportation system.
- D. To report, at least annually, on the above to city council and on other such matters as they pertain to the city's public transit and transportation system, or on other such other matters as directed by city council, which shall be included as council agenda items.

(Ord. 4731 § 1, 2016)

Section 9. Severability. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 10. Corrections. Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 11. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication.

The foregoing ordinance was passed and adopted at a regular meeting of the City Council on the _____ day of July, 2025.

MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Publish:

I, Beth Leader, City Clerk of said City, do hereby certify that Ordinance No. **** is a true and correct copy of said Ordinance of like number as the same was passed by said Council, and that Ordinance No. **** was published as required by law.

BETH LEADER



Meeting Date: June 18, 2025

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

Agenda Subject: Execution of a contract renewal with 120 Water, Inc. for consulting services related to the Lead Service Line Inventory

Submitted by: Mike Helgeson, Assistant Public Works Director

Department: Public Works

Suggested Motion/Action:
None

Background/Summary:

The Lead Service Line Inventory is a requirement under the Lead and Copper Rule Revisions (LCRR), which mandates that water systems prepare and maintain an inventory of service line materials. Staff submitted the initial inventory as required prior to the deadline of October 16, 2024. Staff continue to work with 120 Water to meet compliance deadlines related to the LCRR. 120 Water Inc. provides the platform on which the inventory is maintained and is helping staff work toward a solution that would allow all service lines in the system to be classified as non-lead, by using an approved statistical analysis of a percentage of the service lines that are currently classified as "unknown material". Until this process is complete, staff recommends using the assistance of 120 Water, Inc. to continue to meet the additional requirements of the LCRR.

Previous Council Action:

June 16, 2025 - City Council Meeting

Analysis:

The contract with 120 Water Inc. provides a year of access to their Public Water Systems (PWS) platform, training, and an account manager to provide updates to changing requirements and helpful strategies. The cost of these services is \$33,200 for a twelve month partnership.

Financial Impact:

Staff is asking for a budget adjustment of \$40,000 in the 2025 Water Utility Budget to cover the cost of executing this contract as well as the anticipated cost associated with the production and delivery of letters to customers with service lines of "unknown material", which is required as a part of the LCRR.

Budget Adjustment: Yes

Attachments:

1. 120W SIGNED - ELLENSBURG PSA - (1)

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

RELATING TO: LEAD SERVICE LINE INVENTORY

THIS “LUMP SUM” AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 25th day of July, 2025 (“Effective Date”), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the “CITY”) and 120 WATER, INC. (d/b/a 120Water), a Delaware 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 Lead Service Line Inventory 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 as agreed upon by the parties, 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 (which is incorporated herein) 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 July 25th, 2026. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B (which is incorporated herein).

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

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

4.2. The CONSULTANT shall submit invoices to the CITY for work completed in accordance with Exhibit A. Invoices shall detail the Services provided.

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 \$33,200. 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. If applicable, 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. OWNERSHIP OF WORK PRODUCT.

7.1. The work product and all documents produced under this Agreement that are described in Exhibit A as deliverables (collectively, "Work Product") 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 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 or other Work Product produced under this Agreement or modifications thereof for any purpose other than those authorized by CONSULTANT under this Agreement without the written authorization of CONSULTANT.

7.4. Ownership and Use of Data.

7.4.1. Definitions. "CITY Data" means all electronic data (including, but not limited to, Personal Information, as defined under applicable data privacy law) uploaded by CITY to the CONSULTANT Platform. "Derivative Data" means collectively, (i) information derived or generated from or based on CITY Data, but not containing CITY Data, (ii) CITY Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) CITY Data which has been aggregated with other data but which no longer identifies a specific individual or CITY. "Usage Data" means statistical data related to CITY's access to and use of the SaaS Services and data derived from it, that is used by CONSULTANT, including to compile statistical and performance information related to the provision of the Services and operation of the CONSULTANT Platform. "CONSULTANT Platform" means CONSULTANT's proprietary online hosted software platform, website, operating systems, hardware, and other technical resources used by CONSULTANT to provide the SaaS Services.

7.4.2. Ownership of CITY Data. As between CITY and CONSULTANT, CITY owns all CITY Data.

7.4.3. Use of CITY Data. CITY hereby grants CONSULTANT and its contractors a limited, nonexclusive right and license to use all CITY Data during this Agreement, and, after expiration or termination as permitted herein.

7.4.4. Derivative Data and Usage Data. CONSULTANT shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. This Section 7.4.4 shall survive any expiration or termination of this Agreement.

7.4.5. Use of CITY Data after Expiration or Termination. Upon CITY's request within thirty (30) days after the expiration or termination of this Agreement, CONSULTANT will provide CITY with a copy of CITY Data held by CONSULTANT. Upon expiration of such thirty (30) day period, CONSULTANT shall convert CITY's account to an inactive status. CONSULTANT may, but shall not be obligated to, delete all CITY Data after CITY's account converts to inactive status. The confidentiality obligations as are set forth in this Section 7 shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and (iii) with respect to Personal Information held by CONSULTANT, forever.

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 subcontract any of the work covered by this Agreement without the written consent of the CITY, provided, however, that 120Water may engage subcontractors to perform or to support 120Water's performance of portions of the Services provided or made available to substantially all of 120Water's customers (e.g., data hosting, water testing, and other service providers), provided that 120Water may not subcontract to a subcontractor dedicated to Customer's account any custom Services or custom-created Deliverables specifically purchased only by Customer (and set forth in a separate statement of work) without Customer's prior written consent, such consent not being unreasonably withheld, delayed, or conditioned.

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 (where authorization is required pursuant to Section 10.2); 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, where and as applicable, 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 by or on behalf of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, reperform any Services under this Agreement found by CITY to not conform to the specifications set forth in Exhibit A or which are otherwise in breach of 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, but there shall be no refund of pre-paid amounts.

14.2. Either party may terminate this Agreement, in whole or in part and at any time, in writing if the other party substantially fails to fulfill any or all of its material obligations through no fault of the terminating party if such failure is not remedied within thirty (30) days of receipt of such written notice. 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, made by third parties arising out of or resulting from the acts, errors or omissions of the CONSULTANT or CONSULTANT'S SUBCONTRACTORS in performance of this Agreement, except to the extent injuries and damages are caused by the negligence of the CITY or its contractors (other than CONSULTANT).

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.

15.4. **Limitation of Liability.** Except for intellectual property infringement, breach of confidentiality, and indemnification obligations, in no event shall CONSULTANT's total aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amount of insurance coverage that is available under the particular insurance policies of CONSULTANT (as set forth in Section 16) that apply to the asserted claim.

15.5. **Exclusion of Consequential Damages.** Except for intellectual property infringement, breach of confidentiality, and indemnification obligations, and notwithstanding anything to the contrary in this Agreement, the parties expressly agree that in no event shall CONSULTANT have any liability to CIT for any lost profits or for any indirect, special, incidental, punitive, consequential, or special damages of any kind or nature however caused, including without limitation damages for loss of goodwill, substitute goods or services, work stoppage, data loss, lost profit or computer failure, incurred by customer or any third party, whether in contract, tort or under any other theory of liability, whether or not CONSULTANT has been advised of the possibility of such damages.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance as set forth in this Section 16 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 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. Cancelation. 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/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 Public Works
Attention: Mike Helgeson
501 N. Anderson
Ellensburg, WA 98926

120 Water, Inc.
250 S. Elm Street
Zionsville, Indiana 46077
Attn: _____

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of CONSULTANT or 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, provided that CONSULTANT may assign, convey, or transfer (whether by contract, merger, or operation of law) (collectively “assign” and its cognates) without CITY’s consent any or all of CONSULTANT’s rights or obligations under this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of CONSULTANT’s assets or equity, provided that (a) the assignee confirms in writing to the CITY it has the operational ability to perform CONSULTANT’s obligations under this Agreement and will assume all rights, liabilities and obligations under this Agreement, or (b) if the assignee is an entity with whom CITY is prohibited by law or regulation from conducting business, then CITY may terminate this Agreement as provided herein.

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. FORCE MAJEURE. Any delay in performance (other than for the payment of amounts due; provided, such non-payment does not exceed 30 days) caused by conditions beyond the reasonable control of the performing party (“Force Majeure Event”) is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance; provided that the party prevented from performing its obligations: (a) has promptly notified the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur, (b) uses commercially reasonable efforts to implement a workaround and to minimize any delay in or interference with the performance of its obligations under the Agreement, and (c) did not cause or contribute to the cause of the Force Majeure Event. If the Force Majeure Event renders CONSULTANT unable to completely provide the Services for more than thirty (30) consecutive days, CITY may terminate the Agreement upon written notice to CONSULTANT (in which case CITY will receive a refund of prepaid fees starting from the beginning of the period of unavailability due to such Force Majeure Event). For the avoidance of doubt, CITY is not obligated to pay CONSULTANT during the period when a Force Majeure Event renders the Services unavailable.

26. 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
Schedule for the Work
Budget for Each Task

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

CONSULTANT: 120 WATER, INC.

By: *Craig Herman*

Printed Name: Craig Herman

Title: CRO

Tax ID#: 93-4964685

THE CITY OF ELLENSBURG:

By: _____

Printed Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney



EBR - Ellensburg Water Dept, WA - 2025 Renewal

Customer - Ellensburg Water Dept - WA

501 N Anderson St
Ellensburg, WA 98926
United States

Reference: 20250410-152820424

Quote created: April 10, 2025

Quote expires: July 9, 2025

Quote created by: Sydni Montgomery

sydni.montgomery@120water.com

Mike Helgeson

helgy@ci.ellensburg.wa.us
(509) 962-7204

Comments from Sydni Montgomery

Standard 12-month term. Order is bound by the PSA agreed upon by Ellensburg, WA and 120Water.

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD	\$22,200.00 / year	1	12
LCRI Pro Managed Services Package Coaching and guidance across the LCRI compliance journey, including quarterly readiness planning with Account Manager, inventory building activities, and communications support. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials.	\$11,000.00 / year	1	12

Annual subtotal \$33,200.00

Total \$33,200.00

Total contract value \$33,200.00

Purchase terms

The renewal of your subscription has a contract start date of 7/26/2025 and will run through 7/25/2026. Fees will be invoiced upon signature of this order form and will be due Net 30 from the invoice date.

Invoice Terms:

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Billing Country:

Billing Notes (if applicable):

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Sydni Montgomery

sydni.montgomery@120water.com

120Water

250 S Elm St

Zionsville, IN 46077

US

Public Works Monthly Report June 2025

Sewer:

- Anderson Road Sewer project will be scheduled to pave portions of Anderson Road and all of 1st Ave. And Lincoln St. On June 17th and 18th. The project is on schedule to be completed by mid-August.
- A bearing failed on the gravity belt thickener and needed to be replaced. Staff were able to modify a similar bearing for temporary use until the replacement bearings arrived. Once they arrived, both bearings were replaced, and the unit is operating as expected.
- A power surge occurred during a recent power outage that affected the WWTF and a circuit board for the influent flow meter was damaged. A replacement board has been ordered. Staff have another meter in the raw sewage building that is currently being used to calculate flows.
- The vacant Maintenance/Operator position will be filled by James Luce, who will be transferring from his current position of Collections Serviceperson on July 1st. His vacated position is currently posted in-house and will be posted publicly if there is no internal transfer request.

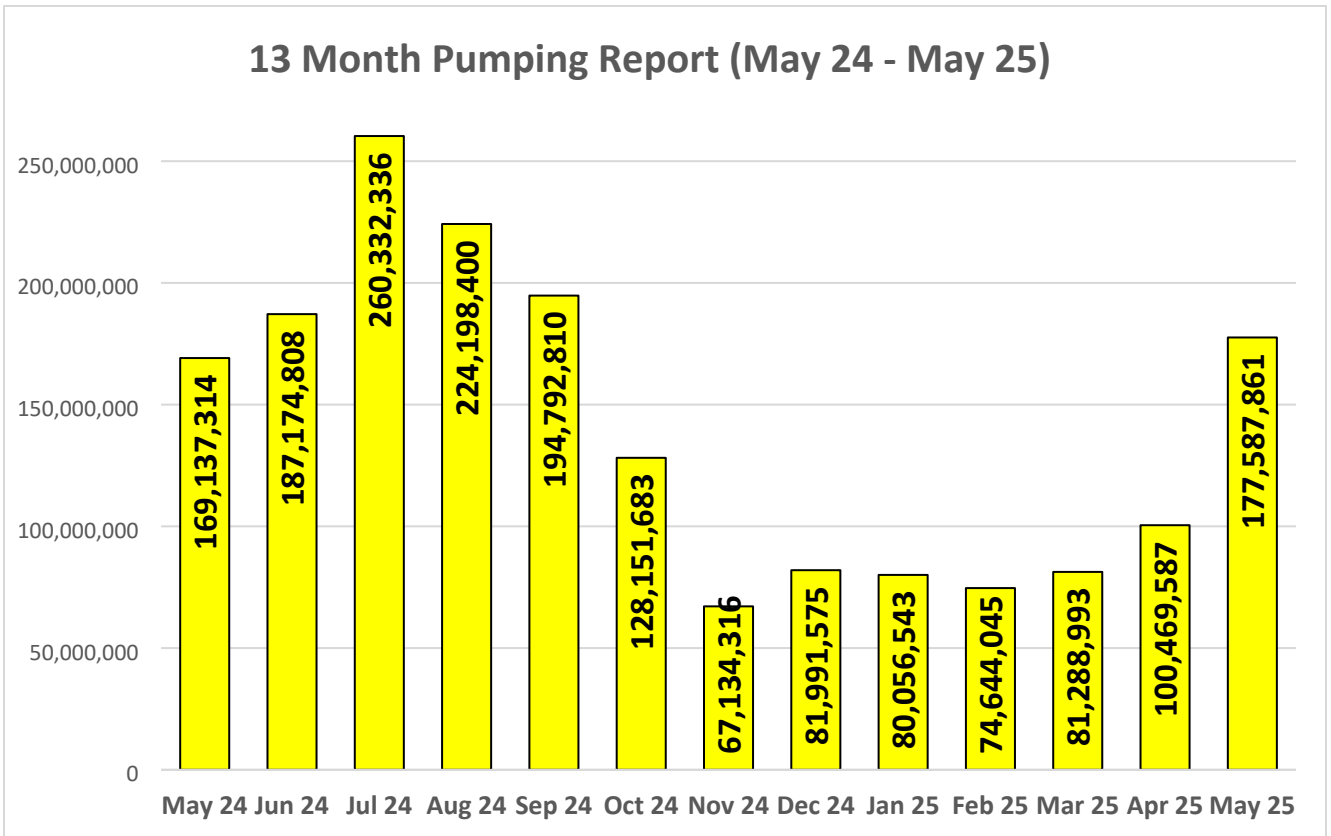
Street and Arterial Street:

- ADA ramp replacements continue on Water St., with ramps tentatively scheduled to be completed by early July. Asphalt grinding will begin on July 7th and take approx. Two weeks to complete, with paving beginning immediately after the grinding is complete.
- Crews are working diligently on chipseal prep work. The chipseal project is currently scheduled to take place on July 22nd and 23rd.
- 10 Teamsters staff and one administrator worked on Saturday, May 31st to provide traffic control for the Kittitas County Pride Parade. The event ran smoothly and without any major issues.
- Several special events that require street closures by Street Division staff are happening in June, including a car show, the Night Market, and Dachshunds on parade.
- Crews have had to respond to several after hours calls for tree cleanup and removal caused by the high winds that we have been experiencing in the valley.

Water:

- Crews responded to a large water main break on University Way at the Nanum Street intersection. An 8-inch cast iron line suffered a failure at the bell end and spilt laterally down the pipe. Crews worked until early morning to make repairs. A large portion of the intersection was damaged, and a contractor was hired to repair the road surface.
- Hayward Well, Route 10 Well, and City Wells have been added to the pumping rotation as we head into the high water demand season. CWU owned Brooklane Well has also been tested and added to the rotation for use by the City when necessary.
- Staff are working with the Engineering Division to complete service line replacements in West Ellensburg before the roads are repaved following the sewer main extension project.
- Crews continue installing new water meters at a high clip and are also working on meter changeouts, valve maintenance, and hydrant maintenance.
- Water pumped during May of 2025 was 177,587,861 gallons. The amount of water pumped in May of 2024 was 169,137,314 gallons.

13 Month Pumping Report (May 24 - May 25)



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Stormwater and Street Trees:

- Jon Morrow retired on 6/6. Rebecca Springer will start work on Monday 6/16 filling Jon's position. The position is now called the Water Resources Manager.

Energy Services Monthly Report June 2025

Electric:

- Staff is completing the electrical design of the frontage improvements along Umptanum Rd. and Anderson Rd as required by the WinCo Foods project.
- Crews have been busy performing customer driven work.
- Riverline's civil crew has completed duct and vault installations as part of our maintenance program to replace direct buried cable into conduit.
- Staff is working with Ziplly Fiber and Lightcurve to install fiber throughout the city.
- IBEW Contract Negotiations are ongoing.
- Staff completed the draft of the new Pole Contact Agreement and has sent it to the city attorney for review.
- Staff assisted Twin City Foods with their annual shut down for maintenance.
- Tyler C. and Wade Y. participated in the EHS career fair.
- Staff provided two substation tours for new city staff and CWU students.
- Staff has reviewed multiple options from vendors and is moving forward with integration, process mapping, and contracting with OutiFi for a solution to better manage outages and communications.
- Staff is working with the Dolarway Substation steel supplier to resolve warrantee issues related to improper galvanizing of the steel.
- Crews met with Lee Hansen for training on Traffic Signal Controls and will have a follow up training TBD.
- The State Electric Grid Modernization Grant was executed in May 2025.

Gas:

- State Home Electrification and Appliance Rebates (HEAR) Grant close-out is June 30, 2025. All in-house administered client grants are completed. Sub-contractor client grants are wrapping up.
- The State Decarbonization Planning Strategy Grant close-out is June 30, 2025. Two of three milestones are complete.
- Gas crews finished up the annual atmospheric corrosion survey and have started the annual leak survey. Crews are changing out old residential meter sets and painting meter sets. Crews are also performing customer driven work such as new services.
- Crews have been inspecting 3rd party contractors working around gas facilities.
- Design is complete and crews will be replacing the 2-inch main on a portion of Anderson Road with new 2-inch PE as required by the WinCo Foods project.
- Staff is working with consultants on the SR 97/Hwy 10 main extension design.
- Staff is performing annual reviews of the O&M and DIMP program.
- Staff is working on updating the Gas Mainfitter JATC task list.
- Logan G. participated in EHS career fair.

To: City of Ellensburg -Special Announcements and Recognitions:

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