7. RESOLUTION NO. R-37-11

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND DESIGN WEST ARCHITECTS, P.A., FOR THE PURPOSE OF DESIGNING THE LAWSON GARDENS EVENT CENTER.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 06/07/11

ACTION REQUESTED:

Authorize a professional services agreement for the schematic design of the Lawson Gardens Event Center.

BACKGROUND:

The Lawson Gardens Event Center is envisioned as a 3,500 to 3,900 square foot building located north of the formal gardens and on the edge of the parking lot that could be used for various activities, including weddings and wedding preparations. A professional services agreement has been negotiated with Design West Architects to develop the project design through the concept and schematic design phase. Development to this phase will facilitate fund raising efforts by the Lawson Gardens Committee. The budget for this phase of the project is $27,089.00 with funding to come from the Lawson Gardens Park Endowment Trust budget.

RECOMMENDATION:

Adopt the attached resolution awarding a professional services agreement to Design West Architects for the Lawson Gardens Event Center project

FISCAL IMPACT:

$27,089.00
607.9600.576.90.41.00
BARS Code Number

SUBMITTED BY:

Name Mark Workman
Title Public Works Director
Dept. Public Works

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Resolution No. R-37-11

REVIEWED BY:

	Initial	Date
Department Head	MW	6/1/11
City Supervisor	JBA	6-2-11
City Attorney (As to Form)	[signature]	6-3-11

S.R. #048

RESOLUTION NO. R- 37 -11

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND DESIGN WEST ARCHITECTS, P.A., FOR THE PURPOSE OF DESIGNING THE LAWSON GARDENS EVENT CENTER.

WHEREAS, the City Council for the City of Pullman has before it an Agreement entitled Professional Services Agreement which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the City of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Design West Architects, P.A.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the City of Pullman at a regular meeting this _____ day of _____, 2011.

DATED this _____ day of _____, 2011.

_____
Mayor Glenn A. Johnson

ATTEST:

_____
William F. Mulholland
Finance Director

Approved as to Form:

_____
Laura D. McAloon, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2011, by and between the CITY OF PULLMAN, WASHINGTON, whose address is 325 SE Paradise Street, Pullman, WA 99163, hereinafter called the "CITY," and the consulting firm of DESIGN WEST ARCHITECTS, P.A., whose address is 254 E. Main Street, Pullman, WA 99163, the location at which work will be available for inspection, hereinafter called the "CONSULTANT." The contact person for the CITY shall be Mark D. Workman, P.E. The contact person for the CONSULTANT shall be Laurence Rose, AIA.

WHEREAS, the CITY desires to design and construct an event center at Lawson Gardens; and

WHEREAS, the CONSULTANT has represented and by entering into this Agreement now represents, that CONSULTANT is in full compliance with the statutes of the State of Washington for registration of professional architects and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner; and

WHEREAS, the CONSULTANT desires to do the work set forth in the Agreement upon the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SECTION I: OBJECTIVES AND SCOPE OF WORK

The objectives of this project are to provide a concept and schematic design for the Lawson Gardens Event Center project. The scope of services to be performed by the CONSULTANT is as indicated in the attached Exhibit A. Additional, related professional services by the CONSULTANT may be authorized at the City's discretion by written amendment to this agreement.

During the project execution, the CONSULTANT shall provide supporting information as may be pertinent and necessary, or as may be requested by the CITY, in order for the CITY to pass critical judgment on the design features of the project. The CONSULTANT shall make such minor changes, amendments, or revisions in the details of the work as may be required by the CITY provided that they are within the scope of work and are requested prior to final review by the CITY. This item does not constitute an "Extra Work" item as related in Section VIII of this Agreement. When alternates are being considered, the CITY shall have the right of selection.

The adequacy of the design shall be verified by a senior review by the CONSULTANT. The CONSULTANT will be held responsible for the accuracy of the work, consistent with Section XV of this Agreement.

SECTION II: ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The CITY will furnish the CONSULTANT any maps, drawings, and reports on file which may relate to the project.

SECTION III: DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other presentations for the work covered by this Agreement shall be furnished by the CONSULTANT to the CITY upon completion of the work specified in Section I. All such material shall become and remain the property of the CITY and may be used by it without restriction other than as described in Section XXII, Reuse of Project Documents.

- ► Design Narrative
- ► Outline Specifications
- ► Rendered Site Plan
- ► Rendered Floor Plan
- ► Rendered 3-D Perspective
- ► Cost Estimate
- ► Land Use Report
- ► Utilities Report
- ► Submittals shall be made at the 50%, 90%, and 100% phases.

SECTION IV: TIME OF BEGINNING AND COMPLETION

The CONSULTANT shall not begin work under the terms of this Agreement until authorized in writing by the CITY. All work authorized by this Agreement shall be completed within 90 calendar days after receipt of authorization to proceed. Time spent by the CITY in reviewing memorandum, reports, presentations, and conducting internal work on the project shall not count against the time allowed for completion. The CITY review time shall be measured from the date information is received by the CITY until the date that comments are received by the CONSULTANT.

SECTION V: PAYMENT

The CONSULTANT shall be paid by the CITY for completed work or services rendered under this Agreement as provided for hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Payment for all consulting services for this project shall be on a cost-reimbursable basis with a not-to-exceed amount of $27,089.

   The maximum amount payable by the CITY to the CONSULTANT under this Agreement shall not exceed said not-to-exceed amount unless a supplemental agreement has been negotiated and executed in writing by the CITY prior to incurring any costs in excess of the not-to-exceed amount.

2. Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed, but are not to be more frequent than one (1) per month. Each payment

request shall be accompanied by a spreadsheet showing a list of all tasks, their original budget amount, cost incurred through the invoice date, estimated remaining costs, and estimated total costs through completion. A short narrative or remark column shall be included. Any problems and potential causes for delay shall be noted. Failure to note any reasons for delay shall constitute a waiver of claims for delay to the date of the payment request. Payments to the CONSULTANT will be made within 30 days of receipt of the payment request.

3. Final payment of any balance due the CONSULTANT of the ultimate gross amount earned will be made promptly upon ascertainment and verification by the CITY of the satisfactory completion of the work under this Agreement and its acceptance by the CITY and the receipt of documents which are to be furnished under this Agreement.

4. Each payment by the CITY shall constitute full payment for labor, materials, supplies, equipment and incidentals to the date of CONSULTANT'S partial payment request. CONSULTANT'S acceptance of payment constitutes a waiver of any claims for payment not included in the partial payment request.

5. Payment for extra work performed under this Agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.

SECTION VI: EMPLOYMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the CONSULTANT, while engaged in the performance of any work or services required by the CONSULTANT under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said 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.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the CITY.

SECTION VII: NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, handicap, or sexual orientation except for a bona fide occupational qualification with regard to, but not limited to the

following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this Agreement may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

SECTION VIII: CHANGES IN WORK

The CONSULTANT shall make such revisions in the work included in this Agreement as are necessary to correct errors or omissions appearing therein, when required to do so by the CITY, without additional compensation.

Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof revised, other than minor revisions within the scope of the work, the CONSULTANT shall make such revisions, if requested and as directed by the CITY in writing. This work shall be considered as Extra Work and will be paid for as provided in Section V. All extra work shall be submitted as a supplement to the basic agreement and approved by the CITY Director of Public Works in writing before the work is undertaken. Said supplement may also extend the time for completion as agreed upon by the CITY and the CONSULTANT.

SECTION IX: TERMINATION OF AGREEMENT

1. The CITY reserves the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the CONSULTANT.

2. In the event this Agreement is terminated under any of its terms prior to completion of the work, a final payment shall be made to the CONSULTANT commensurate with the amount of work completed to the date of termination. The CITY is authorized to offset or deduct from any sums due the CONSULTANT any actual charges incurred by the CITY for the default of the CONSULTANT.

3. In the event this Agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings and field notes prepared by the CONSULTANT prior to termination shall become the property of the CITY.

4. Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of this Agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the Agreement will not constitute waiver of the entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

SECTION X: DISPUTES

Any dispute concerning questions of facts in connection with work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works,

whose decision in the matter shall be final and binding on the parties of this Agreement, provided, however, that if an action is brought challenging the Director of Public Works' decision, that decision shall be subject to de novo judicial review.

SECTION XI: INDEMNITY

CONSULTANT agrees to indemnify CITY from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subconsultants in connection with the project.

CITY agrees to indemnify CONSULTANT from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CITY or its employees in connection with the project.

SECTION XII: SUBLETTING OR ASSIGNING OF CONTRACTS

The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY. The CITY expects that the CONSULTANT will make reasonable attempts to keep Laurence Rose, AIA, as the Project Architect for the project.

SECTION XIII: ENDORSEMENT OF PLANS

The CONSULTANT shall place CONSULTANT'S endorsement on all reports, plans, estimates or any other engineering data furnished by CONSULTANT.

SECTION XIV: INTEREST

If payment of the amounts due, or any portion thereof, is not made as prescribed above, interest on the unpaid balance thereof will occur at the rate of one-half percent (1/2%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the CONSULTANT. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein. The CITY shall exercise reasonableness in contesting any bill or portion thereof. Where usury limits are less than the stated interest rate above, the maximum lawful interest rate shall apply to the unpaid balance.

SECTION XV: STANDARD OF CARE

The standard of care applicable to the CONSULTANT'S services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services. The CONSULTANT will re-perform any services not meeting this standard without additional compensation.

SECTION XVI: SUBSURFACE INVESTIGATIONS

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

SECTION XVII: OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedules. Therefore, the CONSULTANT makes no warranty that the CITY'S actual project costs, financial aspects, economic feasibility or schedules will not vary from the CONSULTANT'S opinions, analyses, projections, or estimates.

SECTION XVIII: ACCESS TO CONSULTANT'S ACCOUNTING RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to the CITY during the CONSULTANT'S normal business hours for a period of one year after the CONSULTANT'S final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to a cost-reimbursable type compensation.

SECTION XIX: CONSULTANT'S INSURANCE

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, or employees.

1. **Minimum Scope of Insurance**

   CONSULTANT shall obtain insurance of the types described below:

   A. 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 contractual liability coverage.
   B. 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 as an

insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the CITY.

C. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
D. Professional Liability insurance appropriate to the Engineering profession.

2. **Minimum Amounts of Insurance**

CONSULTANT shall maintain the following insurance limits:

A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
B. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.
C. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

3. **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:

A. 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 in excess of the CONSULTANT'S insurance and shall not contribute with it.
B. The CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. **Acceptability of Insurers**

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

5. **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.

SECTION XX: OWNER-FURNISHED DATA

CONSULTANT will reasonably rely upon the timeliness, accuracy, and completeness of the information provided by the CITY.

SECTION XXI: LITIGATION ASSISTANCE

The scope of services does not include costs of the CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. All such services required or requested of the CONSULTANT by the CITY, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed, unless and until there is a finding by a court or arbitrator that the CONSULTANT'S negligence caused the CITY'S damage.

SECTION XXII: REUSE OF PROJECT DOCUMENTS

All designs, drawings, specifications, documents, and other work products of the CONSULTANT are instruments of service for this project, whether the project is completed or not. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service based on facts or circumstances not contemplated in the original work, without the written permission of the CONSULTANT, will be at the CITY'S sole risk. The CITY agrees to indemnify and defend the CONSULTANT from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees, arising out of or related to such unauthorized reuse.

SECTION XXIII: FORCE MAJEURE

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

SECTION XXIV: SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the project's schedule, commitment and cost of the CONSULTANT'S personnel and subconsultants, and the CONSULTANT'S compensation may be made if warranted.

SECTION XXV: NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CITY and the CONSULTANT and has no third-party beneficiaries.

SECTION XXVI: JURISDICTION, VENUE AND APPLICABLE LAW

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The CONSULTANT consents to personal jurisdiction and venue shall be in the courts of Whitman County, Washington.

SECTION XXVII: COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties

shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

SECTION XXVIII: SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

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

CONSULTANT:
Design West Architects, P.A.

By: Lawrence C Rae

Title: VP

Date: 6·1·11

CITY:
City of Pullman, a municipal corporation
of the State of Washington

By: _____
Mayor

Date: _____

ATTEST:

By: _____
Finance Director

Exhibit A

The scope of services to be provided by CONSULTANT, budget, and billing rates for the Lawson Gardes Event Center project are as detailed in the attached documents.

DESIGN WEST

May 18, 2011

Mark Workman, Public Works Director
City of Pullman
325 SE Paradise Street
Pullman, WA 99163

RE: **Architectural & Engineering Proposal – Concept & Schematic Design Phase**
New Lawson Gardens Event Center

Dear Mark,

Thank you for selecting Design West Architects for providing design services for the proposed Lawson Gardens Event Center Building. We are familiar with the project from our discussions and meetings prior to our selection. In broad terms the project will consist of a new 3,500 – 3,900 square foot building located north of the gardens and south of the parking lot. The project will also include some amount of site development work related to the project, and other features as described in the attached meeting minutes issued May 17, 2011.

Services:
Design West Architects proposes to provide architectural and engineering services for the project described above and illustrated in the attached preliminary floor plan and site plan. The Concept & Schematic Design Phase services will include Architectural, cost estimating, survey and Civil Engineering. Our services will be provided under the basic provisions and conditions contained within a standard City of Pullman Professional Services Agreement, and shall include outline specifications, design narrative and SD Phase deliverables as listed in the attached meeting minutes issued May 17, 2011. We will facilitate 50% and 90% review / progress meetings and make corrections as directed.

Compensation:
Compensation for the basic services shall be on the basis of time and materials (reimbursable expenses), not-to-exceed the total amount defined below. The fee is broken down by phase as follows:

BASIC SERVICES:	
Concept & Schematic Design Phase (SD)	$19,539
Design Development Phase (DD)	TBD
Construction Document Preparation (CD)	TBD
Bidding & Negotiation (Bid)	TBD
Construction Administration (CA)	TBD
Total compensation all phases	TBD
OTHERS SERVICES:	
Renderings (3) images	$3,000
Civil Services (Taylor Engineering)	$800
Cost Estimates (Thomas Consulting)	$3,000
Limited Survey 200' x 400'	$450
FEE TOTAL – NTE	**$26,789**

PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO

DESIGN WEST ARCHITECTS, P.A.

254 E. MAIN STREET
PULLMAN, WA 99163
TEL. 509.332.3113
FAX. 509.332.3327
www.designwestpa.com

The fee would be invoiced monthly, based upon the actual hours of service and reimbursable expenses spent to that date. Reimbursable expenses, in addition to the compensation for professional services listed above will be billed as provided for in the standard agreement. For budgeting purposes the reimbursable expenses are not anticipated to exceed $300 for SD Phase. Please note that reimbursable expenses shall be billed at cost + 10%.

These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

Hourly Fee Rate Schedule:

Principal Architect	$140
Project Architect	$120
Architectural Technical Support	$95
Office Administration	$60

Once given approval to proceed past our SD Phase work, we will negotiate a mutually acceptable fee arrangement for the balance of the project which will include engineering and other disciplines as required and agreed.

If this is acceptable, please prepare an Owner-Architect Agreement for our review and approval. If you have any questions or would like to discuss this further, please let us know.

Sincerely,

Laurence C. Rose

Laurence C. Rose, AIA
Vice President

Attachments: Concept Floor Plan and Site Plan
Meeting Minutes issued May 17, 2011

PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO

DESIGN WEST ARCHITECTS, P.A.

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DESIGN WEST ARCHITECTS

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PULLMAN, WA 99163
TEL: 509 / 332-3113
FAX: 509 / 332-3327

Meeting Memorandum:
Pomeroy School District
Design Team Meeting
May 11, 2011

Meeting Attendees:
Kim Keizur
Merlene Greenway
Mitch Chandler
Alan Davis
Mark Workman
Laurence Rose

Prepared by:
Laurence Rose, Design West Architects

Distribution:
All Meeting Attendees (see above)
DWA Project File

Issued Date:
Tuesday, May 17, 2011

The following represents the understanding of preliminary discussions held in this meeting. The minutes are organized in subject order and do not necessarily follow the chronological order of the meeting. Revisions should be communicated to Design West Architects.

- The project is envisioned as an approximately 3,500 to 3,900 square foot building on the north edge of Lawson Garden.

- Schedule is flexible, for completion of the schematic design work within 3 - 6 months.

- Schematic Design (SD) Phase deliverables shall include:
  1. Rendered Site Plan
  2. Rendered Floor Plan
  3. Rendered 3-D Perspective
  4. Cost Estimate
  5. P & Z Report
  6. Utilities approach for water (including new fire hydrant – if required), sewer, electrical / data service.

- Conceptual Budget is envisioned at $900,000 - $1,000,000, subject to fund raising success as well as other sources.

- Topography information on hand may or may not be reliable, thus Mark will look into some preliminary spot elevations for SD phase.

- Design Discussion:
  1. The floor level of the building shall match the level of the existing plaza. The building shall be all on one level.

  2. The south wall shall be an operable glass wall system opening onto the plaza. Room darkening shades will be considered.

  3. The number and types of rooms on the 2010 concept plan were reviewed and approved.

     - **Conference / Assembly Room**
       - Approximately 2,000 square feet
       - Suitable for approximately 100 seated in rows of chairs or seated at 5' diameter round tables
       - Audio / Visual capability

- **Groom / Meeting Room**
  - Approximately 200 square feet
  - Include sink, counter and mirrors

- **Bride / Meeting Room**
  - Approximately 200 square feet
  - Include sink, counter and mirrors

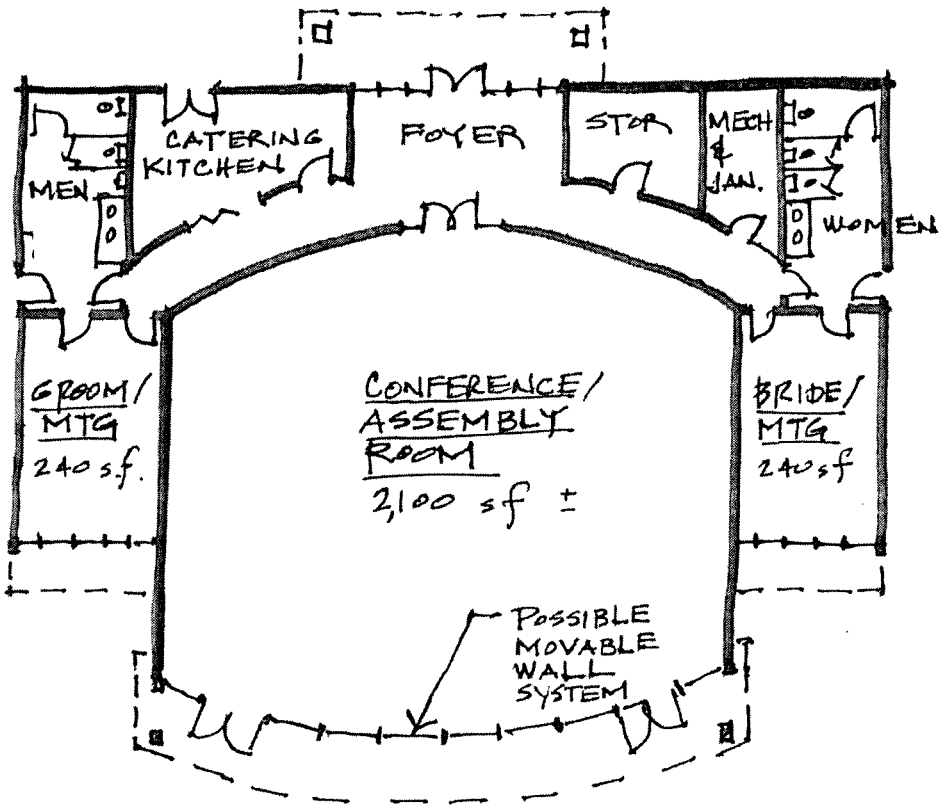
- **Restrooms**
  - Provide 3-4 water closets each
  - Need access from exterior and interior

- **Catering Kitchen**
  - This is a small serving area for catered items only, not intended for cooking or commercial dish-washing
  - Provide hand sink, moderate size clean-up sink and counter space
  - Include a 6' to 8' wide serving counter with overhead coiling counter door

- **Support Spaces**
  - Mechanical, Custodial and Storage as directed

- **Foyer**
  - Small entry area leading to interior hall accessed from covered entry

- **Other Possible Building Features**
  - Donor wall
  - Water sculpture or feature – interior and/or exterior
  - Minimal site lighting / feature lighting



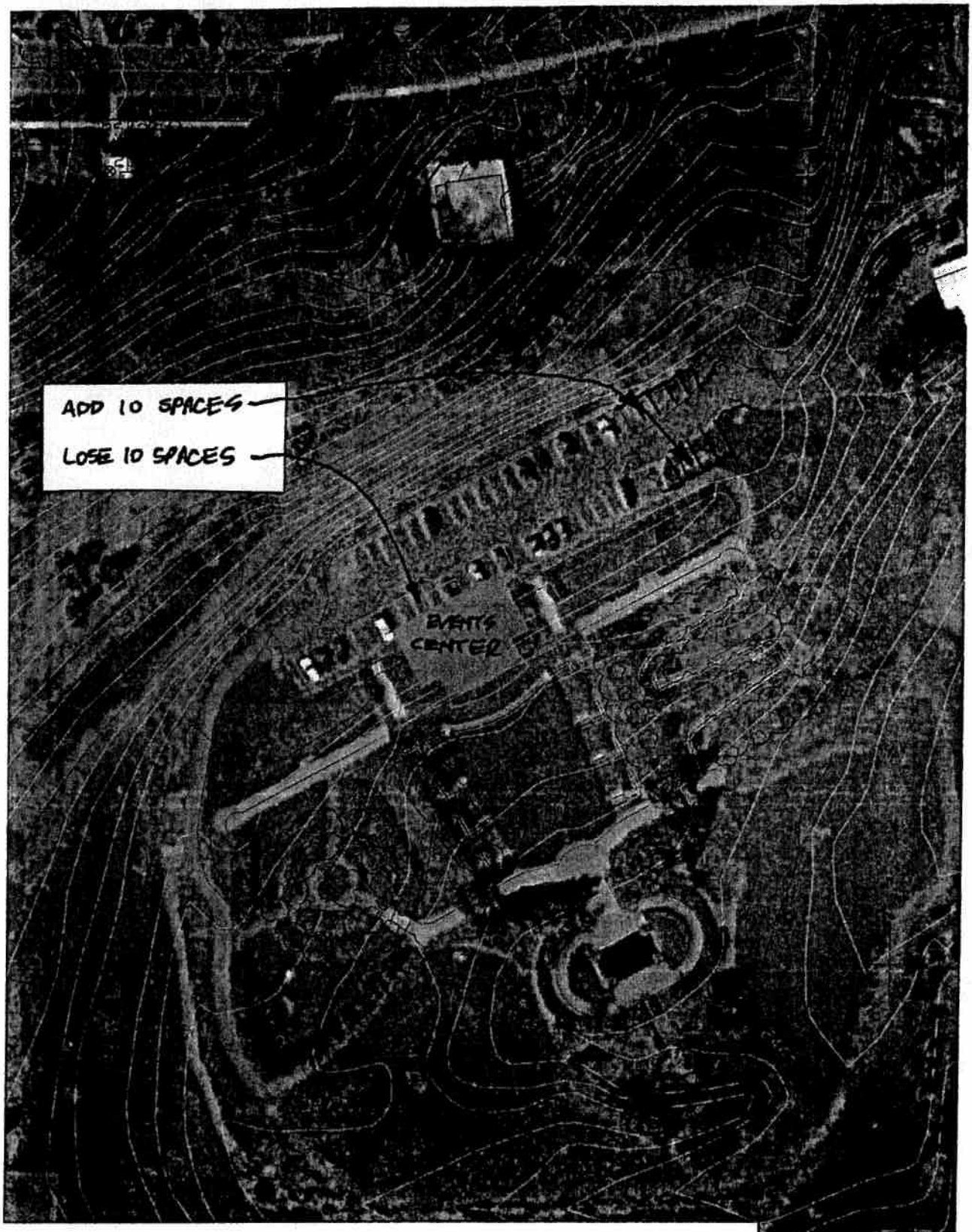
LAWSON EVENT CENTER

CONCEPT

1/16" = 1'-0"

3,500 sf ±

@LPOSE DWA 2010



LAWSON GARDEN EVENT CENTER

N

NO SCALE

7.30.10

© DWA

8. RESOLUTION NO. R-38-11

A RESOLUTION AUTHORIZING THE 2011-2012 SCHOOL YEAR SERVICE EXTENSION FEE AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE PULLMAN SCHOOL DISTRICT NO. 267 FOR THE PURPOSE OF PROVIDING TRANSPORTATION FOR STUDENTS ON THE PULLMAN TRANSIT SYSTEM.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 6/7/11

ACTION REQUESTED:

Approval of the service extension for the 2011-2012 school year between the City of Pullman and the Pullman School District No. 267 for the transportation of their students on the Pullman Transit System.

BACKGROUND:

Since the early 1980s, the City of Pullman and the Pullman School District have had an agreement to transport their students living in Pullman to and from school. The agreement calls for the School District to pay a set fee for service that is provided every day and for Dial-A-Ride service that might be provided. We currently negotiate the costs annually based on the service levels that the Pullman School District and the City feel are needed. The flat fee they pay for the year is paid in ten monthly payments (September through June) and the Dial-A-Ride service fee will be billed as necessary.

By evaluating the service they need each year, they are able to keep their costs to a minimum. This also allows the School District to utilize other services we offer. The agreement covers the use of all fixed route service, tripper service and the Dial-A-Ride service offered during the week. It does not include allowing School District students to ride any services we may provide on the weekends by showing the School District pass. If they wish to ride on Saturday, they must pay the youth fare. For the 2011-2012 school year the Pullman School District has agreed to pay $109,069 for the service Pullman Transit will provide. This is an increase of $4,396 over what they paid for the 2010-2011 school year.

RECOMMENDATION:

That the council by resolution, agree to service extension for the 2011-2012 school year between the City of Pullman and the Pullman School District No. 267 for the transportation of their students on the Pullman Transit System.

FISCAL IMPACT : $ 109,069

SUBMITTED BY:

Name Rod Thornton
Title Transit Manager
Dept. Public Works/Transit

REVIEWED BY:	Initial	Date
Department Head	MW	6/1/11
City Supervisor	[illegible]	6/2/11
City Attorney (As to form)	[illegible]	6-2-11

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. RESOLUTION No. R-38-11

S.R. #049

RESOLUTION NO. R- 38 -11

A RESOLUTION AUTHORIZING THE 2011-2012 SCHOOL YEAR SERVICE EXTENSION FEE AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE PULLMAN SCHOOL DISTRICT NO. 267 FOR THE PURPOSE OF PROVIDING TRANSPORTATION FOR STUDENTS ON THE PULLMAN TRANSIT SYSTEM.

WHEREAS, the City Council for the city of Pullman has before it a service extension fee agreement for the 2011-2012 school year which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said service extension fee agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the service extension fee agreement attached hereto and marked as Exhibit "A" and to deliver an executed copy thereof to the Pullman School District.

IT IS FURTHER RESOLVED that the Mayor and finance director are hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2011.

DATED this _____ day of _____, 2011.

_____
Mayor Glenn A. Johnson

ATTEST:

_____
Finance Director
William F. Mulholland

Approved as to Form:

_____
City Attorney Laura D. McAloon

CITY OF PULLMAN

Pullman Transit and Dial-A-Ride

775 N.W. Guy Street, Pullman, WA 99163
Transit (509) 332-6535 Dial-A-Ride (509) 332-5471
Fax (509) 332-6590 www.pullmantransit.com

April 25, 2011

Paul R. Sturm, Superintendent
Pullman School District
240 SE Dexter St
Pullman WA 99163

RE: Transit Service Fee for the 201/2012 School Year

Dear Mr. Sturm:

As stipulated in Section 2.3 of our Interlocal Agreement for transit services, the fee paid to the City is evaluated annually by the City and School District. Rod Thornton, Transit Manager, for the City and Dan Hornfelt, Fiscal Services Director, for the School District have evaluated the service costs for the 2011/2012 school year and have concurred on the fee. The fee that the School District will pay the City for bus service for the 2011/2012 school year shall be $109,069. Payments are to be equally distributed over the ten months from September 2011 to June 2012. The city will bill the school district monthly for the agreed upon $10,906.90 monthly fee.

It is understood the School District will control the issuance of student passes to the eligible students as established by current school district policy and not be required to submit an accounting of the passes issued.

It has also been agreed that if the School District uses the Dial-A-Ride service during the school year or during the summer months (June, July and August), the School District will pay for the service they receive on an hourly basis. If service is needed the additional amount of service and hourly rate will be agreed to by the School District's Fiscal Services Director and the Transit Manager. Billing of any Dial-A-Ride service will be provided monthly along with normal billings. The School District will reimburse the City within 30 days of the receipt of billing.

It is also understood that if the Federal Government implements new rules governing how a public transit system can provide Tripper service for a local school district, Pullman Transit may not be able to continue to provide the service outlined in its schedule for AM and PM Trippers and will consider this agreement to be terminated at 90 days of the issuance of the final rules.

Please sign this letter where indicated and return it to signify your acceptance of the noted fee for the 2011/2012 school year.

Glenn A. Johnson, Mayor
City of Pullman

Paul R. Sturm, Superintendent
Pullman School District

EXHIBIT "A"

9. SUSTAINABILITY ISSUES

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

DISCUSSION

ACTION TAKEN

NOTES:

CITY OF PULLMAN

Administration/Finance

325 S.E. Paradise Street, Pullman, WA 99163
(509) 338-3208 Fax (509) 334-2751
admin@pullman-wa.gov

MEMORANDUM

TO: Mayor and City Council

FROM: John Sherman, City Supervisor

RE: Discussion of Sustainability Issues

DATE: June 2, 2011

During this year's annual goal-setting process the City Council addressed a variety of sustainability issues. The final adopted City Council goal on sustainability stated:

> Continue our leadership on sustainability issues. Provide City Council presentations on specific sustainability issues. Change the way we think about how we do things to promote sustainability. Provide leadership on practical solutions to stormwater issues.

With respect to providing City Council presentations on specific sustainability issues, the following information was contained in the goal list compiled from the initial City Council retreat:

> Actively promote sustainability. Aggressively pursue various water conservation measures through increased educational efforts. Promote the use of drought-tolerant landscaping. Provide information on smart irrigation technology advances by inviting Decagon Devices to give a presentation at a City Council meeting. Share information with the public on when our Decagon Devices irrigation system advises us to irrigate at the city cemetery. Share more information with the public regarding the city's various water conservation programs including incentives and rebates. Continue to support water reuse efforts. Support energy conservation programs including the Smart Grid program. Support the installation of credit card activated electricity recharging stations for electric vehicles. Consider zoning code text amendments related to alternative energy facilities. Promote increased use of transit and park-and-ride lots and vehicle storage lots. Consider the use of safe environmental alternatives, such as

the use of sugar beet juice, instead of corrosive deicers. Encourage people to pick up litter when they use it.

Provide leadership on practical solutions to stormwater issues. Work to bring city facilities into compliance with stormwater and "No Exposure Certification" requirements.

We will have several speakers to address some of these key sustainability issues. Decagon Devices Soil Moisture Product Manager Lauren Bissey will present a PowerPoint on their moisture saving innovations. Parks Superintendent Alan Davis will address the measures we have taken at City Cemetery and at various other city-owned sites to conserve water. Alan will address both irrigation issues as well as the planting of drought tolerant vegetation. Public Works Director Mark Workman will then talk about various water conservation measures the city has undertaken to reduce water consumption, including our water conservation incentive and rebate programs. Mark will also address transportation issues. Stormwater Services Program Manager Rob Buchert will address stormwater issues. City Councilmember Keith Bloom will address the use of safe environmental alternatives, such as the use of sugar beet juice instead corrosive deicers, as well as innovative stormwater solutions. Deputy Public Works Director Kevin Gardes, who is the chair of our city of Pullman Green Team, will provide an update on the committee's activities and interests.

City of Pullman
Public Works Department
M E M O R A N D U M

TO: Mayor and City Council

FROM: Mark Workman, Public Works Director MW

RE: Water Conservation/Transportation

DATE: June 1, 2011

Water

PBAC and Pumping

The City of Pullman has been and continues to be an active participant in the Palouse Basin Aquifer Committee (PBAC), providing funding for both administrative functions and research with the goal of ensuring a long-term supply of quality water for the region. PBAC is comprised of the Cities of Pullman, Moscow, and Colfax; Washington State University and the University of Idaho; and Whitman and Latah Counties. A groundwater management plan was adopted by PBAC in 1992 and recognized by both the Idaho Department of Water Resources and the Washington Department of Ecology. A big part of the efforts of PBAC and the member entities has been the conservation of water. This has been a success story for PBAC. The pumping by the PBAC entities in 2010 was 18% less than the pumping in 1992, even though population increase throughout the basin since 1992 has been significant. All member entities similarly pumped less in 2010 than in the previous year with Pullman pumping 6.6% less. This can no doubt be somewhat attributed to weather conditions, but the City of Pullman has also been active in educationally promoting water conservation as well as implementing water conservation programs and credit needs to be given to the citizens of Pullman. A copy of the water production report through May of this year is attached for reference showing comparisons with previous years and with a 5-year moving average. Pumping so far this year is slightly higher than last year, but still 4% less than the 5-year moving average.

Conservation

Conservation measures implemented by the City of Pullman include an inverted block water rate schedule where the unit price of water escalates as water use increases. There is also a conservation rate incentive element to the water rate schedule during the typical irrigation season of June through October. Water bills also indicate consumptive history so users can compare their current water use with previous months or with the same month the previous year.

Another program that has been successfully implemented that addresses base flow water conservation is the toilet rebate program. Through this program, the City provides financial rebates for the replacement of pre-1996 toilets with low-flow toilets (1.6 gallons per flush, $100) or high-efficiency toilets (1.28 gallons per flush, $125). Building codes have required low-flow toilets since 1996. Pre-1996 toilets were very wasteful, some using as much as 5 gallons per flush. To date 641 toilets have been replaced under this rebate program (503 with low-flow toilets and 138 with high-efficiency toilets) with 155 additional replacements approved and pending. The estimated water savings for this total of 796 toilet replacements is over 3.5 million gallons per year. Other conservation items are distributed without cost to the recipient such as low-flow showerheads, bathroom faucet aerators, and toilet leak detection dye tablets.

In order to ensure system accuracy, all source meters are tested and calibrated annually, consumption meters 2-inches and larger are tested and calibrated on a rotating basis, and meters less than 2-inches are programmed for replacement at 15 years on a rotating basis. The city also has for many years had a program to annually perform leak detection on 20 to 25 miles of water mains, out of 100 miles total, searching for leaks and repairing them when found. A measure of water system operation efficiency is the percent of unaccounted-for water, i.e., the difference between water pumped and water use metered. The state of Washington has a rather aggressive standard of 10% maximum. The City of Pullman's unaccounted-for water is typically less than 4%; in 2010 there was only 3.23% unaccounted-for water.

Other conservation activities include a City-sponsored education program in the school system, working with the Palouse-Clearwater Environmental Institute, to enhance knowledge of water issues in general and specifically in the Palouse basin and to motivate wise choices concerning this resource, including conservation. A program to systematically upgrade irrigation systems at City green spaces such as parks and cemeteries was previously implemented, but suspended for the last few years. Continuation of this program is currently being considered for 2013.

Transportation

Park and Ride Lots

It is generally considered by staff that investing in park and ride lots would be a poor use of funds. The purpose of a park and ride lot is typically to get single occupancy drivers out of their cars and onto the buses. In most cases the idea of a park and ride lot is that people would drive a short distance to a park and ride lot and board a bus for the longer distance to their designation, but here in Pullman just the opposite occurs. Most drivers who have come from Moscow, Colfax, Lewis-Clark Valley, and other origins do not want to park in a lot away from their destination and board a bus for the short ride and those who do simply park on the street or in a lot near a bus stop. These pseudo park and ride lots appear at various locations throughout Pullman. A formal park and ride lot would most likely see little, if any, use. However, if parking were eliminated or severely restricted on campus, a need for such a park and ride lot might be generated. Commuters would then be forced to take an alternate means of transportation to get to campus. This concept has been discussed for some time, but not implemented for a variety of reasons, including the need to then provide remote, long-term parking for displaced vehicles and a shuttle system to provide convenient transportation to and from the long-term lot to destinations on College Hill. The cost for such a shuttle system is estimated at well over $500,000 per year.

Increased Use of Transit

There seems to be an unending demand for transit service in the community, either serving areas not now served, providing more frequent service, or providing service for hours during the week not presently served. Currently, some routes are overused or suffer from delays making them unreliable for riders. Ridership on the buses has increased dramatically in the past few years. There were 1.4 million rides in 2010 and at this point in 2011 we are nearly 38,000 rides, +5.9%, ahead of the 2010 pace. We are likely to be near 1.5 million rides this calendar year. The answer to these issues is more service options, but there is also an overriding need to operate within the confines of available funding.

Funding of the transit system depends primarily on FTA operating grants of about $550,000 per year, funding from WSU in the form of student contributions and fees and parking services contributions of about $1,600,000 per year, a 2% utility tax totaling about $1,000,000 per year, and funding from Pullman School District of about $100,000 per year. The reliance on FTA operating grants limits our ability to plan more than two years into the future. There is also apprehension when negotiating agreements with WSU and the School District since confirmation is not received on that funding until after those agreements are almost done.

To add the type of service needed to dramatically increase transit service and ridership, more stable funding will be needed. Depending on WSU and the students has its limitations and given the funding cuts to WSU and increases in tuition, their additional

support of the system to any great extent is not likely. The long term dependability of Federal and State operating grants has always been a concern and is even a bigger concern now with their current budget issues. If there is going to be any type of stable funding that we can depend on for future growth it will probably need to be from a local source. Increasing the local utility tax is one obvious source, but that may be difficult to support. Therefore, any significant increase to the transit system service and ridership is probably not to be realized in the foreseeable future.

CITY OF PULLMAN WATER PRODUCTION COMPARISONS

WELLS	JAN 06	JAN 07	JAN 08	JAN 09	JAN 10	JAN 11	
3	8,679,000	6,166,000	13,034,000	18,853,000	5,335,000	5,335,000	2006-2010
4	-	17,567,000	203,000	-	-	-	5 YEAR AVG. YTD TOTAL
5	12,348,000	15,902,000	7,870,000	3,115,000	14,895,000	14,895,000	52,464,600
6	4,216,000	12,291,000	0	0	0	0	
7	27,974,000	0	32,185,000	31,508,000	30,182,000	30,182,000	YTD 2011 COMPARED TO
8						7,627,000	5 YEAR MOVING AVERAGE
MO. TOTAL	53,217,000	51,926,000	53,292,000	53,476,000	50,412,000	58,039,000	110.63%
YTD TOTAL	53,217,000	51,926,000	53,292,000	53,476,000	50,412,000	58,039,000	

WELLS	FEB 06	FEB 07	FEB 08	FEB 09	FEB 10	FEB 11	
3	19,152,000	5,462,000	18,171,000	17,087,000	0	624,000	2006-2010
4	-	14,783,000	-	-	-	-	5 YEAR AVG. YTD TOTAL
5	0	15,265,000	3,086,000	2,039,000	18,601,000	9,396,000	103,066,000
6	8,658,000	4,687,000	0	0	0	1,803,000	
7	24,146,000	8,034,000	32,030,000	31,300,000	30,506,000	28,086,000	YTD 2011 COMPARED TO
8						10,127,000	5 YEAR MOVING AVERAGE
MO. TOTAL	51,956,000	48,231,000	53,287,000	50,426,000	49,107,000	50,036,000	104.86%
YTD TOTAL	105,173,000	100,157,000	106,579,000	103,902,000	99,519,000	108,075,000	

WELLS	MAR 06	MAR 07	MAR 08	MAR 09	MAR 10	MAR 11	
3	15,212,000	4,852,000	8,518,000	7,521,000	2,367,000	36,000	2006-2010
4	-	9,116,000	-	-	-	12,000	5 YEAR AVG. YTD TOTAL
5	5,499,000	20,722,000	14,926,000	14,817,000	17,926,000	2,275,000	154,638,600
6	7,955,000	0	0	0	0	2,718,000	
7	22,476,000	15,084,000	28,356,000	32,114,000	30,402,000	27,094,000	YTD 2011 COMPARED TO
8						19,061,000	5 YEAR MOVING AVERAGE
MO. TOTAL	51,142,000	49,774,000	51,800,000	54,452,000	50,695,000	51,196,000	103.00%
YTD TOTAL	156,315,000	149,931,000	158,379,000	158,354,000	150,214,000	159,271,000	

WELLS	APR 06	APR 07	APR 08	APR 09	APR 10	APR 11	
3	2,293,000	8,519,000	9,218,000	5,986,000	5,510,000	0	2006-2010
4	0	11,000	0	156,000	0	38,000	5 YEAR AVG. YTD TOTAL
5	20,350,000	14,486,000	13,500,000	15,700,000	16,598,000	489,000	211,155,600
6	7,018,000	0	0	0	0	1,939,000	
7	26,633,000	34,499,000	34,428,000	34,450,000	33,230,000	31,120,000	YTD 2011 COMPARED TO
8						21,598,000	5 YEAR MOVING AVERAGE
MO. TOTAL	56,294,000	57,515,000	57,146,000	56,292,000	55,338,000	55,184,000	101.56%
YTD TOTAL	212,609,000	207,446,000	215,525,000	214,646,000	205,552,000	214,455,000	
						265,651,000	

CITY OF PULLMAN WATER PRODUCTION COMPARISONS

WELLS	MAY 06	MAY 07	MAY 08	MAY 09	MAY 10	**MAY 11**	
3	5,810,000	7,641,000	10,149,000	5,110,000	6,115,000	**2,000**	**2006-2010**
4	0	56,000	2,000	124,000	0	**0**	**5 YEAR AVG. YTD TOTAL**
5	29,176,000	29,046,000	24,483,000	24,611,000	20,831,000	**1,366,000**	**279,826,600**
6	10,234,000	0	0	0	0	**1,330,000**	
7	29,492,000	39,224,000	35,124,000	35,744,000	30,383,000	**27,755,000**	**YTD 2011 COMPARED TO**
8						**23,129,000**	**5 YEAR MOVING AVERAGE**
MO. TOTAL	74,712,000	75,967,000	69,758,000	65,589,000	57,329,000	53,582,000	**95.79%**
YTD TOTAL	287,321,000	283,413,000	285,283,000	280,235,000	262,881,000	**268,037,000**	

CITY OF PULLMAN

Parks & Recreation

240 SE Dexter, Pullman, WA, 99163
509-338-3227 Fax: 509-338-3313
Email: recreation@pullman-wa.gov
www.pullman-wa.gov/recreation

Memorandum

To: Mayor and City Council

From: Alan J. Davis, Park Superintendent

Date: May 25, 2011

Re: Water Conservation and Xeriscape Landscaping

Decagon Devices equipment in use at City Cemetery permits us to monitor soil moisture, which enables us to wait until the proper moment before initiating our irrigation system. This year we will announce that action on our Web Site, the Government Access Channel, through a News Release, and a FaceBook Announcement since moisture level drops at the cemetery's microclimate should be an indicator city-wide that we are approaching the window for summer irrigation to begin.

The 2006/2007 utility funded irrigation project at the Pioneer Center took a park that had been watered with above ground aluminum pipe and hoses and created a modern, efficient system. The other two components of that project were City Cemetery and McGee Park. All three facilities received new irrigation systems, including new irrigation meters and controllers. The Accimal Suspended Controllers we installed create a closed loop system, with direct sensor feedback that will shutdown the stations to areas where moisture levels remain higher than the trigger point. The technology now in use from Decagon and Acclima allow us to maintain the turf at optimum moisture levels improving turf and reducing our water waste.

Parks staff continues to balance the need for downtown beautification with water reduction. Through the use of soil mixes and water retaining gels we work to reduce water requirements for the Downtown Basket Program. We utilize a great variety of colorful perennials to reduce the numbers of annuals in our planter strips and landscapes. Staff continues to research shrub and tree cultivars that are hardy, attractive and appropriate for the site.

Xeriscapes as any other landscape benefit from irrigation during establishment, but as they mature require less irrigated assistance. In Lawson Gardens we have developed and maintain a wonderful Xeriscape Demonstration Garden.

Good cultural practices reduce water requirements for manicured parks and playfields. Matching grass blends to use, regular over-seeding, fertilization, aeration, and top dressing all build a better turf and reduce water consumption.

The Parks Department continues to strive to create and maintain parks, gardens, and landscapes that are as water thrifty as they are beautiful.

City of Pullman
Public Works Department
MEMORANDUM

TO: Mayor and City Council

FROM: Rob Buchert, Stormwater Services Program Manager RB

RE: Leadership on Sustainability Issues – Stormwater

DATE: June 2, 2011

Council requested information on the following:

> *"Provide leadership on practical solutions to stormwater issues. Work to bring city facilities into compliance with stormwater and "No Exposure Certification" requirements."*

Leadership

City of Pullman's Stormwater Services Division has participated in the Eastern Washington NPDES Coordinators Group since its formation in 2009. This group is comprised of representatives from all Eastern Washington jurisdictions under the Phase II Municipal Stormwater Permit (Permit), including Washington State University (WSU). The Coordinators Group provides an opportunity for information sharing amongst permittees as well as a stronger unified voice when responding to WA Department of Ecology (Ecology) on Permit related issues that we have in common.

Stormwater Services Program Manager Rob Buchert continues to serve on the Advisory Committee for the new Washington Stormwater Center (WSC). The WSC was created by the Legislature to act as a resource for and provide assistance to Washington businesses, jurisdictions and other entities faced with the uncertainty and high cost of stormwater permit compliance.

Stormwater Services is also participating on WSU's Eastern WA Stormwater Work Group. The City is partnering with WSU in their effort to promote the development and use of stormwater best management practices (BMPs) that are appropriate for Eastern WA. Many stormwater practices, commonly referred to as Low Impact Development (LID), were designed for warmer/wetter climates. Through research and pilot project implementation on the Pullman campus, WSU's Eastern WA Stormwater Work Group is

committed to exploring LID options and possibly developing new BMPs that will work in colder/drier climates such as we experience on the Palouse.

Stormwater Services will also continue to provide leadership on stormwater issues by finding innovative ways to reduce litter and fecal coliform bacteria contributions to Pullman's streams as well as working with developers, engineers and construction contractors to implement soil erosion control BMPs with a reasonable and common sense approach.

City Facilities Compliance & Certificate of No Exposure

The City continues to make great strides in development and implementation of its Stormwater Management Program. One of the final Permit compliance requirements to be met is completion of a stormwater operation and maintenance plan by August 2011. This plan will represent the City's "good housekeeping" strategy for reducing and/or preventing stormwater pollutants contributed from municipal buildings and operations, including the entire storm drain system.

In 2003, the City's Wastewater Treatment Plant (WWTP) and Transit Facility were required to obtain coverage under the NPDES Industrial Stormwater General Permit. Coverage under the Industrial Stormwater Permit requires monthly inspections, stormwater monitoring, quarterly reporting and documentation of efforts which has proven costly in time and staff resources. If a facility can eliminate its exposure to precipitation and thereby ensure that its operation is not contributing contaminated stormwater to receiving streams, then the facility may apply to Ecology for a Certificate of No Exposure (CNE). After implementing an increased level of maintenance and maintaining a "clean" operation for the last several years, the City recently applied for and received a CNE for the WWTP.

Staff is currently working toward a similar designation for the Transit Facility, but it will not be as easy to achieve. In order to receive a CNE, the facility must implement several major changes, including re-paving a significant portion of the M&O yard, covering material piles and building a new covered fuel island. These will likely represent future CIP requests. The key to reducing and/or preventing polluted stormwater on all of the City's facilities is source control. This is the measuring stick by which Ecology evaluates the City's potential to impact water quality and the standard by which CNEs are granted. Controlling turbidity, zinc, copper and fecal coliform bacteria on any site are challenging at best. Keeping the rain and snow from coming in contact with the materials we use for our municipal operations is the best management practice that can be employed. Once this has been achieved, we would apply for a CNE and be able to eliminate onerous and potentially very costly actions related to the Industrial Stormwater Permit.

City of Pullman
Public Works Division
MEMORANDUM

TO: Mayor and City Council

FROM: Kevin Gardes, Chair, Pullman Green Team

RE: Green Team Committee

DATE: May 26, 2011

Pullman's Green Team formed in February 2009. At the outset there were six members, two of which have since left city employment, so the group currently has four members: Kevin Gardes, Jerry Cork, Fern McLeod, and Duane Hahn (Tom Webber alternate). We decided to focus on one idea at a time, and the consensus at the first meeting was to look into recycling and possible ways we could increase recycling efforts and opportunities within city government. One of the committee's recommendations was related to working with Pullman Disposal to bring back mixed paper recycling, which has occurred and the committee is grateful for the Council's efforts.

Since then we have asked Duane Hahn to work with Avista to do an energy audit of all city buildings, which has been completed. Through the Government Buildings budget many of the projects identified in Avista's audits have been implemented or are in the planning/budgeting process. The projects are typically eligible for Avista rebates and have short payback periods. Many involve lighting and are accomplished by Government Building's staff.

Currently, the committee is exploring a number of topics such as: electric car charging stations, expanding WSU's green bike program off campus, and heat recovery at the Aquatics Center for energy savings. I met recently with Paul Kimmell of Avista to discuss the state of the industry with respect to electric cars and charging stations. We also discussed exploring partnering opportunities on a charging station, perhaps at City Hall. We have surveyed WSU with respect to their current efforts with electric and hybrid vehicles. The green bike program at WSU is a free bike share system with the goal of promoting sustainable commuting, though we have found out that it has a high initial cost. We are also planning to contact the Green IT Alliance located in the industrial park to learn about what they do.

Respectfully,

Kevin Gardes, Chair

10. VISIONING DISCUSSION

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

DISCUSSION

ACTION TAKEN

NOTES:

CITY OF PULLMAN

Administration/Finance

325 S.E. Paradise Street, Pullman, WA 99163
(509) 338-3208 Fax (509) 334-2751
admin@pullman-wa.gov

MEMORANDUM

TO: Mayor and City Council

FROM: John Sherman, City Supervisor

RE: Visioning Discussion

DATE: June 2, 2011

The purpose of this discussion is to address how you would like to proceed in addressing your recently adopted 2011 City Council goal on visioning. The goal stated:

> Place a strong emphasis on visioning. Explore low-cost options for conducting a Comprehensive Plan update over the next few years. Engage in a City Council exercise to list the major issues that will impact Pullman in the years ahead. Provide opportunities for Pullman 2020 visioning sessions in which local civic groups can convey their ideas regarding Pullman's future.

COMPREHENSIVE PLAN UPDATE

At a future City Council meeting Planning Director Pete Dickinson will address the issue of exploring options for conducting a Comprehensive Plan update over the next few years.

LIST OF MAJOR ISSUES

With respect to engaging in a City Council exercise to list the major issues that will impact Pullman in the years ahead, we would suggest that you either engage in this exercise at the City Council meeting Tuesday night or else discuss at what future City Council meeting you would like to address this.

Within the 2011 Administration/Finance goal pertaining to listing major issues, the following was stated:

> List the major issues that you feel will impact the city of Pullman in the years ahead.

COMMENTS: In order to chart the city's future, it is a good exercise for policy makers to identify periodically the major issues that they feel the city will be facing in coming years. In the January/February 2011 issue of *Public Management* magazine, an article stated that in conversations with national and local leaders, the five mega issues that emerged were (1) long-term economic outlook, (2) strained relationships with state governments, (3) demographic changes, (4) resource challenges, and (5) new media and technology. The last time the City Council engaged in such an exercise was in 2006 when the City Council, as part of the goal-setting process, identified the following strategic issues:

1. Pullman-Moscow Regional Airport
2. Pullman-Moscow Corridor
3. Aquifer Conservation
4. Zoning/Code Compliance
5. College Hill
6. Bypass issues
7. Urban Growth Areas
8. Economic Development
9. City Infrastructure
10. Finances
11. FTE to Support Growth

What do you think are the major issues that will impact Pullman in the years ahead? Once again you can address this at the City Council meeting Tuesday night or set a date to discuss it at a future City Council meeting.

PULLMAN 2020 VISIONING SESSIONS

With respect to this visioning process, the detailed information below was provided within the following 2011 Administration/Finance goal:

Provide Pullman 2020 visioning updates at City Council meetings this year in order to help stimulate economic growth and community betterment.

COMMENTS: When you are in the midst of an economic recession and belt-tightening as we have been in recent years, it is easy to focus on short-term challenges and lose sight of long-term goals. It is proposed that periodically at City Council meetings during 2011, we allow time for various city departments, city committees/commissions, as well as outside organizations to give presentations on their vision or goals. The year 2020 provides a reasonable visioning horizon for such presentations. The Pullman 2000 process afforded a very positive experience during the early 1990s and helped to lay the foundation for many positive community improvements. As futurist Glen Hiemstra stated in his October 7, 1991, Pullman 2000 kick-off session, "There is a possible future, a probable future, and a preferred future." The emphasis of these visioning processes is on the preferred future. Pullman 2000 was a community-based planning process aimed at

creating a preferred vision for our community for the year 2000. Representatives from the following key stakeholders were the participants in the Pullman 2000 focus group:

City of Pullman
Community Action Center
League of Women Voters
Neighborhood Representatives
Port of Whitman County
Pullman Chamber of Commerce
Pullman Civic Trust
Pullman Memorial Hospital
Pullman School District
Real Estate Representatives
Washington State Department of Transportation
WSU Research & Technology Park
Washington State University
Whitman County

Community Forums were then held on the following issues:

Transportation and Communications Infrastructure
Education and Learning Community
Housing/Neighborhoods
Recreation, Cultural, Artistic Facilities/Opportunities
Economic Development and Job Creation
Community Stewardship

It is interesting that on June 4, 1991, a special meeting was held by the Pullman City Council to bring together a focus group to begin discussing a vision for the community in the year 2000. The focus group participants were from the organizations listed above. In other words, twenty years ago a process was launched to target the year 2000, which was about nine years away. If we started in 2011, we would be in the same time frame in focusing on 2020, which is nine years from now.

Would you like us to have the Pullman 2020 visioning sessions at City Council meetings or as a separate process? If you would like to have them at City Council meetings, should we begin inviting in selected organizations to share their visions? If you would like to do it as a separate process, is it okay to schedule the initial meeting on a Tuesday night in the City Council Chambers when the City Council is not scheduled to meet?