

6. A motion to authorize a contract with Jane Fredrickson (dba Phrase Factory) for design and production services for the *Pullman Community Update*.

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: May 20, 2008

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### ACTION REQUESTED

By motion authorize the Mayor to execute the proposed two-year contract with the Jane Fredrickson (dba Phrase Factory) for design and production services for the *Pullman Community Update*.

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### BACKGROUND

The City of Pullman has participated in the publication of a monthly newsletter for many years. The *Pullman Community Update* is a joint project of the City of Pullman, the Pullman School District, Washington State University, Pullman Memorial Hospital, the Pullman Chamber of Commerce, and other selected private, non-profit organizations. A renewal contract covering the period from June 2008 to May 2010 has been proposed by the Jane Fredrickson (dba Phrase Factory) for design and projection services for the *Pullman Community Update*. The estimated charge for the City of Pullman is \$400.00 per month for two pages. This reflects an \$11 per month increase in the rate we are currently paying, due to mailing and paper cost increases. The City of Pullman feels the monthly publication has been beneficial in providing needed information to the public. Accordingly, we would recommend that the contract be approved.

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### RECOMMENDATION

By motion authorize the Mayor to execute the proposed contract.

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### FISCAL IMPACT

\$ 4,800.00  
001.1100.511.60.41.00  
BARS Code Number

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### SUBMITTED BY

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Name: John Sherman  
Title: City Supervisor  
Department: Administration

1. Contract

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### REVIEWED BY

Initial

Date

Department Head	<u>JSA</u>	<u>5-6-08</u>
City Supervisor	<u>JSA</u>	<u>5-6-08</u>
City Attorney (As To Form)	_____	_____

**Phrase Factory**  
240 SE Water St.  
Pullman, WA 99163

Jane Fredrickson  
240 SE Water Street  
Pullman, WA 99163

TO:

✓ City of Pullman  
Gladish Community and Cultural Center  
Pullman Chamber of Commerce  
Pullman Regional Hospital  
Pullman School District  
Washington State University

May 2008

To agency representatives:

Please consider this letter of agreement a contract between yourselves and the Phrase Factory for design and production services for the *Pullman Community Update*.

The agencies are contracting with the Phrase Factory to design and produce the *Pullman Community Update*, a city-wide newsletter; agree to pay for printing and mailing costs of the publication (see page 2); and provide editorial copy electronically, or on CD, photos, graphics, logos, etc. by the deadlines agreed upon.

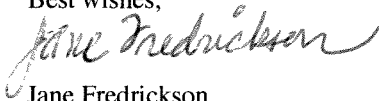
In a timely manner, the Phrase Factory will supply designed and edited pages for approval to agency representatives; secure advertisers on contract basis; design ads for sponsors; provide electronic files to the printer for printing and mailing by monthly deadline; manage budgets and invoicing for agencies and advertisers.

This agreement covers 24 issues – from June 2008 to May 2010.

Payment is due upon final proof of pages by respective agencies or as prearranged.

Payment is based on estimates provided on page two of this contract and costs are subject to change throughout the contract period to reflect printing and mailing increases.

Best wishes,



Jane Fredrickson  
334-1235

Representatives:

\_\_\_\_\_  
Pullman Chamber of Commerce

\_\_\_\_\_  
Pullman Regional Hospital

\_\_\_\_\_  
Washington State University

X

\_\_\_\_\_  
City of Pullman

\_\_\_\_\_  
Pullman School District

\_\_\_\_\_  
Gladish Community and Cultural Center

Estimates are based on current costs and some projected increases (24-pages - as of May 2008):

Print: 13,400 pieces                      **\$2100.00** (includes one color, mailing label service)

Mailing                                      **\$1965.00** (based on current list of about 13,300 pieces mailed, including  
May 2008 postage increase, invoicing costs)

Miscellaneous:

**\$ 30.00**

Production:

Design, edit, produce                      **\$3050.00** (includes file and financial management)

**Publication    TOTAL                      \$7145.00**

Summary:

Total cost of the publication	\$7145.00
Contribution from sponsors	<u>-4000.00</u> (25 ads)
Total	\$3145.00

<b>Estimate:</b>	Total page per agency	<b>\$210.00 (\$3145 divided by 15 editorial pages \$209.66)</b>
	Total for 2 pages	<b>\$420.00*</b>

\* City, Pullman School District, Pullman Regional Hospital, see adjustment on page 3

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**Adjustment for City (-\$20 - Albion)            \$400**

**Because the city of Pullman did not want to incur costs of mailing to Albion the extra \$20 is picked up by the school district and deducted from the city's monthly charge.**

7. A motion to authorize a Memorandum of Understanding with the Washington State Traffic Safety Commission for DRE overtime reimbursement.

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: May 20, 2008

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### ACTION REQUESTED

The City Council authorize, by motion, the Mayor to sign a Memorandum of Understanding with the Washington State Traffic Safety Commission for DRE overtime reimbursement.

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### BACKGROUND

One of our officers, Officer Lambley, is a trained Drug Recognition Expert (DRE). The Washington State Patrol trained her, at no cost to the Department. Drug Recognition Experts can determine if probable cause exists to determine if an impaired driver is driving under the influence of drugs. Because so few officers have this expertise the Washington State Traffic Safety Commission is offering to pay for overtime incurred directly related to DRE call outs when there is not another DRE on duty or available. This grant is effective through June 30, 2009. Officer Lambley would be called out for Pullman incidents or an incident of other agencies in the County if no other DRE was on duty. The cost of associated overtime would be reimbursed to the City.

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### RECOMMENDATION

The City Council authorize, by motion, the Mayor to sign a Memorandum of Understanding with the Washington State Traffic Safety Commission for DRE overtime reimbursement.

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### FISCAL IMPACT

\$ 0

                      
BARS Code Number

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### SUBMITTED BY

William T. Weatherly Jr.  
Name

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### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Washington State Traffic Safety Commission  
Memorandum of Understanding

Chief of Police  
Title

Police  
Department

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### REVIEWED BY

Initial    Date

Department Head

City Supervisor

City Attorney

(As To Form)

WTS 5-16-08  
May 5-14-08

## MEMORANDUM OF UNDERSTANDING

WASHINGTON TRAFFIC SAFETY COMMISSION  
1000 S Cherry St, PO Box 40944, Olympia WA 98504-0944

THIS AGREEMENT is made and entered into by and between:

\_\_\_\_\_  
(Agency Name)

Hereinafter referred to as "Contractor" and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as "WTSC."

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies who have certified Drug Recognition Experts (DRE) to respond to radio calls when no other DRE is available on work duty, shift extension when completing a drug evaluation, to perform drug evaluations during emphasis patrols and to testify in court as a result of performing drug evaluations due to call outs, shift extensions and emphasis patrols between **October 1, 2007** and **June 30, 2009**.

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

1. Contractor will provide a certified DRE on an "overtime" basis (**not to exceed 1.5 times normal salary**) to perform drug evaluations as specified. No other commissioned personnel will be funded.
2. The period of activity will begin on October 1, 2007 and extend through June 30, 2009.
3. Drug evaluation performance standards for certified and funded DREs must meet the standards of the International Association of Chiefs of Police.
4. Contractor must submit the billings and supporting documents to the Drug Evaluation Classification Program (DECP) at the address shown below for approval and reimbursement **not more than 30 days after the last day of the month in which the overtime is worked**. Billings will include:
  - Completed and signed invoice Voucher, A19-1A Form (attached). Please note that a fax cannot be accepted. Your agency must be identified as the "Claimant," and Federal Tax ID # and an original signature of the agency head, command officer or contracting officer must be provided on the A19-1A form.
  - Payment document (overtime slips, payroll documents, etc.)
  - DRE Request Form showing all pertinent information
5. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the WTSC, one representative from your agency and one representative from the DECP. The dispute panel shall thereafter decide the dispute with the majority prevailing.
6. Either party may terminate this agreement upon (30 days) written notice to the other party. In the Event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

**APPROVED/DISAPPROVED**

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Washington Traffic Safety Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Contracting Agent (print/type name))

**Return this signed form to:**

**Attn: Elaine Hagseth  
DEC Program  
8543 Armstrong Road SW  
Olympia WA 98504-2629**



8. RESOLUTION NO. R-46-08

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A U.S. DEPARTMENT OF  
TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT FOR THE MASTER  
PLAN UPDATE, PHASE 2.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: May 20, 2008

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ACTION REQUESTED

By resolution, approve the acceptance of a U.S. Department of Transportation, Federal Aviation Administration Grant and authorize the Mayor and Finance Director to sign all documents.

BACKGROUND

This grant, in the amount of \$600,000, provides compensation for a portion of the direct costs associated with the Master Plan Update, Phase 2. A \$30,000 local match will be funded from passenger facility charges with no additional contributions required from the City of Pullman. This agreement went before the Moscow City Council on May 19 for authorization.

RECOMMENDATION

That the City Council, by resolution, approve the acceptance of a U.S. Department of Transportation, Federal Aviation Administration Grant in the amount of \$600,000 and authorize the Mayor and Finance Director to sign the grant agreement.

FISCAL IMPACT

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

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

=====

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

\_\_\_\_\_  
Robb Parish  
Name

Resolution No. R-46-08

\_\_\_\_\_  
Airport Manager  
Title

\_\_\_\_\_  
Airport  
Department

=====

REVIEWED BY

	Initial	Date
Department Head	_____	_____
City Supervisor	<u>JPS</u>	<u>5-16-08</u>
City Attorney (As To Form)	<u>cmj</u>	<u>5-16-08</u>

RESOLUTION NO. R-46 -08

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT FOR THE MASTER PLAN UPDATE, PHASE 2.

WHEREAS, the City Council for the city of Pullman has been awarded a U.S. Department of Transportation Federal Aviation Administration Grant to be used for the Master Plan Update, Phase 2; and,

WHEREAS, said grant offer entitled "Grant Offer for Pullman-Moscow Regional Airport Pullman, Washington, AIP Project Number 3-53-0051-029," 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 acceptance of said grant; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to accept the U.S. Department of Transportation Federal Aviation Administration Grant.

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.

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-Moscow Regional Airport**



3200 Airport Complex North • Pullman, WA 99163  
(509) 338-3223 • Fax (509) 334-5217

## **2008 FAA Grant Offer Information for the City of Pullman**

**Offer Amount:                      \$600,000.00**

**Local Match (5 percent):      \$ 30,000.00**

**Local match will be funded from passenger facility charges with no additional contributions required from the City of Pullman.**

### **Projects Funded:**

- **Master Plan Update, Phase 2**

### **Project Specifics:**

In recent years, airport management and the owners of Pullman-Moscow Regional Airport (PMRA), in conjunction with the FAA have struggled to determine an appropriate design aircraft from which to model airport development. Likewise, air carriers and users of the airport have had to cope with low reliability associated with the severe topographic and weather constraints restricting the instrument approaches into PMRA. Airport improvements necessary to resolve these issues and improve overall safety will require a significant financial investment. Given the nature of the airport's operations and the communities being served, any major development or redevelopment of the airport must have broad stakeholder support and must be financially viable to be realistically implemented.

Previous study efforts have allowed the airport sponsors and the FAA to reach a consensus on the following critical points:

- Study emphasis should be placed on exhausting all options at the existing location.
- Planning analysis is to focus on achieving a compliant C-III airfield.
- FAA will work closely with the airport to evaluate and develop improved all weather instrument approach capabilities.

This second phase of the master plan update will provide the airport with the tools necessary to develop workable solutions for meeting FAA design standards for CIII airport reference code and provide the best possible instrument approaches. Phase 2 will proceed with the remaining planning elements normally associated with an airport master plan with emphasis on environmental and constructibility issues.

EXHIBIT "A"

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### **Pullman-Moscow Regional Airport Board**

Glenn Johnson, Chair

Nancy Chaney, Vice-Chair

Barney Waldrop • Ron Wachter • Mel Taylor • Gerard Billington • Robert Jahns • Jon Kimberling



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Federal Aviation Administration  
Northwest Mountain Region

**Seattle Airports District Office**  
1601 Lind Avenue, S.W., Suite 250  
Renton, Washington 98055-4056

May 1, 2008

Mr. Robb Parish  
Airport Manager  
Pullman-Moscow Regional Airport  
3200 Airport Complex North  
Pullman, Washington 99163

Dear Mr. Parish:

Grant offer for  
Pullman-Moscow Regional Airport  
Pullman, Washington  
AIP Project Number 3-53-0051-029

Enclosed are three copies of the subject grant offer. Please note that:

- a. The grant offer must be accepted by each cosponsor on or before June 1, 2008.
- b. The grant offer must be accepted by an official authorized by the governing agencies to do so.
- c. The "Certification of Sponsor's Attorney" relates to the acceptance and, therefore, must be made **after** the Sponsor's acceptance.
- d. After execution is completed, please return one executed copy of the grant agreement to this office.

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager.

Sincerely,

Carol Key  
Manager, Seattle Airports  
District Office

Enclosures  
cc: Washington State Department of Transportation, Aviation Division



Grant Agreement  
Part 1 - Offer

Date of Offer: May 1, 2008

Pullman-Moscow Regional Airport  
Pullman, Washington

Project Number: 3-53-0051-029

Contract Number: DOT-FA08NM-0007

To: The City of Pullman, Washington and the City of Moscow, Idaho (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 11, 2008, for a grant of Federal funds for a project at or associated with the Pullman-Moscow Regional Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Conduct an airport master plan update (Phase 2);

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, ninety-five (95) percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

#### Conditions

1. The maximum obligation of the United States payable under this Offer shall be \$600,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$600,000.00	for planning
\$ 0.00	for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
6. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before June 1, 2008, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the

determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Trafficking in persons:

a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either ---

A. Associated with performance under this award; or

B. Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.



**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions.** For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**Special Conditions**

10. It is understood and agreed that the City of Pullman, Washington and the City of Moscow, Idaho authorized the execution of the Application for Federal Assistance and Standard DOT Title VI Assurances both dated April 11, 2008, on their behalf by Robb Parish, Airport Manager, and that they jointly and severally adopted and ratified the representations and assurances contained therein; and that the word "Sponsor" as used in the project application and other assurances is deemed to include the City of Pullman, Washington and the City of Moscow, Idaho.
11. It is understood and agreed by and between both parties that no work shall commence in the grant until the scope of work is approved in writing by the FAA.

Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By  .....  
Carol Key, Manager, Seattle Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this ..... day of ....., 2008.  
City of Pullman, Washington

(SEAL)

By .....  
Sponsor's Designated Official Representative  
Title: .....

Attest: .....  
Title: .....

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ....., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ..... this ..... day of ....., 2008.

.....  
Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and accept all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this ..... day of ....., 2008.

City of Moscow, Idaho

(SEAL)

By.....  
Sponsor's Designated Official Representative  
Title:.....

Attest: .....  
Title: .....

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ....., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49, U.S.C., Subtitle VII, Part B. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ..... this ..... day of ....., 2008.

.....  
Signature of Sponsor's Attorney

9. RESOLUTION NO. R-47-08

A RESOLUTION ACCEPTING THE BID OF MOTLEY-MOTLEY, INC. FOR BISHOP BOULEVARD SIDEWALK - PRO MALL, SOUTH AND AUTHORIZING EXECUTION AND DELIVERY OF THE CONTRACT FOR SAID PROJECT.

NOTES:

# REQUEST FOR COUNCIL ACTION

For Meeting of: 05/20/08

## ACTION REQUESTED:

Award the Bishop Blvd Sidewalk – Pro Mall, South contract.

## BACKGROUND:

The scope of contract 08-03 provides for the construction of sidewalk along the east side of Bishop Boulevard from the bridge over the South Fork of the Palouse River at Pro Mall Boulevard to approximately 340 feet to the south to infill a gap in the sidewalk system at this location. Bids for this project were opened on May 6, 2008 with four bids received. The low bidder was Motley-Motley, Inc. at \$31,465.40. The Engineer's Estimate was \$38,461.50. A copy of the bid summary is attached for reference. Funding for this project will be from the Arterial Street Fund with the assistance of a \$24,300.00 grant from the State Transportation Improvement Board.

## RECOMMENDATION:

Adopt the attached resolution awarding contract 08-03, Bishop Blvd Sidewalk – Pro Mall, South, to Motley-Motley, Inc. for the bid amount of \$31,465.40.

## FISCAL IMPACT:

\$31,465.40
104.4500.595.61.63.00
BARS Code Number

## SUBMITTED BY:

Name Mark Workman  
Title Public Works Director  
Dept. Public Works

## ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Resolution No. R-47-08
2. Bid Summary

## REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>5/9/08</u>
City Supervisor	<u>JGA</u>	<u>5-16-08</u>
City Attorney	<u>Cmaj</u>	<u>5-12-08</u>
(As to Form)		

RESOLUTION NO. R- 47 -08

A RESOLUTION ACCEPTING THE BID OF MOTLEY-MOTLEY, INC. FOR BISHOP BOULEVARD SIDEWALK - PRO MALL, SOUTH AND AUTHORIZING EXECUTION AND DELIVERY OF THE CONTRACT FOR SAID PROJECT.

WHEREAS, Motley-Motley, Inc. submitted the low bid for Contract No. 08-03 for Bishop Boulevard Sidewalk - Pro Mall, South in the amount of Thirty-One Thousand, Four Hundred Sixty-Five and 40/100 DOLLARS (\$31,465.40); 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 bid of Motley-Motley, 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 Motley-Motley, Inc.

BE IT FURTHER RESOLVED that pursuant to the provisions of R.C.W. 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 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

**ENGINEER'S ESTIMATE AND BID SUMMARY  
BISHOP BLVD SIDEWALK- PRO MALL, SOUTH  
BID OPENING 05-06-08**

Item No.	Bid Item	Estimated Quantity	Engineer's Estimate		Motley-Motley, Inc.		Atlas Sand & Rock, Inc.		Ace Elliott Land		Knox Concrete LLC	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1 L.S.	1,500.00	1,500.00	2,200.00	2,200.00	8,000.00	8,000.00	3,703.00	3,703.00	2,175.00	2,175.00
2	Roadway Excavation and Haul	100 C.Y.	27.50	2,750.00	12.50	1,250.00	30.00	3,000.00	36.00	3,600.00	34.40	3,440.00
3	Crushed Surfacing Top Course	325 Ton	16.50	5,362.50	17.00	5,525.00	19.00	6,175.00	18.00	5,850.00	31.00	10,075.00
4	4" Cement Concrete sidewalk	272 S.Y.	49.50	13,464.00	35.70	9,710.40	33.00	8,976.00	52.00	14,144.00	53.00	14,416.00
5	Modular Block Retaining Wall	220 S.F.	35.00	7,700.00	28.50	6,270.00	30.00	6,600.00	40.00	8,800.00	75.00	16,500.00
6	4' Fencing	100 L.F.	29.00	2,900.00	23.10	2,310.00	35.00	3,500.00	48.00	4,800.00	42.00	4,200.00
7	Traffic Control Labor	80 Hrs.	42.00	3,360.00	40.00	3,200.00	46.00	3,680.00	26.00	2,080.00	47.50	3,800.00
8	Adjust Utility Box to Grade	1 EA	600.00	600.00	250.00	250.00	500.00	500.00	900.00	900.00	600.00	600.00
9	Erosion Control	150 L.F.	5.50	825.00	5.00	750.00	3.50	525.00	12.00	1,800.00	10.00	1,500.00
SUBTOTAL:				38,461.50		31,465.40		40,956.00		45,677.00		56,706.00
<b>TOTAL:</b>			<b>\$</b>	<b>38,461.50</b>	<b>\$</b>	<b>31,465.40</b>	<b>\$</b>	<b>40,956.00</b>	<b>\$</b>	<b>45,677.00</b>	<b>\$</b>	<b>56,706.00</b>

10. AN ORDINANCE AMENDING THE 2008 BUDGET.

STAFF REPORT

READING OF ORDINANCE NO. 08-8

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: May 20, 2008

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### ACTION REQUESTED

Amendments to the 2008 Budget.

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### BACKGROUND

See attached memorandum and ordinance exhibits

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### RECOMMENDATION

Passage of ordinance amending the 2008 Budget

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### FISCAL IMPACT

See ordinance exhibits

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### SUBMITTED BY

Troy Woo  
Finance Director  
Administration/Finance

### ATTACHMENTS FOR COUNCIL REVIEW

1. Ordinance No. 08 - 8

### REVIEWED BY      Initial

### Date

Dept Head	<u>TW</u>	<u>5/15/08</u>
City Supervisor	<u>JOS</u>	<u>5-16-08</u>
City Attorney (as to form)	<u>Cmaj</u>	<u>5-16-08</u>

ORDINANCE No. 08- 8

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 \$278,623 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 <sup>TW</sup>  
**Date:** May 15, 2008  
**Re:** 2008 Budget Amendments

This is a request for amendment of the 2008 Expenditure Budget for the following amounts by fund: General Fund \$24,283, Civic Improvement Fund \$30,000, 2005 LTGO Bond Fund \$12,464, 2007 Bond Fund \$6,576, Utility Fund \$200,318 and Information Systems Fund \$4,983. The request for amendment to the 2007 Revenue Budget includes the following amounts by fund: General Fund \$1,831, Arterial Street Fund \$12,464, Street Fund \$6,576 and Government Buildings Fund \$22,452. 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 expenditure amendment requests include the following:

- The Library is requesting a net amendment of \$1,831 for the following:
  - Office and operating supplies in the amount of \$1,428 (funded by the Friends of Neill Public Library)
  - Materials in the amount of \$403 (funded by private donations)
- An operating transfer in the amount of \$22,452 is requested in the General Fund. The transfer is to the Government Buildings Fund for the City Hall Plaza Repair project. The funding source is 2007 year-end budget savings.
- \$30,000 is being requested for the Civic Improvement Fund by the Lodging Tax Advisory Committee to further promote Pullman tourism by providing grant awards for events that contribute to Pullman tourism.
- A \$12,464 operating transfer is being requested for the 2005 LTGO Bond Fund for the final bond proceeds expenditures relating to the Wawawai Pedestrian Path.
- A \$6,576 operating transfer is being requested for the 2007 Bond Fund for demolition of certain Grand Avenue structures that will help the development future pedestrian and bicycle paths or parks.
- \$200,318 is being requested by the Utility Fund for the purchase of property located on Guy Street across from the Wastewater Treatment Plant.

- The Information Systems Fund is requesting \$4,983 to contribute towards the replacement of a vehicle.

The General Fund revenue amendment of \$1,831 consists of Library donations.

The revenue amendments for the Arterial Street Fund, Street Fund, and Government Buildings Fund relate to the operating transfer requests described above.

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

It should be noted that an amendment for Fire Department overtime is being deferred until the fall budget amendment when more complete information is available. The total overtime amendment request could be over \$180,000. The overtime is being created due to six different extended absences relating to the FMLA, medical leave, and injuries.

**2008 BUDGET AMENDMENTS: 5/20/08**

<u>FUND / DEP'T</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>REVENUES</u>	<u>EXPENDITURES</u>
<b>GENERAL FUND (001):</b>				
<u>Revenues:</u>	Donations - Library	001.367.00.40.00	1,831	
<u>Expenditures:</u>				
Library	Office & Operating Supplies	001.7200.572.22.31.00		1,428
Library	Adult Print	001.7200.572.21.64.01		353
Library	Juvenile Print	001.7200.572.21.64.02		25
Library	Non Print	001.7200.572.21.64.05		25
Operating Transfers Out	Operating Transfers Out - Gov Bld	001.9700.597.10.55.95		22,452
<b>TOTAL GENERAL FUND</b>			<b>\$1,831</b>	<b>\$24,283</b>
<b>ARTERIAL STREET FUND (104):</b>				
<u>Revenues:</u>	Operating Transfers In - Construction Fund	104.397.10.40.00	12,464	
<u>Expenditures</u>				
<b>TOTAL ARTERIAL STREET FUND</b>			<b>\$12,464</b>	<b>\$0</b>
<b>STREET FUND (105):</b>				
<u>Revenues:</u>	Operating Transfers In - Construction Fund	105.397.10.00.01	6,576	
<u>Expenditures</u>				
<b>TOTAL STREET FUND</b>			<b>\$6,576</b>	<b>\$0</b>
<b>CIVIC IMPROVEMENT FUND (120):</b>				
<u>Revenues:</u>				
<u>Expenditures</u>	Professional Services	120.7300.573.80.41.00		30,000
<b>TOTAL CIVIC IMPROVEMENT FUND</b>			<b>\$0</b>	<b>\$30,000</b>
<b>2005 LTGO BOND FUND (315):</b>				
<u>Revenues:</u>				
<u>Expenditures</u>	Operating Transfer Out - Wawawai	315.7805.597.10.55.97		12,464
<b>TOTAL 2005 LTGO BOND FUND</b>			<b>\$0</b>	<b>\$12,464</b>
<b>2007 BOND FUND (316):</b>				
<u>Revenues:</u>				
<u>Expenditures</u>	Operating Transfer Out - Street Fund	316.3300.597.10.*.*		6,576
<b>TOTAL 2007 BOND FUND</b>			<b>\$0</b>	<b>\$6,576</b>
<b>UTILITY FUND (401):</b>				
<u>Revenues:</u>				
<u>Expenditures</u>	Land	401.4200.594.35.61.00		50,500
	Buildings and Structures	401.4200.594.35.62.00		149,818
<b>TOTAL UTILITY FUND</b>			<b>\$0</b>	<b>\$200,318</b>
<b>GOVERNMENT BUILDINGS FUND (504):</b>				
<u>Revenues:</u>	Operating Transfers In - Gen Fund	507.397.10.00.00	22,452	
<u>Expenditures</u>				
<b>TOTAL GOVERNMENT BUILDINGS FUND</b>			<b>\$22,452</b>	<b>\$0</b>
<b>INFORMATION SYSTEMS FUND (507):</b>				
<u>Revenues:</u>				
<u>Expenditures</u>	Machinery and Equipment	507.1800.594.18.64.00		4,983
<b>TOTAL INFORMATION SYSTEMS FUND</b>			<b>\$0</b>	<b>\$4,983</b>

## REVISED BUDGET SUMMARY (Amended Funds Only)

GENERAL FUND <u>DEPARTMENT TOTALS</u>	<u>ORIGINAL 2008 BUDGET</u>	THIS AMENDMENT <u>REQUEST</u>	<u>AMENDED BUDGET</u>
Administration/Finance	\$ 1,270,899		\$ 1,270,899
General Government	217,437		217,437
Police	4,945,769		4,945,769
Fire	3,811,586		3,811,586
Public Works	640,021		640,021
Planning	238,298		238,298
Library	1,138,100	1,831	1,139,931
Public Services	2,506,571		2,506,571
Capital/Operating Transfers	223,798	22,452	246,250
TOTAL GENERAL FUND:	\$ 14,992,479	\$ 24,283	\$ 15,016,762
ARTERIAL STREET FUND	\$ 290,700	\$ -	\$ 290,700
STREET FUND	\$ 1,988,175	\$ -	\$ 1,988,175
CIVIC IMPROVEMENT FUND	\$ 202,417	\$ 30,000	\$ 232,417
2005 LTGO BOND FUND	\$ 40,628	\$ 12,464	\$ 53,092
2007 BOND FUND	\$ 1,895,100	\$ 6,576	\$ 1,901,676
UTILITY FUND	\$ 6,495,877	\$ 200,318	\$ 6,696,195
INFORMATION SYSTEMS FUND	\$ 374,176	\$ 4,983	\$ 379,159