

# COUNCIL AGENDA

Monday, May 17, 2021



In-person attendance at public meetings is currently prohibited per the Washington Governor's Proclamation No. 20-28.15, as extended by Senate Concurrent Resolution 8402. Ellensburg City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at [ectv2.com](http://ectv2.com) or on YouTube at ECTV Ellensburg

## GUIDELINES FOR PUBLIC PARTICIPATION – ONLINE CITY COUNCIL MEETING

As a result of the threat posed by COVID-19, City is following the mandates from state and county public health officials to take all efforts to prevent the spread of this virus. In compliance with the Governor's Emergency Proclamation 20-28.15, as extended by Senate Concurrent Resolution 8402, and in the interest of the safety and welfare of the public, the community, and our employees and to limit the spread of the virus, ***this City Council meeting will not be open to in-person attendance.*** Council will be attending this meeting remotely via video conference. All City Council meetings are broadcast on Charter/Spectrum Channel 191 and available to livestream on Ellensburg Community Television at [www.ectv2.com](http://www.ectv2.com) or on YouTube at [ECTV Ellensburg](https://www.youtube.com/channel/UCvYUw11111111111111111111). You may also attend by phone, only, and listen to the meeting by following the registration instructions under "Remote testimony during the meeting," below. Once you register, you will be sent a meeting invite with a phone number for the meeting.

Council will be accepting remote testimony under Citizen Comment on Non-Agenda Items (Item No. 7) as well as for all other topics under the Regular Agenda. Testimony will be accepted in the following manner:

- **Written comments submitted in advance of meeting**  
Submit written comments by mail to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or via email to: [leaderb@ci.ellensburg.wa.us](mailto:leaderb@ci.ellensburg.wa.us). Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Comments for public hearings**  
Written comments must be received by the City Clerk by 5 p.m. on the meeting date. Comments can either be mailed to Beth Leader, City Clerk, Ellensburg City Hall, 501 N. Anderson St., Ellensburg, WA 98926, or sent via email to: [leaderb@ci.ellensburg.wa.us](mailto:leaderb@ci.ellensburg.wa.us). Comments received by 5 p.m. on the meeting date will be compiled, sent to the City Council and entered into the record.
- **Remote comments or attendance during the meeting**  
***Advance registration is required to testify.*** Anyone wishing to speak on items under the Agenda must register prior to 7 p.m. the day of the meeting. Register for the meeting at: [https://us02web.zoom.us/webinar/register/WN\\_VJdmqJGSRfOjEwjPMHxv6A](https://us02web.zoom.us/webinar/register/WN_VJdmqJGSRfOjEwjPMHxv6A)  
Once registered, you will receive an email with the meeting link and phone number (for those who wish to call into the meeting).

### **PROCEDURE FOR PARTICIPATION DURING MEETING**

1. Join the meeting early, as you may need to download the app in advance to participate. Once you've joined the meeting, your camera and microphone will be muted until you are recognized by the Mayor to speak.
2. Please note that there may be several items on the City Council Agenda that will precede the agenda item you wish to address.
3. The Mayor will identify the agenda item and ask if anyone wishes to speak on the matter.
4. Any interested person may provide comments on: 1) under Item 7 for non-agenda items. or 2) any listed agenda items, If you wish to speak, you must:
  - a) Raise your "virtual hand" in the corner of the computer screen or press \*9 on your phone. Raising your hand signals the moderator that you wish to speak.
  - b) Wait to be called upon by the Mayor using your name, e-mail, or phone number used to log in to the teleconference.

5. Please state your name, address, and whether you are representing only yourself or others.
6. Each speaker's comments are to be limited to 3 MINUTES.
7. Speakers are cautioned not to make comments of a personal, impertinent or derogatory nature.
8. Speakers may not identify themselves as candidates for elective public office or make any statements which assist or discuss the campaign of a candidate for elective office, or discuss or campaign for or against a ballot proposition (unless the ballot proposition is being considered as part of the City Council agenda item).

Please note: City Council Rules provide that no action will be taken by the Council at the meeting at which a subject is first introduced during the citizen comment period (Item 7 on the Agenda). You may wish to concisely state your concern and request placement of your matter on a future agenda.

#### CONSENT AGENDA

Members of the audience may request items be removed from the consent agenda by asking for recognition and making the request during Agenda Approval. Items will not be removed from the consent agenda unless your request is confirmed by a councilmember.

#### AGENDA ITEMS

If you wish to have an item placed on a Council agenda, a written request should be delivered to the City Manager's Office prior to noon on the Monday preceding the Council meeting. Assistance will be provided in preparing a request if you wish to contact the City Clerk at 925-8614.

#### **AMERICANS WITH DISABILITIES ACT**

*The City of Ellensburg strives to make our services, programs, and activities readily accessible and usable by individuals with disabilities. Reasonable accommodations will be made upon request. Please furnish the ADA Coordinator with your request in sufficient time for the City to provide a reasonable accommodation. A Request for Accommodation form may be obtained on the first floor of City Hall or by calling the City of Ellensburg ADA Coordinator at 962-7222.*

**CITY OF ELLENSBURG  
COUNCIL AGENDA  
Monday, May 17, 2021  
7:00 PM - Regular Meeting**

**Pledge of Allegiance**

**1. Call to Order and Roll Call**

**2. Proclamations**

**3. Awards and Recognitions**

3.A Introduction of new City Manager Heidi Behrends Cerniwey

**4. Approval of Agenda**

**5. Consent Agenda**

Items listed below have been distributed to Councilmembers 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 Councilmember or at the request of a member of the public with concurrence of a Councilmember. Requests to remove items should be made under Item 4 Approval of Agenda.

- |  |    |
|--|----|
| 5.A Approve Minutes of the May 3, 2021 Regular Meeting<br><a href="#">5-3-21 Council Minutes</a>   | 7  |
| 5.B Acknowledge Minutes of the Affordable Housing Commission - April 7, 2021<br><a href="#">4-7-21 Affordable Housing Commission Minutes</a>   | 12 |
| 5.C Approve University Way Banner Request for CWU Fashion Show - May 24 - June 7, 2021<br><a href="#">CWU Fashion Show Banner Request</a>  | 15 |
| 5.D Approve Appointment of Bryan Clark as the KITTCOM Representative on the Utility Advisory Committee and Authorize a Letter of Appreciation to Bob Johnson.<br><a href="#">KITTCOM UAC Representative Request</a>  | 16 |
| 5.E <a href="#">Resolution 2021-12 - 507 S Pine St - Swan street tree removal</a><br><a href="#">507 S Pine St - Swan request</a><br><a href="#">507 S Pine St - Swan tree removal graphics</a><br><a href="#">Resolution 2021-12 - 507 S Pine St - Swan street tree removal</a> | 17 |
| 5.F <a href="#">COHO Water Resources Water Planning</a><br><a href="#">COHO Contract</a><br><a href="#">Scope of Work</a>  | 22 |

5.G	Resolution to Reject All Bids for Bid Call No. 2021-03 for the 2021 Residential Sidewalk Repair Program Resolution 2021-12 - Reject all bids	43
5.H	Re-Submittal of Project Acceptance Bid Call No. 2020-02, 2020 Residential Sidewalk Repair Program	46
5.I	Ellensburg School District RFP for Fiber Optic Services Signed Contract USAC FCC FORM 470 APPLICATION 210025960 CERTIFIED EB21 RFP Category 1 Fiber Service Final	48
5.J	Approve Voucher Listing for May 17, 2021 Voucher Listing for 5-17-21	58
<b>6.</b>	<b>Petitions, Protests, and Communications</b>	
6.A	COVID-19 Update	
6.B	Historic Preservation Month: Project Recognition on behalf of the Landmarks and Design Commission and Kittitas County Historical Society Preservation Month Letter 2021 HISTORIC PRESERVATION AWARDS	59
6.C	Board and Commission Applications and Requests for Reappointment B and C Agenda Report Chart 5-17-21 B and C Applications for Appointment Requests for Reappointment Gayl Curtiss Resignation	78
<b>7.</b>	<b>Citizen Comment on Non-agenda Issues</b>	
<b>8.</b>	<b>Business Requiring Public Hearings</b>	
<b>9.</b>	<b>Introduction and Adoption of Ordinances and Resolutions</b>	
<b>10.</b>	<b>Unfinished Business</b>	
<b>11.</b>	<b>New Business</b>	
<b>12.</b>	<b>Miscellaneous</b>	
12.A	Manager's Report 5-17-21 MANAGERS REPORT SOAR - Press Release - 2021 RNG Brochure	105

## 12.B Councilmembers' Reports

### **13. Executive Session**

13.A Per RCW 42.30.110(1)(i), to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

13.B Per RCW 42.30.110(1)(c), to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

### **14. Adjournment**



**CITY OF ELLENSBURG**

**Date of Meeting**

**Time of Meeting**

**Place of Meeting**

**Minutes of City Council, Regular Meeting**

**May 3, 2021**

**7:00 PM**

**Held Remotely per Governor Inslee's Proclamation  
20-28.15, extended by Senate Concurrent  
Resolution 8402**

**Pledge of Allegiance**

Councilmember Morgan led the Pledge of Allegiance

**1. Call to Order and Roll Call**

Roll Call Present: Nancy Goodloe, Tristen Lamb, Nancy Lillquist, David Miller, Mary Morgan, Bruce Tabb

Absent: Stacey Engel

Councilmember David Miller moved to Approve an excused absence for Councilmember Engel. **Motion Approved 6-0.**

Also Present: City Manager Akers; City Attorney Weiner; City Clerk Leader; Executive Assistant Gigstead; Planning Manager Ayling; City Engineering Manager Mayo; Public Information Officer Klauss; Library Director Camarillo; Finance Director Pascoe; Public Works and Utilities Director Lyyski; Kittitas County Health Officer, Dr. Mark Larson; Frank Johnson, Elise Herman; Bob Ota; Steven Luten and approximately 10 members of the public.

**2. Proclamations**

**2.A. National Day of Prayer Proclamation**

Frank Johnson was present to read the Proclamation for National Day of Prayer.

Councilmember Mary Morgan moved to Approve the Mayor to sign the Proclamation for National Day of Prayer. **Motion Approved 6-0.**

**2.B. National Public Works Week Proclamation**

Councilmember Morgan read the Proclamation for National Public Works Week.

Councilmember Mary Morgan moved to Approve the Mayor to sign the Proclamation for National Public Works Week. **Motion Approved 6-0.**

**2.C. Jewish American Heritage Month Proclamation**

Elise Herman was present to read the Proclamation for Jewish American Heritage Month.

Councilmember Nancy Goodloe moved to Approve the Mayor to sign the Proclamation for Jewish American Heritage Month. **Motion Approved 6-0.**

2.D. Historic Preservation Month Proclamation for the month of May.  
Councilmember Miller read the Proclamation for Historic Preservation Month.

Councilmember Mary Morgan moved to Approve the Mayor to sign the Proclamation for Historic Preservation Month. **Motion Approved 6-0.**

2.E. Asian/Pacific American Heritage Month Proclamation  
Bob Ota was present to read the Proclamation for Asian/Pacific American Heritage Month.

Councilmember Mary Morgan moved to Approve the Mayor to sign the Proclamation for Asian/Pacific American Heritage Month. **Motion Approved 6-0.**

### **3. Awards and Recognitions**

3.A. Recognition of retiring City Manager John Akers' service to the City of Ellensburg. The Mayor recognized John Akers, the retiring City Manager, and councilmembers expressed their appreciation for his years of service at the City.

### **4. Approval of Agenda**

Councilmember Nancy Lillquist moved to Approve the Agenda as presented. **Motion Approved 6-0.**

### **5. Consent Agenda**

5.A. Approve Minutes of the April 19, 2021 Regular Meeting

5.B. Acknowledge Minutes of Ellensburg Business Development Authority Board – March 4 & 10, 2021

5.C. Acknowledge Minutes of Utility Advisory Committee - March 18, 2021

5.D. Approve University Way Banner Request for CWU Dining Services Job Fair – June 14 - 27, 2021

5.E. Purchase of new Vacuum/Combination Truck (Quote #R21-14)

5.F. Replacement of Self-Checkout Machines

5.G. Accept Resignation of Jack Frost from the Public Transit Advisory Committee.

5.H. Accept Resignation of Phyllis (PJ) MacPhaiden from the Library Board, Parks and Recreation Commission and Environmental Commission.

5.I. Spurling Court Solar Agreement with HopeSource

5.J. February sale of natural gas in the amount of \$2,533,590

5.K. Bid Award - Bid Call 2021-01 Main Street Corridor Intersection Enhancements Project

5.L. Professional Services Agreement with ALSC Architects - Ellensburg Shop Needs Assessment

5.M. Approve Voucher Listing for May 3, 2021

Councilmember Nancy Goodloe moved to Approve the Consent Agenda as presented. **Motion Approved 6-0.**

## **6. Petitions, Protests, and Communications**

6.A. COVID-19 Update

Dr. Larson thanked City Manager Akers for his years of service at the City. He gave a report on the current status of vaccinations and active cases in Kittitas County.

6.B. Diversity, Equity and Inclusion (DEI) Commission Member Appointment  
Public Information Officer, Nicole Klauss, presented information in the staff report.

Councilmember Nancy Lillquist moved to Approve the Mayor's appointment of the six members and Councilmember Goodloe as commission Chairperson as presented in the Agenda to the DEI Commission. **Motion Approved 6-0.**

6.C. CenterFuse (Ellensburg Business Development Authority Board) Applicant Confirmation

Executive Assistant, Laurie Gigstead, presented information in the staff report.

Councilmember Mary Morgan moved to Approve confirmation of the EBDA recommendation to appoint Andreas Bohman to the EBDA/CenterFuse Board. **Motion Approved 6-0.**

6.D. Board and Commission Applications

Steve Luten was present to introduce himself and spoke regarding his interest in serving on the Environmental Commission.

Mayor Bruce Tabb moved to appoint Steve Luten to the Environmental Commission. **Motion Approved 6-0.**

Councilmember Lillquist requested other applicants be considered for the commission positions up for re-appointment.

Councilmember Mary Morgan moved to Approve deferring reappointment requests until a full list of applicants can be presented at the next Council meeting. **Motion Approved 6-0.**

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Councilmember Nancy Lillquist moved to Approve the Mayor's signature on letters of appreciation to Jack Frost and PJ McFadden. **Motion Approved 6-0.**

## **7. Citizen Comment on Non-agenda Issues**

Katherine Spall, 1700 N Water St., spoke regarding deer in her neighborhood.

Landis Hanson, 1015 E 18th Ave, spoke regarding naming of the downtown park.

Cynthia Kriebel, 1610 N Water St., spoke regarding deer in her neighborhood.

Theresa Plue, 140 Woodhouse Loop, representing herself and a small group of people, spoke regarding the process for naming the downtown park.

## **8. Business Requiring Public Hearings**

### **9. Introduction and Adoption of Ordinances and Resolutions**

9.A. Second Reading of Ordinance 4873 approving rezone request P20-125, submitted by Joseph Hctor, property owner.  
Planning Manager, Jamey Ayling, presented information in the staff report.

Councilmember Mary Morgan moved to Approve conducting second reading and adoption of Ordinance 4873. **Motion Approved 6-0.**

9.B. 2021 Pay Plan Resolution Amendments  
Finance Director, Jerica Pascoe, presented information in the staff report.

Councilmember Mary Morgan moved to Approve adoption of Resolution 2021-11 for the amended pay plan and authorize the necessary budget adjustments. **Motion Approved 6-0.**

## **10. Unfinished Business**

### **11. New Business**

11.A. Rotary Pavilion Temporary Art Installation  
Library Director, Josephine Camarillo, presented information in the staff report.

Councilmember Tristen Lamb moved to Approve accepting the Nina Vichayapai proposal for the temporary art installation at the Rotary Pavilion. **Motion Approved 6-0.**

11.B. 2021 First Quarter Financial Status and Investment Reports  
Finance Director, Jerica Pascoe, presented information in the staff report and reviewed the Quarterly Financial Status Report and the Investment Report.

Councilmember Lillquist asked questions of staff.

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Councilmember Mary Morgan moved to Approve accepting the 2021 First Quarter Financial Report as presented. **Motion Approved 6-0.**

**12. Miscellaneous**

12.A. Manager's Report

The City Manager reviewed the report. He also acknowledged that it was Stan Bassett Day.

12.B. Councilmembers' Reports

- Councilmember Lillquist participated in DEI Commission interviews and acknowledged that May is national bicycle month;
- Councilmember Miller attended KCCOG, Finance Committee, and the Homelessness and Affordable Housing Commission meeting
- Councilmember Goodloe participated in DEI Commission interviews and attended the Law and Justice Council meeting;
- Mayor Tabb participated in Governor Inslee's visit to Ellensburg

**13. Executive Session**

**14. Adjournment**

Meeting adjourned at 8:57 pm

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**COMMUNITY DEVELOPMENT DEPARTMENT  
501 North Anderson Street, Ellensburg WA 98926**

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**MINUTES OF ELLENSBURG CITY AFFORDABLE HOUSING COMMISSION**

**Date and Time:** Affordable Housing Commission meeting, April 7, 2021 - 4:30 p.m.

**Place of Meeting:** Remote meeting held via Zoom

**Present:** Bruce Tabb, Dolores Gonzalez, Charli Sorenson, John Perrie, Sarah Bedsaul, Hannah Tower

**Absent:** Hangtao Dang

**Others Present:** Planning Manager, Jamey Ayling; Community Development Director Kirsten Sackett; Area Director for Kittitas County Habitat for Humanity, Kelle Dvork Vandenberg

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**1. CALL TO ORDER**

Chair Tabb called the meeting to order at 4:30 pm.

**2. APPROVAL OF THE AGENDA**

Commissioner Sorenson made a motion to approve the agenda as presented. Commissioner Perrie seconded. All in favor, motion passed.

**3. APPROVAL OF MINUTES OF MARCH 3, 2021**

Commissioner Sorenson moved to approve the March 3, 2021 minutes as presented. Commissioner Perrie seconded. All in favor, motion passed.

**4. NEW BUSINESS**

**5. OLD BUSINESS**

**6. STAFF UPDATE/DISCUSSION ITEMS**

**a. Affordable Housing Applications**

Planning Manager Ayling provided an update on the affordable housing applications. He explained the status of the Hopesource project. They are currently in the process of selecting a contractor for the project. Once an application is turned into the Community Development Department, it will be scheduled for a pre-application meeting. There was discussion on the timing of the project. A question was raised about the terms of the contract and a desire to make sure that the applicant submitted within the timeframe required in the contract. Chair

Tabb asked that this be a talking point at the next commission meeting.

The Habitat for Humanity Water/Bender project is making good progress. They have already been through their pre-application meeting. They have also submitted their SEPA checklist, long plat application and critical area application, and they have a team on board with an ambitious timeframe. Tabb said it would be nice to get some publicity on this project when they are ready to build. Vandenberg said she would be happy to partner on the publicity.

Ayling said that the City also has a pending application for the community garden site. Ayling will be looking to set up a pre-application meeting during April and then bring it to the Commission in May. Gonzalez asked if the Commission would be using the matrix to review the application. She understands that they are not competing, but it would be a good tool to make sure they have met all the metrics. There was discussion on how to use the matrix to determine if a proposed project would meet the criteria. All Commissioners agreed it would be important to use the matrix, as not all projects will be recommended for approval. Vandenberg said there would be benefit in documenting how the decision was made to award a project or not.

It was clarified that the applicant would be present at the AHC meeting to give a presentation and answer questions from the commission.

Tabb asked the Commission if an area was determined to be weak, should they allow for an opportunity for the weak area to be addressed by referring back to staff and working with them to meet the criteria to improve the score. Discussion ensued on this topic.

## **b. Budget**

Ayling provided an overview of the current budget. There was some discussion on revenue predictions.

## **c. Housing Action Plan**

Ayling said staff participated in a Kick-off meeting with BERK last week. We will be developing the City's Housing Action Plan in coordination with BERK, the AHC, the Planning Commission and a Stakeholder Advisory Group (SAG). We will hold three meetings of the SAG and we do want 2 members of the AHC to participate on the SAG. Hungtao confirmed with Ayling that he can participate on the SAG, and Bedsaul affirmed that she would also like to be part of the SAG.

Ayling and Sackett explained that the Dept of Commerce had put together a webinar last year to explain the purpose of a Housing Action Plan, the various steps, and possible strategies. Sackett said that the Commission members could learn a lot more about the process by watching the webinar. While it is 90 minutes long, she recommended watching at least the first 21 minutes, or even to minutes 39. She will forward the link to all of the Commissioners to watch the presentation on their own schedule.

Ayling then showed the Affordable Housing dashboard available on the City website. He reminded the Commission of all of the great data that we already collect, and how it will be updated and used to inform the work of the Housing Action Plan.

Sackett noted that once we do have some completed affordable housing projects, we will be adding those successes to the Dashboard as well.

## **7. CITIZEN COMMENT**

Vandenberg asked if the City would be opposed to having the City dashboard linked to other city websites. She said she would like to provide a link from the local Habitat for Humanity website, and Tabb stated that there should be no issues with that.

## **8. COMMISSION REPRESENTATIVE UPDATE**

## **9. ADJOURNMENT**

Chair Tabb adjourned the meeting at 5:27 pm.

# University Way Banner Request Form

Contact Person: Andrea Eklund Phone Number: 253-347-9273

Name of Event/Program: Annual CWU fashion show

Banner Dates (Monday-Sunday): May 24-June 7, 2021



\* Example of a correctly made banner.

- I have contacted CWU Scheduling Services and reserved the banner dates.
  - Phone 509-963-1321 or 509-963-1641, Email: [schedule@cwu.edu](mailto:schedule@cwu.edu)
  
- This Banner is a **maximum of 30' x 52"** and a **minimum of 24' x 48"** with **3" turnback at the top and bottom of the banner that will allow steel cable to be strung through it, and no grommets.**
  - - We recommend that wind flaps be cut into the banner to prevent wind damage. (Additional fees may apply, if CWU provides the services of adding wind flaps to your banner).
  
- I have contacted the City of Ellensburg for approval to hang this banner on the above dates.  
City of Ellensburg: Phone 509-925-8614 Fax 509-962-7130, Email: [leaderb@ci.ellensburg.wa.us](mailto:leaderb@ci.ellensburg.wa.us)

Please Provide an Example of Your Banner in the Box Below (Please fill in writing and logos)



\* If your banner does not meet specifications, we will be unable to process your request.\*

City of Ellensburg approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Disapproval/Reasons:

\_\_\_\_\_

CWU Student Union Operations approved by: \_\_\_\_\_

Date: \_\_\_\_\_

For more information please contact CWU Student Union Operations & Scheduling Services at 509-963-1321.  
The CWU scheduling center will not be held responsible for any weather related damage that occurs to your banner.



**KITTCOM (KITTITAS COUNTY 911)**

700 ELMVIEW RD  
ELLENSBURG, WASHINGTON 98926  
509/925-8534 • FAX 509/925-8540

MAY 3, 2021

Mayor Bruce Tabb  
501 N Anderson St  
Ellensburg, WA 98926

Mayor Tabb,

It is with great pride that KITTCOM announces the upcoming retirement of Communications Engineer Bob Johnson, effective July 1, 2021. Mr. Johnson has served KITTCOM since 1992 and has been a member of the Utility Advisory Committee for some time as an appointed representative for KITTCOM. I write you today to request a new appointment.

Bryan Clark serves as KITTCOM's Information System Administrator and will be working to cover some aspects of the Communications Engineer's position until such time as KITTCOM finds a suitable replacement for Mr. Johnson. Mr. Clark's knowledge makes him the best candidate to represent KITTCOM on the UAC.

KITTCOM requests that effective July 1, 2021 that Bryan Clark be appointed as the KITTCOM representative to the Utility Advisory Committee.

Respectfully,

A handwritten signature in blue ink, appearing to read 'George Long', is written over a horizontal line.

George Long  
Director, KITTCOM



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** May 17, 2021

**Item Title/Agenda Subject:** Resolution 2021-12 - 507 S Pine St - Swan street tree removal

**Submitted by:** Gordon Crane Public Works & Utilities

**Recommended Action or Motion:** Adopt the attached resolution authorizing Gordon Swan to remove the aforementioned tree.

**Background/Summary:** Gordon Swan is requesting permission to remove a Box Elder tree located behind the sidewalk at 505 S Pine Street.

**Previous Council Action:** None.

**Analysis:**

Tree Condition:

The tree is in good condition, and has not been topped in the past.

City Infrastructure damage: none

Tree Maintenance activity by City: none known.

Species suitability to location: Box Elder trees are on the “do not plant” street tree list. They are weak wooded and are more likely to fail in wind or snow load than better quality urban trees on the approved street tree list.

Box Elder trees also attract Box Elder bugs, which feed mainly on Box Elder tree seeds and newly developing leaves. The bugs do not sting or bite, but can become a significant nuisance when large groups of them invade homes.

In autumn, Box Elder bugs congregate in large numbers on warm rocks, trees and buildings where the sun hits. After large masses gather, they migrate to nearby buildings or homes to overwinter.

Private damage claims processed by the City: None known.

Removal of the tree is appropriate. It is an undesirable species.

**Financial Impact:** None for the City. The cost will be borne by the applicant.

**Attachments:**

[507 S Pine St - Swan request](#)

[507 S Pine St - Swan tree removal graphics](#)

[Resolution 2021-12 - 507 S Pine St - Swan street tree removal](#)

Hi Gordon,

I'm writing to request city approval to have a tree removed; it is the large Box Elder tree in front of our rental house at 507 S Pine Street, Ellensburg. I have contacted Paul Waddington to discuss this project.

The residents of the duplex have experience swarms of box elder bugs outside, which get into the apartments, end up in food, on bedding, and throughout the house. Apparently, removal of this female tree is the best way to control the insects.

We would follow by planting another tree in the front yard.

Thank you,

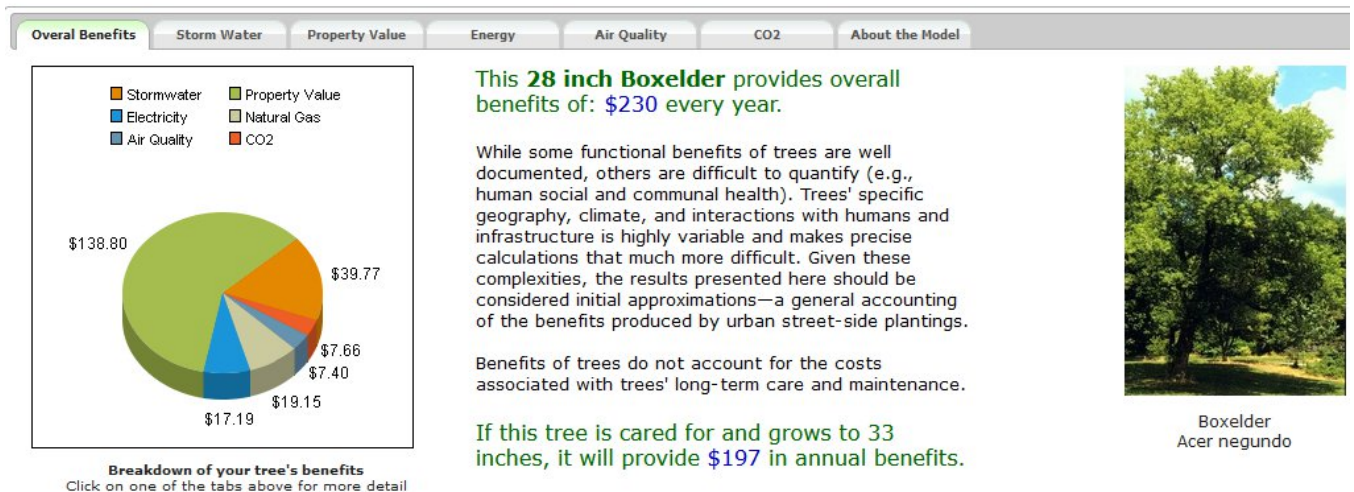
Gordon Swan  
2611 Willowdale Rd  
Ellensburg WA 98926



Boxelder tree

## National Tree Benefit Calculator

Beta



**RESOLUTION NO. 2021-12**

A RESOLUTION authorizing Gordon Swan to remove one street tree located at 507 S Pine St;

WHEREAS, ECC 4.36.380 requires that any person, firm or corporation may apply for the removal of street trees, subject to city council approval, under such conditions and requirements as set forth in the Ellensburg City Code;

WHEREAS, Gordon Swan has requested permission to remove one street tree;

WHEREAS, the City Arborist has reviewed the condition of the tree and the proposed replanting of the tree, and recommends the City Council authorize removal of the tree;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ellensburg, Washington, as follows:

Section 1. Gordon Swan is authorized to remove one street tree located on 507 S Pine Street. Approval is conditioned upon Gordon Swan first receiving a Street Tree Permit and Public Works Permit from the City of Ellensburg Public Works & Utilities Department for removal of the tree at Gordon Swan's expense including removal of the stump, and replanting one street tree from the City's Street Tree List in the City right of way in an approved location, within one year.

Section 2. A \$400 refundable deposit shall be posted prior to the issuance of the Street Tree Permit to assure replacement of the tree.

Section 3. Removal of the stump shall be done within 30 days of the removal of the tree.

ADOPTED by the City Council of the City of Ellensburg this May 17, 2021.

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MAYOR

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CITY CLERK



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** May 17, 2021

**Item Title/Agenda Subject:** COHO Water Resources Water Planning

**Submitted by:** Ryan Lyyski Public Works & Utilities

**Recommended Action or Motion:** Authorize City Manager to sign contract with COHO Water Resources

**Background/Summary:** Staff routinely uses consulting expertise in the City's water rights planning. The attached contract will continue the City's work on water planning strategy.

**Previous Council Action:** N/A

**Analysis:** Staff and consultant will provide future updates to the Utility Advisory Committee as the year progresses. Staff recommends Council authorize the City Manager to sign the proposed contract with COHO Water Resources.

**Financial Impact:** Proposed contract with COHO Water Resources is in the amount of \$62,700. Adequate funding exists in the 2021 Water Fund for this work.

**Attachments:**  
[COHO Contract](#)  
[Scope of Work](#)

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF ELLENSBURG  
AND  
COHO WATER RESOURCES, LLC**

**RELATING TO: WATER SUPPLY MANAGEMENT**

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this 17<sup>th</sup> day of May, 2021 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and Coho Water Resources, an LLC authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

**1. RECITALS.**

1.1. The CITY desires to obtain professional services for work related to the Water Supply Management project.

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

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

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

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

**2. SCOPE OF WORK.**

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

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

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

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

**3. TIME OF PERFORMANCE.** The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2021. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

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

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

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

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

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

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

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

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

allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing and shall not exceed the lesser of \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$6,000. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

## **5. MAXIMUM COMPENSATION.**

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$62,700. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

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

## **6. RELATIONSHIP OF PARTIES.**

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

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

CONSULTANT's status as an independent contractor.

## **7. WORK PRODUCT AND DOCUMENTS.**

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

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

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

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

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

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

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices

and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

## **10. SUBCONTRACTING.**

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

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

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

## **11. SUPERVISION, INSPECTION AND PERFORMANCE.**

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

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

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

under this Agreement.

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

**13. EXTRA WORK.** The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

**14. TERMINATION.**

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

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

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

## **15. INDEMNIFICATION/HOLD HARMLESS.**

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

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

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

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

## **16. INSURANCE.**

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

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

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

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

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

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

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

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

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

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

16.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

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

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance

and shall not contribute with it.

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

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

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

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

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

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

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

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

City of Ellensburg  
Department of Utilities & Public Works  
Attention: Ryan Lyyski  
501 N. Anderson  
Ellensburg, WA 98926

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

**CONSULTANT:**

By:

Printed Name: Chris Pitre

Title: Principal

Tax ID#: 47-5581030

**THE CITY OF ELLENSBURG:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



Ryan Lyyski, Director of Utilities & Public Works  
City of Ellensburg  
501 North Anderson St.  
Ellensburg, WA 98926

**Re: WATER SUPPLY MANAGEMENT**

Dear Ryan:

This scope of work is presented to the City of Ellensburg (City) for Coho Water Resources, LLC (Coho) to address a range of water supply tasks. The tasks were developed with the City over the last five years. This scope of work presents a deliberate process for implementing selected tasks.

**Table 1: Task and budget summary.**

TASK	BUDGET
1. Water Supply Strategic Planning	\$6,000
2. Water Right Review	\$18,000
3. ASR Coordination	\$9,000
4. Groundwater Monitoring Network	\$9,400
5. Water Right Files	\$12,500
6. Water System Plan Review.	\$1,800
<b>TOTAL:</b>	<b>\$ 56,700</b>

Chris Pitre and Coho have served the City on a variety of projects since 2001, including:

- Water Supply Planning (2001); and, Strategic Water Supply Review (2016).
- Water right changes (City Wells, Mount Stuart [several changes]; 2002-2018).
- New water right (Illinois Well; 2021).
- Installation and testing of production wells (Route 10, Hayward, Illinois; 2008-2020).
- Critical Areas Ordinances, Best Management Practices (2005).
- On-going water supply planning (2017-2021).

Coho is well-qualified to conduct this work on the basis of: 1) familiarity with the City's assets and needs; 2) experience and familiarity with stakeholders and regulators within the Yakima Valley and water right law and policy; and, 3) knowledge of the hydrogeology of the Kittitas Valley and relevant technical acumen. Coho is committed to looking out for the City's best interests.

## 1. SCOPE OF WORK (Exhibit A - Services)

The six tasks listed on the first page are expanded upon below generally following this structure:

- Purpose
- Description
- Assumptions
- Deliverables
- Schedule
- Budget

A detailed breakdown of the budget for the proposed work is presented in Section 2 (Schedule, Rates & Budget). All meetings and presentations will be by telephone or video conference.

### 1.1. Water Supply Strategic Planning (\$6,000)

**Purpose:** To manage and coordinate multiple on-going water supply-related efforts, further develop strategies to manage and protect water rights, and respond to developing situations that may affect them.

**Description:** Coho will prepare for and attend periodic video conference calls as scheduled by the City.

**Assumptions:** Any tasks assigned in the conference calls should be clearly accounted for with respect to authorized budget and scope.

**Deliverables:** Attendance at conference calls. Agenda and meeting notes, as appropriate. Minor follow-up actions.

**Schedule:** As scheduled by the City.

**Budget:** A total budget of \$6,000 is allocated to this task. Four hours per call is budgeted (\$600), allowing for ten calls.

## 1.2. Water Right Review (\$18,000)

**Purpose:** To evaluate possible water right change(s) through the Kittitas County Water Conservancy Board (WCB) to: 1) add add Points of Diversion (PODs) for multiple possible purposes; and, 2) change the period of use to year-round. This will help make water more available for multiple municipal uses (e.g., municipal drinking water supply, aquifer storage and recovery, and streamflow augmentation).

**Description:** The application will request:

- Evaluate adding PODs.
- Evaluate changing the period of use to year-round.
- 

**Budget:** A budget of \$18,000 is allocated to this task.

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## 1.3. Aquifer Storage and Recovery (ASR) Coordination (\$9,000)

**Purpose:** To support obtaining a pre-feasibility grant from the Washington Department of Ecology (Ecology) and work with City staff. The grant will fund a prefeasibility assessment of Aquifer Storage and Recovery (ASR) by the City. The better position the City to obtaining follow-on grants.

**Description:** Coho will consult directly with the City, which may include discussion of best strategies for securing the City's water rights. A presentation may be made to City staff and/or elected officials describing possible pathways to full project realization and off-ramps. Talking points may be prepared to respond to public inquiries.

Coho will attend and make presentations to meetings in which the City's ASR proposal will be reviewed. The first meeting is with the Groundwater Subcommittee of the Yakima Basin Integrated Plan leads (with Tom Ring, Michael Callahan and Urban Eberhart). The second meeting is with the full Groundwater Subcommittee. Derek Mayo will be attending these meetings, now being a member of the Subcommittee as well as representing the City as the proposal proponent. Coho will review with Mr. Mayo the presentations before these meetings and prepare Mr. Mayo to represent the City.

Coho will assist in drafting a scope of work and a contract between the City and Ecology.

Coho will monitor other grant funding opportunities.

**Assumptions:** The level of effort proposed is the minimum recommended. The ultimate objective is to obtain grant funding for a drinking water treatment plant and possibly improving the reliability of the 24-inch transmission main running from City Wells to the City's service area. The more effort applied early in the process, the smoother, more productive and timelier will be the products, including securing grants.

**Deliverables:** Meeting with Mr. Mayo in advance of presenting to representatives of the Subcommittee. Presentation to co-chairs of the Subcommittee. Presentation to the full Subcommittee. Draft scope of work for a contract between the City and Ecology. Communications with the City. Two Presentation to City staff: 1) near the start of the pre-feasibility study so the City can provide direction for the pre-feasibility work; and, 2) before delivery of the pre-feasibility to ensure the City is comfortable with the findings before they are presented elsewhere. Prompts to the City for grant applications.

**Schedule:** Meeting with Mr. Mayo will be at a mutually agreeable time. Presentations to co-chairs of the Subcommittee and the full Subcommittee as scheduled.

**Budget:** A budget of \$9,000 is allocated to this task.

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#### 1.4. Groundwater Monitoring Network (\$9,400)

**Purpose:** To establish a network of data collection points to monitor and record groundwater levels within the extents influencing the City's groundwater supply. The resulting dataset will support water management decisions, and detect seasonal and long-term trends which might affect the groundwater supply and management decisions.

**Description:** The objective is to eventually establish a monitoring network that will create a three-dimensional understanding of groundwater levels within the extents influencing the City's groundwater supply. This information will support:

- Management of well operations, including diagnosis of well performance issues.
- Sustainability of the groundwater resource to supply drinking water.
- Water right applications.
- An ASR program.

Coho will:

- Conduct a desk-top assessment to identify available and candidate groundwater monitoring points. This may include wells owned by the City. Readily-available historical water level data will be compiled (e.g., provided by the City, and obtained from well completion reports/logs and water right files).
- Contact Ecology to see if there are any monitoring wells available to incorporate into or supplement the City's groundwater monitoring network.
- Work with the City to understand how data from the City's Supervisory Control And Data Acquisition (SCADA) system may be used.
- Conduct a field reconnaissance to assess the suitability of identified points and provide recommendations to the City for retrofitting access points.
- Provide an interim technical memorandum recommending:
  - Six to 10 points for consideration.
  - Options for associated water level recording equipment and software. Variables considered will include cost and ease of operation. The City will decide what equipment and associated software to use, and will purchase any equipment.
  - Retrofit needs: adjustments to existing wells to allow transducer installation, if necessary. The City will do any retrofits needed.

A final memorandum will consolidate information from throughout the effort of this task, provide baseline and photodocumentation of points established, and plots of historical data. A section of the memorandum will be developed for each established monitoring point following a prescribed format (e.g., cover sheet, well details/log, instrumentation details, photodocumentation, data compilation, historical water level plot.) Details of data collection will be outlined. Recommendations will be provided for candidate points for expanding the groundwater monitoring network, and periodic reporting (e.g., annual or triennial).

### **Assumptions:**

Coho will: Make two trips to the field: 1) one trip to identify candidate monitoring points and retrofit needs; and, 2) one trip to install instrumentation.

The City will:

- Implement needed retrofits of wells.
- Provide SCADA system details examples (e.g., data resolution, type, download and manipulation capabilities). A test data download will be provided by the City, consisting of a 2-month period of data from three or so selected wells as a proof of concept.

- Purchase any required water level recording equipment (e.g., pressure transducers and data loggers). The cost of typical water level recording equipment can range from \$700 to \$2,000 per installation.
- This task does not include on-going management of data collection and equipment maintenance, which may be scoped on a quarterly basis.

**Deliverables:** Coho will deliver a final memorandum documenting activities and installations.

**Schedule:**

1. An interim memorandum presenting candidate monitoring points and equipment will be provided to the City within two months after authorization to proceed.
2. A field reconnaissance will be conducted within two weeks after the City reviews the interim memorandum selects the appropriate water level recording equipment.
3. Equipment will be installed within two weeks after the City completes any necessary retrofits and obtains equipment (Coho will facilitate acquisition of equipment).
4. A final memorandum will be provided two weeks after installations are complete.

**Budget:** A budget of \$9,400 is allocated to this task.

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### 1.5. Water Right File Compilation (\$12,500)

**Purpose:** To create easily accessible and oriented contemporary files of existing documentation for seven water rights for the City's reference. Coho has already compiled documents for the Airport water right (G4-05359C) in this manner and provided it to the City as an example.

**Description:** Files for the following seven water rights will be compiled:

- |                             |                           |
|-----------------------------|---------------------------|
| ■ Airport (G4-05359)        | ■ Memorial (G4-00550)     |
| ■ Anderson (G4-00549)       | ■ Mount Stuart (G4-25307) |
| ■ City Wells (G4-00551)     | ■ Rodeo (G4-00693)        |
| ■ Lions Mt. View (G4-27814) |                           |

Each water right file will contain the following:

- Table of contents.
- Coho's summary of the file, including completeness, context, assessment, and recommendations to improve the content of the file.

- Related well logs obtained from Ecology's on-line well log database and hydrogeological reports. Hydrogeological reports may also be provided or cited.
- Water right documents obtained from Ecology's on-line resource (<https://apps.wr.ecology.wa.gov/waterrighttrackingssystem/WaterRights/default.aspx>).
- Additional documents that may be requested and received from Ecology.
- Documents provided by the City.

Water right documents will be compiled in reverse chronological order. Identical duplicate pages will be eliminated. Apparent missing pages will be identified. Supplemental materials, such as well installation and testing reports, well redevelopment memoranda, and other technical documents, will be referenced.

### **Deliverables:**

Seven water right files in both electronic and hard-copy format:

- Electronic versions will be bookmarked Adobe Acrobat PDFs.
- Two hardcopies (1 for the City, 1 for Coho) will be produced, consisting of: a three-ring binder to allow for addition or replacement of pages; tabbed dividers; over-size pages reduced to letter size; and, a screen shot of the PDF bookmarks included as a table of contents for each water right file.

**Schedule:** This work will be conducted over time within the Time of Performance of this scope of work (December 31, 2021). Priority will be given to specific water rights as needs may arise.

**Budget:** A budget of \$12,500 is allocated to this task. An average of approximately \$1,800 is allocated per water right file, including printing costs.

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### **1.6. Water System Plan Review (\$1,800)**

**Purpose:** To review aspects of the draft water system plan being prepared by RH2 Engineering, Inc. in which Coho is proficient (e.g., source characterization and water rights).

**Description:** Coho will review Chapters 6 (Water Source and Quality) and 9 (Water System Improvements) and provide general comments on the remainder of the water system plan, excluding appendices.

**Deliverables:** Review will be provided to outside legal counsel for incorporation into other comments for presentation to the City.

**Schedule:** Comments will be provided within one week of direction being provided by the City.

**Budget:** A budget of \$1,800 is allocated to this task.

## 2. SCHEDULE, RATES & BUDGET

Schedule (Exhibit B): The Time of Performance will extend through December 31, 2021.

Rates (Exhibit C): This work will be conducted on a time and materials basis using the rates in Table 2.

**Table 2: Rates. (Exhibit C)**

Labor	\$150/hr
Travel (tolls, gas, car rental, ferries)	\$150/trip Seattle-Ellensburg round trip
Hotel	\$120/night
Per diem	\$50/day
Contractors, including drillers	Cost + 15%
Subconsultants and other expenses	Cost + 10%

Budget (Exhibit D): A budget of \$56,700 is allocated to this scope of work (Table 3). Coho may reallocate budget between tasks in response to recognized efficiencies and needs within the total project budget.

**Table 3: Budget. (Exhibit D)**

Task	Budget
1. Water Supply Strategic Planning	\$6,000
2. Water Right Review	\$18,000
3. ASR Coordination	\$9,000
4. Groundwater Monitoring Network (\$400 expenses)	\$9,400
5. Water Right Files (\$500 expenses)	\$12,500
6. Water System Plan Review.	\$1,800
<b>TOTAL:</b>	<b>\$56,700</b>

**3.**

## 4. INVOICING & PROGRESS REPORTS

Coho will submit invoices with progress reports to the City within two weeks of the end of each month. Progress reports will summarize:

- Work conducted in the period of the invoice.
- Work anticipated to be conducted in the coming month.
- Significant changes in approach and/or budget (actual, anticipated and/or requested).

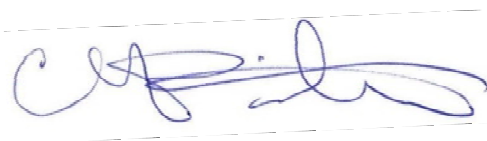
### LIMITATIONS

Coho will conduct this work to meet professional standards at the place and time in which it is conducted, within the limitations of time and budget.

Thank you for this opportunity to be of service. We appreciate the complex challenge of managing the City's water resource assets and look forward to continuing to support the City in this work.

Sincerely,

**Coho Water Resources, LLC**



Chris Pitre  
Principal  
(206) 406-9596  
[chris@cohowr.com](mailto:chris@cohowr.com)

cc: Derek Mayo, City Engineer  
Sherry Wilhelm, Coho Water Resources, LLC



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** May 17, 2021

**Item Title/Agenda Subject:** Resolution to Reject All Bids for Bid Call No. 2021-03 for the 2021 Residential Sidewalk Repair Program

**Submitted by:** Josh Mattson Public Works & Utilities

**Recommended Action or Motion:** Adopt resolution to reject all bids.

**Background/Summary:** Bids were opened at 3:00 pm on April 29th, 2021 for the 2021 Residential Sidewalk Repair Program Project. Western Excavating, Inc. was the apparent low bidder. However, after further review, the bid was deemed non-responsive due to submittal of an incomplete bid package lacking a required bid schedule.

The second bid, submitted by Belsaas and Smith Construction, is therefore the only responsive bid. This bid, however, is higher than the amount budgeted for the project. Council is being requested to reject the low bid from Belsaas and Smith Construction and direct staff to rebid with a reduced project scope under a new bid call.

Bid schedule "A" was for general repair of concrete curbs and sidewalks in the City, including the replacement/upgrades of ADA ramps.

Bid schedule "B" consisted of improvements associated with improvements on Capitol Ave. between Sprague Street and Anderson Street, including the installation of new curb/gutter, sidewalks, ADA ramps and driveways.

Bid schedule "C" consisted of improvements associated with the south side of 6th Ave., north of City Hall, between Sprague Street and Anderson Street. This work involved the installation of new curb/gutter, paverstone sidewalks, ADA ramps and new expanded, diagonal parking on 6th Street.

Separate bid schedules "D" & "E" established unit prices for all

City departments to utilize throughout 2021 for curb and sidewalk repairs required by their respective operations.

**Previous Council Action:** None

**Analysis:** The project was advertised and bids were received as follows:

Western Excavating, Inc.	Non-Responsive
Belsaas and Smith Construction	\$ 541,948.44
<b><i>Engineer's Estimate</i></b>	<b>\$ 396,051.54</b>

The bid submitted by Belsass and Smith Construction is higher than the budget. The higher than anticipated bid is likely due in large part to the high volume of work in Kittitas County and limited availability of construction material supplies nationwide.

Western Excavating, Inc. was found non-responsive due to submittal of an incomplete bid package lacking a required bid schedule.

**Financial Impact:** None

**Attachments:**  
[Resolution 2021-12 - Reject all bids](#)

**RESOLUTION NO. 2021-13**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, rejecting all bids for the 2021 Residential Sidewalk Repair Program project, Bid No. 2021-03

WHEREAS, the City of Ellensburg (“City”) has an identified capital improvement public works project for repair and installation of concrete curbs, sidewalks, ADA curb ramps, and improved street parking within City streets; and

WHEREAS, the City solicited sealed public bids for this capital improvement public works project, identified as Bid Number 2021-03; and

WHEREAS, on April 29, 2021, two bids were received and opened by the City; and

WHEREAS, one bid received was deemed non-responsive due to an incomplete bid package; and

WHEREAS, the other bid received substantially exceeded the engineer’s estimate and the available funding for the project; and

WHEREAS, pursuant to RCW 35.23.352(1), the City Council may, by resolution, reject all bids and authorize further calls for bids in the same manner as the original call; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ellensburg, Washington, as follows:

Section 1. All bids received for Bid No. 2021-03, the 2021 Residential Sidewalk Repair Program project, are hereby rejected and the Public Works and Utilities Director is hereby authorized to make further calls for bids in the same manner as the original call for this project.

ADOPTED by the City Council of the City Ellensburg this 19<sup>th</sup> day of May, 2021

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** May 17, 2021

**Item Title/Agenda Subject:** Re-Submittal of Project Acceptance – Bid Call No. 2020-02, 2020 Residential Sidewalk Repair Program

**Submitted by:** Josh Mattson Public Works & Utilities

**Recommended Action or Motion:** Re-Accept Bid Call 2020-02 as complete

**Background/Summary:** Work on the 2020 Residential Sidewalk Repair Program has been completed. Council accepted Bid Call No. 2020-02 at its April 19th, 2021 meeting. Council is now being requested to accept a re-submittal of the bid call 2020-02 as complete due to the contractor making a late request for payment of work completed under the contract in 2020.

The project consisted of four schedules of work:

- Bid schedule “A” was for planned general sidewalk repair and upgrades
- Bid schedule “B” consisted of work associated with the Transit System, including the installation of 10 bus shelters, bus pullouts, and other transit improvements.
- Bid schedules “C” & “D” established unit prices for all City departments to utilize throughout 2020 for on-call curb and sidewalk repairs required by their respective operations.

**Previous Council Action:** Council awarded Bid Call 2020-02 at its March 16th, 2020 regular meeting. Council adopted Ordinance 4851 at its June 1st, 2020 regular meeting to allow for up to 50% city participation on sidewalk repairs/replacements for Commercial and Industrial properties when budget is available and as approved by the Public Works and Utilities Director. Council first accepted Bid Call No. 2020-02 as complete at its April 19th, 2021 meeting.

**Analysis:** The original contract amount bid for the project was \$449,682.34. The first final project cost approved at Council’s

April 19<sup>th</sup>, 2021 meeting was \$515,546.57. The updated final project cost is now \$519,394.47. The increased cost resulted from a recent request from the contractor for payment of work completed on the contract in 2020 and not requested for inclusion in the first final payment. This additional payment applies to utility on-call Bid Schedule "D".

**Financial Impact:**

Sufficient budget exists within the utility on-call schedule to complete the additional payment requested for Bid Schedule "D".



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** May 17, 2021

**Item Title/Agenda Subject:** Ellensburg School District RFP for Fiber Optic Services

**Submitted by:** Ben Faubion Information Technology

**Recommended Action or Motion:** The City of Ellensburg Telecom Utility requests Council affirm the contract with Ellensburg School District for fiber optic services that was due by March 25, 2021 and approve the necessary budget adjustments.

**Background/Summary:** The City has been providing fiber optic services to the Ellensburg School District since 1999, before the telecom utility was formed in 2013. The five year service agreement for the Telecom Utility fiber services provided to the Ellensburg School District through E-Rate is set to expire June 30, 2021.

**Previous Council Action:** None

**Analysis:** With the need for fiber services to new school locations for Mt. Stuart and Ida, the Ellensburg School District published an RFP through the Universal Service Administrative Company for E-Rate funding to cover 70% of the school's costs. The RFP was published February 24, 2021 and the City was notified on March 10. The City managed to prepare a proposal for design costs and responded to the RFP with a successful response. The signed contract was executed March 25, 2021, due to the urgency of continuing services without interruption.

**Financial Impact:** The Telecom Utility Fiber Optic Services five year agreement with the Ellensburg School District is for \$45,182 for the installation charge and a \$3,098 monthly recurring charge for five years. A \$45,182 budget adjustment is necessary to accommodate the cost to install service at the two new locations.

**Attachments:**

[Signed Contract](#)

[USAC FCC FORM 470 APPLICATION 210025960 CERTIFIED](#)

[EB21 RFP Category 1 Fiber Service Final](#)

# CITY OF ELLENSBURG

## TELECOMMUNICATIONS SERVICE AGREEMENT

Permit # \_\_\_\_\_  
 Received by \_\_\_\_\_  
 Date \_\_\_\_\_

OWNER INFORMATION		ELLENSBURG SERVICE LOCATION INFORMATION	
<b>Name</b>	<u>Ellensburg School District 401</u>	<b>Street</b>	<u>All Sites per RFP (9 total)</u>
<b>Street</b>	<u>1300 East 3rd Ave</u>		
<b>City/Zip/State</b>	<u>Ellensburg / 98926 / WA</u>		
<b>Home Phone</b>	<u>509-925-800</u>	<input type="checkbox"/> Customer	<input checked="" type="checkbox"/> Public Agency
<b>Work Phone</b>	<u>509-925-8019</u>		<input type="checkbox"/> Service Provider
SERVICE CHARGES			
Service To Be Provided	GBS	Installation Charge	Monthly Recurring Charges
1 Dark fiber services (within City)	<u>N/A</u>	<u>\$ 45,182.00</u>	<u>\$ 3,098 (Dual Strand)</u>
2 Network services (within City)	<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>
3 Network services (outside of City)	<u>_____</u>	<u>_____</u>	<u>_____</u>
4 Bulk direct Internet access	<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>
	Taxes	<u>\$ _____</u>	<u>\$ _____</u>
			N/A
	TOTALS	<u>\$ 45,182.00</u>	<u>\$ 3,098</u>
5 Agreement term	<input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input checked="" type="checkbox"/> 5 Years		

CUSTOMER ACKNOWLEDGES THAT BY SIGNING THIS AGREEMENT THEY HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE, INCLUDING THE LIMITATION OF LIABILITY SET FORTH IN ECC 9.110.090.

Site Parcel Number: \_\_\_\_\_ Assigned Site Address: \_\_\_\_\_

Executed this 24<sup>th</sup> day of March, 2021

Applicant / Owner Signature: Brian Aik

Authorized City Representative: [Signature]

**CITY OF ELLENSBURG**  
**TELECOMMUNICATIONS SERVICE AGREEMENT**  
**TERMS AND CONDITIONS**

1. This Agreement supercedes all prior agreements, whether written or oral between the parties. In all matters not specifically agreed to or identified herein, state law and/or the Ellensburg City Code shall govern this Agreement.
2. The undersigned ("Customer") agrees to pay the City of Ellensburg ("City") for Monthly Recurring Charges (MRC). The City reserves the right to annually adjust the monthly recurring charges and will provide at least 30 days' advance notice of any changes, which would take effect on January 1st of the subsequent year. The MRC of this Agreement shall not exceed a total of \$25,000 per year.
3. The Customer grants the City the right to remove (and replace) or otherwise disturb, lawns, shrubs and other property on the Customer's premises as reasonably necessary for the purpose of installing an extension hereunder. The Customer 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.
4. Prior to commencement of construction, Customer shall provide the City with adequate legal rights for construction of the telecommunications facilities across all properties, including property not owned by the Customer. Customer grants 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 Customer's property and for future extensions to provide service to adjoining properties.
5. If Customer wishes to change the Services or add additional Services, Customer and the City shall execute an Amendment describing such changes or additions. No service may be resold by the Customer.
6. 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 security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.
7. Liability of City for service(s) provided under this Agreement is limited by the terms of ECC 9.110.090, a copy of which is available from the City Clerk or online at <http://www.codepublishing.com/wa/ellensburg/?Ellensburg09/Ellensburg09110.html>.
8. Each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions.
9. This Agreement is governed by and subject to the laws of the State of Washington. Any lawsuit regarding the terms of this Agreement must be brought in Kittitas County Superior Court of the state of Washington or federal District Court for the Eastern District of Washington.
10. If any portion of this Agreement is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.
11. Customer also agrees to pay a one-time installation charge to the City for work as designed and invoiced based on the applicant/owner application for telecommunications service, which must be paid in full before the City will commence work, and does hereby grant unto the City of Ellensburg Energy Services Department, a municipal corporation and to its successors or assigns, the right to install and maintain a telecommunications distribution line, with the necessary appurtenances in connection therewith, on the following described property in the City of Ellensburg, Kittitas County, State of Washington, and more particularly described on the reverse side of this Agreement.
12. The Customer or the City may terminate service by giving 30 days advance written notice to the other party of its intention to terminate service.
13. Early Termination Charges: If the Customer terminates this Agreement hereunder for reasons other than Cause; then Customer may be required by the City to pay, within thirty (30) days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to fifty percent (50%) of the "MRC" for the then current term (and any pro rata portion thereof for any partial then current term) remaining in the un-expired portion of the then current term on the date of such termination. In the event of early termination by the Customer, Customer shall not be entitled to reimbursement of fees already paid to the City and shall not be entitled to receive services from the City as specified in the Agreement.



## FCC Form 470 – Funding Year 2021

Form 470 Application Number: 210025960

EB21-47001

### Billed Entity

ELLENSBURG SCHOOL DISTRICT 401  
1300 EAST 3RD AVE  
ELLENSBURG, WA 98926  
KITTTITAS  
509-925-8000

### Contact Information

Mike Welch  
mike.welch@esd401.org  
509-925-8019

**Billed Entity Number:** 145418

**FCC Registration Number:** 0011913472

### Application Type

**Applicant Type:** School District

**Recipients of Services:** New Construction School; Public School;  
Public School District

**Number of Eligible Entities:** 9

### Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
Funds for Learning	16024808	405-341-4140	jharrington@fundsforlearning.com

### Consultants

Name	Phone Number	Email
Aubrey Pattison	405-471-0926	apattison@fundsforlearning.com
Brian Guire	405-341-4140	bguire@fundsforlearning.com
Candy Miller	405-471-0921	cmiller@fundsforlearning.com
Cathy Cruzan	405-471-0965	ccruzan@fundsforlearning.com
Dirk Schroeder	405-471-0941	dschroeder@fundsforlearning.com
John Harrington	405-341-4140	jharrington@fundsforlearning.com
Lori Fadok	405-471-0970	lfadok@fundsforlearning.com
Micah Rigdon	405-341-4140	mrigdon@fundsforlearning.com
Nicholas Shipley	405-471-0974	nshipley@fundsforlearning.com
Sean Lock	405-471-0918	slock@fundsforlearning.com
Verlyne Jolley	405-471-0950	vjolley@fundsforlearning.com
Zach McLemore	405-471-0933	zmclmore@fundsforlearning.com

### RFPs

Id	Name
117013	EB21_RFP_Category 1 Fiber Service_Final

### Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Leased Dark Fiber		Detailed in RFP	Detailed in RFP	9	9	Fiber Strands	Yes	117013

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Leased Lit Fiber		1 Gbps	50 Gbps	9	9	Circuits	Yes	117013

**Description of Other Functions**

<b>Id</b>	<b>Name</b>
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<b>Narrative</b>
The District is seeking bids for Lit Fiber and Dark Fiber Services for 1 Gbps to 40 Gbps. Vendors are required to provide separate pricing for eligible and ineligible components of a bundled service. For more information regarding the Dark Fiber services, please see RFP.

**Category Two Service Requests**

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
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**Description of Other Manufacturers**

<b>Id</b>	<b>Name</b>
-----------	-------------

<b>Narrative</b>

**Technical Contact**

**State and Local Procurement Restrictions**

Ellensburg School District will consider 1-year, multi-year, and agreements with voluntary extension options. All vendors should clearly identify both eligible and ineligible costs within the bid proposals. All questions and bid responses should be received in writing to: Mike Welch Technology Director mike.welch@esd401.org
---

**Billed Entities**

<b>Billed Entity Number</b>	<b>Billed Entity Name</b>
145418	ELLENSBURG SCHOOL DISTRICT 401

**Certifications**

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

**NOTICE:**

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS

tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

**Authorized Person**

Mike Welch  
ELLENSBURG SCHOOL DISTRICT 401  
1300 EAST 3RD AVE  
ELLENSBURG, WA 98926  
KITTITAS  
509-925-8019  
mike.welch@esd401.org

**Certified Timestamp**

02/24/2021 06:25 PM EST

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The work of this Section applies to the provisions of the Contract. The revised General Conditions, Special Project Conditions, and other Contract information apply to the Work of this Section.

1.02 E-RATE PROPOSAL PACKAGE

- A. Provide all proposer's and proposer's sub-contractor(s) E-rate Service Provider Identification Number (SPIN) numbers required for proposal.
- B. The following cost breakout numbers are required on the proposal. Attach proposal with the following breakouts:
  - 1. Provide total cost summary and total costs summary for eligible and non-eligible portions of the e-rate proposal.
    - a. The Proposer shall determine the eligibility of products, equipment, labor, and reoccurring maintenance costs; based on the USAC Schools and Libraries eligibility list and supplemental documents.
- C. Include proposed itemized costs for maintenance and support for each of the following itemized breakouts. In each proposed cost, separate and itemize the portion that is eligible and non-eligible for possible e-rate reimbursement.
- D. District design standard listed manufacturer was used as a guideline for the basis of design. An approved equivalent for any equipment and sub parts may be submitted for review.

1.03 SUMMARY

- A. District Wide Fiber Infrastructure – Provide the following proposals:
  - 1. Provide a proposed materials and labor itemized cost breakdown for a “Dark Fiber” service capable of 40Gb (20Gb redundant) dedicated to each site, to Ellensburg District Office, Ellensburg High School, Morgan Middle School, Valley View Elementary School, Lincoln Elementary School, Mt. Stuart Elementary School, Transportation Department and Maintenance Facility. Provide proposals for both a physical star and a physical ring (loop).
    - a. Include costs for equipment and fiber termination within each building. Include the following:
      - 1) Ellensburg High School
      - 2) Morgan Middle School
      - 3) Valley View Elementary School

Ellensburg School District  
District Wide Fiber Service

- 4) Lincoln Elementary School
  - 5) Mt Stuart Elementary School
  - 6) Transportation Center
  - 7) Ellensburg District Office
  - 8) Maintenance Center
  - 9) Ida Nason Aronica Elementary
- b. Provide cost breakouts for each school as separate line items. Include in the proposal; reoccurring monthly/yearly costs to the Owner for continued ongoing maintenance and operation service costs, including network equipment. Include in the proposal; minimum contract terms. Include in the proposal an option to pay the upfront “build-out” costs in a monthly contract. In each cost, separate and itemize the portion that is eligible and non-eligible for possible e-rate reimbursement.
  - c. Provide the same proposal for a service capable of 20Gb with 10Gb optics.
2. Provide a proposed materials and labor itemized cost breakdown for an optional “Lit Fiber” service, capable of 10Gb dedicated to each site, to Ellensburg District Office, Ellensburg High School, Morgan Middle School, Valley View Elementary School, Lincoln Elementary School, Mt. Stuart Elementary School, Transportation Department and Maintenance Facility. Include costs for fiber termination within each building. Include in the proposal; reoccurring monthly/yearly costs to the Owner for continued ongoing service. Include in the proposal; minimum contract terms. In each cost, separate and itemize the portion that is eligible and non-eligible for possible e-rate reimbursement.
    - a. Provide the same proposal for a service capable of 20Gb with 10Gb optics.

B. District Wide Networking Equipment necessary for Dark Fiber network

1. Include in the proposal (4) 10Gb optical modules compatible with Owners equipment at each of the schools, and (2) 10Gb optical modules compatible with Owners equipment at each of the District Facilities.
  - 1) (4) 10Gb optical modules compatible with Owners equipment at each of the schools, and (2) 10Gb optical modules compatible with Owners equipment at each of the District Facilities (District Office, Transportation Department, and Maintenance Building).
  - 2) Ellensburg High School – Cisco 9500 series (or equivalent)with VSS configuration. Provide an additional 10Gb

Ellensburg School District  
District Wide Fiber Service

optical modules compatible with Owners equipment as necessary to complete configuration. Provide an additional SFP module with the physical star topology option as necessary.

- 3) Morgan Middle School – Cisco 9500 series (or equivalent).
  - 4) Valley View Elementary School – Cisco 9500 series (or equivalent).
  - 5) Lincoln Elementary School – Cisco 9500 series (or equivalent).
  - 6) Mt Stuart Elementary School – Cisco 9500 series (or equivalent).
  - 7) Transportation Center – Cisco 9500 series (or equivalent).
  - 8) Ellensburg District Office – Cisco 9500 series (or equivalent) with VSS configuration. Provide an additional (12) 10Gb optical modules compatible with Owners equipment. Provide an additional SFP module with the physical star topology option.
  - 9) Maintenance Center – Cisco 9500 series (or equivalent).
  - 10) Ida Nason Aronica Elementary School - Cisco 9500 series (or equivalent)
- C. Prospective vendors can provide bids on either parts of the project (A or B) or all of the project (A and B).
- D. Vendors must be able to accommodate future growth of the school district within any multi-year contracts in the event that new facilities or school locations are added to the district.

END OF SECTION

VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF ELLENSBURG, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

  
AUDITING OFFICER

5/10/2021  
DATE

CLAIMS VOUCHERS AUDITED AND CERTIFIED BY THE AUDITING OFFICER HAVE BEEN RECORDED ON THE ATTACHED LISTING, WHICH HAS BEEN MADE AVAILABLE TO THE COUNCIL AS OF THIS **17TH DAY OF MAY 2021**. THE COUNCIL, BY A VOTE, HAS APPROVED FOR PAYMENT THE VOUCHERS INCLUDED IN THE ABOVE LIST AND FURTHER DESCRIBED AS FOLLOWS:

Claims Fund				Total Amounts
Check #'s	152980	TO	153195	\$ 996,588.07
EFT #'s	4817	TO	4847	\$ 1,196,670.42

Payroll Fund				Total Amounts
Check #'s	95324	TO	95327	\$ 7,406.22
Direct Deposits	61627	TO	61849	\$ 387,209.48

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

ATTEST: \_\_\_\_\_  
CITY CLERK



LANDMARKS AND DESIGN COMMISSION  
501 N. Anderson St. Ellensburg, WA 98926

and



KITITAS COUNTY HISTORICAL SOCIETY  
114 E 3rd Ave, Ellensburg, WA 98926

---

Dear Ellensburg City Council,

The month of May, 2021, has been proclaimed as Historic Preservation Month by the City of Ellensburg. Our historic districts have always been a distinctive part of Ellensburg's identity, and much effort goes into the preservation of our unique collection of historic buildings and residences.

One method of protecting our historic identity is through the work and oversight of the Landmarks and Design Commission, which is responsible for:

- Protecting, preserving, and enhancing the social, cultural, and economic, environmental, aesthetic, and natural values that have established the desirable qualities and unique character of Ellensburg.
- Promoting and enhancing the construction and maintenance practices that encourage visual quality throughout Ellensburg.

This year, as part of Historic Preservation Month, the Landmarks & Design Commission and the Kittitas County Historical Society, would like to recognize some of the outstanding historic preservation projects that took place within our community from 2020 and into 2021.

The projects being recognized this year are buildings that are at least 50 years old, and have been recently completed or substantially completed, with extensive exterior or interior rehabilitation.

Ellensburg has a unique collection of historic buildings and residences that contribute value to our downtown and residential neighborhoods. The hard work and attention to detail these projects demonstrate honor the historic character of the buildings, while also updating them to meet the needs of the community now, and in the future.

The attached slides depict just a few of the historic commercial buildings and residences within our community we would like to publicly recognize and honor tonight, and includes the following:

**Commercial Buildings:**

Geddis Building

Built ca. 1889 (317-1/2 N Pearl Street)

McCormak Building

Built ca. 1940 (200 E. 4<sup>th</sup> Ave)  
New York Café  
Built ca. 1910 (116 W 3<sup>rd</sup> Ave)

**Residential Buildings:**

Anne and Fred Redmon House  
Built ca. 1910

Charlie Anderson House  
Built ca. 1890

Ames House  
Built ca. 1885

**Upcoming Projects:**

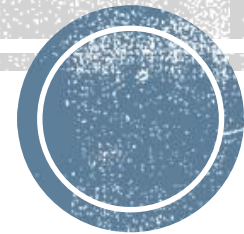
John and Linda Graf House  
Built 1908

Sincerely,

*Mollie Edson*

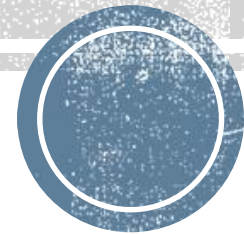
Landmarks and Design Commission- Chair

# HISTORIC PRESERVATION MONTH MAY 2021



Ellensburg Landmarks and Design Commission  
Kittitas County Historical Society

# COMMERCIAL PROJECTS



# GEDDIS BUILDING

\* Built ca. 1889 \* 317- 1/2 N Pearl Street



BEFORE



AFTER

# GEDDIS BUILDING

\* Built ca. 1889 \* 317- 1/2 N Pearl Street



BEFORE



AFTER

# McCORMACK BUILDING

\* Built ca. 1940 \* 200 E. 4<sup>th</sup> Ave



BEFORE



AFTER

# McCORMACK BUILDING

\* Built ca. 1940 \* 200 E. 4<sup>th</sup> Ave



BEFORE



AFTER

# NEW YORK CAFE BUILDING

\* Built ca. 1910 \* 116 W 3<sup>rd</sup> Ave.



BEFORE



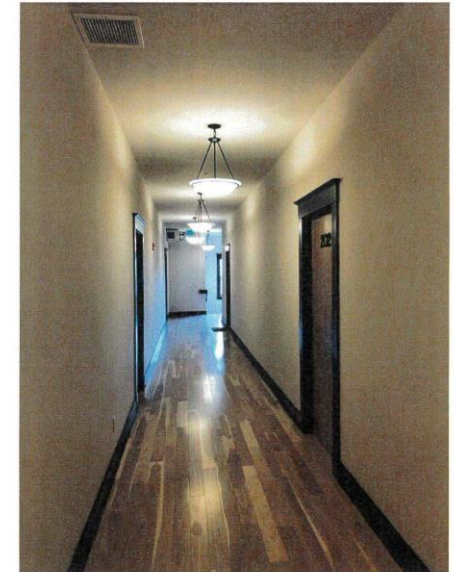
AFTER

# NEW YORK CAFE BUILDING

\* Built ca. 1910 \* 116 W 3<sup>rd</sup> Ave.

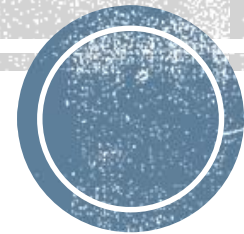


BEFORE



AFTER

# RESIDENTIAL PROJECTS



# ANNE AND FRED REDMON HOUSE

\* Built ca. 1910



BEFORE



AFTER

# ANNE AND FRED REDMON HOUSE

\* Built ca. 1910



BEFORE



AFTER

# CHARLIE ANDERSON HOUSE

\* Built ca. 1890



BEFORE



AFTER



# CHARLIE ANDERSON HOUSE

\* Built ca. 1890



BEFORE



AFTER

# CHARLIE ANDERSON HOUSE

\* Built ca. 1890



BEFORE



AFTER

# AMES HOUSE

\* Built ca. 1885 \* 109 E 6<sup>th</sup> Ave

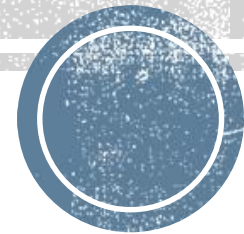


BEFORE



IN PROGRESS

# UPCOMING PROJECT

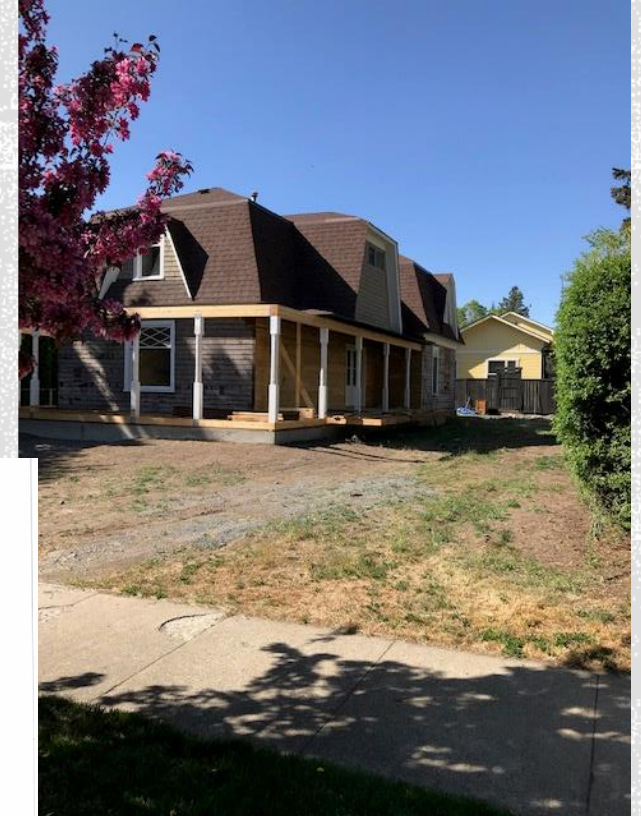


# JOHN AND LINDA GRAF HOUSE

\* Built ca. 1908 \* 109 E 10<sup>th</sup> Ave



BEFORE



IN PROGRESS



HISTORIC



## CITY COUNCIL AGENDA REPORT

**City Council Meeting Date:** May 17, 2021

**Item Title/Agenda Subject:** Board and Commission Applications and Requests for Reappointment

**Submitted by:** Laurie Gigstead City Manager Department

**Recommended Action or Motion:**

1. Conduct introductions of the new applicants; and
2. Consider the Requests for Reappointment and new applications.

**Background/Summary:** Five people have recently applied to serve on various boards and commissions. There are thirteen terms expiring on various boards and commissions on May 31, 2021 and eleven people have requested to be considered for reappointment. Gayl Curtiss (Planning Commission) and Jack Frost (Parks and Recreation Commission) are stepping down effective May 31, 2021. Staff will prepare letters of appreciation for the Mayor's signature.

As directed by Council, applications and requests for reappointment are presented to Council for consideration. The attached chart shows current and upcoming vacancies and applicants. Copies of the Applications for Appointment and requests for reappointment are included with the agenda report.

**Previous Council Action:** At the May 3, 2021 Council meeting, Council approved a motion to defer the consideration of the reappointments to the May 17, 2021 meeting and directed staff to invite all interested persons to attend the meeting for introductions. Staff contacted thirteen people that had previously applied and listed alternate choices on their application. Three people have requested that their applications be forwarded to Council for consideration and have been invited to the meeting for introductions. Three people declined and seven people did not respond after two attempted contacts. Staff also received two other new applications during this time period.

**Analysis:** The five new applicants have been invited to the meeting for

introductions and are interested in current or upcoming (5-31-21) board or commission vacancies.

**Financial Impact:** N/A

**Attachments:**

[B and C Agenda Report Chart 5-17-21](#)

[B and C Applications for Appointment  
Requests for Reappointment](#)

[Gayl Curtiss Resignation](#)

Boards and Commissions	Affordable Housing Commission	Arts Commission	Building Appeals Board	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	5	3	7	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	2	0	3	6	3	5	6	4	4	6	6	5	4	7
Current Members Outside City Limits	1	5	3	0	1	5	1	1	2	3	0	1	0	2	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	2	0	0	1	1	0	1	0	1	0	2	1	0
Terms Expiring 5/31/21		3						3			3*	1		3	
APPLICANTS															
Daphne Condon							1 <sup>st</sup>								
Ali Brown											1 <sup>st</sup>				
Sigrid Davison												1 <sup>st</sup>			
Christine Reynolds													1 <sup>st</sup>		
Yngrid Winter													1 <sup>st</sup>		

\* One person did not request reappointment so will create an additional vacancy effective 5/31/2021

Boards and Commissions	Affordable Housing Commission	Arts Commission	Building Appeals Board	Civil Service Commission	Diversity, Equity & Inclusion Commission	Ellensburg Business Development Authority Board	Environmental Commission	Landmarks and Design Commission	Library Board	Lodging Tax Advisory Committee	Parks and Recreation Commission	Planning Commission	Public Transit Advisory Committee	Senior Citizens Advisory Commission	Utility Advisory Committee
MEMBERS	7	7	5	3	7	9	7	7	7	7	7	7	7	7	7
Residency Requirements	Y	N	N	Y	Y	N	Y	Y	Y	N	Y	Y	N	N	Y
Current Members within City Limits	6	2	0	3	6	3	5	6	4	4	6	6	5	4	7
Current Members Outside City Limits	1	5	3	0	1	5	1	1	2	3	0	1	0	2	0
Current Members Outside but in UGA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VACANCIES	0	0	2	0	0	1	1	0	1	0	1	0	2	1	0
Terms Expiring 5/31/21		3						3			3*	1		3	
APPLICANTS															
Jerald Dougherty		Re-App													
Alex Eyre		Re-App													
Brian Kooser		Re-App													
Maurice Blackson								Re-App							
Mollie Edson								Re-App							
Amy McCoy								Re-App							
Laci Harrison											Re-App				
Shari Smith											Re-App				
Wendy-Jean Fischer														Re-App	
Marcia Hedrick														Re-App	
Mildred Miller														Re-App	

\* One person did not request reappointment so will create an additional vacancy effective 5/31/2021

## Laurie Gigstead

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, May 4, 2021 2:52 PM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

**CAUTION - EXTERNAL EMAIL:** The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

### Application for Appointment

Application for Appointment  
*For volunteering to serve on a Board or Commission*

Boards & Commissions      Environmental Commission

Name of Applicant:      Daphne Condon

Address

Mailing Address (If  
Different)

City      Ellensburg

State      WA

Zip      98296

Email Address

Phone Number

Length of Residence in  
Ellensburg      one year

Do you live within the city  
limits?      Yes

If applying for the Sr.  
Citizens' Advisory Board, are  
you at least 55 years of  
age?      No

Occupation Status and  
Background:      I am a Graduate Research and Teaching Assistant at Central  
Washington University studying Cultural and Environmental  
Resource Management (CERM). My thesis work involves

utility-scale solar permitting best practices in Kittitas County, Washington. Previously, I attended Western Washington University (WWU) where I received my BA in Environmental Policy with a minor in Leadership. I have held positions at the WWU sustainability club, as well functioned as Hall Council Historian where I helped to advocate for sustainability on campus. Outside of academia, I love to volunteer and assist the community, as well as learn new ways to reduce waste and live sustainably.

---

Organization Affiliations: Central Washington University, Cultural and Environmental Resource Management (CERM) Master's Program.

---

Why are you seeking appointment? I am seeking appointment to hopefully contribute my academic and personal knowledge the community's environmental concerns.

---

Will you be able to attend meetings regularly if appointed? Yes

---

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

---

Boards & Commissions Utility Advisory Commission

---

Boards & Commissions Planning Commission

---

Email not displaying correctly? [View it in your browser.](#)

**From:** noreply@civicplus.com  
**Sent:** Monday, March 8, 2021 1:45 PM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

**CAUTION - EXTERNAL EMAIL:** The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

## Application for Appointment

Application for Appointment  
*For volunteering to serve on a Board or Commission*

Boards & Commissions	Diversity, Equity, and Inclusion
Name of Applicant:	Ali Brown
Address	
Mailing Address (If Different)	<i>Field not completed.</i>
City	Ellensburg
State	WA
Zip	98926
Email Address	
Phone Number	
Length of Residence in Ellensburg	3 years this time, 2 years prior
Do you live within the city limits?	Yes
If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?	<i>Field not completed.</i>
Occupation Status and Background:	I am currently on disability due to a chronic illness, but my background is varied. I attended CWU and majored in Psychology with a minor in sociology and criminology. As far as

occupational background, I have worked in the food service industry in both front of house and back of house, as both staff and management; I have been a teaching assistant, office assistant and been a store manager for a small retail store. The last job I had, before having to stop working, was as a nanny for an autistic boy and his sister. I have worked in all kinds of different places, which has given me an opportunity to work with people from all different walks of life.

---

Organization Affiliations: I have worked with Special Olympics Washington, Rotary International, Make-A-Wish Foundation

---

Why are you seeking appointment? My father grew up in Ellensburg. He has told me horror stories of how "others" were treated in this town in the 50's and 60's. I still see a very large divide here and the BIPOC community does not feel welcome, overall, here. I want to use my place of privilege to be a part of the solution.

---

Will you be able to attend meetings regularly if appointed? Yes

---

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions Parks and Recreation Commission

---

Boards & Commissions Affordable Housing Commission

---

Email not displaying correctly? [View it in your browser.](#)

**From:** noreply@civicplus.com  
**Sent:** Friday, March 19, 2021 12:25 PM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

**CAUTION - EXTERNAL EMAIL:** The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

## Application for Appointment

Application for Appointment  
*For volunteering to serve on a Board or Commission*

Boards & Commissions      Diversity, Equity, and Inclusion

Name of Applicant:      Sigrid Davison

Address

Mailing Address (If Different)      *Field not completed.*

City      Ellensburg

State      WA

Zip      98926

Email Address

Phone Number

Length of Residence in Ellensburg      7 years

Do you live within the city limits?      Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?      No

Occupation Status and Background:      I am the Associate Director, Diversity and Inclusivity at Central Washington University. In the role, I provide strategic leadership and planning to promote and strengthen diversity

and inclusiveness, build effective pathways for professional success and capacity for action in justice, equity, diversity and inclusion. Currently, I am a doctoral student at Northeastern University in the College of Professional Studies Graduate School of Education's Organizational Leadership Studies track and am anticipating graduation in 2021. For my doctoral work, I have partnered with Ellensburg High School and the principal, Beau Snow. I am ABD in Social Psychology and have a MS in Social Psychology at Syracuse University and a BA in Psychology at the University of Washington – Seattle. As a member of the Society for College and University Planning, I facilitate strategic planning development workshops and am an evaluator for the Northwest Commission on Colleges and Universities.

I have over 20 years experience in social justice and social justice education, and over 12 years' experience designing and teaching academic credit bearing courses, as well as developing, implementing and evaluating programs and workshops grounded in substantiated research and best practices of social justice education.

---

Organization Affiliations: Central Washington University, Society for College and University Planning (SCUP), Northwest Commission on Colleges and Universities (NWCCU), Ellensburg High School, Washington Association of Latino Administrators and Superintendents (WALAS)

---

Why are you seeking appointment? I believe that I have skills and knowledge that will significantly support an implementable pathway to advance diversity, equity and inclusion. This is work I do well and for which I have a great deal of passion. Also, this appointment would facilitate my efforts for change at CWU, and my efforts at CWU would facilitate the work I do with the commission. CWU's employees are a part of the problem, the experience, and the solution. Lastly, I am excited to take on a new challenge to work in a different industry (city government), with people for whose invested interest is personal and enduring, and who are interested in taking immediate action towards a long-term vision. Ellensburg is on the cusp of change; I would like to be a part of the effort to encourage, prepare and establish this community as an attractive place to call home, not only in a geographically and economically convenient sense, also socially and culturally.

---

Will you be able to attend meetings regularly if appointed? Yes

---

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions Planning Commission

Boards & Commissions *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

## Laurie Gigstead

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, May 6, 2021 8:07 PM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

**CAUTION - EXTERNAL EMAIL:** The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

### Application for Appointment

Application for Appointment  
*For volunteering to serve on a Board or Commission*

Boards & Commissions      Public Transit Advisory Committee

Name of Applicant:      Christine Reynolds

Address

Mailing Address (If Different)      *Field not completed.*

City      Ellensburg

State      Wa.

Zip      98926

Email Address

Phone Number

Length of Residence in Ellensburg      5 years

Do you live within the city limits?      Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?      *Field not completed.*

Occupation Status and Background:      Stay at home mom and wife

Organization Affiliations:      NA

Why are you seeking appointment?

I love taking the bus everywhere. I don't drive because I'm legally blind, so i take the bus. I would love to help out in any way I can.

Will you be able to attend meetings regularly if appointed?

Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions

*Field not completed.*

Boards & Commissions

*Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

## Laurie Gigstead

---

**From:** noreply@civicplus.com  
**Sent:** Friday, March 12, 2021 6:35 AM  
**To:** Laurie Gigstead  
**Subject:** [Ext] Online Form Submittal: Application for Appointment

**CAUTION - EXTERNAL EMAIL:** The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

### Application for Appointment

Application for Appointment  
*For volunteering to serve on a Board or Commission*

Boards & Commissions      Diversity, Equity, and Inclusion

Name of Applicant:      Yngrid Winter

Address

Mailing Address (If Different)      *Field not completed.*

City      Ellensburg

State      WA

Zip      98926

Email Address

Phone Number

Length of Residence in Ellensburg      3 years

Do you live within the city limits?      Yes

If applying for the Sr. Citizens' Advisory Board, are you at least 55 years of age?      No

Occupation Status and Background:      I am currently a farm hand working for Green Bow Farm

Organization Affiliations: ECTA  
Socialist Rifle Association

Why are you seeking appointment? I seek to be part of meaningful change in our community. As a gay trans woman in an interracial relationship, I see how prevalent racism and other forms of bigotry are in this town, and I want to help change that.

Will you be able to attend meetings regularly if appointed? Yes

If your first choice, as listed above, is not available, which other boards or commissions would you be interested in serving on?

Boards & Commissions Public Transit Advisory Committee

Boards & Commissions Affordable Housing Commission

Email not displaying correctly? [View it in your browser.](#)

RECEIVED  
APR 22 2021  
CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Arts Commission

My term on Arts Commission expires on May 31, 2021. Please consider reappointing me to another four-year term.

Thank you for your consideration.

Sincerely,

  
Jerald Dougherty

RECEIVED  
APR 26 2021  
CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Arts Commission

My term on Arts Commission expires on May 31, 2021. Please consider reappointing me to another four-year term.

Thank you for your consideration.

Sincerely,

*Requested Reappointment via Email 4/26/21*

Alex Eyre

RECEIVED

APR 22 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

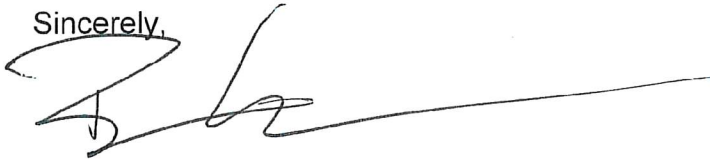
Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Arts Commission

My term on Arts Commission expires on May 31, 2021. Please consider reappointing me to another four-year term.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Kooser', with a long horizontal line extending to the right.

Brian Kooser

RECEIVED  
APR 12 2021  
CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Landmarks and Design Commission

My term on Landmarks and Design Commission expires on May 31, 2021.  
Please consider reappointing me to another four-year term.

Thank you for your consideration.

Sincerely,



Maurice Blackson

RECEIVED

APR 19 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Landmarks and Design Commission

My term on Landmarks and Design Commission expires on May 31, 2021.  
Please consider reappointing me to another four-year term.

Thank you for your consideration.

Sincerely,



Mollie Edson

RECEIVED

APR 14 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Landmarks and Design Commission

My term on Landmarks and Design Commission expires on May 31, 2021.  
Please consider reappointing me to another four-year term.

Thank you for your consideration.

Sincerely,



Amy McCoy

RECEIVED

APR 22 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Parks and Recreation Commission

My term on Parks and Recreation Commission expires on May 31, 2021. Please consider reappointing me to another three-year term.

Thank you for your consideration.

Sincerely,



Laci Harrison

RECEIVED

APR 22 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Parks and Recreation Commission

My term on Parks and Recreation Commission expires on May 31, 2021. Please consider reappointing me to another three-year term.

Thank you for your consideration.

Sincerely,



Shari Smith

RECEIVED

APR 12 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Senior Citizens Advisory Commission

My term on Senior Citizens Advisory Commission expires on May 31, 2021.  
Please consider reappointing me to another two-year term.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Mildred C. Miller". The signature is written in a cursive style with a small vertical mark above the letter 'i' in "Miller".

Mildred Miller

RECEIVED

APR 26 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

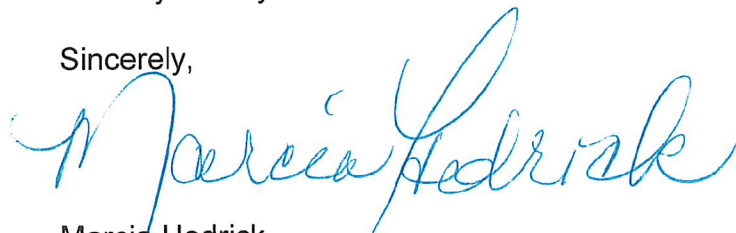
Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Senior Citizens Advisory Commission

My term on Senior Citizens Advisory Commission expires on May 31, 2021.  
Please consider reappointing me to another two-year term.

Thank you for your consideration.

Sincerely,



Marcia Hedrick

RECEIVED

APR 12 2021

CITY MANAGER'S OFFICE  
ELLENSBURG, WA

April 7, 2021

Office of the City Manager  
501 North Anderson Street  
Ellensburg, WA 98926

Re: Request for Reappointment to the Senior Citizens Advisory Commission

My term on Senior Citizens Advisory Commission expires on May 31, 2021.  
Please consider reappointing me to another two-year term.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Wendy-Jean Fischer".

Wendy-Jean Fischer

## Laurie Gigstead

---

**From:** Kirsten Sackett  
**Sent:** Tuesday, May 11, 2021 8:21 AM  
**To:** Laurie Gigstead  
**Subject:** FW: [Ext] Resignation

RECEIVED  
MAY 11 2021  
CITY MANAGER'S OFFICE  
ELLENSBURG, WA

**From:** Curtie <gaylcurtiss@gmail.com>  
**Sent:** Wednesday, May 5, 2021 4:26 PM  
**To:** Kirsten Sackett <sackettk@ci.ellensburg.wa.us>  
**Cc:** fred padjen <fredpadjen@gmail.com>  
**Subject:** [Ext] Resignation

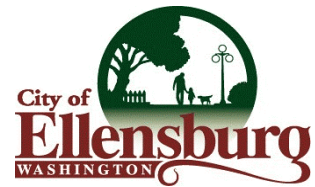
**CAUTION - EXTERNAL EMAIL:** The email below is from an external source. Please exercise caution before opening attachments, clicking links, fulfilling requests, or following guidance.

After much consideration, I have decided to withdraw my application for reappointment to the Planning Commission.

Thank you so much for the support you have provided through my tenure.

Best to you and your team.

Curtie



# MANAGER'S REPORT

DATE: May 17, 2021  
TO: Ellensburg City Council  
FROM: Heidi Behrends Cerniwey, City Manager

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## **1. Gas Division Receives System Operational Achievement Recognition.**

The City's Natural Gas Division has recently been selected as one of fifteen System Operational Achievement Recognition (SOAR) recipients recognized in 2021 by the American Public Gas Association (APGA). Out of approximately 750 APGA members, the City of Ellensburg Gas Division was selected for SOAR level Silver by its peers on the APGA Operations and Safety Committee. The selection was based on demonstrated excellence in the four areas of system integrity, system improvement, employee safety, and workforce development. The APGA press release is attached.

## **2. City Applies for Federal Funding Development for System to Convert Bio-methane from the City's Wastewater Treatment facility into Renewable Natural Gas (RNG).**

The City has applied for federal grant funding to develop the infrastructure at the Wastewater Treatment Plant which would allow excess methane discharge to be scrubbed and converted into renewable natural gas. The reclaimed RNG could then be injected back into the City's natural gas system or offered on the open market to reduce consumption of fossil natural gas. Representative Schrier recently notified the Public Works & Utilities Department that its application was one of 80 submitted to her district, and was recently selected as one of her district's top 10 projects which are still in consideration for funding. Potential award of the grants funds is not expected to be made until later this year. If the City is successful in pursuing the grant, construction would occur in 2022-23.

FOR IMMEDIATE RELEASE

CONTACT: Erin Kurilla, Vice President of Operations & Safety

Phone: (202) 905-2904

Email: [ekurilla@apga.org](mailto:ekurilla@apga.org)

APGA Congratulates the City of Ellensburg Gas Division for Operational Excellence!

*Washington, DC- (May 3, 2021) -* The American Public Gas Association (APGA) presented the City of Ellensburg Gas Division with the prestigious APGA System Operational Achievement Recognition (SOAR) for excellence in operating its natural gas utility. Public natural gas systems are entrusted by their customers to deliver clean and affordable natural gas through a safe and reliable distribution pipeline system. To accomplish this mission, a forward thinking natural gas utility constantly strives to improve its operating capabilities, overcome challenges and adapt to its changing environment.

Out of approximately 750 APGA members, the City of Ellensburg Gas Division was selected for SOAR level Silver by its peers on the APGA Operations and Safety Committee. The selection was based on demonstrated excellence in the four areas of system integrity, system improvement, employee safety, and workforce development.

System integrity refers to the natural gas distribution system performing its overall intended function safely, efficiently and effectively—distributing energy to all customers without being degraded or impaired by its internal or external environment. System improvement refers to keeping the natural gas system well maintained and up-to-date through a self-improvement program that includes both an eye on the future through research and development, technology integration and a commitment to system improvement programs. Systems that exhibit excellence in employee safety include adopting a safety program that includes policies and procedures for education involvement and accountability for all employees, as well as tracking safety performance. Lastly, workforce development focuses on creative recruitment, training, education and development practices that provide a return on investment through increased employee loyalty, motivation, safety and productivity.

APGA President and CEO Dave Schryver remarked, “The City of Ellensburg Gas Division was highly rated in all four areas that are required of SOAR. The City of Ellensburg Gas Division consistently demonstrates a commitment to providing natural gas safely and efficiently to all those in their community and as such, serves as a model for all other natural gas utilities in the country. APGA is proud to recognize the City of Ellensburg Gas Division and is confident in their continued success.”

The City of Ellensburg Gas Division was one of fifteen SOAR recipients recognized in 2021, joining the 41 previous SOAR award recipients. The system also received a plaque signifying the City of Ellensburg Gas Division’s commitment to and achievement in excellence in operating a natural gas utility system. APGA looks forward to recognizing the City of Ellensburg Gas Division at its Annual Conference in Santa Ana Pueblo, New Mexico in July.

###

*APGA is the national association of municipally and publicly-owned local distribution systems. There are about 1,000 public gas systems serving more than 5 million customers. These public gas utilities are not-for-profit retail distribution entities that are owned by, and accountable to, the citizens they serve. They include municipal gas distribution systems, public utility districts, county districts, and other public agencies that have natural gas distribution facilities.*

Currently, some of this biogas is reused in the treatment process; however, excess gas is currently being flared off. This funding opportunity would allow the necessary infrastructure upgrades to efficiently take this excess biogas (methane) through a scrubbing process and create Renewable Natural Gas (RNG). This would provide a unique opportunity to produce valuable RNG, deliver it into the City owned natural gas system, and offset the use of fossil gas. Another option would be to market this renewable energy resource and make it available to others on the west coast looking to replace higher carbon vehicle fuels.



## Contact

Buddy Stanavich  
Power & Gas Manager  
Public Works & Utilities Department  
501 N. Anderson St. | Ellensburg, WA 98926  
509.962.7225 (d) | 509.312.0792 (m) | 509.223.7825 (f)  
[stanavichb@ci.ellensburg.wa.us](mailto:stanavichb@ci.ellensburg.wa.us)

It's Renewable.  
It's Natural.  
It's Gas.



## Purpose

To promote a more sustainable energy future, the City of Ellensburg is looking into the possible development of recovering biomethane (RNG) from the City's wastewater treatment facility. The facility serves approximately 30,000 customers and is rated for flows between 8 and 15 million gallons of wastewater per day.

## Production

An estimated 6,400 MMBtu's of RNG Annually

## Revenue

Estimated annual revenue is \$200,000 - \$300,000

## Potential Benefits

- \* Methane recovery
- \* Greenhouse gas reduction
- \* Job creation
- \* Good stewardship of City's assets
- \* Enhance the sustainability in the community
- \* Strategically plans for growth
- \* Revenue source to fund necessary maintenance and capital projects
- \* Educational opportunities

## Wastewater Treatment Process

The City of Ellensburg owns and operates its own treatment plant right outside of town on Canyon Road.

When wastewater arrives at the plant, it is first filtered to remove any large debris. Then, it flows through a grit chamber, allowing heavier solids to sink to the bottom.

Next, the water runs through the primary sedimentation tank to remove grease and smaller particles. It then moves into two aeration tanks where microorganisms feed on the organic matter in the water, allowing more material to clump, and settle to the bottom.

The remaining organic solids are moved into Anaerobic digesters where biomethane is produced and captured.

The water then flows through an ultraviolet disinfection system to kill pathogens before it reenters the watershed.

After the digestion process the remaining solids are placed in drying beds for beneficial reuse as a class B fertilizer.