

8. AN ORDINANCE ACCEPTING A RESTRICTED DONATION.

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

READING OF ORDINANCE NO. 08-15

AN ORDINANCE ACCEPTING A RESTRICTED MONETARY DONATION FROM THE FRIENDS OF NEILL PUBLIC LIBRARY TO THE CITY OF PULLMAN FOR THE NEILL PUBLIC LIBRARY PATIO AREA EXPENDITURES.

DISCUSSION

ACTION TAKEN

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: September 9, 2008

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### ACTION REQUESTED

Pass the attached ordinance accepting a restricted monetary donation from the Friends of Neill Public Library to be used for Neill Public Library patio expenditures.

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### BACKGROUND

The Friends of Neill Public Library has donated \$22,941.50 to be deposited into the General Fund to be used for Neill Public Library patio expenditures.

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### RECOMMENDATION

Pass attached ordinance.

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### FISCAL IMPACT

\$ \_\_\_\_\_

BARS Code Number \_\_\_\_\_

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### SUBMITTED BY

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Troy Woo  
Name

Ordinance No. 08- 15

Finance Director  
Title

Finance  
Department

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### REVIEWED BY

	Initial	Date
Department Head	<u>TW</u>	<u>9/2/08</u>
City Supervisor	<u>TW for</u>	<u>9/5/08</u>
City Attorney (As To Form)	<u>mag</u>	<u>9-5-08</u>

ORDINANCE NO. 08- 15

AN ORDINANCE ACCEPTING A RESTRICTED MONETARY DONATION FROM THE FRIENDS OF NEILL PUBLIC LIBRARY TO THE CITY OF PULLMAN FOR THE NEILL PUBLIC LIBRARY PATIO AREA EXPENDITURES.

WHEREAS, the Friends of Neill Public Library has designated a \$22,941.50 gift to be used for Neill Public Library patio area expenditures; and,

WHEREAS, the city of Pullman has a present use for said \$\$22,941.50; and,

WHEREAS, this Council believes it would be in the best interests of the city of Pullman to accept said donation; now, therefore,

THE CITY COUNCIL OF THE CITY OF PULLMAN DO ORDAIN AS FOLLOWS:

SECTION 1: The City of Pullman hereby accepts the monetary donation of said \$22,941.50 from the Friends of Neill Public Library pursuant to the authority granted by R.C.W. 35.21.100. The appropriate administrative officials of the city are authorized to take possession of said donation.

SECTION 2: Said donation shall be deposited into the General Fund to be used for the Neill Public Library patio area expenditures.

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:

9. A RESOLUTION ESTABLISHING A UNIVERSITY DISTRICT.

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STAFF REPORT\_\_\_\_\_

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QUESTIONS FROM COUNCIL ON STAFF REPORT\_\_\_\_\_

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READING OF RESOLUTION NO. R-83-08\_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE  
PURPOSE OF ESTABLISHING A UNIVERSITY DISTRICT.

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DISCUSSION\_\_\_\_\_

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ACTION TAKEN\_\_\_\_\_

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: September 9, 2008

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### ACTION REQUESTED

Authorize the execution of an interlocal agreement with Washington State University pertaining to the proposed University District.

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### BACKGROUND

At the City Council meeting on June 3, 2008, WSU President Elson S. Floyd made a presentation to the City Council regarding the proposed University District. At the City Council meeting on June 24 the City Council endorsed the concept and authorized staff to pursue discussions with WSU on specific elements of the proposal subject to legal and labor consideration. Numerous meetings were then held between WSU and city staff in putting together a revised proposal for the City Council's consideration. At the City Council meeting on August 26, a discussion was held regarding the revised proposal. The City Council directed that certain revisions be made within the draft proposal and authorized the interlocal agreement to be brought back for final City Council action at the meeting on September 9. WSU has concurred in the final revisions to the proposed interlocal agreement. The interlocal agreement creates a partnership between WSU and the city to substantially improve the College Hill University District Neighborhood. Specific provisions of the interlocal agreement address such issues as public safety, parking, code compliance, and general living conditions.

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### RECOMMENDATION

Adopt the attached resolution authorizing execution of the University District Interlocal Agreement.

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### FISCAL IMPACT

\$ \_\_\_\_\_

\_\_\_\_\_  
BARS Code Number

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### SUBMITTED BY

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Name: John Sherman  
Title: City Supervisor  
Department: Administration

Resolution No. R-83-08

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### REVIEWED BY

	Initial	Date
Department Head	<u>JSD</u>	<u>8-28-08</u>
City Supervisor	<u>JSD</u>	<u>8-28-08</u>
City Attorney (As To Form)	<u>Maj</u>	<u>9-5-08</u>

RESOLUTION NO R- 83 -08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF ESTABLISHING A UNIVERSITY DISTRICT.

WHEREAS, the City Council of the City of Pullman has before it an Interlocal Agreement entitled "Interlocal Agreement for University District Support and Services between Washington State University and the City of Pullman" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, the University District was previously discussed in meetings of the City Council of the City of Pullman on May 30, 2008, June 3, 2008, and August 26, 2008; and,

WHEREAS, this City 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 are authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Washington State University.

IT IS FURTHER RESOLVED that an executed copy of said Agreement shall be posted on the official website 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 UNIVERSITY DISTRICT  
SUPPORT AND SERVICES**

**between**

**WASHINGTON STATE UNIVERSITY**

**and**

**THE CITY OF PULLMAN**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between Washington State University, an agency of the state of Washington, hereinafter referred to as "University," and the City of Pullman, a Washington State municipality, hereinafter referred to as the "City." The City and University will be collectively referred to in this Agreement as "PARTIES" and individually and generically referred to as "PARTY."

**RECITALS**

**WHEREAS**, CHAPTER 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

**WHEREAS**, College Hill is an area of Pullman that is immediately contiguous to the University's Pullman campus, that is frequented by visitors to the University, particularly during major University events such as football games, and whose residents are primarily University students; and

**WHEREAS**, achievement of a number of the University's goals regarding students, including recruiting and retaining students and providing those students with a positive and transformative experience while at the University, depends in part upon the existence of not only a positive classroom environment but also a positive living environment; and

**WHEREAS**, the University and the City share an interest in building and maintaining positive relationships with members of the local community, including non-student residents of College Hill; and

**WHEREAS**, the living environment and safety of residents and visitors in the College Hill neighborhood is a concern of both the University and the City; and

**WHEREAS**, the Parties share a vision of a substantially improved College Hill neighborhood that will provide a positive living environment for both student and non-student residents and for visitors by providing enhanced public safety, parking, code compliance, and general living conditions; and

**WHEREAS**, The Parties share the following goals with respect to College Hill:

- 1) Improving public safety.
- 2) Enhancing the living experience.
- 3) Reducing the number of commuter vehicles parked on the streets and otherwise enhancing parking for residents.
- 4) Improving the level of code enforcement.
- 5) Improving traffic flow and transit services.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**A. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to:

- 1) Establish the boundaries of a district in an area of College Hill and contiguous to the University to be known as the "University District"; and
- 2) Set forth the terms by which the City and University will cooperate in the areas of policing, parking, and other duties in the University District to further their shared goals for that area; and
- 3) Establish the framework and elements of support that the Parties will put forth in furtherance of the above stated goals.

**B. STATEMENT OF WORK**

The Parties shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "A." A map of the University District that establishes the external boundaries of the University District that is subject to this Agreement is at Exhibit B. Exhibits A and B are attached hereto and incorporated herein.

**C. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on September 10, 2008, and be completed on July 31, 2012, unless this Agreement is extended by mutual agreement of the Parties.

**D. CONSIDERATION**

Neither Party will receive monetary remuneration from the other for the performance of duties and obligations under this Agreement. Instead, the consideration will be each party's performance of its mutual duties under this Agreement and the benefits each receives as a result of the performance of these duties, including improved health, safety, and general quality of life standards for residents of and visitors to the University District.

- 1) It is anticipated this Agreement will result in the following benefits to the University:



- a. Improved student retention;
  - b. Improved student recruitment;
  - c. Improved student health and safety;
  - d. Improved quality of life for students;
  - e. Improved relationships with members of the community, particularly those on College Hill;
  - f. Improved perception and reputation of the University by students, their parents, alumni and other visitors to the University and College Hill.
- 2) It is anticipated this Agreement will result in the following benefits to the City:
- a. Improved coordination and increased cooperation between University and City police;
  - b. Improved criminal investigation and resolution of crimes;
  - c. Improved aesthetics for the University District and College Hill;
  - d. Increased safety of the College Hill area;
  - e. Reduction of congestion and creation of a more pedestrian-friendly environment in the University District.

**E. INDEPENDENT CAPACITY**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

**F. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may only be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

**G. TERMINATION**

This Agreement shall have an initial term of four (4) years, during which period neither party may terminate. Either Party may terminate this Agreement upon twelve (12) months' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**H. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint

one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto.

The Parties shall share equally all costs of the Dispute Board.

**I. GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington, to include the provisions of Chapter 39.34 RCW. The provisions of this Agreement shall be construed to conform to state law. Nothing in this Agreement is intended to alter existing agreements to which the City and University are parties.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable state statutes and rules;
- 2) Statement of work; and
- 3) Any other provisions of this Agreement, including materials incorporated by reference.

**J. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

**K. WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

**L. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and

the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**M. ALL WRITINGS CONTAINED HEREIN**

This Agreement and the attached Exhibits contain all the terms and conditions agreed upon by the Parties. 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.

**N. JOINT PROGRESS EVALUATION COMMITTEE**

Each Party will identify two representatives to serve on the Joint Progress Evaluation Committee. Alternate members will be appointed when primary members are unavailable. This committee will meet semiannually to evaluate the progress of the Parties under this Agreement and to make recommendations for improvements and possible amendments.

**O. RCW 39.34 REQUIRED CLAUSES**

- 1) Purpose. See paragraph A. above.
- 2) Duration. See paragraph C. above.
- 3) Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this agreement.
- 4) Responsibilities of the Parties. See provisions above and Scope of Work.
- 5) Agreement to be Filed or Published on Website. The City shall file this agreement with its City Clerk. University shall file this agreement with the Whitman County Auditor.
- 6) Financing. Each Party shall advise the other Party, during its annual regular budget hearings, of any proposed budget changes affecting this agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- 7) Termination. See paragraph G. above.
- 8) Acquisition/Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be

divided in proportion to the percentage of each Party contributing to its acquisition.

**P. CONTRACT MANAGEMENT**

The program manager for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for the University is:

Melvin H. Taylor  
Executive Director of Real Estate & External Relations  
WSU Office of Business Affairs  
French Ad 442  
P.O. Box 641045  
Pullman, WA 99164-1045  
509-335-5524

The Program Manager for the City is:

John Sherman  
City Supervisor  
City of Pullman  
325 SE Paradise St.  
Pullman, WA 99163  
(509) 338-3212

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

Washington State University,  
an institution of higher education  
of the State of Washington

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

By: \_\_\_\_\_  
Greg P. Royer  
Vice President for Business & Finance

By: \_\_\_\_\_  
Glenn A. Johnson  
Mayor

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Troy Woo  
Finance Director

By: \_\_\_\_\_  
Laura D. McAloon  
City Attorney

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

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

## **Exhibit A – Schedule of Work**

### **I. Law Enforcement Activities**

#### **A. City Obligations:**

1. Notice of Consent. In accordance with RCW 10.93.070(1) the Pullman Chief of Police will provide a 'Notice of Consent' to properly certificated or exempted peace officers of Washington State University in concert with and based upon Memorandums of Understanding entered into by the University and City identified in Section C (Joint Obligations) for joint enforcement of criminal and traffic laws in the University District.
2. Parking and Code Enforcement. The City will pursue an on-street parking permit system within the University District. Code and parking enforcement within the University District will continue to be the responsibility of the City. The City will collaborate with the University to assure consistent parking and code enforcement within the University District. The City and University will review the results of parking and code enforcement in the University District by June 30 of each year. Collaboration will include consideration of responsibility for code enforcement and parking management.

#### **B. University Obligations:**

1. Notice of Consent. The University will comply with the conditions of the "Notice of Consent" issued in accordance with RCW 10.93.070(1) by the Pullman Chief of Police to properly certificated or exempted peace officers of Washington State University. Pursuant to the Notice of Consent, University will provide joint enforcement of criminal and traffic laws in the University District.
2. Parking and Code Enforcement. The University will collaborate with the City to ensure consistent parking and code enforcement within the University District. The University and City will review the results of parking and code enforcement in the University District by June 30 of each year. Collaboration will include consideration of responsibility for code enforcement and parking management.
3. University Police Staffing. The University will provide for sufficient officers to perform functions in support of this agreement during all shifts, including the hiring of additional patrol officers if necessary.

- C. Joint Obligations. The University and City will work toward shared police responsibilities in the University District. This shared approach will mitigate the resource limitations of the City Police Department and the University Police Department and foster the development of policing in areas of common concern.

In order to assure adequate resource development, training and coordination the following steps will be undertaken:

1. Detective Task Force. The University and City will develop and enter into a "Memorandum of Understanding" (MOU) for a Detective Task Force. The implementation will be contingent upon the ability of the University to hire and train a sufficient number of additional police officers to ensure adequate patrol staffing. The goal for implementation will be fall of 2009.
2. College Hill Beat Community Oriented Police (COP) Officer Task Force. The University and City will develop and enter into a "Memorandum of Understanding" (MOU) for a Beat (COP) Officer Task Force. The implementation will be contingent upon the ability of the University to hire and train a sufficient number of additional police officers to ensure adequate patrol staffing. The goal for implementation will be fall of 2010.
3. Development of a Police Intern Program. The University and City will collaborate to further develop WSU's existing Police Intern Program. The University and City Police Departments will provide support in training and supervision. The University Police Chief and City Police Chief will work with the Washington State Criminal Justice Training Commission to develop a law enforcement certification program for the Police Intern program. The collaboration will begin spring of 2009.

## II. Planning and Zoning Activities.

### A. City Obligations:

1. Development Regulation Applications. City will process development regulation applications from University or other parties in furtherance of this agreement pursuant to the procedures set forth in the Pullman City Code.
2. Design Guidelines. City will explore formulation of design guidelines with assistance from University for the University District and/or its environs to assist in improving the physical appearance of the area. Any such guidelines would be adopted and administered by City. If City determines that it is appropriate to establish such guidelines, City will attempt to do so by the fall of 2009.

### B. University Obligations

1. Colorado Street Mixed Use Corridor. University will explore opportunities for projects combining retail/service businesses with apartments and/or condominiums to accommodate and augment the significant pedestrian traffic along Colorado Street.

2. Planning Studies and Geographic Information System (GIS) Services. University will provide GIS services in support of College Hill traffic and parking planning, the College Hill Historic District, and other tasks in furtherance of this Agreement.

### III. Housing and Neighborhood Environment

#### A. City Obligations:

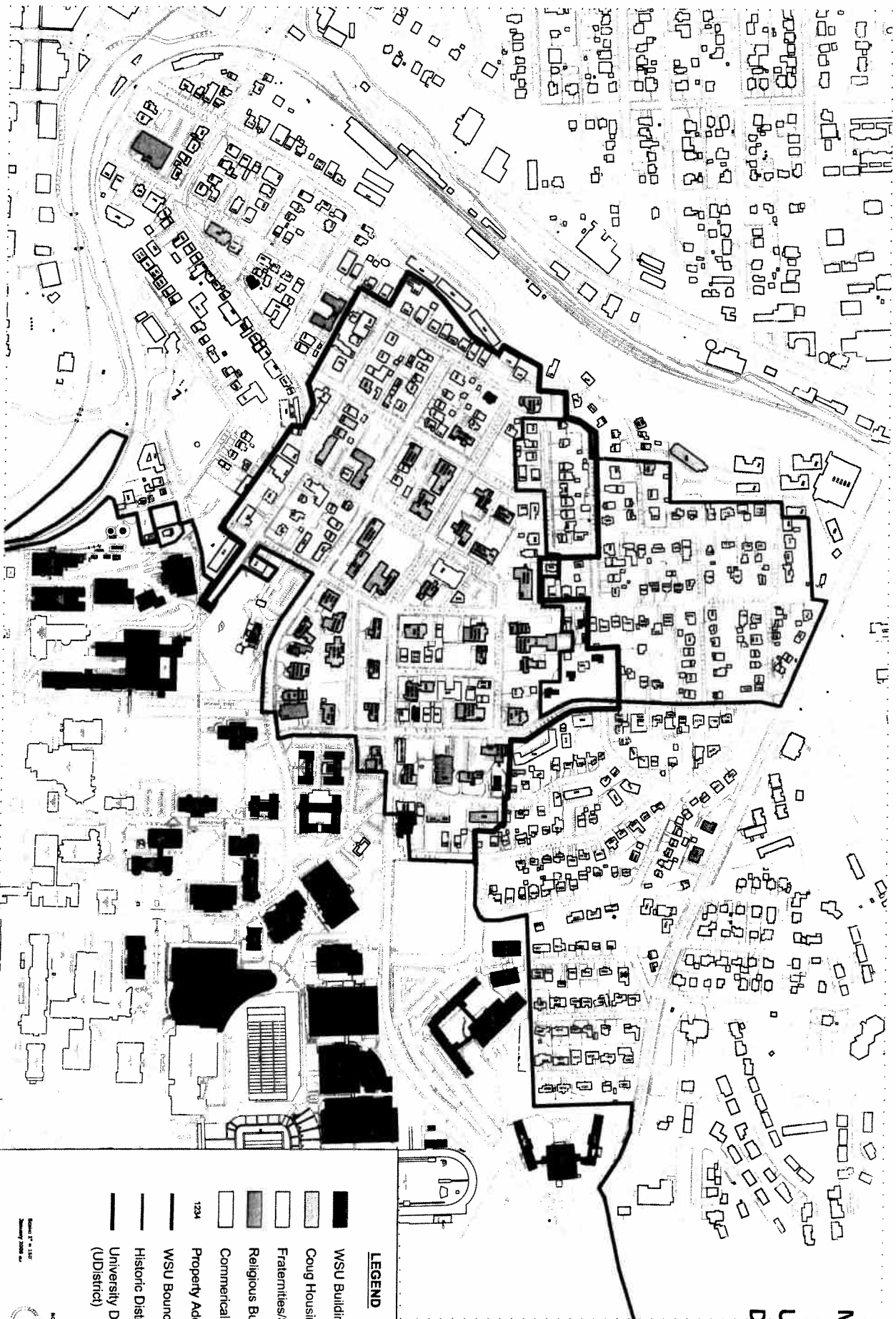
1. Code Enforcement Officers. City will provide increased code enforcement within the University District through cross-training and utilization of existing code enforcement and police officers.
2. Response Time to University Complaints. City will promptly investigate potential code violations within the University District.

#### B. University Obligations:

1. Site and Exterior Lighting Improvements. University will improve site and exterior lighting within the University District public right of way areas.
2. Residential Rental Property Evaluation Program. University will establish and maintain a voluntary residential rental property evaluation program. Participating owners and managers of rental properties whose residential rental property receives a passing annual quality evaluation from the University will receive a "Cougar-plus" or similar equivalent ranking. This evaluation may be used by rental property owners and managers in marketing qualifying properties. The University will establish and operate a student-housing referral office from which to coordinate requests for evaluations and disseminate evaluation results when assisting students and staff in finding off-campus rental housing. Evaluation results will also be available to parents and others who assist students in making off-campus housing decisions.
3. Park and Ride Lots and Long-Term Student Parking. In an effort to reduce the demand for commuter parking within the University District, the University will establish Park and Ride parking spaces for University commuters. In an effort to reduce the demand for resident parking within the University District, the University will establish a long-term parking facility for student residents of College Hill as an alternative to existing University parking.



## **Exhibit B – Map and description of boundaries of the University District**



Map A

University  
District

**LEGEND**

- WSU Buildings
- Coug Housing
- Fraternities/Sororities
- Religious Buildings
- Commercial Properties
- Property Addresses
- 1234
- WSU Boundary
- Historic District
- University District (UDistrict)

Scale: 1" = 100'  
January 2008



10. A MOTION TO AUTHORIZE THE PAYMENT OF \$1,000.00 AS THE CITY OF PULLMAN'S FINANCIAL CONTRIBUTION TO THE 4<sup>TH</sup> ANNUAL PALOUSE BASIN WATER SUMMIT SCHEDULED FOR OCTOBER 7, 2008.

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STAFF REPORT\_\_\_\_\_

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QUESTIONS FROM COUNCIL ON STAFF REPORT\_\_\_\_\_

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DISCUSSION\_\_\_\_\_

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ACTION TAKEN\_\_\_\_\_

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: 09/09/08

### ACTION REQUESTED:

Authorize financial participation in the Palouse Basin Water Summit.

### BACKGROUND:

The 4<sup>th</sup> Annual Palouse Basin Water Summit is being organized for October 7<sup>th</sup> of this year to discuss the regional water situation, share the latest research, and provide updates on state laws. The theme this year is "Seeking Sound Science and Practical Solutions". Key speakers include Robert Johnson, Commissioner, Bureau of Reclamation and Pat Shea, former Director, Bureau of Land Management. As with the previous summits, local agencies are being asked to contribute money in addition to participating to the level that they can. The amount suggested for Pullman is \$1,000.00, the same as last year, and it seems appropriate for Pullman to do so. This payment, if approved, will be from the Water Budget of the Utility Fund.

### RECOMMENDATION:

By motion, authorize the payment of \$1,000.00 as the City of Pullman's financial contribution to the 4<sup>th</sup> Annual Palouse Basin Water Summit scheduled for October 7 of this year.

### FISCAL IMPACT:

\$1,000.00
401.3400.501.34.49.00
BARS Code Number

### SUBMITTED BY:

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

Name Mark Workman  
Title Public Works Director  
Dept. Public Works

1.

### REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>8/25/08</u>
City Supervisor	<u>TW FOR</u>	<u>9/5/08</u>
City Attorney (As to Form)	<u>may</u>	<u>8-25-08</u>

11. A MOTION TO AUTHORIZE COVERING THE DOWNTOWN SIDEWALK PLAQUES WITH TRACTION TAPE DURING THE WINTER MONTHS.

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STAFF REPORT \_\_\_\_\_

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QUESTIONS FROM COUNCIL ON STAFF REPORT \_\_\_\_\_

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DISCUSSION \_\_\_\_\_

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ACTION TAKEN \_\_\_\_\_

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: 09/09/08

### ACTION REQUESTED:

Authorize covering the downtown sidewalk plaques during the winter months.

### BACKGROUND:

Last year, an etching treatment was applied to the downtown sidewalk plaques to increase their coefficient of friction. This treatment worked well and the plaques actually were less slippery when wet than when dry. Unfortunately, snow on the plaques continued to be a problem last winter, although I think they were better than in previous years prior to the etching treatment. We continued to receive complaints of people slipping last winter when the plaques were snow covered. The snow/plaque interface appears to be a slip plane that the etching does not eliminate. The only solution I see to this problem is to cover the plaques during the winter months when snow is likely, from mid-November to perhaps the end of March. The material I propose to cover the plaques with is traction tape panels with glue on the bottom to adhere to the plaques and a rough, sandpaper like surface on top. This will need to be a yearly process and the tape cannot be salvaged from year to year. The cost of the tape will be approximately \$1,200 per year. I propose to pay for the tape from the Street Budget and have it applied in the fall and removed in the spring by Government Buildings personnel.

### RECOMMENDATION:

By motion, authorize covering the downtown sidewalk plaques with traction tape during the winter months when snow can be expected.

### FISCAL IMPACT:

<u>\$1,200 per year</u>
<u>105.4300.542.66.31.00</u>
BARS Code Number

### SUBMITTED BY:

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

Name Mark Workman  
Title Public Works Director  
Dept. Public Works

### REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>9/3/08</u>
City Supervisor	<u>TW for</u>	<u>9/5/08</u>
City Attorney (As to Form)	<u>may</u>	<u>9-3-08</u>