

9. A motion to accept the bid of Busch Distributors, Inc. for 2009 fuel.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 12/09/08

ACTION REQUESTED:

Accept bid for 2009 fuel supply.

BACKGROUND:

Two (2) bids were received and opened on December 3, 2008 for furnishing diesel and unleaded gasoline fuels to the City of Pullman for the year 2009.

The contract is subject to the terms and conditions of the bid proposal, in effect between January 1, 2009 and June 31, 2009 with the option to renew the contract, by mutual consent, for up to one (1) additional six (6) month period. The agreement shall renew automatically after the initial six (6) month period unless cancelled by either party. The following terms and conditions apply:

The "bid price" only includes the value added amount (VAA) per gallon delivered to the City of Pullman. Therefore, the fuel dealer will charge the City based on the price reported in the daily publication, Oil Price Information Services (OPIS) for the date the product is delivered, plus all state tax requirements, plus the VAA per gallon. The charge for fuel delivered on non-reporting dates will be as reported in the daily publication, OPIS, for the most recent publishing date prior to the delivery date.

The City of Pullman will be the approving authority for adjustments to the contract price structure.

Fuel prices will be determined daily based on OPIS and the procedure listed above. The following is a summary of the bids that were received.

<u>Bidder:</u>	<u>Regular/Mid Grade Unleaded</u> \$/gal (VAA price only)	<u>Diesel</u> \$/gal (VAA price only)	<u>Average Combined</u> \$/gal (VAA price only)
Busch Distributors:	\$0.0450	\$0.0450	\$0.0450
Grange Supply Company, Inc.	\$0.0600	\$0.0500	\$0.0550

The estimated total fuel purchase for 2009 is approximately 158,500 gallons at a total cost of approximately \$620,880.

RECOMMENDATION:

That the City Council, by motion, accept the bid from Busch Distributors, Inc. to furnish the City of Pullman's fuel for the year 2009.

FISCAL IMPACT:

<u>\$612,300.00</u>	<u>\$8,580.00</u>
<u>501.4800.548.65.31.10</u>	<u>401.4200.501.36.31.10</u>
BARS Code Number	BARS Code Number

SUBMITTED BY:

Name Mark Workman
Title Public Works Director
Dept. Public Works

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1.

REVIEWED BY:

Department Head	<u>MW</u>	<u>12/4/08</u>
City Supervisor	<u>[Signature]</u>	<u>12/5/08</u>
City Attorney	<u>[Signature]</u>	<u>12-4-08</u>
(As to Form)		

10. A motion to authorize an Administrative Services Contract with the Pullman-Moscow Regional Airport for 2009.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 9, 2008

ACTION REQUESTED

Approval of the attached Administrative Services Contract with the Pullman-Moscow Regional Airport for 2009.

BACKGROUND

The City of Pullman provides accounting and reporting services, administrative support services, and administrative review and consultative services to the Pullman-Moscow Regional Airport. The State Auditor's Office recommended that the Pullman-Moscow Regional Airport reimburse the City of Pullman for these services. In compliance with the State Auditor's request, the first such contract was executed in 1991. Attached is an "Administrative Services Contract" between the Pullman-Moscow Regional Airport and the City of Pullman for 2009.

RECOMMENDATION

By motion, approve the attached contract.

FISCAL IMPACT

\$27,847

001.341.43.00

BARS Code Number

SUBMITTED BY

Troy Woo

Name

Finance Director

Title

Finance

Department

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Administrative Services Contract

REVIEWED BY

	Initial	Date
Department Head	<u>TW</u>	<u>12/5/08</u>
City Supervisor	<u>[Signature]</u>	<u>12/5/08</u>
City Attorney (As To Form)	<u>[Signature]</u>	<u>12-5-08</u>

ADMINISTRATIVE SERVICES CONTRACT

THIS AGREEMENT made and entered into by and between the AIRPORT BOARD OF THE PULLMAN-MOSCOW REGIONAL AIRPORT, a municipal corporation of the state of Washington (herein referred to as the "AIRPORT") and the CITY OF PULLMAN, a municipal corporation of the state of Washington (herein referred to as the "CITY").

WITNESSETH:

WHEREAS, "AIRPORT" is required under Washington law to prepare and submit annual financial reports and maintain appropriate and proper accounting and administrative records to support these annual financial reports; and,

WHEREAS, "CITY" has been maintaining said records and preparing such reports as required under Section 4d. of the Amended Pullman-Moscow Regional Airport Cooperation Agreement dated December 8, 1971; and,

WHEREAS, the State Auditor's Office has recommended that the "AIRPORT" reimburse "CITY" for the costs incurred in maintaining such records and preparing such reports; now, therefore,

IN CONSIDERATION of the Mutual Covenants and Agreements of the parties herein contained to be performed, "CITY" herein agrees to provide the following services to "AIRPORT" at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of "CITY", and "AIRPORT" herein agrees to pay "CITY" the contract price provided herein for the performance of the services and the fulfillment of the covenants set forth hereafter and therefore the parties hereto do mutually COVENANT AND AGREE as follows, to-wit:

Special Provisions:

1. That "CITY" will provide on-going accounting and reporting services to "AIRPORT" as prescribed and required by the State Auditor's Office, including, but not limited to:
 - a. Monthly processing and preparation of "AIRPORT" bills for payment, upon the timely receipt of properly completed and authorized Orders for Payment from the "AIRPORT".
 - b. Monthly processing and preparation of "AIRPORT" payroll and benefit payments, upon the timely receipt of properly completed and authorized time sheets and personnel action forms from the "AIRPORT".
 - c. Maintenance of appropriate accounting records and computer files to the level currently provided.
 - d. Preparation of prescribed periodic accounting reports and annual reports.
 - e. Investment of excess "AIRPORT" funds and crediting investment income to the "AIRPORT" fund, in accordance with the investment limitations and requirements of Ch. 39.59 RCW and the State Auditor's Office.

2. That "AIRPORT" agrees to meet and abide by all deadlines established by "CITY" for the efficient and timely processing required of "CITY" under this agreement, and that paperwork shall be accurate upon its submission. The "AIRPORT" further understands and agrees that it will hold the "CITY" harmless against any actions taken against "AIRPORT" caused by erroneous or incomplete data submitted to "CITY" for processing.
3. That "CITY" will provide administrative support services to "AIRPORT", including, but not limited to:
 - a. Clerical and legally required file services at the levels currently provided.
 - b. Mail service, except that "AIRPORT" will reimburse "CITY" for actual postage charges.
4. That "CITY" will provide administrative review and consultative services to "AIRPORT" on an as-needed basis. These services can include, but are not limited to personnel policy, administrative, and legal reviews as requested and deemed necessary by Board of "AIRPORT" or the Mayor of "CITY".
5. That "AIRPORT" will pay to "CITY" the sum of Twenty Seven Thousand Eight Hundred Forty Seven Dollars (\$27,847) for these services provided during the calendar year 2009. "CITY" will bill "AIRPORT" in two installments: July - \$13,924 and November - \$13,923. This amount is based on an estimate of hours expended and other expenses incurred for services rendered to "AIRPORT" and this method is consistent with the estimated charges by "CITY" to other enterprise funds within "CITY".
6. That "CITY" represents to "AIRPORT" that it possesses the necessary skills and trained personnel to provide these services as outlined in Special Provisions Nos. 1, 2, 3, and 4 of this agreement and "warrants" that "CITY" will perform such services in a timely and professional manner.
7. That the parties hereto agree that "AIRPORT" is specifically desiring the services of "CITY" to perform the covenants of this Agreement and should it become impossible for "CITY" to provide such performance, this Agreement shall at the time of the manifestation of such impossibility be declared to be of no further force and effect; and, all payments due "CITY" shall be prorated as of the date of the manifestation of such impossibility of performance.

General Provisions:

8. COMPLIANCE WITH LAWS: That "CITY", in the performance of the terms and conditions of this Contract will comply with all applicable federal, state and local laws, ordinances, rules and regulations.
9. NON-DISCRIMINATION: That "CITY" agrees that it will not discriminate against any employee or applicant on the grounds of race, color, religion, national origin, sex, marital status, or

the presence of any sensory, mental, or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

10. ASSIGNMENT: That "CITY" shall not assign or cause to be assigned or subcontract any portion of the activities herein contracted without obtaining prior written approval from "AIRPORT".
11. MODIFICATION: That no change or addition to this Contract shall be valid or binding upon either party unless such change or addition is in writing and executed by both the "AIRPORT" and "CITY".
12. SUSPENSION AND TERMINATION: That if "CITY" fails to comply with the terms and conditions of this Contract, "AIRPORT" may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract.
13. TERM: That the term of this agreement shall be from January 1, 2009, through the 31st day of December, 2009; and, may be modified and renewed for subsequent years upon the written authorization of "AIRPORT" and "CITY".
14. EXTENT OF CONTRACT: That this Contract contains all the terms and conditions agreed upon by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
15. VENUE STIPULATION: That this Contract has been and shall be construed as having been made and delivered within the state of Washington, and it shall be mutually understood and agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.
16. NOTICES: That whenever in this Contract it is provided that written notice be delivered by one party to the other party, or whenever it is necessary to give notice by one party to the other party, said notice shall be delivered as follows:

AIRPORT Pullman - Moscow Regional Airport
 325 S.E. Paradise
 Pullman, WA 99163

CITY City of Pullman
 325 S.E. Paradise
 Pullman, WA 99163

Delivery of said notice shall be effected in any one of the following manners:

- (1) By personal delivery to and acknowledgment of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mails, in an envelope properly addressed to the address given above or the last address of the recipient known to the party giving notice, with postage fully prepaid therein, and mailed certified return receipt requested.

In the event said notice is mailed, it shall be deemed delivered two (2) days following the deposit thereof in the Post Office at Pullman, Washington.

17. BINDING EFFECT: That this Contract shall be binding upon the parties hereto; but, the obligation to perform the covenants contained in Special Provisions Nos. 1, 2, 3, and 4 of this Contract shall not be binding upon or inure to the benefit of the legal representatives, or successors and assigns of "CITY". If "CITY" is unable to perform because of the termination of this Contract either by "AIRPORT" or because of impossibility, the only remaining obligation of "AIRPORT" is to perform in accordance with Special Provision No. 7 of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed the within and foregoing Contract on the _____ day of _____, 2008.

CITY OF PULLMAN, a municipal
corporation of the state of
Washington

PULLMAN-MOSCOW REGIONAL AIRPORT,
a municipal corporation of the
state of Washington

Mayor

Board Vice Chair

ATTEST:

Finance Director

Secretary

11. A motion to authorize an agreement with the Pullman Chamber of Commerce for services related to tourist and convention promotion for 2009.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 9, 2008

ACTION REQUESTED

Authorization to amend an agreement with the Pullman Chamber of Commerce for services related to tourist and convention promotion.

BACKGROUND

Since 1982, the City has contracted with the Pullman Chamber of Commerce for the promotion of tourism and convention business, using the local 2 percent share of the hotel-motel tax. These taxes can be used only for the promotion of tourism and convention business.

RECOMMENDATION

Pass the attached agreement.

FISCAL IMPACT

\$ 243,938 Budgeted Expenditures

120-7300-573.80.41.00

BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Troy Woo

Name

1. Agreement with Chamber of Commerce

Finance Director

Title

Finance

Department

REVIEWED BY

Initial

Date

Department Head

TW

12/5/08

City Supervisor

JFA

12/5/08

City Attorney
(As To Form)

ma

12-5-08

EXTENSION AGREEMENT

WHEREAS, the CITY OF PULLMAN, a municipal corporation of the State of Washington (hereinafter referred to as the "City") entered into an AGREEMENT dated the 8th day of December, 1982, with the PULLMAN CHAMBER OF COMMERCE, a non-profit corporation of the State of Washington (hereinafter referred to as the "Chamber") wherein the Chamber would provide certain services for the City as specified in said AGREEMENT and the City would pay for these services under the terms and conditions also specified in said AGREEMENT; and,

WHEREAS, said AGREEMENT was modified on July 24, 1986, to provide for the hiring of a Visitor and Convention Director; and,

WHEREAS, the City and the Chamber desire to extend the terms and conditions of said modified AGREEMENT for the calendar year of 2009 with reimbursement totals not to exceed \$243,938; now, therefore,

IN CONSIDERATION of the Mutual Benefits and Obligations to be received and undertaken by the parties hereto IT IS HEREBY AGREED that the AGREEMENT dated the 8th day of December, 1982, and the modification to said AGREEMENT dated July 24, 1986, and terms and conditions thereof between the parties hereto shall be extended through the calendar year of 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers to be effective from and after the first day of January, 2009.

DATED this _____ day of _____, 2008.

CITY OF PULLMAN, a municipal corporation of the State of Washington.

By _____
Mayor

ATTEST:

Finance Director

PULLMAN CHAMBER OF COMMERCE, a non-profit corporation

By _____

By _____

12. RESOLUTION NO. R-94-08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE PULLMAN SENIOR CITIZENS' ASSOCIATION, FOR THE PURPOSE OF PROVIDING TRANSPORTATION SERVICES TO SENIOR CITIZENS.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 9, 2008

ACTION REQUESTED

Adopt a resolution accepting a contract between the City of Pullman and Pullman Senior Citizens' Association to provide requested van service for the purpose of participation in the Nutrition Program, trips and special events sponsored by the City of Pullman.

BACKGROUND

The City of Pullman provides transportation to Pullman Senior Citizens' Association and its members for a variety of trips, special events, and other activities that are sponsored by the Parks & Recreation Department.

It is staff's recommendation to renew this contract for three years, which reflects an increase of \$500 from the current contract amount of \$1,500, for a new amount of \$2,000.

RECOMMENDATION

Pass a resolution accepting a contract between the City of Pullman and Pullman Senior Citizens' Association to provide requested van service for the purpose of participation in the Nutrition Program, trips and special events sponsored by the City of Pullman from January 1, 2009, to December 31, 2011.

FISCAL IMPACT

\$_____

BARS Code Number

SUBMITTED BY

Kurt Dahmen
Name

Recreation Superintendent
Title

Public Services
Department

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Resolution No -94 - 08

REVIEWED BY

	Initial	Date
Department Head	<u>KD</u>	<u>11-25-08</u>
City Supervisor	<u>JH</u>	<u>12-5-08</u>
City Attorney	<u>may</u>	<u>11-24-08</u>
(As To Form)		

RESOLUTION NO. R- 94 -08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE PULLMAN SENIOR CITIZENS' ASSOCIATION, FOR THE PURPOSE OF PROVIDING TRANSPORTATION SERVICES TO SENIOR CITIZENS.

WHEREAS, the City Council for the city of Pullman has before it an 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 copy thereof to The Pullman Senior Citizens' Association.

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 held on the ____ day of _____, 2008.

DATED this ____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

AGREEMENT BETWEEN THE CITY OF PULLMAN AND
THE PULLMAN SENIOR CITIZENS' ASSOCIATION

WHEREAS, the City of Pullman Public Services Department, hereinafter referred to as City, provides requested van service to the Pullman Senior Citizens' Association, hereinafter referred to as Association;

NOW, THEREFORE, the parties agree as follows:

I. SCHEDULE FOR USE

A. The City agrees to provide transportation service to the Association and its members according to the following weekly schedule:

1. Monday and Friday 8:30 a.m. - 5:00 p.m.; Tuesday, Wednesday and Thursday for trips and special events; Saturday and Sunday 9:00 a.m. - 5:00 p.m. as needed. These hours include use by the City for the purpose of participation in Whitman County Title VII Nutrition Project. (The "Project")

If the Project services occur on holidays, the City's van service will be contingent upon the availability of a driver. The Association shall notify the Public Services Department at least one (1) week prior to a holiday when the van service is needed.

- B. Transportation will not be provided before or after scheduled van hours of operation except for events as provided for in Section E below.
- C. City Public Services Department reserves the right to schedule the van as it deems necessary during the hours listed in Section A when van service is not being provided to the Association or its members.

- D. With the exception of service provided for Whitman County Title VII Nutrition Project, the van may be used only in connection with programs and uses sponsored by the City.
- E. Special Events. The Association may request van service outside of the hours listed in A at no additional cost. Such service must be arranged in advance and agreed to by Pullman Public Services Department.
- F. Maintenance. In the event that van maintenance cannot be performed around the Association's scheduled service, the Public Services Department reserves the right to cancel, postpone, or reschedule the service.

II. PAYMENTS. In consideration of this agreement, the Association agrees to contribute \$2,000 annually toward the maintenance and operation costs of the van. Payment shall be made bi-annually with half of the total to be paid on or before January 10 and the remainder to be paid on or before July 10.

III. LENGTH OF AGREEMENT. This agreement is for a period commencing January 1, 2009, and terminating on December 31, 2011. The parties may renew this Agreement by executing a written renewal agreement on or before the date of termination.

IV. AMENDMENTS. No term, provision, or condition of this agreement may be altered or amended, nor may any term, provision, or condition be added to this agreement, except by written document signed and agreed to by both the City and the Association.

V. TERMINATION. Both the City and the Association reserve the right to terminate this agreement, but the party terminating shall give at least thirty (30) days written notice of intent to terminate.

BY SIGNING BELOW, the parties signify that they have read this agreement, understand its terms, and agree to be bound by them.

DATED this _____ day of _____, 2008.

CITY OF PULLMAN

PULLMAN SENIOR CITIZENS'
ASSOCIATION

Mayor

President

ATTEST:

ATTEST:

Finance Director

Vice-President

Approved as to Form:

City Attorney

13.

RESOLUTION NO. R-95-08

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF PULLMAN AND AUTHORIZING THE DONATION OF SAID SURPLUS PROPERTY, TO-WIT: BICYCLES TO INTERNATIONAL FRIENDSHIP ASSOCIATION, A NON-PROFIT CHARITABLE ORGANIZATION.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 9, 2008

ACTION REQUESTED

The City Council adopt the resolution.

BACKGROUND

The property listed in Exhibit "A" in the attached resolution is unclaimed bicycles that came into the possession of the police department. Section 63.32.050 Revised Code of Washington (RCW) authorizes the donation of this property to a non-profit charitable organization. The International Friendship Association is a non-profit charitable organization that has need for the items listed in Exhibit "A". Proof of the non-profit status of this organization is in the files of the Police Department

RECOMMENDATION

The City Council adopt the attached resolution.

FISCAL IMPACT

\$ 0

BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

William T. Weatherly Jr.
Name

1. Resolution R- 95-08

Chief of Police
Title

Police
Department

REVIEWED BY

Initial Date

Department Head

City Supervisor

City Attorney

(As To Form)

[Signature] 12-5-08
[Signature] 12-9-08

RESOLUTION NO. R- 95 -08

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF PULLMAN AND AUTHORIZING THE DONATION OF SAID SURPLUS PROPERTY, TO-WIT: BICYCLES TO INTERNATIONAL FRIENDSHIP ASSOCIATION, A NON-PROFIT CHARITABLE ORGANIZATION.

WHEREAS, the City of Pullman has custody and possession of certain property listed on Exhibit "A", attached hereto, which property consists of bicycles which this Council has been advised are surplus to the needs of the city; and,

WHEREAS, donation of unclaimed bicycles and toys to charity is authorized by Section 63.32.050 Revised Code of Washington; and,

WHEREAS, the City of Pullman desires to donate said items in Exhibit "A" to a non-profit charitable organization; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the City of Pullman that the property listed in Exhibit "A" attached hereto and by this reference made a part hereof, is surplus to the needs of the City and should be donated to International Friendship Association.

BE IT FURTHER RESOLVED that the Chief of Police is authorized to provide the property listed in Exhibit "A" to a representative of International Friendship Association and to take such other action as may be necessary in order to effect the purpose of this resolution.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2008.

DATED this _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

Pullman Police Department
Bicycle Donations
November 2008

Date Found	BRAND	MODEL	COLOR	SN	STOLEN?	SPILLMAN	60 days on:	DONATE APPROVED	Storage Loc.	EV#	PR#	Case#
7/11/2007	Next	T22 Invader	GRN	34558918	N-103108	N-103108	9/12/2007	On Nov Donate list	LEB S 19	23222	07-P1770	07-P05482
11/20/2007	Norco	Katmandu	WHT	Unreadable	N-103108	N-103108	1/21/2008	On Nov Donate list	LEB S 15	20566	07-P2930	07-P09541
12/5/2007	Roadmaster	Climber	PLE	M000173391	N-103108	N-103108	2/6/2008	On Nov Donate list	LEB S 13	20567	07-P3095	07-P09906
4/25/2008	Next	Plush	BLU/SIL	DN04K037280	N-103108	N-103108	6/26/2008	On Nov Donate list	LEB S 22	22124	08-P1109	08-P03441
6/9/2008	KHS True Temper	Montana	BLK/RED	U70411869	N-103108	N-103108	8/10/2008	On Nov Donate list	LEB S 21	22125	08P1552	08-P04684
6/11/2008	Giant	Boulder	RED	CB6K9701	Officer	N-103108	8/12/2008	On Nov Donate list	LEB S 23	22119	08-P1562	08-P04744
6/23/2008	Murray	Mt. Climber	GRY/PLE	MOS1284136	N-103108	N-103108	8/24/2008	On Nov Donate list	LEB S 14	22181	08-P1707	08-P5031
8/29/2008	Timberline	GT	GRN	FSSY5J0112	Officer	N-103108	10/30/2008	On Nov Donate list	LEB S 12	22581	08-P2210	08-P06785

Dan Ringer 11/19/08

14. RESOLUTION NO. R-96-08

A RESOLUTION ACCEPTING THE BASE BID OF T BAILEY, INC. FOR TANK 10 CONSTRUCTION AND AUTHORIZING EXECUTION AND DELIVERY OF THE CONTRACT FOR SAID PROJECT.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of : 12/09/08

ACTION REQUESTED:

Award the Tank 10 Construction contract.

BACKGROUND:

The scope of contract 08-06, Tank 10 Construction, provides for construction of a new one million gallon welded steel water standpipe (105 feet tall and 42 feet in diameter), foundation, associated piping, site work, small control house, and associated electrical and control improvements. The bid schedule included Additive Alternate No.1, which consists of Geopier foundation enhancements. Based on the bid price received for this additive item, staff does not believe the cost is commensurate with the benefits. Therefore, we are recommending that only the Base Bid be awarded. The project is identified as a capital project in the city's recently completed Water System Plan update. Bids for this project were opened on November 18, 2008 with four bids received. The low bidder was T Bailey, Inc. at \$1,134,424.68 for the Base Bid. The Engineer's Estimate was \$1,323,666.29. A copy of the bid summary is attached for reference. Funding for this project will be from the Utility Capital Projects Fund, SW Hill Standpipe Reservoir.

RECOMMENDATION:

Adopt the attached resolution awarding contract 08-06, Tank 10 Construction, to T Bailey, Inc. for the bid amount of \$1,134,424.68.

FISCAL IMPACT:

\$1,134,424.68
<u>403.3309.594.34.62.00</u>
BARS Code Number

SUBMITTED BY:

Name Kevin Gardes
Title Deputy Public Works Director
Dept. Public Works

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Resolution No. R-96-08
2. Bid Summary

REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>11/24/08</u>
City Supervisor	<u>JFD</u>	<u>12/5/08</u>
City Attorney	<u>may</u>	<u>11-24-08</u>
(As to Form)		

S.R. #133

RESOLUTION NO. R- 96 -08

A RESOLUTION ACCEPTING THE BASE BID OF T BAILEY, INC. FOR TANK 10 CONSTRUCTION AND AUTHORIZING EXECUTION AND DELIVERY OF THE CONTRACT FOR SAID PROJECT.

WHEREAS, T Bailey, Inc. submitted the low bid for Contract No. 08-06, Tank 10 Construction Base Bid in the amount of One Million, One Hundred Thirty-Four Thousand, Four Hundred Twenty-Four and 68/100 DOLLARS (\$1,134,424.68); and,

WHEREAS, a contract has been prepared to provide for performance of said project; and,

WHEREAS, the City Council deems it to be in the best interests of the city of Pullman to enter into said contract; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that the base bid of T Bailey, Inc. for the above-described project be and it is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor and the Finance Director be and they are hereby authorized and directed to execute the contract for said project and to deliver an executed copy thereof to T Bailey, Inc.

BE IT FURTHER RESOLVED that pursuant to the provisions of RCW 46.90.265(2), the traffic engineer is hereby authorized to place and maintain official traffic control devices as the traffic engineer may deem necessary to regulate, warn, or guide traffic during construction.

IT IS FURTHER RESOLVED that the mayor is hereby authorized to take whatever further action is necessary, including but not limited to the execution of a Contractor's Escrow Agreement if requested by the Contractor, in order to effect the purposes of this resolution.

ADOPTED by the City Council for the City of Pullman at a regular meeting held on the _____ day of _____, 2008.

DATED this _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

ENGINEER'S ESTIMATE AND BID SUMMARY
TANK 10 CONSTRUCTION
BID OPENING 11-18-08

Item No.	Bid Item	Estimated Quantity	Engineer's Estimate		T Bailey, Inc.		CBI Services, Inc.		MRM Construction, Inc.		Brown-Minneapolis Tank Co.	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1 L.S.	91,703.00	\$ 91,703.00	40,642.00	\$ 40,642.00	95,000.00	\$ 95,000.00	100,000.00	\$ 100,000.00	20,000.00	\$ 20,000.00
2	Steel Tank	1 L.S.	687,805.31	\$ 687,805.31	579,300.00	\$ 579,300.00	688,471.00	\$ 688,471.00	662,330.00	\$ 662,330.00	790,000.00	\$ 790,000.00
3	Steel Tank Painting	1 L.S.	160,000.00	\$ 160,000.00	80,000.00	\$ 80,000.00	85,000.00	\$ 85,000.00	95,500.00	\$ 95,500.00	107,000.00	\$ 107,000.00
4	Foundation	1 L.S.	104,940.15	\$ 104,940.15	125,900.00	\$ 125,900.00	130,000.00	\$ 130,000.00	92,200.00	\$ 92,200.00	120,000.00	\$ 120,000.00
5	Site Work	1 L.S.	84,270.90	\$ 84,270.90	112,500.00	\$ 112,500.00	50,000.00	\$ 50,000.00	58,000.00	\$ 58,000.00	58,000.00	\$ 58,000.00
6	Piping, Valving, Meter, Etc.	1 L.S.	57,440.25	\$ 57,440.25	70,800.00	\$ 70,800.00	40,000.00	\$ 40,000.00	40,400.00	\$ 40,400.00	55,000.00	\$ 55,000.00
7	Control House	1 L.S.	24,704.40	\$ 24,704.40	15,500.00	\$ 15,500.00	45,000.00	\$ 45,000.00	34,000.00	\$ 34,000.00	30,000.00	\$ 30,000.00
8	Electrical and Controls	1 L.S.	17,026.80	\$ 17,026.80	27,700.00	\$ 27,700.00	30,000.00	\$ 30,000.00	26,300.00	\$ 26,300.00	35,000.00	\$ 35,000.00
				BASE BID SUBTOTAL	\$ 1,052,342.00		\$ 1,163,471.00		\$ 1,108,730.00		\$ 1,215,000.00	
				7.8% sales tax	\$ 82,082.68		\$ 90,750.74		\$ 86,480.94		\$ 94,770.00	
				BASE BID TOTAL	\$ 1,323,666.29		\$ 1,254,221.74		\$ 1,195,210.94		\$ 1,309,770.00	

ADDITIVE ALTERNATE NO. 1

Item No.	BID ITEM	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Geopier Foundation	1 L.S.	92,080.00	\$ 92,080.00	\$123,800.00	\$ 123,800.00	No Bid	\$ -	\$195,000.00	\$ 195,000.00	\$98,000.00	\$ 98,000.00
				7.8% sales tax	\$ 7,182.24		\$ 9,656.40		\$ 15,210.00		\$ 7,644.00	
				ADDITIVE ALTERNATE NO. 1 TOTAL	\$ 99,262.24		\$ 133,456.40		\$ 210,210.00		\$ 105,644.00	

TOTAL BASE BID PLUS ALTERNATE NO. 1 (including sales tax) **\$ 1,422,928.53**

\$ 1,267,881.08

\$ 1,254,221.74

\$ 1,405,420.94

\$ 1,415,414.00

15. RESOLUTION NO. R-97-08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES TO WASHINGTON STATE UNIVERSITY.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 9, 2008

ACTION REQUESTED

Pass the proposed resolution to execute the interlocal agreement between the city of Pullman and WSU for fire and emergency medical protection services.

BACKGROUND

The city of Pullman and WSU entered into interlocal agreements in 2005 pertaining to the city of Pullman providing fire services to WSU. Under the terms of the June 16, 2005 interlocal agreement, the contract amount for 2009 was to be settled by July 1, 2008. At the City Council meeting on June 24, 2008, we provided a staff report on the status of the unsettled negotiations for the 2009 contract. At the City Council meeting on September 23, 2008, we reported that a compromise had been reached that both parties were willing to recommend for approval. A new interlocal agreement has now been prepared to replace the June 16, 2005, interlocal agreement. Under the terms of the proposed interlocal agreement, WSU would pay \$723,700 in 2009 through payments of \$51,975 per month plus \$50,000 payments on January 1, 2009, and July 1, 2009. Should the legislature approve a WSU request for an additional \$200,000 in funding for this interlocal agreement in the 2009-2011 biennium, WSU will pay the city an additional \$100,000 in 2009.

RECOMMENDATION

Pass the proposed resolution

FISCAL IMPACT

\$ _____

BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Name: John Sherman
Title: City Supervisor
Department: Administration

1. Resolution R- 97 -08

REVIEWED BY

	Initial	Date
Department Head	<u>JSS</u>	<u>12-3-08</u>
City Supervisor	<u>JSS</u>	<u>12-4-08</u>
City Attorney (As To Form)	<u>Cmaj</u>	<u>12-5-08</u>

RESOLUTION NO. R- 97 -08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES TO WASHINGTON STATE UNIVERSITY.

WHEREAS, the City Council for the city of Pullman has before it the Interlocal Agreement for Fire Protection Services Between Washington State University and City of Pullman 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 adopt said Interlocal Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Interlocal Agreement attached hereto as Exhibit "A" and to deliver an executed original thereof to Washington State University.

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 Interlocal Agreement authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interlocal Agreement shall be posted on the official Web site of the city of Pullman and shall be effective upon posting.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the ____ day of _____, 2008.

DATED this ____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to form:

City Attorney

**INTERLOCAL AGREEMENT
FOR FIRE AND EMERGENCY MEDICAL PROTECTION SERVICES BETWEEN
WASHINGTON STATE UNIVERSITY AND CITY OF PULLMAN**

This Agreement, made and entered into this _____ day of _____, 2008 by and between Washington State University ("University"), a public higher education institution of the state of Washington, and the city of Pullman, a municipal corporation of the state of Washington ("City") provides for an equitable payment by University to City for the fire and emergency medical protection services provided to University property, students, and employees. This Agreement replaces the Interlocal Agreement for Fire Protection Services between WSU and City of Pullman, dated June 16, 2005, and is for calendar years 2009 until terminated.

I. RECITALS

WHEREAS, the University ceased providing fire and emergency medical protection services to its Pullman campus and facilities effective May 15, 2005; and

WHEREAS, the City assumed its statutory responsibility to furnish fire and emergency medical protection services to the campus area and facilities of the University when the University ceased providing such services; and

WHEREAS, the University and the City previously executed an Interlocal Agreement for Fire Protection Services dated June 16, 2005, and recorded said Agreement with the Whitman County Auditor as Record No. 663963; and

WHEREAS, the University and the City mutually agree that the June 16, 2005, Interlocal Agreement shall be terminated in its entirety and the instant Agreement shall replace the June 16, 2005, Interlocal Agreement; and

WHEREAS, the City will encourage future WSU students to apply to become City reserve firefighters; and

WHEREAS, under the authority of Ch. 39.34 RCW, RCW 28B.30.150 and RCW 35.21.775 the University may agree to pay the City an equitable share of the City's costs of providing fire and emergency medical protection services; and

WHEREAS, the University is prepared to pay an equitable share of the City's costs for providing fire and emergency medical protection services; and

WHEREAS, the City shall continue to provide fire and emergency medical protection services to the campus:

NOW THEREFORE, acting pursuant to the authority granted by state law, it is hereby agreed by and between the City and the University as follows:

II. PURPOSE, SCOPE AND TERM OF AGREEMENT

The purpose of this Agreement is to provide for payment from the University to the City of an equitable share of the City's cost of providing fire and emergency medical protection services, including the protection of employees, students and property of the University pursuant to RCW 35.21.775. Fire protection services on campus shall include responses to fire alarms but not to trouble alarms. Emergency medical protection shall include basic and advanced life support service and responses.

The term of this Agreement shall commence January 1, 2009, and end December 31, 2010. It may be extended or modified in a signed writing in accordance with Clause VII, *supra*.

For subsequent terms the agreement will be executed by the City and the University prior to July 1, of each even numbered year, and will consider the University's budget resources, relevant legislative actions, the City's budget resources, the City's actual costs in providing fire protection and emergency medical services, including its incremental costs in expanding its services to the campus, and the experience gained by the Parties from the operation of this Agreement.

III. ADMINISTRATION OF FIRE PROTECTION SERVICES

- A. The City shall have direction and control of the City Fire Department and, except as otherwise provided in this Agreement, shall pay all costs relating to the operation of the City Fire Department in the provision of fire and emergency medical protection services to the entire City of Pullman, including the facilities and campus area of the University.
- B. It is agreed by and between the City and the University that the management of the City Fire Department will lie exclusively with the City, and the level of fire protection and emergency medical protection services to be provided to the facilities and campus area of

the University will be determined by the Fire Chief, or his representative, using the same criteria applicable to the provision of those services to the remainder of the City.

- C. For the period of this Agreement, the City shall include sufficient funds in its annual budget for the support of the City Fire Department to include the cost of the responsibility for provision of fire and emergency medical protection services to the facilities and campus area of the University.
- D. It is understood and agreed that provision of fire protection and emergency medical services to the University facilities and campus by the City will continue regardless of the existence of any agreement between the parties.

IV. UNIVERSITY CONTRIBUTION TO CITY BUDGET FOR FIRE PROTECTION SERVICES

The University agrees to contribute, to the annual budget of the City Fire Department, an equitable share of the Department's cost of providing fire protection services to Pullman, including the facilities and campus area of the University. For calendar year 2009, the University shall contribute fifty-one thousand nine hundred seventy-five dollars (\$51,975) as the Consumer Price Index – May/June Washington (CPI) increase over the 2008 payment, payable 1/12 (one-twelfth) each month, and shall also pay fifty thousand dollars (\$50,000) on January 1, 2009, and an additional fifty thousand dollars (\$50,000) on July 1, 2009.

The University is seeking an increase of \$200,000 in legislative funding for fire and emergency protection services for the 2009-11 biennium. If this request is approved, University shall pay the City a total of eight hundred twenty-three thousand seven hundred dollars (\$823,700) in 2009 in accordance with an agreed payment schedule.

For subsequent years, should negotiations not be resolved by March 1 of the applicable year, either party may request arbitration under the terms of RCW 35.21.779. The parties agree to negotiate regarding future fire equipment and fire facility improvements based upon an equitable sharing of costs based upon the percentage of benefit to the University of said fire equipment or fire facility.

V. ADMINISTRATION OF AGREEMENT AND CREATION OF ADVISORY BOARD

No separate legal or administrative entity or operating fund is created by the execution of this Agreement. For the purpose of compliance with RCW 39.34.030(4), the City shall be responsible for administering the services and undertakings required by this Agreement. The City and the University agree to establish an Advisory Board which shall meet at least annually to discuss issues related to the provision by the City Fire Department of fire protection and emergency medical services to the facilities and campus area of the University. The Advisory Board shall include the City Fire Chief, the City Supervisor, the University's Vice President of Business and Finance or designee, and the University's Public Safety Director. The City shall consider any concerns raised by the University in its planning and future delivery of services.

VI. INDEMNIFICATION

The University shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents in the execution of its responsibilities under the terms of the Agreement, and, the City shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents in the execution of its responsibilities under the terms of this Agreement. Each party shall indemnify, and hold the other party harmless from any loss which results to the other Party for any act of negligence by their employees or agents in the performance of any duties required under the terms of this Agreement. No Party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement. Each party shall be responsible for the damages to its own real and personal property during the performance of duties under this Agreement.

VII. MODIFICATION AND TERMINATION OF AGREEMENT

The City and the University may agree to modify or terminate this Agreement. Such modification or termination shall be in writing, signed and dated by the authorized and designated representatives of the City and the University and attached to this Agreement. If either Party provides notice of intent to terminate this Agreement, the City shall immediately

invoke the procedures for mandatory contractual negotiations and payment from the University as provided in RCW 35.21.779 and WAC 365-80-100 *et seq.*

VIII. INTERPRETATION AND APPLICABLE LAW

The Parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. This Agreement and any rights and obligations hereunder shall be construed and interpreted in accordance with the laws of the State of Washington.

IX. RIGHTS NOT ASSIGNABLE

Neither Party to this Agreement shall assign any rights hereunder to any other person or entity, governmental or otherwise, without the prior written approval of the other Party.

X. SEVERABILITY

In the event any provision or provisions constituting less than the entirety of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

XI. WAIVER

No waiver of any breach of this Agreement by any of the parties shall be held to be a waiver of any subsequent breach. Failure of any party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part thereof, or the right of any party hereto to hereafter enforce each and every such provision.

XII. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the City and the University with regard to its subject matter, including with regard to the equitable share of the cost of fire

protection and emergency medical services by the City to the facilities and campus area of the University. No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Each party is represented by and has the assistance of legal counsel and each party has read and understands all of the terms of this Agreement. Each party further acknowledges that no representations, promises, or agreements not expressed in this Agreement, have been made to induce the officials of City or the University to execute this Agreement.

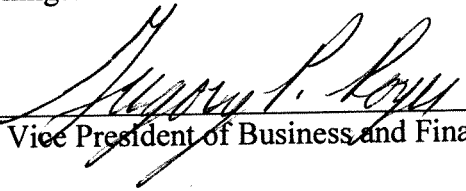
XIII. EXECUTION OF AGREEMENT

This Agreement shall be subject to written approval of the authorized representatives of the City, under the authority of the City Council, and the authorized representatives of the University, pursuant to the authority of the Board of Regents, and shall not be binding upon the City or the University until so approved. This Agreement may be altered, amended, or modified only by written agreement executed by both the City and the University.

CITY OF PULLMAN, a municipal
Corporation of the state of
Washington

By: _____
Mayor

WASHINGTON STATE UNIVERSITY, an
institution of higher education of the state of
Washington

By: 
Vice President of Business and Finance


ATTEST:

Finance Director

Date: 12/4/08

Approved as to Form:

Date: _____


Assistant Attorney General

Date: December 4, 2008

16. AN ORDINANCE AMENDING THE 2008 BUDGET.

STAFF REPORT_____

QUESTIONS FROM COUNCIL ON STAFF REPORT_____

READING OF ORDINANCE NO. 08-22_____

AN ORDINANCE AMENDING ORDINANCE NO. 07-32 ADOPTED DECEMBER 4, 2007,
AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF
PULLMAN FOR THE YEAR 2008".

DISCUSSION_____

ACTION TAKEN_____

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 9, 2008

ACTION REQUESTED

Amendments to the 2008 Budget.

BACKGROUND

See attached memorandum and ordinance exhibits

RECOMMENDATION

Passage of ordinance amending the 2008 Budget

FISCAL IMPACT

See ordinance exhibits

SUBMITTED BY

Troy Woo
Finance Director
Administration/Finance

ATTACHMENTS FOR COUNCIL REVIEW

1. Ordinance No. 08 - 22

REVIEWED BY **Initial**

Date

Dept Head

TW

11/21/08

City Supervisor

JFA

12/5/08

City Attorney
(as to form)

mgj

12-5-08

ORDINANCE No. 08- 22

AN ORDINANCE AMENDING ORDINANCE NO. 07-32 ADOPTED DECEMBER 4, 2007, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2008".

WHEREAS, RCW 35 A.33.090 establishes the procedure for the City Council to amend the annual budget of the City if an urgency or emergency, which could not be reasonably foreseen at the time of the adoption of the annual budget, requires the expenditure of money not provided for in the annual budget; and

WHEREAS, RCW 35A.33.090 requires the City Council, before allowing any expenditure of money not provided for in the adopted annual budget, to adopt an ordinance stating the facts constituting the urgency or emergency and the estimated amount to be appropriated from the City budget required to meet the emergency; and

WHEREAS, the City Council of the City of Pullman has permitted all citizens of the City of Pullman to appear and testify for or against the adoption of this emergency budget ordinance;

NOW THEREFORE, the City Council of the City of Pullman does hereby ordain:

SECTION 1: The City Council of the City of Pullman hereby declares that an urgency and emergency exists requiring the amendment of the 2008 City Budget based upon the facts as set forth in the memorandum from the Finance Director attached hereto as Exhibit "A".

SECTION 2: The City Council hereby appropriates \$64,438 from the City budget reserve as necessary to meet the requirements for city expenditures that were not anticipated at the time of the adoption of the 2008 city budget as outlined in the summary of proposed expenditures prepared by the Finance Director attached hereto as Exhibit "B".

SECTION 3: This ordinance shall be in full force and take effect five (5) days from and after its publication, or a summary thereof is published, in The Daily News the official newspaper of the city of Pullman.

PASSED by the City Council of the city of Pullman at a regular meeting held on the ____ day of _____, 2008.

SIGNED by the Mayor in Authentication and Approval Thereof on the ____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

Summary published: _____

Memo

To: Mayor, City Council, and City Supervisor
From: Troy Woo, Finance Director ^{tw}
Date: November 21, 2008
Re: 2008 Budget Amendments

This is a request for amendment of the 2008 General Fund Expenditure Budget in the amount of \$64,438. State law requires that the City Council declare that an urgency and emergency exists requiring the amendment of the adopted 2008 City Budget to provide for expenditures that were not anticipated at the time of the 2008 City Budget, and that the proposed budget amendment pass by a vote of one more than a majority.

The amendment consists solely of adjustments related to the Pullman Police Officers' Guild labor contract that was ratified by the City Council on November 18. \$64,438 is requested for regular salaries and wages, overtime, and benefits categories within various areas of the Police Department budget.

Exhibit "B" of the proposed ordinance is a summary of all line item budget requests and the effects on the General Fund budget totals.

2008 BUDGET AMENDMENTS: 12/9/08

<u>FUND / DEPT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>REVENUES</u>	<u>EXPENDITURES</u>
<u>GENERAL FUND (001):</u>				
<u>Revenues:</u>				
<u>Expenditures:</u>				
Police	Regular Salaries and Wages	001.2100.521.21.11.00		8,353
	Overtime	001.2100.521.21.12.00		466
	Benefits	001.2100.521.21.22.00		1,227
	Regular Salaries and Wages	001.2100.521.22.11.00		42,287
	Overtime	001.2100.521.22.12.00		2,472
	Benefits	001.2100.521.22.22.00		6,226
	Regular Salaries and Wages	001.2100.521.30.11.00		2,079
	Overtime	001.2100.521.30.12.00		71
	Benefits	001.2100.521.30.22.00		299
	Overtime	001.2100.521.40.12.00		777
	Benefits	001.2100.521.40.22.00		108
	Overtime	001.2100.521.71.12.00		64
	Benefits	001.2100.521.71.22.00		9
TOTAL GENERAL FUND			\$0	\$64,438

REVISED BUDGET SUMMARY (Amended Funds Only)

<u>GENERAL FUND</u>	<u>ORIGINAL 2008 BUDGET</u>		<u>THIS</u>	<u>AMENDED</u>
<u>DEPARTMENT TOTALS</u>			<u>AMENDMENT</u>	<u>BUDGET</u>
			<u>REQUEST</u>	
Administration/Finance	\$ 1,270,899			\$ 1,270,899
General Government	217,437			217,437
Police	4,985,052		64,438	5,049,490
Fire	3,912,605			3,912,605
Public Works	640,021			640,021
Planning	238,298			238,298
Library	1,174,638			1,174,638
Public Services	2,517,571			2,517,571
Capital/Operating Transfers	349,515			349,515
TOTAL GENERAL FUND:	\$ 15,306,036		\$ 64,438	\$ 15,370,474

17. AN ORDINANCE ADOPTING THE 2009 BUDGET.

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

READING OF ORDINANCE NO. 08-23

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2009.

DISCUSSION

ACTION TAKEN

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 9, 2008

ACTION REQUESTED

Adopt 2009 Budget

BACKGROUND

The Mayor delivered his 2009 Budget Message on November 5, 2008. The 2009 Preliminary Budget copies were distributed on October 31, 2008. A separate hearing on General Fund revenue sources was held on October 21, 2008. The Preliminary Budget hearing was held during the special City Council meeting on November 5, 2008. The final budget hearing was held on November 18.

As discussed at the final public hearing, the budget ordinance presented herein contains changes from the original 2009 Preliminary Budget draft. The budget does reflect the impacts of the salary settlements contained in the ratified Uniformed Police labor contract. The ordinance may include the effect of "rounding off" cents to whole dollars may have changed fund totals a dollar or two.

RECOMMENDATION

1. Adopt 2009 Budget Ordinance

FISCAL IMPACT

See Attached Ordinance for Budget Data

SUBMITTED BY:

REVIEW

Troy Woo
Finance Director
Administration/Finance

ATTACHMENTS FOR COUNCIL

1. Memo dated 11/26/08
2. Ordinance No. 08 -

REVIEWED BY

	<u>Initial</u>	<u>Date</u>
Dept Head	<u>TW</u>	<u>12/5/08</u>
City Supervisor	<u>JFJ</u>	<u>12/5/08</u>
City Attorney (as to form)	<u>maj</u>	<u>12-5-08</u>

Memo

To: Mayor, City Council, and City Supervisor
From: Troy Woo, Finance Director ^W
Date: November 26, 2008
Re: 2009 Budget Ordinance

After many hours of hard work by the City Council, Mayor, and City staff, the final step of the 2009 Budget process has been reached. Prior to tonight, we adopted the Budget Schedule on September 23, conducted a Pre-Budget Workshop on October 21, conducted the Revenue Hearing on October 21, the Mayor presented his budget message, City staff presented a balanced Budget, and conducted the Preliminary Budget Hearing on November 5, and on November 18 we adopted Property Tax Levies and conducted the Final Budget Hearing. Tonight, we hope you will approve the 2009 Budget Ordinance.

As discussed during the public hearings, the Budget Ordinance presented for your approval contains changes to the original 2009 Preliminary Budget draft that was presented at the November 5, 2008 budget hearing. The Police Department's budget has been changed to reflect the salary adjustments contained the recently adopted 2008-2011 Uniformed Police labor contract.

On page 2 is a summary of all City of Pullman funds' 2009 estimated beginning cash, revenues, expenditures, and estimated ending cash. To balance the budget, it is estimated that the General Fund will utilize \$924,985 of cash reserves. The summary shows that the General Fund ending cash projection is \$2,050,446. After adjusting for the \$100,000 CIP reserve, 10 percent Metropolitan Park District Capital reserve, and other miscellaneous reserves estimated ending cash is equal to 12.1 percent of the operating budget.

The final 2008 – 2009 Budget Summary by Fund is on page 3. The total City budget is \$42,579,497, which is a decrease of \$4,031,284 or 8.6 percent compared to the amended 2008 budget. The General Fund total budget is \$15,553,624, which is an increase of \$183,150 or 1.2 percent.

<u>FUND</u>	<u>ESTIMATED</u>	<u>REVENUES</u>	<u>TOTAL</u>	<u>EXPENDITURES</u>	<u>ESTIMATED</u>	<u>TOTAL</u>
	<u>BEGINNING</u>		<u>RESOURCES</u>		<u>ENDING</u>	
	<u>CASH</u>				<u>CASH</u>	<u>USES</u>
General						
Admin/Finance				1,304,714		
Police				5,119,017		
Fire Services				4,012,796		
Public Works				662,311		
Planning				261,267		
General Gov't				314,982		
Public Services				2,723,065		
Library				<u>1,155,472</u>		
General Fund Total	2,975,431	14,628,639	17,604,069	15,553,624	2,050,446	17,604,069
Arterials	960,898	1,378,500	2,339,398	1,457,250	882,148	2,339,398
Streets	1,864,322	1,786,000	3,650,322	2,209,105	1,441,217	3,650,322
Civic Improve	806,566	270,211	1,076,777	243,938	832,839	1,076,777
G.O. Bond	4,195	-	4,195	-	4,195	4,195
Cem. Expansion	19,840	6,000	25,840	-	25,840	25,840
2005 LTGO Bond	395	39,593	39,988	39,593	395	39,988
2007 Bond	948,711	283,850	1,232,561	916,650	315,911	1,232,561
Downtown Riverwalk	15,445	-	15,445	4,000	11,445	15,445
Utilities	11,232,851	7,981,400	19,214,251	6,961,868	12,252,383	19,214,251
Util Cap Proj	-	-	-	6,347,700	-	6,347,700
Transit	869,899	3,372,599	4,242,498	3,517,641	724,857	4,242,498
Equip Rental	825,426	2,289,774	3,115,200	2,875,626	239,574	3,115,200
Govt Bldgs	348,621	827,036	1,175,657	822,936	352,721	1,175,657
Info Systems	231,978	378,814	610,792	384,814	225,978	610,792
Lawson Endow	257,542	133,000	390,542	130,191	260,351	390,542
Cemetery Care	242,002	8,200	250,202	6,000	244,202	250,202
Fire Pension	207,441	28,868	236,309	-	236,309	236,309
Airport Agency	41,801	1,156,752	1,198,553	1,108,561	89,992	1,198,553
TOTAL	\$ 21,853,363	\$ 34,569,236	\$ 56,422,599	\$ 42,579,497	\$ 20,190,802	\$ 62,770,299

2008 - 2009 BUDGET SUMMARY BY FUND

2008 AMENDED BUDGET*

2009 BUDGET REQUEST

FUND	TITLE	REVENUES	EXPENDITURES	REVENUES	EXPENDITURES	CHANGE
001	GENERAL FUND:					
	ADMINISTRATION/FINANCE		1,270,899		1,304,714	33,815
	POLICE/SUPPORT SERVICE		5,010,207		5,096,517	86,310
	FIRE/RESCUE		3,912,605		3,972,346	59,741
	PUBLIC WORKS		640,021		662,311	22,290
	PLANNING		238,298		261,267	22,969
	PUBLIC SERVICES		2,517,571		2,621,065	103,494
	LIBRARY		1,174,638		1,155,472	(19,166)
	GENERAL GOVERNMENT		217,437		197,737	(19,700)
	OPERATING TRANSFERS:					
	AIRPORT		32,013		32,013	
	OTHER		191,557		85,232	(106,325)

TOTAL OPERATING EXPENDITURES: **\$15,205,246**

\$15,388,674 **\$183,428**

OPERATING PERCENTAGE CHANGE: **1.2%**

CAPITAL EXPENDITURES & TRANSFERS:

CAPITAL EXPENDITURES	165,228
TO DEBT REDEMPTION FUND	
TO OTHER FUNDS	

164,950	(278)

TOTAL CAPITAL:

\$165,228

\$164,950 **(\$278)**

TOTAL GENERAL FUND: **\$14,174,051** **\$15,370,474**

\$14,628,639 **\$15,553,624** **\$183,150**

TOTAL FUND PERCENTAGE CHANGE **1.2%**

104	ARTERIAL STREETS	402,417	290,700
105	STREETS	1,790,840	2,433,175
120	CIVIC IMPROVEMENT	249,244	232,417
201	G.O.BOND REDEMPTION	59,000	438,503
310	CEMETERY EXPANSION	11,000	
315	2005 LTGO BOND FUND	40,628	53,092
316	2007 BOND FUND	687,503	2,127,676
322	DOWNTOWN RIVERWALK		6,809
401	UTILITIES	7,878,117	7,699,195
403	UTILITY CAPITAL PROJECTS		7,097,306
405	TRANSIT	2,751,405	3,070,421
501	EQUIPMENT RENTAL	1,768,112	2,501,985
504	GOV'T BUILDINGS	956,135	1,136,534
507	INFORMATION SYSTEMS	368,670	393,949
607	LAWSON GARDENS ENDOW	133,500	213,297
610	CEMETERY CARE FUND	15,500	11,000
615	FIREMEN'S PENSION	28,095	
651	AIRPORT AGENCY	3,571,397	3,534,248

TOTAL ALL FUNDS:

\$34,885,614 **\$46,610,781**

1,378,500	1,457,250	1,166,550
1,786,000	2,209,105	(224,070)
270,211	243,938	11,521
		(438,503)
6,000		
39,593	39,593	(13,499)
283,850	916,650	(1,211,026)
	4,000	(2,809)
7,981,400	6,961,868	(737,327)
	6,347,700	(749,606)
3,372,599	3,517,641	447,220
2,289,774	2,875,626	373,641
827,036	822,936	(313,598)
378,814	384,814	(9,135)
133,000	130,191	(83,106)
8,200	6,000	(5,000)
28,868		
1,156,752	1,108,561	(2,425,687)

\$34,569,236 **\$42,579,497** **(\$4,031,284)**

PERCENTAGE CHANGE: **-8.6%**

* Includes Budget Amendments Approved on May 20, 2008, October 14, 2008, and December 9, 2008

ORDINANCE NO. 08-23

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2009.

WHEREAS, the Mayor of the City of Pullman, Washington completed and placed on file with the Finance Director a preliminary budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve amounts and expenses of the government of said City for the fiscal year ending December 31, 2009, and notices were published that the Council of said City would meet on October 21, 2008, to review General Fund revenue sources and also on November 5 and 18, 2008, at the hour of 7:30 p.m. in Pullman City Hall Council Chambers for the purpose of reviewing said preliminary budget and making any changes to it and also giving residents an opportunity to review said preliminary budget document and be heard upon said budget; and,

WHEREAS, the City Council did meet at said times and place and did then consider the matter of said preliminary budget; and,

WHEREAS, the said preliminary budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Pullman for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of the City of Pullman and being sufficient to meet the various needs of the City of Pullman during said period.

NOW, THEREFORE, the City Council of the City of Pullman do ordain as follows:

SECTION 1: The budget for the City of Pullman for the year 2009 is hereby adopted in its final form as adjusted at the public hearings from the content as set forth in the document entitled 2009 PRELIMINARY BUDGET, three (3) copies of which are on file in the Finance Department at City Hall.

SECTION 2: Estimated resources, including fund balances or working capital for each separate fund of the City of Pullman, and aggregate totals for all such funds combined, for the year 2009 are set forth in summary form below, and are hereby appropriated for expenditures or reserved for ending cash during the year 2009 as set forth below:

<u>FUND</u>	<u>ESTIMATED BEGINNING CASH</u>	<u>REVENUES</u>	<u>TOTAL RESOURCES</u>	<u>EXPENDITURES</u>	<u>ESTIMATED ENDING CASH</u>	<u>TOTAL USES</u>
General						
Admin/Finance				1,304,714		
Police				5,119,017		
Fire Services				4,012,796		
Public Works				662,311		
Planning				261,267		
General Gov't				314,982		
Public Services				2,723,065		
Library				1,155,472		
General Fund Total	2,975,431	14,628,639	17,604,069	15,553,624	2,050,446	17,604,069
Arterials	960,898	1,378,500	2,339,398	1,457,250	882,148	2,339,398
Streets	1,864,322	1,786,000	3,650,322	2,209,105	1,441,217	3,650,322
Civic Improve	806,566	270,211	1,076,777	243,938	832,839	1,076,777
G.O. Bond	4,195	-	4,195	-	4,195	4,195
Cem. Expansion	19,840	6,000	25,840	-	25,840	25,840
2005 LTGO Bond	395	39,593	39,988	39,593	395	39,988
2007 Bond	948,711	283,850	1,232,561	916,650	315,911	1,232,561
Downtown Riverwalk	15,445	-	15,445	4,000	11,445	15,445
Utilities	11,232,851	7,981,400	19,214,251	6,961,868	12,252,383	19,214,251
Util Cap Proj	-	-	-	6,347,700	-	6,347,700
Transit	869,899	3,372,599	4,242,498	3,517,641	724,857	4,242,498
Equip Rental	825,426	2,289,774	3,115,200	2,875,626	239,574	3,115,200
Govt Bldgs	348,621	827,036	1,175,657	822,936	352,721	1,175,657
Info Systems	231,978	378,814	610,792	384,814	225,978	610,792
Lawson Endow	257,542	133,000	390,542	130,191	260,351	390,542
Cemetery Care	242,002	8,200	250,202	6,000	244,202	250,202
Fire Pension	207,441	28,868	236,309	-	236,309	236,309
Airport Agency	41,801	1,156,752	1,198,553	1,108,561	89,992	1,198,553
TOTAL	\$ 21,853,363	\$ 34,569,236	\$ 56,422,599	\$ 42,579,497	\$ 20,190,802	\$ 62,770,299

SECTION 3: The Finance Director is directed to transmit certified copies of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

SECTION 4: This ordinance shall be in full force and take effect five (5) days from and after its publication, or a summary thereof is published, in the official newspaper of the City of Pullman.

PASSED by the City Council of the City of Pullman at a special meeting held on the _____ day of _____, 2008.

SIGNED by the Mayor in authentication and Approval Thereof on the _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

Summary Published: _____