

**City of
Ellensburg
WASHINGTON**
**Utility Advisory Committee Agenda
January 19, 2017 – 3:30 PM
Council Conference Room**



Item	Description	Estimated Completion
I.	Call to Order	3:30 pm
II.	Roll Call	3:35
III.	Approval of Minutes	3:35
IV.	Approval of Consent Agenda*	3:35
	a. Water Street Utility Extension	
V.	Correspondence and Citizen Comments on Non-Agenda Items**	3:40
	a. None	
VI.	Comprehensive Plan Update-Capital Facilities and Utilities Chapter	3:40
VII.	Telecommunications Utility Discussion Items	
	a. Fiber Optic Pilot Project Draft Marketing Plan	4:05
VIII.	Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items	
	a. Electric Vehicle Level 3 Charging Station Grant Application	4:30
	b. 2017 Natural Gas Utility Marketing Plan Adjustment	4:45
	c. Reecer Creek Floodplain Update (verbal report)	4:55
	d. Bull Road Utility Crossing Update	5:05
IX.	Information Only Items <i>(NO DISCUSSION)</i>	
	a. Public Works Issues Update	5:15
	b. Energy Services Issues Update	5:20
X.	Next Meeting: February 16, 2017 @ 3:30 pm in the Council Conference Room	
XI.	Adjournment	5:25 pm

***Guidelines for Consent Agenda**

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

****Guidelines for Citizen Comment**

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

UTILITY ADVISORY COMMITTEE

December 15, 2016 (3:30 p.m. to 4:05 p.m.)

Members Present: Nancy Lillquist, Lee Honeycutt and Pat Nahan

Members Absent: Jill Scheffer, Ed Barry, Jim Goeben and Bob Johnson

Also Present: Ryan Lyyski, Public Works Director; Angela San Filippo, Senior Planner; Rodney Paul, Assistant Public Works Director; and Larry Dunbar, Energy Services Director;

These minutes are not a verbatim transcript of the meeting. This meeting was recorded, and is available for listening or copying at the City of Ellensburg, Energy Services Department, 501 N. Anderson Street, Ellensburg.

- I. **Call to Order.** Chair Lillquist called the meeting to order at 3:30 p.m.
- II. **Roll Call.** Jill Scheffer, Ed Barry, Jim Goeben and Bob Johnson absent.
- III. **Approval of Minutes.** Nancy wanted to clarify question 2C in the November minutes, that consensus was to not require repayment of the connection costs by the customer under the grant. Moved and seconded (Nahan/Honeycutt) to approve the minutes of November 17, 2016 as amended. Motion approved with all in favor.
- IV. **Approval of Consent Agenda.**
 - A. **Twin City Foods Industrial Wastewater Discharge Agreement.**
 - B. **Professional Services Agreement – WWTF Additional CA/Communications/Programming.**

Motion #2016-12-01: *Lee Honeycutt moved the committee approved the consent agenda as presented. Pat Nahan seconded. Motion approved with all in favor.*
- V. **Correspondence and Citizen Comments on Non-Agenda Items.**

None
- VIII. **Electric, Natural Gas, Water, Wastewater, Stormwater Utility Discussion Items.**
 - A. **Airport Well #3 – Change Order Proposal No. 6.** Ryan Lyyski explained the change order received from Culbert Construction and the contract supplement from Golder Associates.

Motion #2016-12-02: *Lee Honeycutt moved the committee forward a favorable recommendation that City Council authorize execution of change order number 6 with Culbert Construction in the approximate amount of \$155,364 and authorize a contract amendment with Golder Associates in the amount of \$4,965. Also recommend City Council authorize the Finance Director to make necessary budget amendments to be included in the 2017 budget. Pat Nahan seconded. Motion approved with all in favor.*

- B. **Decant Building Enclosure.** Ryan explained the project to enclose and heat the existing Decant Building Breezeway for winter. No bids were received, so a contract has been negotiated with Belsaas and Smith Construction for the work.

Motion #2016-12-03: *Lee Honeycutt moved the committee forward a favorable recommendation that City Council execute the contract with Belsaas and Smith Construction for the decant building enclosure in the amount of \$102,163.17 and authorize the Finance Director to make necessary budget amendments. Pat Nahan seconded. Motion approved with all in favor.*

- VI. **Comprehensive Plan Update – Capital Facilities and Utilities Chapter.** Angela San Filippo was present to review goals, policies and programs as discussed last meeting and answer any questions. There was discussion about reorganizing some goals, and Nancy suggested: ensure system reliability and safety; maintain competitive rates; and develop facilities in an environmentally sensitive manner. It was suggested to reorganize the goals and bring back to the committee at the January meeting.
- VII. **Telecommunications Utility Discussion Items.**

None
- IX. **Information Only Items (NO DISCUSSION)**
 - A. **Public Works Issues Update.** Ryan Lyyski reviewed the information provided.
 - B. **Energy Services Issues Update.** Larry Dunbar reviewed the information provided.
- X. **Next Meeting Date.** January 19, 2017 at 3:30 pm.
- XI. **Adjournment.** With no further discussion, the meeting adjourned at 4:05 p.m.

Respectfully submitted,
Beth Leader
Recording Secretary
Drafted: 12/23/2016
Approved:



AGENDA REPORT

DATE: January 17, 2017
TO: Utility Advisory Committee
FROM: Josh Mattson, Asst. City Engineer *JM*
RE: Bid Award – Water Street House Demo and Utility Extension Project

SUMMARY: Bids were opened January 12, 2017 for the Water Street House Demo and Utility Extension Project. The 2017 Water, Sewer, Gas, and Arterial Street budgets contain funding for the house demo and water, sewer, and gas main extension for the city owned property at 113 W. Bender Road. Staff is evaluating bids and will report the results at the UAC meeting.

BACKGROUND: The 113 W. Bender Road property is owned by the City of Ellensburg. The western 40' of the property is within the future northern extension of Water Street. This corridor will be utilized for northern extension of water, sewer, gas, power, and telecommunications utilities. The project will demolish all existing structures on the property and install water, sewer and gas utilities from Bender Road north 600' to the northern property line.

ANALYSIS/FINDINGS: Six bids were opened January 12 for the project. Staff will evaluate the bids against specifications and budget and check for errors. Staff will bring the results of this evaluation to the UAC meeting.

FISCAL IMPACT: The 2017 budget contains the following for this project.

- Schedule "A" – Water Main Improvements - \$100,000.00
- Schedule "B" - Sewer Main Improvements - \$100,000.00
- Schedule "C" – Gas Main Improvements – Funded through Gas Construction Bond
- Schedule "D" – House Demolition and Erosion Control - \$50,000.00

Preliminary review of the bids indicates that the project will be within the allocated budgets for all schedules.

RECOMMENDATION: Staff will bring a report of the bid evaluation to the UAC meeting for committee review.



AGENDA REPORT

DATE: January 19, 2017
TO: Utility Advisory Committee
FROM: Angela San Filippo, Long Ranger Planner AS
RE: City of Ellensburg Comprehensive Plan update – Capital Facilities and Utilities Chapter

SUMMARY: The City of Ellensburg is conducting a periodic update of its Comprehensive Plan, the 20-year plan for future growth and development in our city. As a city in Kittitas County, Ellensburg is required by state law to complete its update by June 30, 2017. The entire comprehensive plan will be reviewed and updated. As part of this review, city staff and city commissions are reviewing the existing goals, policies, and programs in each of the current comprehensive plan chapters. In addition, the Community Development Department is conducting community outreach opportunities and activities to identify the core values of our community and is working with staff, volunteers, and members of the public to translate these values into goals, policies, and programs that will be included in the update of our comprehensive plan.

BACKGROUND: The City of Ellensburg Public Works, Energy Services, and Community Development Departments held three meetings to review the Capital Facilities and Utilities chapter of the current comprehensive plan. The purpose of these meetings was to form recommendations on whether the current Capital Facilities goals, policies, and programs remain relevant and should be kept or whether they should be removed, revised, or reorganized to address our current conditions and direction for the future. This was the first step in the review process, the next step is asking the Utility Advisory Committee to review the recommendations made by city staff and provide their input. The input and recommendations will be fully vetted through our public outreach process. City staff - including Public Works, Energy Services, and Community Development - will remain involved in this process. This type of review and involvement with city commissions and city staff are being conducted for all current Comprehensive Plan chapters. The input from the UAC will be reviewed by staff before being made available for public comment and review.

The recommendations from the staff review were provided at the November 17 Utility Advisory Committee meeting and the UAC provided a recommendation at the December 15, 2016 to reorganize the policies and programs around three key goals: providing safe and reliable services, ensuring affordable services, and developing and maintaining services in an environmentally sensitive manner. Staff took this recommendation and reorganized the Capital Facilities and Utilities chapter (see attached audit table). An additional goal was included based on staff input on

smart city principles (see Goal 4 on the attached audit table). Staff requests that UAC members review the updated audit table and be prepared to share their input and suggestions at the January 19 meeting.

The final draft will be an updated Comprehensive Plan that addresses: Land Use, Housing, Capital Facilities and Utilities, Transportation, Economic Development, Parks and Recreation, Historic Preservation, and the Environment. The final draft Comprehensive Plan will be made available to the UAC prior to final adoption by the City Council. The Planning Commission and City Council recommendation and approval process will take place toward the middle of 2017.

ANALYSIS/FINDINGS: The result of the staff review of the existing Comprehensive Plan goals, policies, and programs resulted in recommended updates to the Capital Facilities and Utilities Chapter in the form of updated goals, policies, and programs. These were provided at the November 17 Utility Advisory Committee meeting. At the December meeting the UAC recommended reorganizing the Capital Facilities and Utilities Chapter. Staff has completed the reorganization and asks that committee members review the updated audit table and be ready to share their input at the January 19, 2017 UAC meeting.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: For information and discussion only, staff requests Commission review the information and be prepared to share input at the January 19, 2017 meeting.

City of Ellensburg 20-year Comprehensive Plan Update –

Chapter 6 Capital Facilities and Utilities and Chapter 11 Essential Public Facilities Audit

GOALS, POLICIES, AND PROGRAMS

Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
N/A - NEW	Goal CFU-1	Ensure that system services are delivered in a safe and reliable manner and are in compliance with regulatory requirements.						
Goal CFU-6, Policy A	Policy A	Ensure that public facilities, utilities, and streets are designed, constructed, and maintained to efficiently and effectively meet the needs of the community and meet applicable state and federal requirements.						
Goal CFU-6, Policy A, Program 1	Program 1	Coordinate major Capital Facilities investments to implement the comprehensive plan.						
Goal CFU-6, Policy A, Program 2	Program 2	Continue to practice co-location of new public and private utility distribution facilities in shared trenches when reasonable and feasible and coordinate construction timing to minimize construction-related disruptions and reduce the cost of utility delivery.						
N/A - NEW	Program 3	Seek co-location opportunities in the UGA and service areas.						
Goal CFU-6, Policy B, Program 2	Program 4	Purchase land as needed for the location of capital and utility facilities.					Combined with new proposed program: Purchase land as necessary for future utility facilities such as substations and well sites.	
N/A - NEW	Program 5	Maintain capital facility renewals and replacements in consideration of rising						

GOALS, POLICIES, AND PROGRAMS

Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
		rates.						
Goal CFU-4, Policy A	Policy B	Provide services concurrently with or in advance of demand.						
Goal CFU-4, Policy A, Program 2	Program 1	If probable funding falls short of meeting existing needs the land use element will be reassessed to ensure that the land use element, capital facilities element, and financing plan within the capital facilities element are coordinated and consistent.						
Goal CFU-4, Policy A, Program 3	Program 2	Continue to collect system development charges for water and sewer services.						
Goal CFU-6, Policy B	Program 3	Any changes to service areas should be based on expansion of the UGA.						
N/A - NEW	Program 4	Purchase or produce commodities such as power, natural gas, and water supply concurrently with or in advance of demand.						
Goal CFU-1, Policy F	Policy 5	In response to future growth, expand the gas utility into the UGA and gas service territory						
Goal CFU-3, Policy A	Policy C	Continue to follow and enforce existing city standards for public facilities and services.						
Goal CFU-3, Policy A, Program 1	Program 1	Continue policy of providing water, sewer, and storm drainage services, with highest priority given to improving services in those areas where it already exists, next highest priority to infilling						

GOALS, POLICIES, AND PROGRAMS

Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
		areas surrounded by utility service, and lowest priority to extension of utilities into un-served areas.						
Goal CFU-5, Policy B, Program 2	Policy D	Allow solid waste collection routes within right of way and roads.						
N/A - NEW	Goal CFU-2	Maintain cost effective rates for providing utility and capital services while ensuring adequate system maintenance.						
Goal CFU-1, Policy D	Policy A	Utilize and/or encourage the use of existing utility systems for new development.						
Goal CFU-1, Policy D, Program 2	Program 1	Encourage and provide City utility services to UGA residents who sign necessary agreements for utility connection.						
Goal CFU-1, Policy D, Program 3	Program 2	Maintain existing utility extension policies, regarding payment for the cost of extensions for water, sewer, and power.						
Goal CFU-1, Policy E	Policy B	In response to future growth, expand the electrical utility into the UGA, drawing from each of the four programs described below.						
Goal CFU-1, Policy E, Program 1	Program 1	Purchase existing assets from other utilities, recognizing that the cost will be incurred by customer/developer.						
Goal CFU-1, Policy E,	Program 2	Upon annexation, wait the required seven-year period and then purchase						

GOALS, POLICIES, AND PROGRAMS								
Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
Program 2		the assets from existing electric providers in the UGA or build new assets.						
Goal CFU-1, Policy E, Program 3	Program 3	Upon request and sufficient power supply, develop agreements with existing electric providers in the UGA for shared assets (wheeling) to serve customers/developers						
Goal CFU-1, Policy E, Program 4	Program 4	Continue to require developers to provide assets within developments.						
Goal CFU-2, Policy A	Policy C	To maintain affordable rates, continue to require annexation to the City, or approval of a utility extension agreement with the City to receive any city water, sewer, or electric service.						
Goal CFU-2, Policy A, Program 1	Program 1	Continue to require a standard outside utility agreement concerning provision of water, sewer and power services.						
Goal CFU-3, Policy A, Program 2	Policy D	Implement low-cost investments, such as conduits, piping, and joint utility extensions when opportunities with possible delayed benefits present themselves that would be unavailable in the future.						
Goal CFU-5, Policy A	Policy E	Emphasize compact growth, including the infill of vacant or undeveloped land to allow for the efficient provision of services.						
Goal CFU-5,	Program	Update facility plans annually within						

GOALS, POLICIES, AND PROGRAMS

Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
Policy A, Program 1	1	projected funding capacities and provide summary of probable funding sources.						
N/A - NEW	Goal CFU-3	Develop facilities and encourage use of services in an environmentally sensitive manner.						
Goal CFU-6, Policy C	Policy A	Promote water and energy efficiency and alternative energy sources.						
Goal CFU-6, Policy C, Program 1	Program 1	Promote the use of solar technology within the community.						
Goal CFU-6, Policy C, Program 2	Program 2	Assist citizens with upgrading energy efficiency in homes and businesses through weatherization and improvements to mechanical and lighting systems.						
Goal CFU-6, Policy C, Program 3	Program 3	Support the use of Energy Star and Green Building practices in new construction.						
N/A - NEW	Program 4	Continue to comply with City water use efficiency standards.						
Goal CFU-6, Policy A, Program 3	Program 5	Continue to support the County's operation of composting and recycling facilities in the City.						
N/A NEW	Goal CFU-4	Support the use of data and technology to meet residents' needs and improve efficiency of services					Goal CFU 4 is intended to address smart city principles that the City currently uses, is actively pursuing, or sees as likely future endeavors.	
N/A NEW	Policy A	Support information and						

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GOALS, POLICIES, AND PROGRAMS

Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
		communication technology that allows city officials to interact directly with the community and the city's infrastructure.						
N/A NEW	Program 1	Support metering technology migration from the City's legacy automatic meter reading (AMR) to advance metering infrastructure (AMI) for electric, natural gas, and water utilities.						
N/A NEW	Program 2	Use information and communication technology to monitor infrastructure and efficiency of services.						
N/A NEW	Policy B	Support communication technology deployments for next generation wireless services, such as the use of City utility poles, streetlight poles, traffic signals, and other City assets for small cell deployment.						
Goal EPF - 1	Goal CFU - 5	Maintain consistent countywide planning policies for siting of essential public facilities.						
Goal EPF-1, Policy A	Policy A	Continue to support and work with the Kittitas County Conference of Governments (COG) to establish a process for siting essential public facilities that are of a countywide or statewide nature as set forth in the countywide planning policies.						
Goal EPF-1, Policy A,	Program 1	Create and maintain an inventory of existing essential public facilities in the						

GOALS, POLICIES, AND PROGRAMS

Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
Program 1		City of Ellensburg and its UGA.						
Goal EPF-1, Policy B	Program 2	Apply the siting process outlined by the Kittitas County Countywide Planning Policies to all essential public facilities identified by the City, the County, regional agreement or by State or federal government when such facilities are proposed within the City or the UGA.						
Goal EPF-1, Policy C	Program 3	Maintain regulations that ensure that essential public facility siting is consistent with all adopted City ordinances and the adopted City comprehensive plan.						
12 Goal EPF-1, Policy D	Program 4	Coordinate with Kittitas County and other public and private entities to establish an "Official map" identifying precise arterial corridors, public parks and open spaces, and other public facility locations for current and future dedication and acquisition.						
Goal CFU-1	N/A	Encourage optimum land utilization	x					Also in Land Use chapter (Goal LU-2)
Goal CFU-2	N/A	Maintain the City of Ellensburg as the predominant center for commercial, financial, governmental, and cultural activities.	x					Also in Land Use chapter (Goal LU-4)
Goal CFU-3	N/A	Ensure that necessary public facilities and services can adequately serve new	x					Covered by new CFU Goal 1, policy A, B, and C

GOALS, POLICIES, AND PROGRAMS

Location in current Comp Plan	Proposed location	Text	Remove	Move	Revise	G/P/Pro	Proposed revisions	Implementation
		development without negatively impacting existing service levels.						
Goal CFU-4	N/A	Facilitate the development of public services concurrently with the growth that is expected to occur in Ellensburg.	x					Covered by new CFU Goal 1, policy B
Goal CFU-5	N/A	Ensure that city owned public facilities and services are high quality, safe, properly maintained and affordable.	x					Covered by new CFU Goal 1 and new CFU Goal 2
Goal CFU-6	N/A	Facilitate the provision of services in a manner that is safe and reliable, environmentally sensitive, and aesthetically compatible with the surrounding land uses and that results in reasonable economic costs.	x					Safety and reliability - new CFU Goal 1, environmentally sensitive - new CFU Goal 3. Aesthetics - new Goal CFU 1, policy C.

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AGENDA REPORT

DATE: January 19, 2017
TO: Utility Advisory Committee
FROM: Larry Dunbar, Energy Services Director
RE: Fiber Optic Pilot Project Draft Marketing Plan

SUMMARY: Staff requests that the Utility Advisory Committee provide guidance on the draft marketing plan for the fiber optic pilot project for businesses, home offices and telecommuters.

BACKGROUND: On December 19, 2016, the City Council authorized staff to proceed with a fiber optic pilot project for businesses, and accepted the Kittitas County 2017 Distressed County Sales & Use Tax Infrastructure Improvement Program Agreement to provide up to \$169,560 of economic development grant funding for fiber optic service connections. City Council also directed staff to involve the Utility Advisory Committee in a marketing plan for the fiber optic pilot project prior to recruiting businesses to apply.

ANALYSIS/FINDINGS: Staff plans to promote the fiber optic pilot project via a paid newspaper advertisement, a direct mailing campaign to businesses that are located near the fiber optic network, email to prior customer inquiries, and email through the Kittitas County Chamber of Commerce to its members. Staff also plans to update the telecommunications utility website to include an online fillable application. As part of the promotion, businesses will be invited to informational meetings.

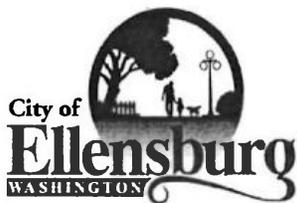
The goals of the pilot project are to: mitigate competitive risks by using the excess capacity in the fiber optic network to provide Internet access services to businesses; utilize the grant funding to avoid capital risks and to connect as many businesses as possible; and to determine the technical support needs that are essential for a high quality Internet access service. Below is a summary of the milestones and anticipated target dates for the pilot project if there is an adequate pool of applicants.

Milestones	Target Dates
1. Promotional efforts to recruit businesses	January 20-31, 2017
2. Deadline to submit applications	February 10, 2017
3. Staff prepares preliminary service connection cost estimates and gains customer commitment to pay in excess of \$5,000	February 15, 2017
4. Utility Advisory Committee confirms participants and authorizes staff to proceed with design and bidding	February 16, 2017
5. Last day applicants may provide service connection payment for their share (if any) or withdraw their application	March 10, 2017
6. Design and bid documents for fiber optic service connections	March 31, 2017
7. Utility Advisory Committee reviews construction contract	May 18, 2017
8. City Council considers construction contract award	June 5, 2017
9. Construction of fiber optic service connections complete	July 28, 2017
10. Internet access services available to participants	August 1, 2017

FISCAL IMPACT: The fiscal impact was previously provided to the Utility Advisory Committee and City Council. The available grant funding may be used over the next 3-year period.

RECOMMENDATION: Staff requests that the Utility Advisory Committee provides guidance on the draft marketing plan and attachments.

14



Now providing
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Local &
Affordable

Internet for your
 business needs

FIBER OPTIC SERVICE CONNECTION APPLICATION

City Contact: Buddy Stanavich
 501 North Anderson Street, Ellensburg, WA 98926
 Business (509) 962-7125 stanavichm@ci.ellensburg.wa.us

Please provide your name, address, and contact information below.

<u>BUSINESS NAME & MAILING ADDRESS</u>	<u>ELLENSBURG SERVICE ADDRESS</u> (if different)	<u>BUSINESS PHONE</u>
<u>APPLICANT NAME</u>	<u>APPLICANT E-MAIL ADDRESS</u>	<u>APPLICANT PHONE</u>

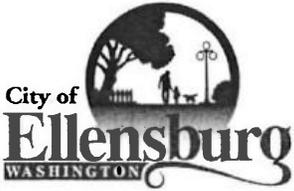
Please complete the following section and sign below.

A	<p>Please check all applicable boxes and provide all requested information:</p> <p>Are you currently a City of Ellensburg utility customer <input type="checkbox"/> No <input type="checkbox"/> Yes, Account Number: _____</p> <p><input type="checkbox"/> I own, or <input type="checkbox"/> I lease the property shown above</p> <p>If you checked the "I lease" box above, <input type="checkbox"/> I have, or <input type="checkbox"/> I have not obtained permission from the property owner to submit this application.</p> <p>How many business tenants are located at the property shown above <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> _____</p> <p><input type="checkbox"/> I have, or <input type="checkbox"/> I do not have a City business license</p> <p>I operate my business from home <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>I telecommute from home <input type="checkbox"/> No <input type="checkbox"/> Yes, Employer Name: _____</p> <p style="padding-left: 100px;">Job Title: _____</p> <p style="padding-left: 100px;">Supervisor Name: _____</p> <p style="padding-left: 100px;">Phone Number: _____</p>
B	<p>Please check a box for the City's Internet access Service Tier you want, and if you want an optional static IP:</p> <p><input type="checkbox"/> Tier 1 \$39.95/month for 300 Mbps <input type="checkbox"/> Tier 2 \$59.99/month for 1,000 Mbps <input type="checkbox"/> Optional static IP \$10.00/month</p>

I read, understand and agree to the attached terms, conditions and charges, and hereby submit this application. Your completed application must be received by the City of Ellensburg Energy Services Department no later than February 10, 2017. The applicant certifies the information provided in the application is complete, true, and correct.

Applicant Signature

Date



FIBER OPTIC SERVICE CONNECTION *Page 2*

Terms, Conditions, Charges

Application Timeline

The City is inviting businesses, home offices, and telecommuters to submit an application for a fiber optic service connection until February 10, 2017. Participation is available on a first-come, first-served basis subject to available funding. Participants will be notified by the end of February 2017. If an Applicant decides to cancel their existing Internet access service, it is the Applicant's responsibility to pay associated cancellation fees, if any. The City anticipates the fiber optic service connections will be designed by the end of March 2017 and should be going out to bid in April 2017, followed by bid award and construction during the summer of 2017. The duration of the below Service Tier charges will be through December 31, 2018, unless the Applicant and the City enter into a separate Telecommunications Service Agreement that could provide up to a 5-year term. The City reserves the right to revise the terms, conditions, and service charges after December 31, 2018. The Applicant or the City may terminate service by giving thirty (30) days advance written notice to the other party of its intention to terminate service. In the event of termination, the Applicant shall not be entitled to reimbursement of any costs and charges already paid to the City, shall allow removal of City owned equipment, and shall not continue to receive services from the City after the termination date.

Internet Access Service Tiers and Charges

Tier 1 Standard business service, up to 300 Mbps upload-download, dynamic IP address, no data cap, only \$39.95 per month.

Tier 2 Standard business service, up to 1,000 Mbps (same as 1 Gbps) upload-download, dynamic IP address, no data cap, only \$59.99 per month.

If requested by the Applicant, static IP addresses are available for an additional \$10.00/month per static IP address under any Service Tier.

The Applicant shall be responsible for paying the monthly charges to the City for the Internet access Service Tier they select. Internet access service charges are billed prior to receiving the service. Your Internet access speeds may vary and are not guaranteed. The Applicant shall not share the WiFi passcode with another party without the City's written permission. The applicant shall not resell the City's Internet access service to another party.

If requested by the Applicant, a custom Internet access service may be available to meet your business needs.

City Service Connection Costs

The City shall be responsible for the cost of constructing the fiber optic service connections for the Applicant, which are funded by the Kittitas County Distressed County Sales & Use Tax Infrastructure Program.

Applicant Service Connection Costs (if any)

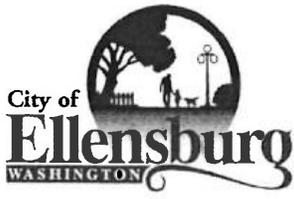
If the cost of constructing a fiber optic service connection for the Applicant exceeds \$5,000, the Applicant will be notified about the additional amount and if the Applicant still wants to participate the Applicant will be required to remit the additional amount to the City no later than March 10, 2017.

Other Applicant Requirements and Costs (if any)

The Applicant shall also be responsible for all costs, if any, of equipment on their side of the City's point of delivery. This may include, but is not limited to firewalls, routers and local area network equipment. The Applicant must provide a physical location (such as a telecommunications closet) to terminate the fiber and connect City owned equipment within their facility. The physical location should have the following characteristics:

- The location should be within 20 feet of an outside wall (ideally it will be on an outside wall, in an existing phone closet that also has sufficient space and air circulation).
- An available electrical outlet for the City's equipment (120 volt alternating current).
- Adequate air quality and circulation (it cannot be an unvented broom closet or a humid washroom).
- The location must be reasonably secure.

The City will bring the fiber optic connection to the Applicant's location and terminate the fiber in a small cabinet provided by the City, or wall mounted per the Applicant's direction. If preferred and if the Applicant has an existing floor mounted relay rack, the fiber may be terminated in the rack, in a location as directed by the Applicant.



FIBER OPTIC SERVICE CONNECTION *Page 3*

Terms, Conditions, Charges

Support and Service Restoration is available during City Business Hours

The City's service includes support and service restoration up to the City's point of delivery during City business hours. For support call 509-925-8647 or by email to support@ci.ellensburg.wa.us. Call 509-962-7124 to report a service outage. City business days are Monday through Friday, from 8am to 5pm, excluding New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and Veterans Day (service restoration only).

Applicant Site Access Requirements

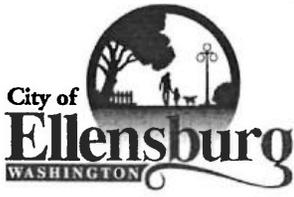
The Applicant does hereby grant unto the City of Ellensburg Energy Services Department, a municipal corporation and to its successors or assigns, the right to install, maintain, remove, and disconnect a telecommunications distribution line, with the necessary appurtenances in connection therewith, on the Applicant's property in the City of Ellensburg, Kittitas County, State of Washington. The Applicant agrees to allow the City to construct telecommunications facilities across the Applicant's property, which may require an easement for property not owned by the Applicant. Applicant agrees to grant to the City of Ellensburg, and its successors and assigns, all rights and easements, ingress and egress, for the installation and maintenance of telecommunications facilities on Applicant's property and for future extensions to provide service to adjoining properties. The Applicant grants the City the right to remove (and replace) or otherwise disturb, lawns, shrubs and other property on the Applicant's premises as reasonably necessary for the purpose of installing an extension hereunder. The Applicant understands that lawns, bushes, flowers, and other landscaping or vegetation may be damaged during installation and maintenance of telecommunications service and will not be replaced by the City.

Disclaimer of Liability

The Applicant and the City shall be responsible for their own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. The City makes no warranty, expressed or implied, about the quality, reliability, and speed of service provided. The Applicant shall defend, indemnify and hold harmless the City of Ellensburg, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the service provided. Liability for interruption of access provided is limited by the terms of ECC 9.110.090, a copy of which is available from the City Clerk or from the City's website.

Connection To The Internet Creates Insecurity

Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of basic security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. The City's ability to provide our services depends in part on the reliability of the Internet and the Northwest Open Access Network, and City services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks and firewalls of Internet users. Applicant must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. The City reserves the right in its sole discretion to restrict, suspend or terminate the Applicant's use of the services or temporarily suspend the Applicant's services without notice, if the use of the services by the Applicant or anyone using it is unlawful or interferes with the functioning or use of the City's network. The terms and conditions are governed by and subject to the laws of the State of Washington. Any lawsuit regarding the terms and conditions must be brought in Kittitas County Superior Court of the state of Washington or federal District Court for the Eastern District of Washington. If any portion of the terms and conditions are declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the terms and conditions.



Energy Services Department

501 North Anderson Street
Ellensburg, WA 98926
(509) 962-7124 Fax (509) 925-8662
www.ci.ellensburg.wa.us

January 20, 2017

Larry Dunbar
Director
962-7226

Beth Leader
Operations Analyst
962-7124

Shan Rowbotham
Power & Gas Manager
962-7251

Richard French
Light Operations Supervisor
962-7219

Paul Meyer
Senior Electrical Engineer
962-7223

Darren Larsen
Gas Engineering & Operations
Manager
962-7227

Ben Faubion
Information Technology &
Telecommunications Manager
925-8612

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Service installation begins after August 1, 2017

Want more information. We are hosting two informational gatherings which you are invited to attend

Thursday, January 26, 2017 OR Tuesday, January 31, 2017
1:00 – 2:00 PM OR 6:00 – 7:00 PM
Council Chambers at City Hall
501 N. Anderson Street

You may also give us a call at (509) 925-8612.

Learn more and make application at:
<https://ci.ellensburg.wa.us/internet>

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AGENDA REPORT

DATE: January 19, 2017
TO: Utility Advisory Committee
FROM: Larry Dunbar, Energy Services Director 
RE: Electric Vehicle Level 3 Charging Station Grant Application

SUMMARY: Staff requests that the Utility Advisory Committee provide guidance on participation in a grant application with the Electric Vehicle Infrastructure Transportation Alliance (EVITA) for level 3 electric vehicle charging stations.

BACKGROUND: The Washington State Department of Transportation (WSDOT) is developing a new pilot program to strengthen and expand the West Coast Electric Highway network. The legislature provided \$1 million in funding to encourage private investment in electric vehicle (EV) fast charging along highway corridors. The notice of funding announcement is expected to be released in the near future. A level 3 charging station reduces electric vehicle charging time for an 80-percent charge to less than an hour. The City's charging station at 3rd and Main streets are level 2, and the Ellensburg Holiday Inn Express has level 3 charging stations that are only compatible with Tesla electric vehicles.

EVITA was formed in preparation for the WSDOT grant and future grant opportunities. EVITA currently includes the Benton County Public Utility District, Franklin County Public Utility District, and the City of Richland. Other electric utilities that may join AVITA include Energy Northwest, the Benton Rural Electric Association and the Kittitas County Public Utility District. Based on a staff request, EVITA should be offering the City participation in an Interlocal Cooperative Agreement and participation in the WSDOT grant opportunity.

ANALYSIS/FINDINGS: EVITA plans to submit a grant application to WSDOT and should be releasing a request for proposals for procurement of level 3 electric vehicle charging stations, which is anticipated to be published in January to ensure costs will be available and included in their grant application. The City's likelihood of obtaining grants will be significantly enhanced if we participate in EVITA.

If a grant award is offered to the City, staff will return to the Utility Advisory Committee and City Council for acceptance.

FISCAL IMPACT: The fiscal impact would be shared with the Utility Advisory Committee and City Council if a grant award is offered, the minimum WSDOT grant match is 50%

RECOMMENDATION: Staff requests that the Utility Advisory Committee provides guidance on participation in a grant application with EVITA for a level 3 electric vehicle charging station:

1. Authorizing the City Manager to accept an Interlocal Cooperative Agreement with other electric utilities. A copy of the current agreement is attached, which staff anticipates would be substantially similar when offered to the City.
2. Submission of a grant application to WSDOT with EVITA for level 3 electric vehicle charging stations.
3. Authorizing the Mayor to provide a letter of support for the WSDOT grant application.
4. Adopting a resolution that would exclude electric utility customer charges and demand charges for level 3 electric vehicle charging stations under the WSDOT grant for 5 years. A copy of a draft resolution is attached for more information.

REC'D B. PUD

AUG 19 2016

FILED

2016-021288 AGR
07/21/2016 03:05:07 PM Pages: 9 Fee: \$81.00
Benton PUD
Benton County, Benton County Auditor's Office



RETURN TO:
Benton PUD
PO Box 6270
Kennewick, WA 99336

BENTON PUD CONTRACT # 16-21-23
CITY OF RICHLAND CONTRACT #125-6
FRANKLIN PUD CONTRACT #8953

**INTERLOCAL COOPERATIVE AGREEMENT FOR INSTALLATION OF ELECTRIC
VEHICLE CHARGING STATIONS
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, PUBLIC
UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON, AND THE CITY OF
RICHLAND, WASHINGTON**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Agreement", entered into this 19th day of April, 2016; PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, a municipal corporation of the State of Washington; hereinafter referred to as "Benton", PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON; a municipal corporation of the State of Washington, hereinafter referred to as "Franklin", and the CITY OF RICHLAND, a municipal corporation of the State of Washington, hereinafter referred to as "City", collectively referred to as "Parties" and individually as "Party" enter into the following agreement:

I. RECITALS

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with

20

other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; AND

WHEREAS, the Mid-Columbia Energy Initiative (MCEI) was formed through the Tri-City Development Council (TRIDEC) with a mission to focus on economic development that capitalizes on local infrastructure, resources, and expertise in the energy sector, while retaining and recruiting businesses and jobs that promote solutions to current and future energy challenges; AND

WHEREAS, MCEI is working towards bringing about the realization that the Tri-City region is primed to become the nation's recognized leader in solving energy challenges; AND

WHEREAS, Sustainability and minimizing your carbon footprint have become common objectives for many individuals and businesses, particularly the next generation of energy consumers; AND

WHEREAS, Electric vehicles are a key component to the carbon reduction objectives being promoted by federal and state legislators; AND

WHEREAS, There are now over two dozen all-electric and plug-in hybrid electric vehicle models currently in the market from various manufacturers and at least two dozen additional models that are slated to be available in the near future; AND

WHEREAS, Electric vehicles may represent an opportunity for utilities to preserve or even grow revenues in an era when most are experiencing small or declining load-growth rates; AND

WHEREAS, TRIDEC is the lead economic development organization for Benton and Franklin counties; AND

WHEREAS, Installation of a network of electric vehicle charging stations throughout the Tri-Cities area may contribute to economic development by attracting business travelers and tourists from metropolitan areas in the state with a high concentration of electric vehicles and by increasing the sustainability label of the area; AND

WHEREAS, Collaboration by Benton, Franklin, and the City through participation in MCEI to install electric vehicle charging stations will provide an opportunity for sharing technical, administrative and marketing services and for demonstrating unity and commitment to making tangible investments in energy infrastructure supportive of the MCEI mission and vision for the Tri-Cities area.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

II. AGREEMENT

1. **Interlocal Cooperation.** RCW Chapter 39.34 (the Interlocal Cooperation Act hereafter referred to as the "Act") authorizes public entities to jointly exercise those powers which have been granted by statute to each party individually. The Parties have entered into this Agreement to provide for the coordinated and cooperative installation of electric vehicle charging stations. Nothing contained in this Agreement shall be deemed to allow any Party to exercise any powers which it has not been granted by law. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
2. **Purpose.** The purpose of this Agreement is to establish a framework within which the Parties will work to develop plans and promote the installation of an electric vehicle charging network throughout the Tri-Cities area and within the service areas of the respective Parties. Collaboration between the Parties will be facilitated through membership and active participation in the MCEI. TRIDEC staff, resources and facilities are available to support collaboration of the Parties and other community partners, recruitment of area businesses and sites for hosting electric vehicle charging stations and for marketing and branding efforts associated with this Agreement.
3. **Responsibilities of Parties.** Each Party agrees to:
 - a. Identify a primary and secondary point of contact for the administration of this Agreement.
 - b. Identify a lead and alternate representative to the MCEI committee and to commit to regular and active participation in meetings and work efforts necessary to achieve mutually beneficial outcomes associated with this Agreement.
 - c. Engage their respective governing bodies and staff members in efforts supportive of the purpose of this Agreement.
 - d. Coordinate charging station site selection with other Parties to ensure an overall strategic deployment of facilities and equipment and to provide opportunities for sharing technical and administrative resources to the mutual benefit of the Parties.
 - e. Work with the other Parties and TRIDEC staff to develop a common marketing

brand for the electric vehicle charging stations that will support economic development efforts and the mission and vision of the MCEI.

4. Cooperative Purchasing.

- a. The Parties, in negotiating for the purchase of goods and services associated with electric vehicle charging stations, agree to extend the privileges of said negotiation to the other Parties to the extent permitted by law, and agreed upon by the Parties hereto, and the vendors.
- b. Each party accepts responsibility for compliance with all bid laws and any additional or varying laws and regulations governing its purchases. Purchases by a Party or Parties against the bid awards of another shall be affected by a purchase order directed to the vendor who contracted to furnish goods or services through the bid process.
- c. The contracting Party accepts no responsibility for the performance of any purchasing contract by the vendor for another Party, and accepts no responsibility for the payment of any purchases by the other Party(ies).
- d. The individual Parties may contract independently for the purchase of electric vehicle charging station equipment, with notice to the other Parties.
- e. The terms and conditions of this section shall remain in force until canceled by an individual Party, which cancellation may be effected with notice to the other Parties.
- f. The Parties agree to add the following language, or similar language, to solicitations for goods and services associated with electric vehicle charging stations.
 - i. *It is also the intent of this document to make available to other local government entities of the State of Washington, by mutual agreement with the successful bidder and properly authorized inter-local purchasing agreements as provided for by R.C.W. 39.34, the right to purchase the same equipment, product or service at the prices quoted and for the period of the contract. Each bidder shall indicate on the Proposal form if they will honor political subdivision orders in accordance with contract terms and conditions, in addition to orders from the _____. The _____ does not accept any responsibility for purchase orders issued by other public agencies.*

5. **Allocation of Costs.** The Parties shall be responsible for their own costs associated with administering this Agreement and shall retain ownership of the equipment and facilities associated with electric vehicle charging stations in their respective service areas unless agreed to otherwise.
6. **Administration.** This Agreement shall not require formation of any new governance entity. The Agreement will be jointly administered by the Parties pursuant to RCW 39.34.030(4). Coordination of the activities and meetings associated with this Agreement shall be facilitated through the Parties active participation in the MCEI.
7. **Exchange of Information/Confidentiality.** The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent the Parties have access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers, a Party shall not exchange that information if it would become a public record subject to disclosure. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information. This section shall remain in effect beyond the termination of this Agreement.
8. **Allocation of Liability/Indemnification.** The Parties agree that:
 - a. Each of the Parties to this Agreement shall be solely responsible for the acts or omissions of its employees, agents and contractors.
 - b. Subject to the provisions of Section 4 c., each of the Party(ies) to this Agreement shall indemnify and hold the other Party harmless from liability, obligation or claims arising solely from the negligent actions or omissions of the indemnifying Party, to the extent permitted by law. In the event the liability, obligation or claim arises from the joint action or inaction of the Parties, then each Party shall be responsible to the extent that its negligent action or inaction contributed to the liability, obligation or claim.
 - c. Each of the Parties to this Agreement shall indemnify and hold the other Party(ies) harmless from any environmental claims and liabilities that derive from transport, installation, maintenance, use, ownership or decommissioning of the Parties' separate equipment and facilities, and will also indemnify each other for any such claims deriving from the Parties' individual transport, installation, maintenance, use, or decommissioning of Shared Property, to the extent otherwise allowed by law. The Parties shall defend and share equally in environmental claims or liability deriving from Shared Property for which neither Party has greater responsibility.

d. This section shall remain in effect beyond the termination of this Agreement.

9. **Non-Delegation/Non-assignment.** No Party may delegate the performance of any contractual obligation to a third Party unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Parties.
10. **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
11. **Term and Termination.** This Agreement shall commence on the date it is signed by the Parties and end on the fifth anniversary date of the Agreement. The parties may by mutual agreement extend the term of this Agreement in one year installments. Any Party may withdraw from this Agreement with ninety (90) days written notice to the non-withdrawing Parties. Any liability or obligation incurred by the withdrawing Party prior to the date of withdrawal and not satisfied prior to the date of withdrawal shall remain in the obligation or liability of the withdrawing Party and must be satisfied within thirty (30) days from the date of withdrawal.
12. **Compliance with Law.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
13. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
14. **Dispute Resolution/Venue.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level.
15. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
16. **Notices.** All notices required by this Agreement shall be considered given when delivered in person, by confirmed facsimile, or sent by first class U.S. mail, postage prepaid, duly placed in the U.S. mail, or by overnight delivery service, directed to the

attention of the following:

Benton:

Chad Bartram
General Manager

Franklin:

Tim Nies
General Manager

City:

Robert Hammond
Energy Services Director

- 17. **Evidence of Authority.** This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the others with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (Benton), Exhibit B (Franklin) and Exhibit C (City). A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: Chad Bartram

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

attention of the following:

Benton:

Chad Bartram
General Manager

Franklin:

Tim Nies
General Manager

City:

Robert Hammond
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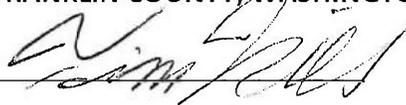
**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: 

Title: General Manager

Date: May 31, 2016

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

attention of the following:

Benton:

Chad Bartram
General Manager

Franklin:

Tim Nies
General Manager

City:

Robert Hammond
Energy Services Director

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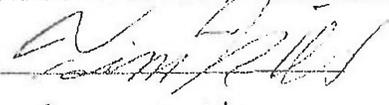
**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: 

Title: General Manager

Date: May 31, 2016

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

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Chad Bartram
General Manager

Franklin:
Tim Nies
General Manager

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**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

CITY OF RICHLAND, WASHINGTON

By: C. Reents
Cynthia D. Reents, ICMA-CM *hick*

Title: City Manager

Date: 6/8/16

DRAFT

RESOLUTION NO. _____

January 24, 2017

**A RESOLUTION OF THE COMMISSION OF
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY
APPROVING A PILOT ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE SCHEDULE**

WHEREAS, A significant number of industry stakeholders are urging electric utilities to support the buildout of electric vehicle infrastructure to aid the development of the electric vehicle industry which in turn will decarbonize the transportation sector, promote energy independence, and increase electric retail sales resulting in a net benefit to all ratepayers; AND

WHEREAS, Benton PUD (the District) has established electric vehicles (EVs) as a key opportunity and challenge in the District's operating environment related to the electric industry and regional power markets as part of its Strategic Plan; AND

WHEREAS, The Mid-Columbia Energy Initiative (MCEI) was formed through the Tri-City Economic Development Council (TRIDEC) with a mission to focus on economic development that capitalizes on local infrastructure, resources, and expertise in the energy sector, while retaining and recruiting businesses and jobs that promote solutions to current and future energy challenges; AND

WHEREAS, With sponsorship from MCEI, the District, Franklin PUD, the City of Richland, Energy Northwest and Benton REA have formed a consortium of public agencies called the Electric Vehicle Infrastructure Transportation Alliance (EVITA) to advocate for sustainable electric transportation infrastructure and take action to promote public/private partnerships for the development of EV charging stations within the Tri-Cities and surrounding area; AND

WHEREAS, The District has entered into an Interlocal Cooperative Agreement for the Installation of Electric Vehicle Charging Stations between the District, Franklin PUD, the City of Richland, and Energy Northwest; AND

WHEREAS, The Washington State Department of Transportation (WSDOT) developed a pilot program to support the deployment of electric vehicle infrastructure that is supported by both public and private financing for projects that provide benefit to the public through development, demonstration and deployment of clean energy technologies to reduce harmful air emissions or otherwise increase energy independence for the state; AND

WHEREAS, WSDOT identified Interstate 82 and U.S. Highway 395 as priority corridors for the pilot program; AND

WHEREAS, EVITA plans to submit a grant proposal for consideration for the WSDOT pilot program; AND

Resolution XXXX
January 24, 2017

30

DRAFT

WHEREAS, EVs are a key component to the carbon reduction objectives being promoted by federal and state legislators; AND

WHEREAS, The transportation sector in Washington State contributes the majority of carbon emissions relative to the state's overall carbon emissions footprint; AND

WHEREAS, The District's most recent Fuel Mix Disclosure Report published by the Washington State Department of Commerce shows current resources used to meet its retail load requirements are 90% carbon-free; AND

WHEREAS, The District currently is a qualifying utility under the Energy Independence Act, which requires the District to purchase renewable energy or renewable energy credits (RECs) that it does not otherwise need; AND

WHEREAS, The District intends to pursue an amendment to the EIA that will enable investments in EV infrastructure to qualify under the EIA allowing the District to invest in the local community in lieu of RECs; AND

WHEREAS, EVs represent an opportunity for utilities to preserve or even grow loads and revenues in an era when most are experiencing small or declining load-growth rates; AND

WHEREAS, EVs can benefit all ratepayers by spreading fixed costs over a larger energy sales base; AND

WHEREAS, Installation of a network of EV charging stations throughout the Tri-Cities area may contribute to economic development by attracting business travelers and tourists from metropolitan areas in the state with a high concentration of EVs and by improving the "sustainability" label of the area; AND

WHEREAS, Staff proposes that a separate rate schedule be approved for an EV infrastructure pilot program related to federal, state, or industry EV grant programs. During the five-year pilot period, the District will collect and analyze data to better understand the benefits and impacts of charging stations on the District's system. Staff believes the potential long-term benefits of EVs relative to all District ratepayers and the local community justifies the District's investment in EV infrastructure and pilot program rate structure. Staff also believes that the cost to serve is difficult to determine for this pilot program, and that the data from this pilot program will be informative if the District eventually establishes rates and charges more broadly for charging stations. Similar to other utilities, staff believes that establishing a per kilowatt hour charge equal to the small general service rate, without a demand charge or daily system charge (monthly base charge), is necessary to garner private investment in the pilot program.

DRAFT

NOW THEREFORE BE IT RESOLVED that the Commission hereby approves a new Pilot Electric Vehicle Public Charging Station Rate Schedule related to federal, state or industry EV grant programs as shown in Appendix A.

BE IT FURTHER RESOLVED that the General Manager is directed to inform the Commission about EV grant opportunities that the District intends to pursue that may qualify for the Pilot Electric Vehicle Public Charging Station Rate Schedule.

APPROVED AND ADOPTED by the Commission of Public Utility District No. 1 of Benton County, Washington at an open public meeting as required by law this 24th day of January 2017.

Barry Bush, President

ATTEST:

Lori Kay-Sanders, Secretary

SCHEDULE XX
PILOT ELECTRIC VEHICLE PUBLIC CHARGING STATION SERVICE

AVAILABLE: In all territories served by the District.

APPLICABLE: To public electric vehicle charging stations related to federal, state or industry EV grant programs.

CHARACTER OF SERVICE: 60 hertz alternating current of such phase and voltage as the District may have available.

RATE:

Daily System Charge

Single-phase: \$0.00 per day

Multi-phase: \$0.00 per day

Monthly Energy Charge

\$0.0644 per kWh

MINIMUM MONTHLY BILL: Shall be based on kWh sold.

DELIVERY POINT: The above rates are based upon the supply of service to the entire premises through a single delivery point and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.



AGENDA REPORT

DATE: January 19, 2017
TO: Utility Advisory Committee
THRU: Larry Dunbar, Director of Energy Services
FROM: Jeremiah Pappé, Gas Engineer
Heather Forgey, Gas Engineering Specialist
RE: 2017 Natural Gas Utility Marking Plan Adjustment

SUMMARY: Staff has reviewed the current natural gas utility rebates offered for new construction, and fuel switching rebates offered residential and commercial customers. Staff plans to make a few minor adjustments to 2017 natural gas rebates to encourage an increase of customers choosing to fuel switch and upgrade appliances.

BACKGROUND: In 2013, City Council amended ordinances to require installation of natural gas utility infrastructure in new developments. On January 21, 2014, City Council approved a 3-year professional services agreement with Green-Rubino to prepare and implement a natural gas utility marketing plan. On July 21, 2014, City Council authorized staff to proceed with the natural gas utility marketing plan including offering rebate incentives for installing fuel efficient natural gas appliances in new residential construction as well as fuel switching appliances in existing homes. Electric utility and natural gas utility funds used to provide natural gas rebates. On August 15, 2016, City Council authorized the continuation of the natural gas marking plan as part of its Tier 2 power supply decision.

ANALYSIS/FINDINGS: The rebates for 2016 saw a 28.5% increase over 2015 in the number of submitted applications. After reviewing the rebates over the previous years, Staff has also determined the following:

- There were no rebate applications from developers/contractors who prior to 2014 were not installing natural gas for new residential construction after the inception of the natural gas utility marking plan. Staff believes that these developers/contractors will never choose to install natural gas appliances.
- Developers/contractors who have chosen to install natural gas prior to the rebate program are still and will likely continue to install natural gas appliances in their new construction homes.
- In the 2017 Budget, \$100,000 is available in the gas fund and \$25,000 is available in the electric fund for a total of \$125,000 funding conservation rebates.

Beginning on March 1, 2017, the natural gas rebates will be comprised of the following;

- For new residential construction, rebates will only apply to a single appliance per family dwelling unit. The previous program incorporated rebates for multiple appliances per family dwelling unit.
- For new residential construction, the rebate amount for a water heating tank appliance will increase from \$400.00 to \$600.00.
- For new residential construction, the rebate for a fireplace or stove in an electric heated home will increase from \$600.00 to \$800.00.
- For commercial customers, a gas rooftop furnace option with a minimum EF of 0.80 for fuel switching or upgrading was added as a qualified appliance.

There is no change to current rebate amounts established in 2016 for fuel switching and upgrading appliances for residential and commercial customers. All other 2016 rebate program requirements will remain the same.

On or before February 1, 2017, notification of the changes will be given to the developers/contractors and to the general public.

FISCAL IMPACT: The cost for the 2017 rebate program was included in the 2017/2018 biennial budget.

RECOMMENDATION: For information only, no action required.



AGENDA REPORT

DATE: January 19, 2017
TO: Utility Advisory Committee
THRU: Ryan Lyyski, Public Works Director *RL*
FROM: Derek Mayo, City Engineer *DKM*
RE: **Bull Road Utility Extension Design Update**

SUMMARY: Mid-2016, staff contracted with RH2 Engineering, Inc. for phase one of the professional engineering design services for the preliminary design of the Bull Road Utilities Extension. The preliminary design will be for the extension or looping of the utility mains (water, sewer, natural gas, and electrical) on Berry Road from their current ending location midway between Canyon Road and Bull Road on Berry Road, east to Bull Road, and then north on Bull Road, under I-90 to Umptanum Road and the connection to the ends of the existing utilities at this location. Staff is now before the Utility Advisory Committee to discuss the different construction options available for the utilities crossing of Interstate 90.

BACKGROUND: This phase one contract includes a topographic survey, significant geotechnical investigations in the vicinity of I-90, environmental reporting, coordination and permitting with WSDOT for the crossing under I-90, alternatives analysis and recommendations for methods to construct the utilities crossing underneath I-90 (boring, pipe ramming, directional drilling, etc.), and a preliminary design. A final design contract (phase 2) will be completed upon completion of this agreement and when a method has been determined for the I-90 crossing.

ANALYSIS/FINDINGS: RH2 Consulting has completed the topographic survey and preliminary utility layout for the project. Cultural resource, geotechnical, and environmental investigations have been completed and the respective reports for each are in the final stages. RH2 and city staff have evaluated the following options for the utilities crossing of I-90:

- Trenchless Construction w/gravity sewer main
- Trenchless Construction w/sewer lift station
- Through Tunnel – Closing all or portions of the existing agricultural access tunnel
- Sawcut Tunnel Floor

FISCAL IMPACT: No fiscal impact at this time. Design options to be discussed have different risks and costs associated with each that will have a varied impact at time of construction.

RECOMMENDATION: For information only, no action required.



CITY OF ELLENSBURG

OPTION A
TRENCHLESS CONSTRUCTION GRAVITY
BULL ROAD UTILITY EXTENSION



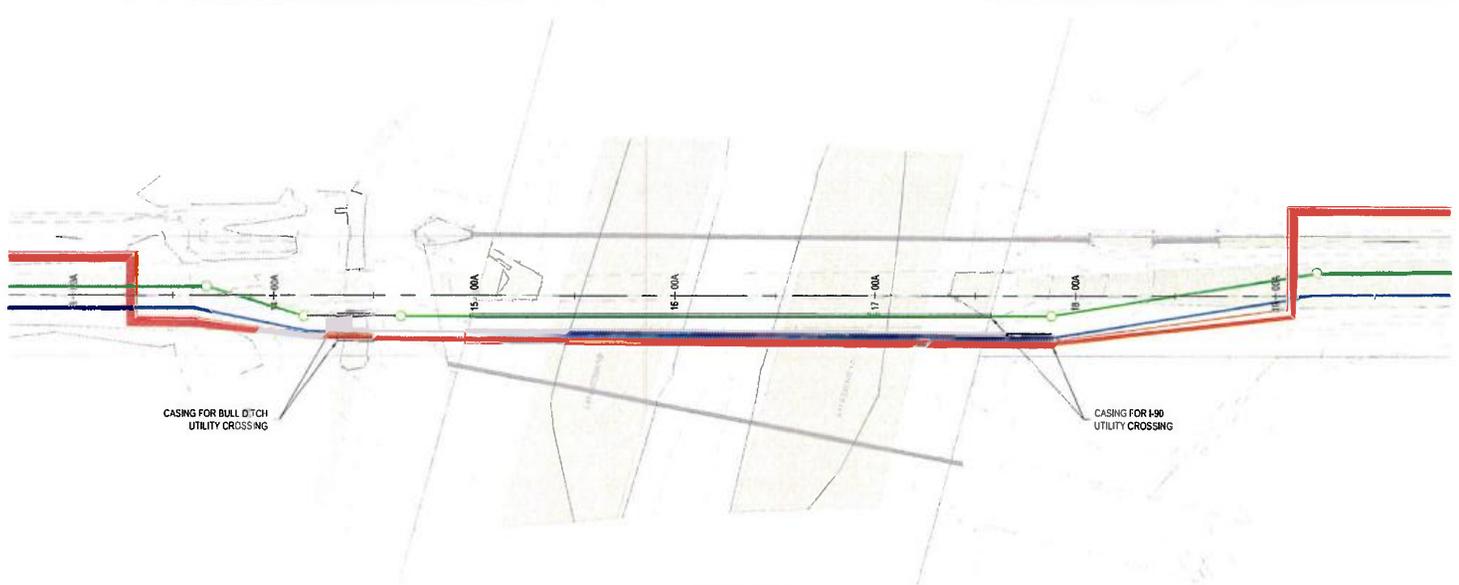
RH2 ENGINEERING, INC.
www.rh2.com 509.928.2122
8001 Westbourne, WA
98941-3800 (509) 928-2122

SCALE: N/A
DARRIN G. GAY, SCHEMATIC DESIGNER
DARRIN G. GAY

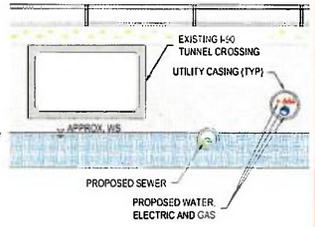
LAST UPDATED: 10/10/2016

GENERAL NOTES

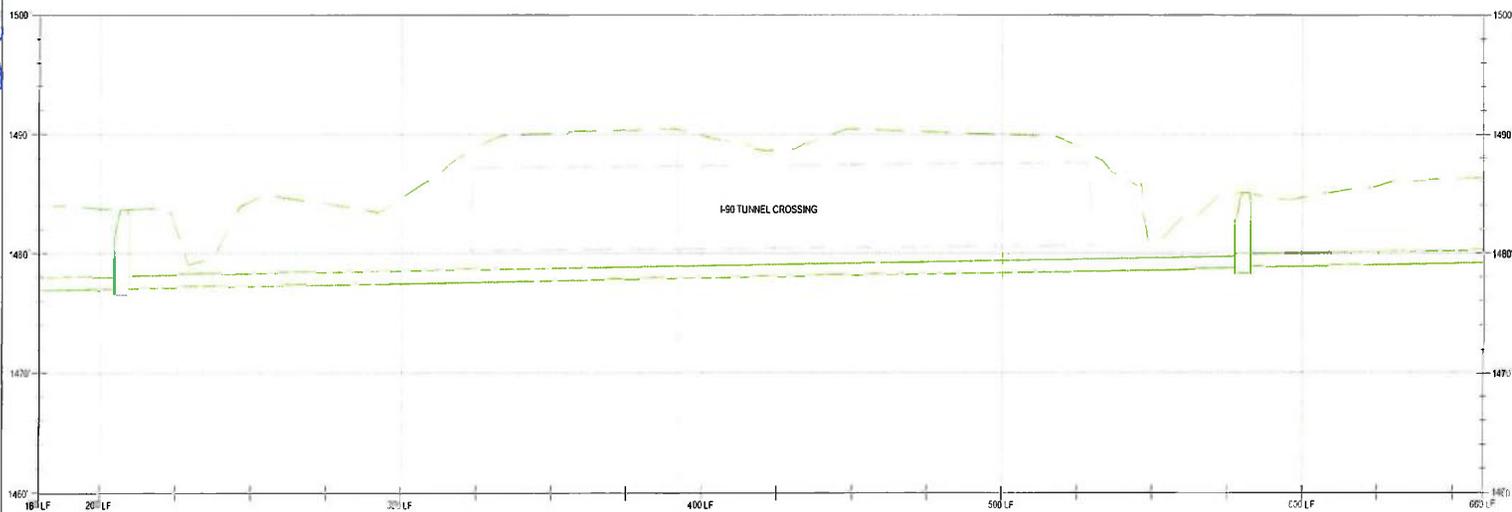
- 1) EXISTING UTILITIES HAVE NOT BEEN POTHOLED TO IDENTIFY LOCATION, MATERIAL, SIZE OR GEOMETRY.
- 2) PROPOSED UTILITY LOCATIONS ARE SCHEMATIC.



PLAN VIEW
1" = 30'



18



I-90 OPTIONS - BORING SEWER ALIGNMENT PROFILE
H: 1" = 20', V: 1" = 5'

VICINITY MAP





CITY OF ELLENSBURG

OPTION B
TRENCHLESS CONSTRUCTION LIFT STATION
BULL ROAD UTILITY EXTENSION



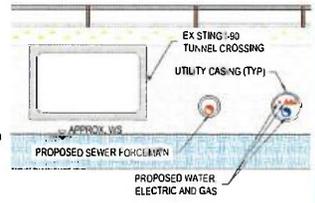
RH2 ENGINEERING, INC.
177 W. MAIN ST., SUITE 200
ELLENSBURG, WA 98926

SCALE SHOWN

LAST UPDATED: 10/21/2018
J. J. J. 218-204

GENERAL NOTES

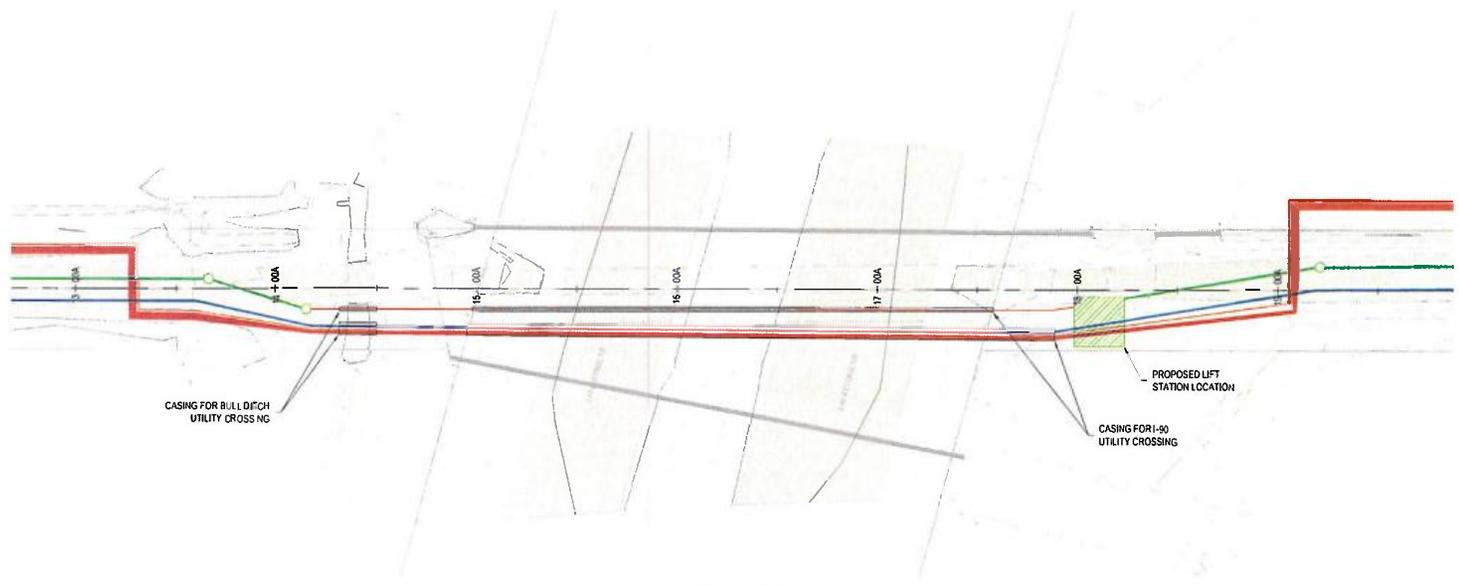
- EXISTING UTILITIES HAVE NOT BEEN POTHOLED TO IDENTIFY LOCATION, MATERIAL, SIZE OR GEOMETRY.
- PROPOSED UTILITY LOCATIONS ARE SCHEMATIC.



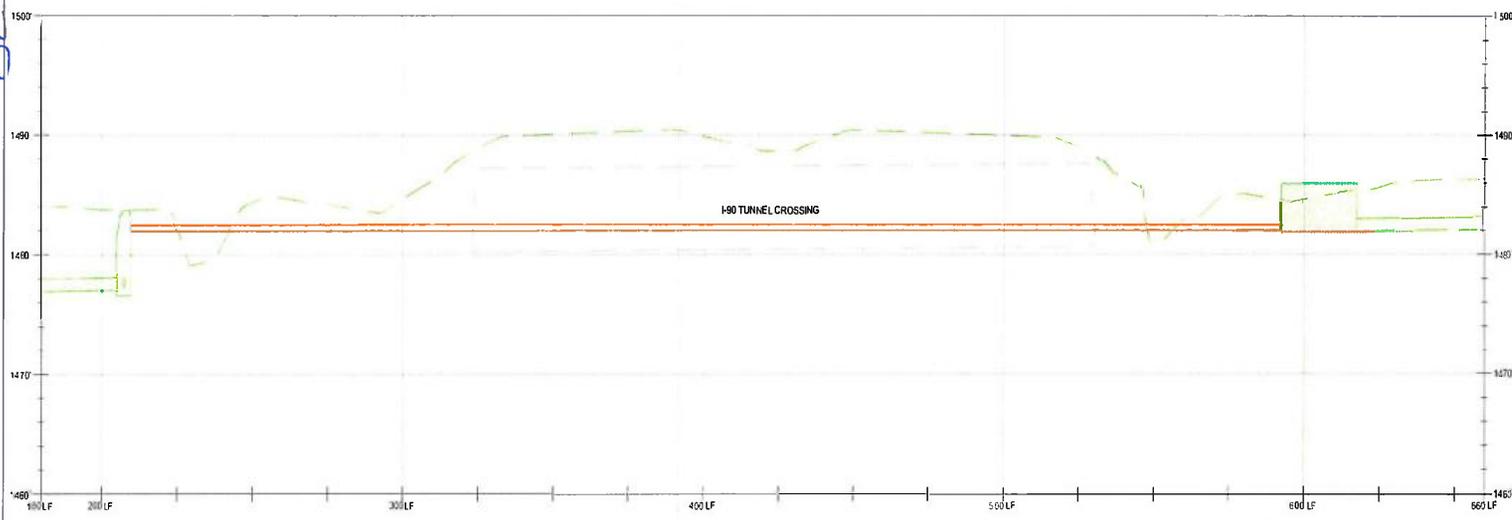
VICINITY MAP



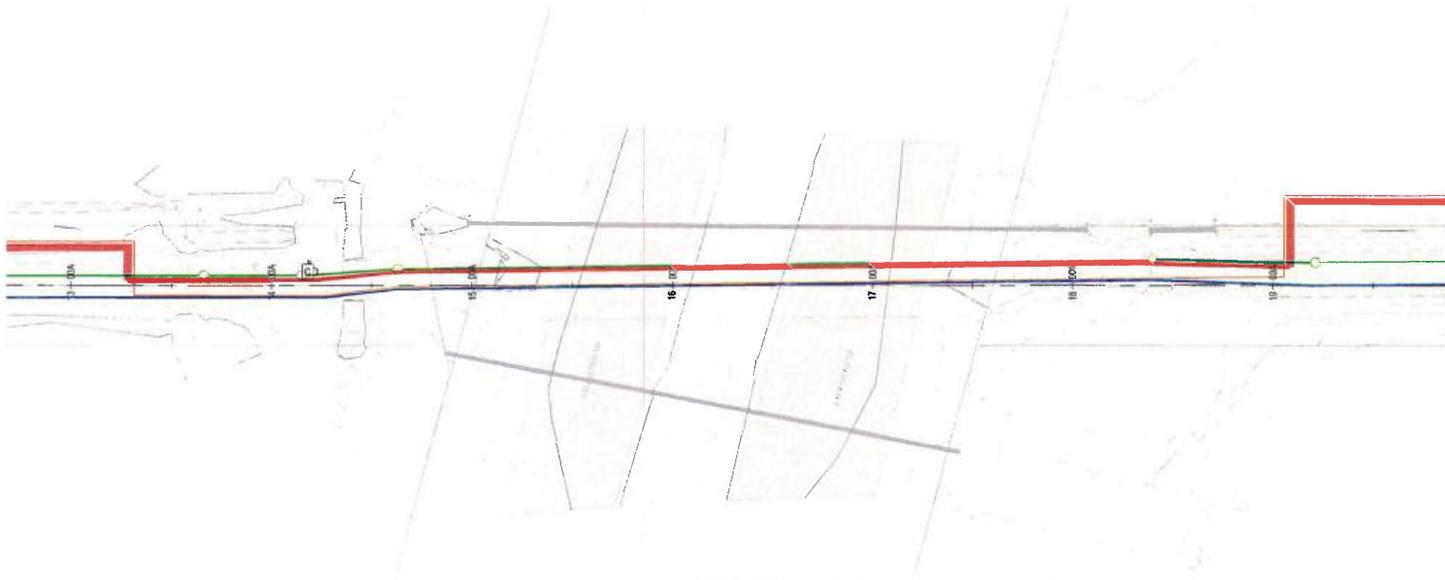
PLAN VIEW
1" = 30'



I-90 OPTIONS - BORING SEWER ALIGNMENT PROFILE
H: 1" = 20', V: 1" = 5'

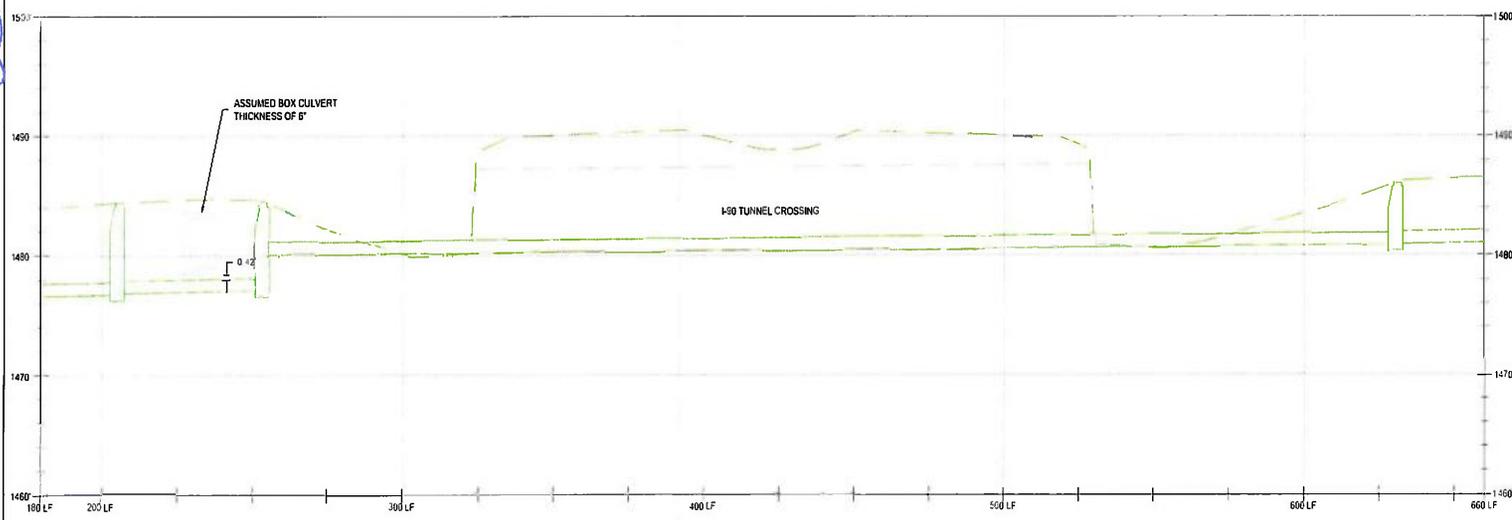


38



PLAN VIEW
1" = 30'

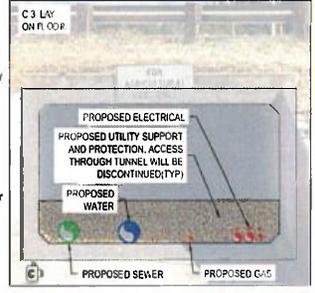
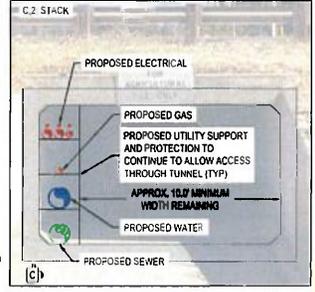
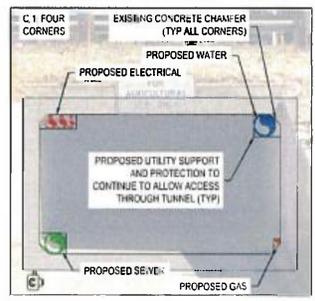
NOTE: OPTION C 1 FOUR CORNERS SHOWN ON PLAN VIEW



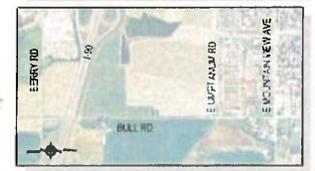
I-90 OPTIONS - THROUGH TUNNEL SEWER ALIGNMENT PROFILE
H: 1" = 20', V: 1" = 5'

GENERAL NOTES

- EXISTING UTILITIES HAVE NOT BEEN POTHOLED TO IDENTIFY LOCATION, MATERIAL, SIZE OR GEOMETRY.
- PROPOSED UTILITY LOCATIONS ARE SCHEMATIC.



VICINITY MAP



CITY OF ELLENSBURG

OPTION C
THROUGH TUNNEL
BULL ROAD UTILITY EXTENSION



RH2 ENGINEERING, INC.
1000 W. 10th St.
PO BOX 1000
ELLENSBURG, WA 98926

SCALE SHOWN

DRAWING OF A R/S SCAFFERMAN
DATE: 04/25/2018
LAST UPDATED: 10/21/2018
J. GARDNER: JGARDNER@rh2eng.com



CITY OF ELLENSBURG

OPTION D
SAWCUT TUNNEL FLOOR
BULL ROAD UTILITY EXTENSION



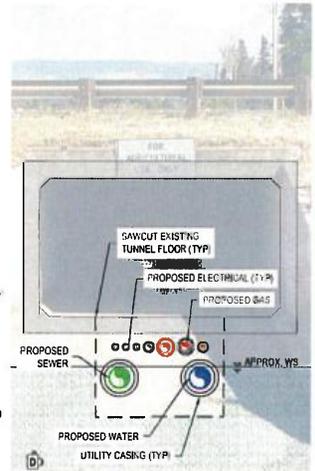
RH2 CONSULTING ENGINEERS, INC.
1111 17th Ave S, Ellensburg, WA 98920
PH: 509.223.4444 FAX: 509.223.4445
WWW.RH2CONSULTING.COM

SCALE SHOWN

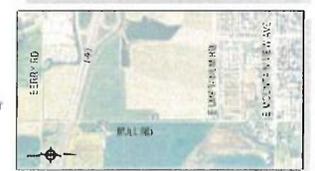
DATE PLOTTED: 10/26/2016
DRAWING NO.: 16-04-001-000-1111-001

GENERAL NOTES

- 1) EXISTING UTILITIES HAVE NOT BEEN POTHOLED TO IDENTIFY LOCATION, MATERIAL, SIZE OR GEOMETRY.
- 2) PROPOSED UTILITY LOCATIONS ARE SCHEMATIC.

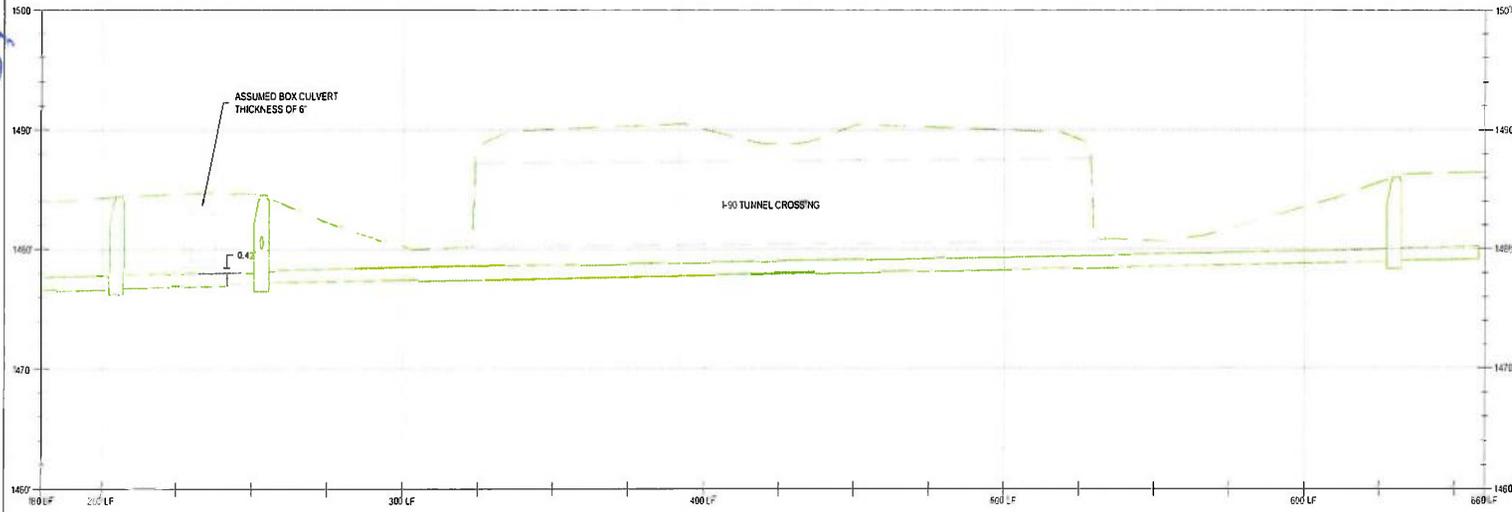


VICINITY MAP



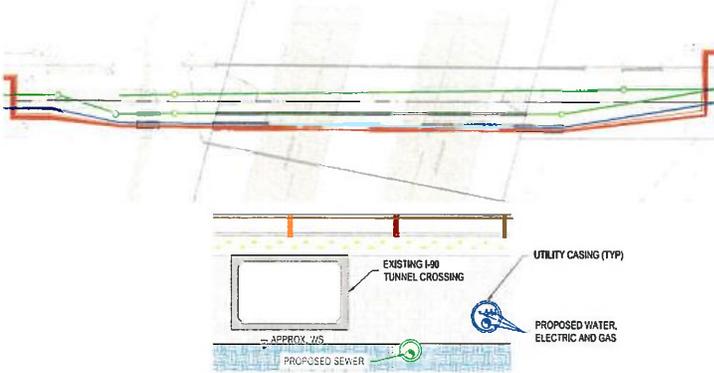
PLAN VIEW
1" = 30'

AD

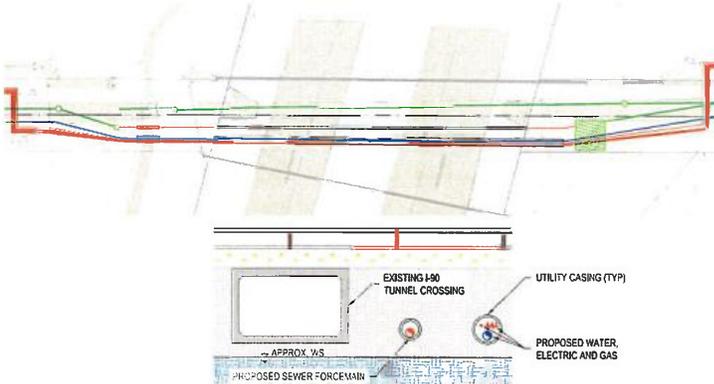


I-90 OPTIONS - THROUGH TUNNEL SEWER ALIGNMENT PROFILE
H: 1" = 20', V: 1" = 5'

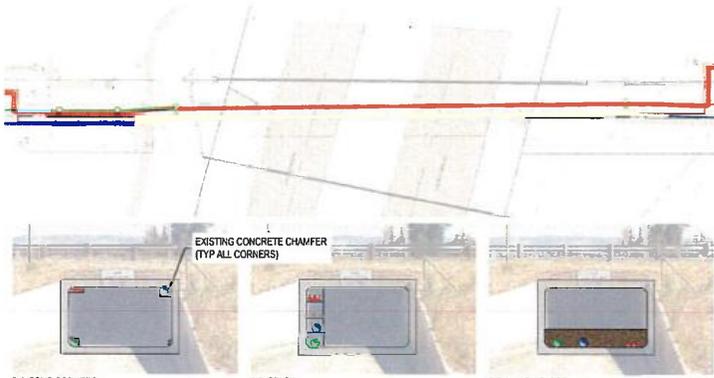
BULL ROAD I-90 CROSSING OPTIONS MATRIX



OPTION A TRENCHLESS CONSTRUCTION GRAVITY		
COST	BASE + \$1.4M	PROS • DOES NOT BLOCK TUNNEL ACCESS
RISK	HIGH ▲▲▲▲	
NO. CASINGS/ SIZE	2/ 18" & 24"	
DESCRIPTION	CROSS I-90 BY MEANS OF TRENCHLESS CONSTRUCTION. WATER, GAS AND ELECTRICAL SHALL BE IN ONE CASING, AND SEWER SHALL BE IN A SEPARATE CASING.	CONS • DIFFICULT TO GET GRAVITY SLOPE WITH SEWER • CASINGS WILL ENCOUNTER GROUND WATER • HIGH RISK
ADDITIONAL INFORMATION NEEDED NEED CONCURRENCE WITH WSDOT ON TRENCHLESS OPTION UNDER I-90		



OPTION B TRENCHLESS CONSTRUCTION LIFT STATION		
COST	BASE + \$1.8M	PROS • DOES NOT BLOCK TUNNEL ACCESS • NOT AS DEEP AS OPTION A • FORCE MAIN UNDER BULL DITCH
RISK	HIGH ▲▲▲▲	
NO. CASINGS/ SIZE	2/ 12" & 15"	
DESCRIPTION	CROSS I-90 BY MEANS OF TRENCHLESS BORING. A LIFT STATION INSTALLED JUST NORTH OF I-90 TO PUMP SEWER UNDER THE FREEWAY.	CONS • SEWER CASING MAY ENCOUNTER GROUND WATER/PROPOSED HIGHER THAN OPTION A ELEVATION • FUTURE MAINTENANCE COSTS AND SERVICES OF LIFT STATION
ADDITIONAL INFORMATION NEEDED NEED CONCURRENCE WITH WSDOT ON TRENCHLESS OPTION UNDER I-90		

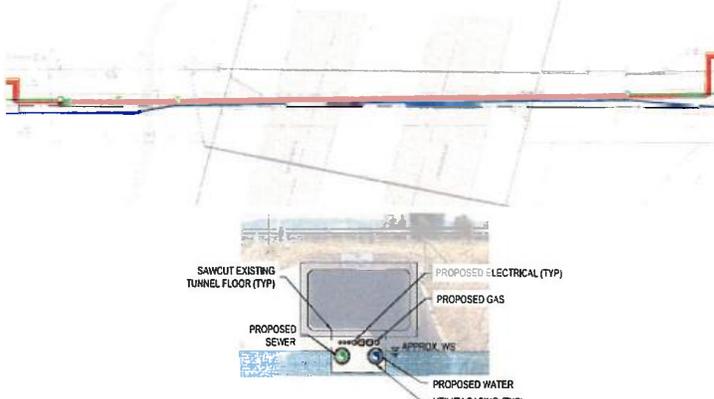


OPTION C THROUGH TUNNEL		
COST	BASE + \$550K	PROS • NO TRENCHLESS BORING REQUIRED • NO TRENCHING REQUIRED
RISK	LOW ▲	
NO. CASINGS/ SIZE	VARIES	
DESCRIPTION	UTILITIES WILL BE DIRECTED THROUGH THE EXISTING TUNNEL.	CONS • MAY RESULT IN PERMANENT TUNNEL CLOSURE • WILL REQUIRE PROTECTION FOR UTILITIES • WILL NOT PROVIDE FREEZE PROTECTION FOR UTILITIES • SHALLOW SEWER MAINLINE
ADDITIONAL INFORMATION NEEDED OWNERSHIP OF TUNNEL BUY IN FROM COMMUNITY		

C.1: FOUR CORNERS
UTILITIES PLACED SEPARATELY IN EACH OF THE FOUR CORNERS TO CONTINUE ACCESS IN TUNNEL.

C.2: STACK
UTILITIES STACKED SEPARATELY ALONG THE WEST SIDE OF TUNNEL TO CONTINUE ACCESS IN TUNNEL.

C.3: LAY ON FLOOR
UTILITIES PLACED SEPARATELY ON THE FLOOR CLOSING ACCESS THROUGH TUNNEL.



OPTION D SAWCUT TUNNEL FLOOR		
COST	BASE + \$755K	PROS • NO TRENCHLESS BORING REQUIRED • TUNNEL ACCESS REMAINS OPEN FOR FUTURE • EASIER TO MAINTAIN SEWER GRAVITY SLOPE THAN OPTIONS A & C
RISK	MEDIUM ▲▲▲ +	
NO. CASINGS/ SIZE	9/ 15" & SMALLER DIAMETER	
DESCRIPTION	SAWCUT EXISTING TUNNEL FLOOR TO BURY UTILITIES.	CONS • POSSIBLE STRUCTURAL ISSUES WITH TUNNEL • WILL REQUIRE WSDOT COORDINATION • MAY HAVE GROUNDWATER ISSUES
ADDITIONAL INFORMATION NEEDED CORE SAMPLE IN TUNNEL NEED WSDOT CONCURRENCE ON STRUCTURAL INTEGRITY		

NOTE: THIS MATRIX PROVIDES PRELIMINARY ALTERNATIVES THAT WILL REQUIRE FURTHER ENGINEERING REVIEW. THE COST ESTIMATES AND SCHEMATIC DRAWINGS ARE PROVIDED FOR PROVIDING A BASIS FOR DISCUSSION OF POTENTIAL OPTIONS.

SCALE: 1" = 40'
LAST UPDATED: 3/12/2017
J:\000\ELLY\6-08\04\000-0000-0000-0000.dwg

RH2 ENGINEERING, INC.
300 Superior Street, Suite 5
Ellensburg, WA 98926
PH: 509.223.1000
FAX: 509.223.1002
WWW.RH2ENGINEERING.COM

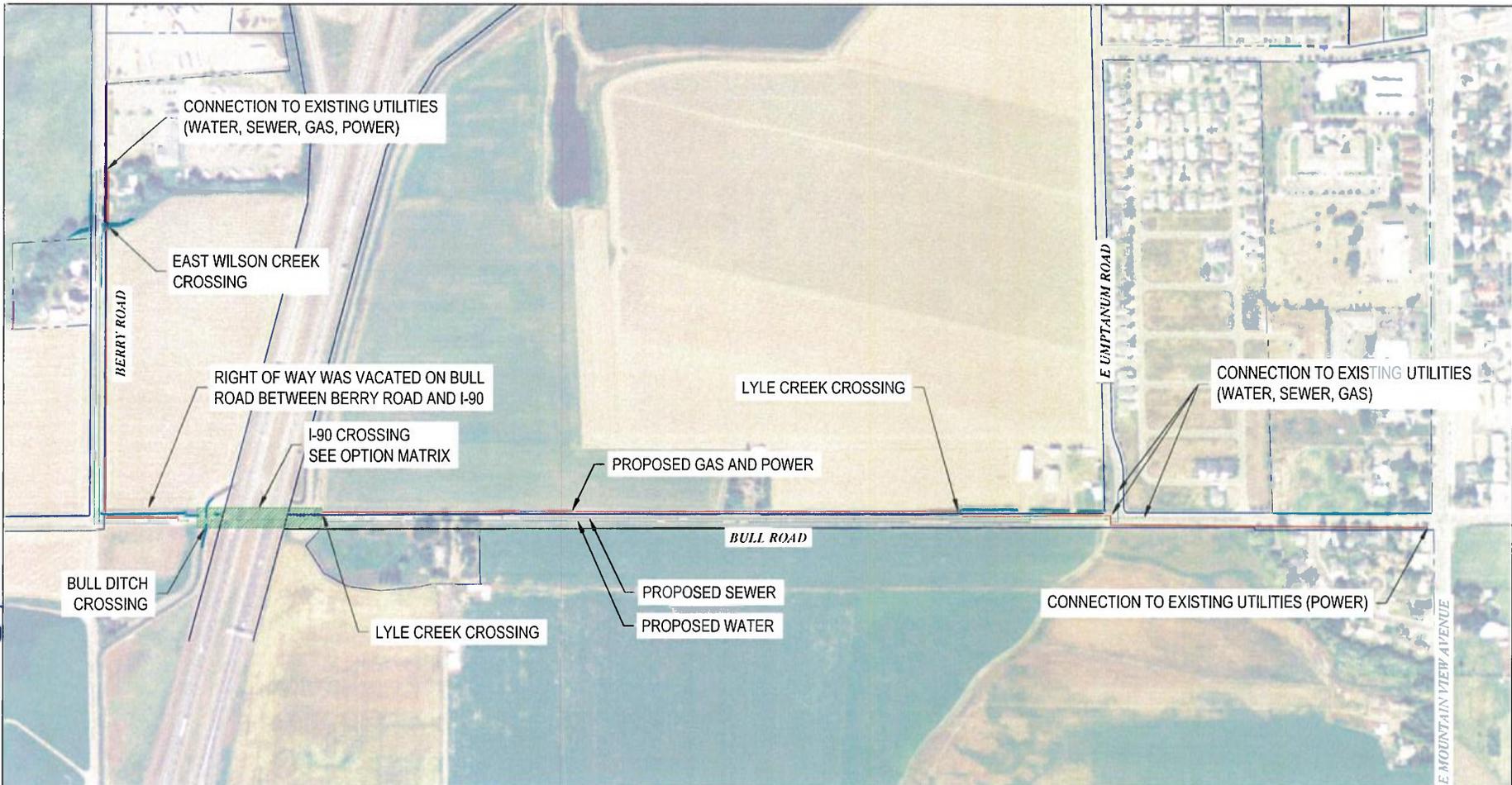
City of Ellensburg

OPTION MATRIX BULL ROAD UTILITY EXTENSION

CITY OF
ELLENSBURG



41

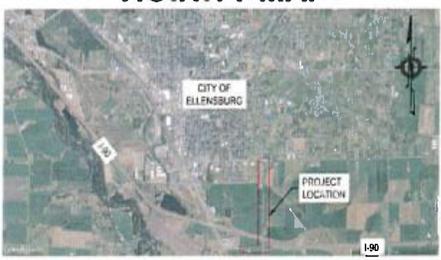


CITY OF ELLENSBURG

BULL ROAD UTILITY EXTENSION PROJECT

42

VICINITY MAP



BULL ROAD UTILITY EXTENSION PROJECT

1" = 200'

TOTAL PROJECT LENGTH = 6910 FEET	
BERRY RD =	1540 FEET
BULL RD =	5370 FEET
PROJECT COST ESTIMATE (INCL. CONSTRUCTION, ENGINEERING, & TAX)	
LOW =	\$3.8M
HIGH =	\$5.2M
ESTIMATE IS BASED ON 30% DESIGN PLANS USING OPTION C (LOW) TO OPTION B (HIGH) FOR I-90 CROSSING	
BREAKDOWN BY UTILITY FOR LOW OPTION	
WATER	\$1.25M (33%)
SEWER	\$1.40M (37%)
POWER/COM	\$667K (18%)
GAS	\$470K (12%)



SCALE SHOWN

LAST UPDATED 01/12/2017
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Ellensburg Utility Advisory Committee
Public Works Issues and Updates
January 19, 2017

Consent Items

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

Sewer

- Electrical supplies are starting to show up at the WWTF for UV replacement project.
- Biosolids report was completed and submitted (and accepted) to the Dept. of Ecology and the EPA.
- Purchasing of a new camera for Sewer collection system is moving forward, collections crew is working on a collections system updated inventory in 2017 strategy once camera arrives.
- We are utilizing winter time to study and increase our level of knowledge and certification with the Dept. of Ecology. Three out of five operators have successfully upgraded to a Level IV certification. One operator is testing this afternoon. We have the highest number of level of III and IV certified operators of a plant our size in the state according to Ecology roving operator.
- Maintenance is working on raising the hour meters at 1st St. lift station to the top of the ladder, above ground to monitor pumps in a safer way. One person can check hours regularly instead of needing 3 people to enter a confined space. If the hours are "off" others will be called to assist with entry.
- The new Dredge is here and awaiting spring for installation. Probably early April.

Water

- On Tuesday 1/10 there was a watermain break in the alley between 3rd/4th Avenues and Walnut/Chestnut Streets. The line is a 6" cast iron main. Crews were unable to locate the break. A valve has been inserted in the line and the neighborhood has water service. The break appears to be underneath Chestnut Street. Staff will have a leak detection firm onsite to help locate leak. Actual repair will likely be during spring break or this summer. The ground has 12"-24" of frost depth.
- Crews have been working on wellhouse maintenance (cleaning, painting and general maintenance).
- Crews have been responding to frozen meters and meter shutoffs, due to customer frozen pipes.
- Crews shift onto snowplow crew when we have gone into full snowplow operations.

Storm

- Staff is currently working on the citywide stormwater operation and maintenance plan update. It outlines all the activities at the City shop and best management practices for field crews. It was last updated in 2010/2011. It's required to be updated every five years. Because there was a two-year delay in the issuance of the 2014 permit, it is approximately six years out of date and will be finished in February 2017.
- Staff is also working on the annual stormwater management plan update for UAC recommendation in February.
- Monitoring has stopped for the month of January due to cold and frozen conditions on local streams.
- Staff purchased spill kits for all city vehicles through a grant from Ecology. Training for all maintenance staff on how to use the kits and dispose of the materials properly took place in December 2016.
- Staff is in the process of closing out the Public Safety Building parking lot project with Ecology and will go to Council in February for final acceptance.

For information only, no action requested.

AGENDA REPORT

Date: January 3, 2017

To: City Council

Thru: John Akers, City Manager

From: Josh Mattson, Assistant City Engineer

Re: Bid Award – Bid Call 2016-33
US 97 – University Way – Dolarway Sewer Relocation

Summary: Bids were received on Wednesday December 15th, 2016 for the above mentioned project. Advantage Dirt Contractors was the low bidder in the amount of \$64,473.24. Council is being requested to award the bid to Advantage Dirt Contractors.

Background: Bid Call 2016-33 relocates an existing sewer at the northeast corner of the intersection of Hwy 97, University Way, and Dolarway Rd. The WSDOT will be constructing a roundabout at this intersection in the spring of 2017. The sewer relocation is required to make room for the new roundabout.

The project installs two new sewer manholes over existing sewer mains and installs approximately 60 lineal feet of new sewer main. One existing sewer manhole will be removed and approximately 70 lineal feet of existing sewer will be abandoned in-place. City staff designed, prepared bid specifications, and will provide administration for the above work associated with this bid call.

Findings & Analysis: The small works roster contracting process was utilized and bids were received are as follows:

Advantage Dirt Contractors:	\$64,473.24
Thayer Excavating:	\$66,672.41
Reecer Creek Excavating:	\$67,994.97
Belsaas and Smith Const.:	\$82,887.69
<i>Engineer's Estimate:</i>	<i>\$41,278.30</i>

The low bid submitted by Advantage Dirt Contractors is above the engineer's estimate. Higher than anticipated bids were due to risk perceived by the contractors from a potential for high ground water in a deeper than average excavation, close proximity of other utilities including gas, and close proximity of a major intersection.

Fiscal Impact: The unbudgeted expense of \$64,473.24 would require a supplemental budget adjustment to increase 2017 appropriations for the Sewer Utility Fund budget. The increase of appropriations will reduce that Fund's ending fund balance.

Recommendation: Award bid call 2016-33 to Advantage Dirt Contractors and authorize the necessary supplemental adjustment to the 2017 Sewer Utility Fund budget.

AGENDA REPORT

Date: January 17, 2017
To: City Council
Thru: John Akers, City Manager *JA*
From: Derek Mayo, City Engineer *DKM*
Re: Amendment No. 1 - Professional Services Agreement – Bull Road Utility Extension Design (Phase 1)

SUMMARY: On June 6th, 2016 Council approved a contract with RH2 Engineering, Inc. for phase one of the professional engineering design services for the preliminary design of the Bull Road Utilities Extension. Since contract approval RH2 Engineering has performed a site survey, wetland delineation, cultural resource survey, geotechnical site review, assembled a construction options matrix for crossing I-90, and prepared preliminary drawings for utility layout (water, sewer, natural gas, and electrical) from their current ending location midway between Canyon Road and Bull Road on Berry Road, east to Bull Road, and then north on Bull Road, under I-90 to Umptanum Road. Staff is now requesting Council to authorize the City Manager to execute 'Contract Amendment No. 1' with RH2 Engineering for a no change in cost time extension.

BACKGROUND: This phase one contract includes a topographic survey, significant geotechnical investigations in the vicinity of I-90, environmental reporting, coordination and permitting with WSDOT for the crossing under I-90, alternatives analysis and recommendations for methods to construct the utilities crossing underneath I-90 (boring, pipe ramming, directional drilling, etc.), and a preliminary design. A final design contract (phase 2) will be completed upon completion of this agreement and when a method has been determined for the I-90 crossing.

ANALYSIS/FINDINGS: Staff has been working with RH2 Engineering on completing the Bull Road Utility Extension Design (Phase 1). The time extension is required to complete the tasks outlined in the contract.

FISCAL IMPACT: 'Contract Amendment No. 1' does not change the originally approved contract amount.

RECOMMENDATION: Staff is requesting Council to authorize the City Manager to execute 'Contract Amendment No. 1' with RH2 Engineering for a no change in cost time extension

**ELLENSBURG UTILITY ADVISORY COMMITTEE
ENERGY SERVICES ISSUES UPDATE
January 2017**

Consent Items

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

Retail Internet Access –Executed Contract

KITTCOM recently submitted a request for telecommunications service to the City for 50 Mbps Internet access service. In response to their request, staff offered KITTCOM a telecommunications service agreement. The term and cost of the City's agreement were negotiated to be 5-years with a monthly charge of \$143.50. As required under ECC 9.110.070(D) the City Manager or his/her designee will notify the utility advisory committee and city council at the first opportunity of any executed or amended contracts with public agencies or sales commitments with customers.

For information only, no action requested at this time.

East Ellensburg Substation Circuit Switcher Request for Quotes

Staff and EPS have been working on the planning and design for the circuit switcher installation at the East Ellensburg Substation. Staff anticipates that the design and bid documents will be available during the fourth quarter of 2016, and out to bid in January of 2017. Staff will return to the Utility Advisory Committee for a recommendation on the bid award.

For information only, no action requested at this time.

Black Horse Cable Installation Request for Quotes

Staff has been working on the planning and design for the cable installation now that the duct and vault system has been installed. Staff anticipates that the design and bid documents will be available by the end of January 2017, and out to bid in February of 2017. Staff will return to the Utility Advisory Committee for a recommendation on the bid award.

For information only, no action requested at this time.

Electric System Plan Request for Qualifications

Staff has been working on the preliminary scope of work for the electric system plan, which was last completed 6 years ago. Staff anticipates that the Request for Qualifications document will be available by the end of January 2017, and soliciting qualifications in February of 2017. Staff will return to the Utility Advisory Committee for a recommendation on the contract award.

For information only, no action requested at this time.

ELLENSBURG UTILITY ADVISORY COMMITTEE
ENERGY SERVICES ISSUES UPDATE
January 2017

Wholesale Natural Gas Purchase-Interruptible Storage Capacity

Staff recently made a natural gas purchase to add some interruptible storage capacity at Northwest Pipeline's Jackson Prairie facility the 5th of January; 100,000 Dth with 14,000/day in/out capacity that is available to use December 1st to October 1st each year. The capacity does not cost anything to hold until it is used, then it is charged at \$0.00224/Dth/Day. When our Rockies supply is cut by Operational Flow Orders (OFO) and Canadian gas prices spike up this will save our customers money and keep retail rates down. During the last 4 days of December 2016 and the first 5 days of January 2017 we were forced to pay \$4.62/Dth or \$60,172 for day gas to meet our burn rate. If we had the new interruptible storage capacity available at that time, we could have had a net savings of \$13,000 for that quantity of gas. This is not long term storage like Clay Basin but will be another purchase option to reduce retail rates. It was used to supply gas cut by an OFO 1/11/17 – 1/13/17 saving \$0.60/Dth.

For information only, no action requested at this time.

4th Street Utility Pole Banner Replacement

Staff has recently identified a new self-supporting utility pole that can be used instead of the current utility poles for banners on 4th Street. Staff is planning to work with Carolyn Honeycutt with the Ellensburg Downtown Association to identify one or more locations along both sides of 4th street for the new self-supporting utility poles. Staff will also communicate with adjacent property owners after locations have been identified. After the locations are selected, staff will return to the Utility Advisory Committee and City Council for a contract award.

For information only, no action requested at this time.



AGENDA REPORT

DATE: January 3, 2017
TO: City Council
THRU: John Akers, City Manager
FROM: Larry Dunbar, Director of Energy Services
RE: 2017 Western Public Agencies Group Agreements

SUMMARY: Staff recommends that City Council authorize the City Manager to execute agreements with EES Consulting, Inc., and Marsh Mundorf Pratt Sullivan & McKenzie.

BACKGROUND: The Western Public Agencies Group (WPAG) represents the interests of its electric utility members before the Bonneville Power Administration. Each year WPAG proposes an agreement and scope of services to its members, which are allocated to each utility based on average customers, energy sales, and capital investments.

ANALYSIS/FINDINGS: The City is a member of the WPAG along with eighteen other publicly owned electric utilities. WPAG members serve more than 420,000 customers and purchase more than 10 billion kilowatt hours from the Bonneville Power Administration (BPA). WPAG represents the interests of its members before BPA, and has intervened in every major BPA rate proceeding since 1980. EES Consulting, Inc., provides WPAG engineering and financial services, and legal services are provided by Marsh Mundorf Pratt Sullivan & McKenzie.

A copy of the proposed contracts and scope of services are attached.

FISCAL IMPACT: The City's share of the 2017 proposed scope of work is \$7,235.00 out of the total membership cost of \$290,000.00. The \$7,235.00 cost of the proposed services is below the \$15,500.00 amount included in the 2017 Light Department budget.

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to execute agreements with EES Consulting, Inc., and Marsh Mundorf Pratt Sullivan & McKenzie in an amount not to exceed \$7,235.00 for Western Public Agency Group 2017 membership dues.

Attachment: Proposed contracts and scope of services



AGENDA REPORT

DATE: January 3, 2017
TO: City Council
THRU: John Akers, City Manager
FROM: Larry Dunbar, Director of Energy Services
Buddy Stanavich, Rate Analyst
RE: University Auto Center Conservation Agreement

SUMMARY: Staff requests that City Council authorize the City Manager to execute an energy conservation agreement with University Auto Center in an amount not to exceed \$40,000.

BACKGROUND: University Auto Center wants to upgrade their Ellensburg store to Light Emitting Diode (LED) lighting under the Bonneville Power Administration (BPA) conservation program. The incentive would exceed the City Manager's contracting authority level thus requiring City Council approval.

ANALYSIS/FINDINGS: A total of 70 Metal Halide parking lot and high bay fixtures will be replaced with LED lamps and 16 - 1,000 watt Metal Halide parking lot lights will be removed from service. Annual energy savings are estimated at 205,425 kWh valued at \$11,853 at today's electric rate. This will be a major upgrade in lighting for this local business with less than a three-year simple payback after BPA incentives. This is a large project with some unknown installation costs that may change the final incentive from the calculated \$36,364 staff has estimated. Staff is requesting up to a \$40,000 authorization and will return to Council if the final incentive exceeds \$40,000.

FISCAL IMPACT: The light fund budget for the BPA conservation program is \$261,000 for 2017. As of this date we have \$137,636 signed agreements for projects that are "In Progress". The proposed incentives of up to \$40,000 will not exceed the BPA conservation budget in the light fund.

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to execute an energy conservation agreement with University Auto Center in an amount not to exceed \$40,000.



AGENDA REPORT

DATE: January 17, 2017

TO: City Council

THRU: John Akers, City Manager 

FROM: Larry Dunbar, Director of Energy Services 
Tom Hammond, Project Engineer 

RE: Authorize Mayor to Execute Easement Agreement with Kittitas County

SUMMARY: Staff recommends that City Council authorize the Mayor to execute the attached Non-Exclusive Easement Agreement with Kittitas County.

BACKGROUND: The Energy Services Department installed empty conduits and some cabling for a future 15KV electrical distribution system in July of 2000 that presently serves our customers in the Airport Road area.

As a continued effort to improve reliability to our current and future customers, the Energy Services Department began installing various vaults and cabling that would allow a redundant delivery point on our 15kV electrical distribution system in that area.

In order to properly tie our 15kV electrical distribution system together, a vault must be placed at the corner of the Falcon and Cessna Road intersection. Because there is not sufficient physical room for City crews to install the electrical utility vault in the existing road Rights of Way (ROW), an easement with Kittitas County is required.

ANALYSIS/FINDINGS: City staff has met with Kittitas County Staff and asked for a Non-Exclusive Utility Easement at the Falcon and Cessna Road intersection in order to install the electrical utility vault. Kittitas County Staff has agreed that the proposed easement on this lot is appropriate and has authorized the easement.

The easement agreement is a 10 foot x 20 foot section that is adjacent to the ROW on the Northwest corner of Falcon and Cessna Road intersection. City Council approval of the easement is required by ECC 9.20.030.B.2 because the easement is outside of the City limits.

FISCAL IMPACT: There is no fiscal impact to the City if City Council authorizes the Mayor to execute the Easement Agreement with Kittitas County.

RECOMMENDATION: Staff recommends that City Council authorize the Mayor to execute a Non-Exclusive Utility Easement Agreement with Kittitas County.

Attachment: Non-Exclusive Utility Easement Agreement with Kittitas County



AGENDA REPORT

DATE: January 17, 2017
TO: City Council
THRU: John Akers, City Manager
FROM: Larry Dunbar, Director of Energy Services
 Darren Larsen, Gas Engineering and Operations Manager
RE: Award Bid Call 2016-34 Remote Methane Leak Detector

SUMMARY: The City advertised for bids for a remote methane leak detector. Heath Consultants, Inc. submitted the only bid and staff recommends that the City Council award the bid to Heath Consultants, Inc. for Bid Call 2016-34 Remote Methane Leak Detector in the amount of \$15,178.00 plus WSST.

BACKGROUND: The City's Gas Division performs annual leak surveys of its main and service lines as well as responds to emergency gas leak calls both inside and outside of buildings. The remote methane leak detector will enable Gas Division personnel to perform these leak survey duties in a safer and more efficient manner.

ANALYSIS/FINDINGS: The City advertised a call for bids for a remote methane leak detector. One bid was received from Heath Consultants, Inc. and was reviewed by City staff. The bid amount was for \$15,178.97, not including sales tax as shown below:

<u>Bid Price</u>	<u>Shipping</u>	<u>Manufacturer</u>
\$15,000.00	\$178.97	Heath Consultants, Inc.

FISCAL IMPACT: The purchase of a remote methane leak detector was approved in the 2017 budget. The qualified bidder's price is in line with the allocated budget amount of \$15,000. There are sufficient funds in the 2017 Gas Division tool budget to cover additional costs for taxes and shipping.

RECOMMENDATION: Staff recommends Council award Bid Call 2016-34 Remote Methane Leak Detector to Heath Consultants, Inc. in the amount of \$15,178.97 plus WSST.



AGENDA REPORT

DATE: January 17, 2017
TO: City Council
THRU: John Akers, City Manager
FROM: Larry Dunbar, Director of Energy Services
Richard French, Light Operations Supervisor
RE: Adopt Resolution to Sole Source the Purchase of Electric Meters

SUMMARY: The electric utility has a requirement for all types of electrical meters. Due to the incompatibility of other manufacturer's products with the Itron, Inc. Automatic Meter Reading system we are seeking a sole source resolution.

BACKGROUND: Similar sole source resolutions were passed in 2009, 2010, and 2013 when the City declared Itron, Inc. the sole supplier for the City's instrumented rated, large customer, and programmable electric meters. The electric meters include compatible Encoders, Receivers, and Transmitters (ERTs) modules.

The City has a continuing need to acquire electric meters for residential and general service customers for maintenance change-outs. The meters the City uses require interfacing with the City's utility billing system, and the Itron, Inc. Automatic Meter Reading (AMR) system. The AMR system for the City's electric utility is over 95% complete, and is anticipated to be fully complete by the end of 2017.

ANALYSIS/FINDINGS: The electric meters the City specifies include an ERT module for use with the City's Itron, Inc. AMR system. These ERT modules are pre-programmed, installed as an integral part of the meter, and are presently a sole source item by Itron, Inc. from a previous City Council resolution.

Staff has recently confirmed that Itron's manufacturer's representative and distributor is exclusively General Pacific, and there are no other representatives and distributors available to the City with electric meters and ERTs that are compatible with the City's existing AMR system.

FISCAL IMPACT: There is no fiscal impact if the resolution is approved.

RECOMMENDATION: Staff recommends that City Council adopt the attached resolution establishing Itron, Inc. as the sole source supplier for all types of electrical watt-hour meters until such time as the findings outlined above change.



AGENDA REPORT

DATE: January 17, 2017
TO: City Council
THRU: John Akers, City Manager *JA*
FROM: Larry Dunbar, Director of Energy Services *LD*
Darren Larsen, Gas Engineering and Operations Manager *DL*
RE: Adopt Resolution to Sole Source the Purchase of Natural Gas Meters and Steel Fittings

SUMMARY: The natural gas utility has a requirement for large commercial and industrial natural gas meters. The utility also needs fittings to connect to the existing steel mains. Due to the incompatibility of other manufacturer's products with the Dresser/Roots meters and the lack of interchangeability with other steel fittings we are seeking a sole source resolution.

BACKGROUND: Similar sole source resolutions were passed in 2003, 2005, 2006, 2007, 2009, 2010 and 2014 when the City declared Dresser/Roots the sole supplier for the City's rotary meters and Mueller the sole supplier of fittings to connect to steel mains. The City has a continuing need to acquire rotary meters for construction, maintenance and meter change-outs. The City also has a continuing need to acquire fittings used to connect to existing steel gas mains within the City that are manufactured by Mueller.

ANALYSIS/FINDINGS: The rotary natural gas meters the City uses for large commercial and industrial customers are manufactured by Dresser/Roots. The natural gas meter testing program software used by the City is only for Dresser/Roots meters. The natural gas fittings the City specifies for steel mains are manufactured by Mueller. Other similar meters and fittings are available, however, they are not interchangeable with those already in service. If the purchase of fittings is not limiting to a single source that would require the City to increase the number of fittings kept in stock and purchase additional special tools for installation. Meter interchangeability and replacement parts (i.e., electronic indexes and meter testing program software) are the reasons why we need to sole source the Dresser/Roots meters. The Dresser/Roots meters are also compatible with the Itron, Inc, Automatic Meter Reading system and Encoders, Receivers, and Transmitters (ERT) modules.

Staff has recently confirmed that Dresser/Roots meters are the only meters that are compatible with our existing rotary meters and rotary meter testing software. Staff has also recently confirmed that the Mueller fittings are the only fittings available that are compatible with our existing Mueller special tools.

FISCAL IMPACT: There is no fiscal impact if the resolution is approved.

RECOMMENDATION: Staff recommends Council adopt the attached resolution establishing Roots/Dresser as the sole source supplier of large rotary gas meters and Mueller as the sole source supplier of steel pipe fittings until such time as the findings outlined above change.