

The Pullman City Council welcomes you to tonight's meeting. The Council appreciates and encourages public participation. For regular agenda items, an opportunity for public comment is usually provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item; therefore, the Mayor may exercise discretion in deciding when to allow public comment during the course of the proceedings and limitations will be placed on the time allowed for comments. Citizens wishing to comment on business which is not on the agenda will be provided the opportunity to do so under NEW BUSINESS. If you plan to address the Council, you will find a list of "Tips for Addressing the Council" on the public information table in the City Council Chambers. Thank you for your interest in City government.

- A. Roll Call: _____Francis Benjamin _____Barney Waldrop
 _____Keith Bloom _____Nathan Weller
 _____Ann Heath _____Pat Wright
 _____Bill Paul

- B. Announcements
C. Confirmation of Appointment - Board of Adjustment
D. Report - Status of WSU Fire Agreement Negotiations
E. Consent Agenda

The items listed under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion of the Council without separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by Council action.

Motions

1. Dispense with the reading of the minutes of the regular meeting of June 3, 2008, and approve them as submitted.
2. A motion to refer a Claim for Damages submitted by Ebonee Coates for the sum of \$742.20 to the Washington Cities Insurance Authority (WCIA).
3. A motion to refer a Claim for Damages submitted by Anne M. Bailey for the sum of \$718.96 to the Washington Cities Insurance Authority (WCIA).

4. A motion to refer a Claim for Damages submitted by Kerry Morrison for the sum of \$1,777.95 to the Washington Cities Insurance Authority (WCIA).
5. A motion to accept as complete Contract No. 08-02, Sidewalks 2008.
6. A motion to authorize a Washington State Patrol and Washington State Department of Transportation Electronic Collision Reports and Electronic Collision Records user's agreement.
7. A motion to set July 8, 2008, as the date for a public meeting to review the proposed Whispering Hills No. 5 preliminary plat and Whispering Hills No. 5 PRD preliminary plan.
8. A motion to set July 8, 2008, as the date for a public hearing to consider a petition for annexation of property to the City of Pullman submitted by Shirley O'Hare.

Resolutions

- 9a. Resolution No. R-54-08 - A RESOLUTION SETTING JULY 8, 2008 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2009 THROUGH 2014 FOR THE CITY OF PULLMAN.
- 9b. Resolution No. R-55-08 - A RESOLUTION SETTING JULY 8, 2008 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2009 THROUGH 2014 FOR THE CITY OF PULLMAN.
10. Resolution No. R-56-08 - A RESOLUTION DECLARING A CERTAIN CITY VEHICLE TO BE EXCESS AND SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAID SURPLUS PROPERTY IN THE MOST ECONOMICAL MANNER AVAILABLE.
- 11a. Resolution No. R-57-08 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND HDR ENGINEERING, INC. FOR THE PURPOSE OF PROVIDING A CITY OF PULLMAN GENERAL SEWER PLAN.
- 11b. Resolution No. R-58-08 - A RESOLUTION AUTHORIZING THE APPLICATION TO THE WASHINGTON STATE PUBLIC WORKS BOARD FOR A \$100,000 PLANNING LOAN ASSOCIATED WITH A CITY OF PULLMAN GENERAL SEWER PLAN.

F. Regular Agenda

Resolutions

12. Resolution No. R-59-08 - A RESOLUTION AUTHORIZING THE EXECUTION OF A SPECIAL USE PERMIT BETWEEN THE CITY OF PULLMAN AND GREGORY A. JAMES AND KEITH A. TYACKE FOR THE PURPOSE OF CLARIFYING RIGHTS AND RESPONSIBILITIES OF CITY AND PERMITTEE WITH REGARD TO THE USE OF PUBLIC RIGHT OF WAY.

13. Resolution No. R-60-08 - A RESOLUTION APPROVING AND ADOPTING THE WATER SYSTEM PLAN UPDATE, MAY 2008, AS THE OFFICIAL WATER PLAN FOR THE CITY OF PULLMAN.

Discussions

14. University District Proposal
15. Itinerant Business Ordinance

G. New Business

Members of the public may bring items of new business to the attention of the Council under this agenda item. However, we strongly encourage advising the Mayor or City Supervisor of your intention prior to the meeting to ensure the item is properly an item of new business and, if not, if the matter could be addressed in some other manner.

- H. Executive Session - Litigation or Potential Litigation, Labor Negotiations, and Property Acquisition
- I. Tentative Council Agenda for July 1, 2008 - Canceled

Tentative Council Agenda for July 8, 2008

Public Hearing on Capital Improvement Program
Public Hearing on Transportation Improvement Program
Award Parks Shop Re-Roof Contract
Resolution - Whispering Hills 5 Preliminary Plat
Resolution - Whispering Hills 5 PRD
Resolution - Engineering Services Agreement - Century West
Engineering
Resolution - Sole Source - Gray Automotive

Tentative Agenda for Planning Commission on June 25, 2008

Capital Improvement Program
Transportation Improvement Program
Selection of Capital Improvement Program Committee Member
Park View Drive Street Dedication
Commission Self-Evaluation Session

Tentative Agenda for Board of Adjustment on July 21, 2008

There is no business scheduled at this time.

THE COUNCIL CHAMBERS ARE ACCESSIBLE TO PERSONS WITH DISABILITIES. PERSONS REQUIRING SPECIAL ACCOMMODATIONS, SHOULD CONTACT THE FINANCE DEPARTMENT BEFORE 5:00 P.M. THE MONDAY PRECEDING THE COUNCIL MEETING. THE FINANCE DEPARTMENT IS LOCATED ON THE FIRST FLOOR OF CITY HALL, 325 SE PARADISE STREET, PULLMAN, WA 99163. TELEPHONE NUMBER 338-3209 or 338-3208, FAX NUMBER 334-2751, ADD NUMBER 7-1-1.



CITY OF PULLMAN

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

MEMORANDUM

TO: City Councilmembers
FROM: Glenn A. Johnson, Mayor
RE: Confirmation of Appointment
DATE: June 24, 2008

The Council is requested to confirm this appointment.

BOARD OF ADJUSTMENT

Scott Vik, 475 NW Thomas, Pullman, 332-6749 (h), 335-0304 (w) appointed to a term expiring on December 31, 2010.

cc: Staff Liaison



CITY OF PULLMAN

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

MEMORANDUM

TO: Mayor and City Council
FROM: John Sherman, City Supervisor
RE: Report on Status of WSU Fire Agreement Negotiations
DATE: June 20, 2008

The purpose of this report is to convey the status of negotiations between the city of Pullman and WSU relative to the amount that WSU should pay under the terms of the interlocal agreement for fire and emergency medical protection. Under the terms of the June 2005 interlocal agreement between WSU and the city, the contract amount for 2009 is to be settled by July 1, 2008. The language within the interlocal agreement states:

The initial term of this Agreement shall commence May 15, 2005, and end June 30, 2008. For subsequent years 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 for the first three-year period.

Although WSU and city staff representatives met on March 3 and April 8 to discuss the appropriate level of compensation under the interlocal agreement, no agreement was reached. Subsequent one-on-one discussions with WSU have also failed to result in a settlement of the negotiations.

The current position of WSU is that it does not have the funds to support our requested increase. WSU also questions why the cost is so high. WSU will be seeking a legislative appropriation that can be used for fire and emergency medical services but won't know until next Spring whether it will get any of those funds. Also, WSU is trying to determine other ways to help the City reduce its costs. However, as of now all WSU can offer for the payment for 2009 is the 2008 annual payment of \$587,292 plus a Consumer Price Index (CPI) increase.

The position of the City is that WSU should pay \$800,000 based upon the City's actual costs in providing services. Based upon actual City 2007 costs and the percentage of runs to WSU the WSU share would have been \$791,495. Our position is based upon the provision quoted above from the interlocal agreement that states that future costs shall be based upon "...the City's actual costs in providing fire protection and emergency medical services." Our actual costs for 2007 were approximately \$800,000.

Attached is background information pertaining to the negotiations. The purpose of this report is simply to apprise you of the status of the negotiations and to inform you that we will not have a settlement by the July 1 date provided within the agreement.

CITY OF PULLMAN/WSU FIRE SERVICES AGREEMENT MEETING

APRIL 8, 2008

WSU MEETING PARTICIPANTS:

Rich Heath, Vicky Murray, and Theresa Elliot-Cheslek

CITY OF PULLMAN MEETING PARTICIPANTS:

John Sherman, Troy Woo, Pat Wilkins, and Karen Sires

On March 3, WSU representatives Rich Heath, Vicky Murray and Steve Hansen met with city of Pullman representatives John Sherman, Troy Woo and Pat Wilkins. Bobbie Ryder from WSU Capital Planning led off the meeting with a brief analysis of potential new fire station sites. After Bobbie Ryder completed her presentation and left the meeting, John Sherman distributed handouts relating to the fire services agreement. The following is a brief summary of some of the more important points of discussion at the meeting. The information is extracted from the handouts from the March 3 meeting.

1. Term of the Agreement:

The current interlocal agreement for fire and emergency medical protection services was ratified in June 2005. It replaced the March 12, 2005, interlocal agreement. Article II of the interlocal agreement contains the following provisions regarding the term of the agreement:

The initial term of this Agreement shall commence May 15, 2005, and end June 30, 2008. For subsequent years 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 for the first three-year period.

2. University and City Budget Resources:

Requests for the next biennium must be submitted in the near future by WSU. Both WSU and the city of Pullman project tight future budgets.

3. Relevant Legislative Actions:

RCW 35.21.779 states:

In cities or towns where the estimated value of state-owned facilities constitutes ten percent or more of the total assessed valuation, the state

agency or institution owning the facilities shall contract with the city or town to pay an equitable share for fire protection services.

4. City of Pullman Actual Expenditures:

The following are the actual city of Pullman expenditures for fire and emergency medical protection services for 2006 and 2007. The figures also show the dollar increase from the previous year, and the percentage increase from the previous year.

<u>YEAR</u>	<u>ACTUAL EXPENDITURES</u>	<u>\$ INCREASE</u>	<u>% INCREASE</u>
2006	\$ 3,350,969	\$ 323,722	10.69%
2007	\$ 3,649,435	\$ 298,466	8.91%

5. WSU Intrerlocal Contributions to the City of Pullman for 2006-2007:

The following are the figures for the WSU monthly contributions to the city of Pullman for fire and emergency medical protection services for 2006 and 2007 as are contained within the interlocal agreement. Due to the impact of the WSU decision to not provide emergency medical services, the interlocal agreement also stated, "University shall contribute an additional \$25,000 in December 2005 and \$25,000 in December 2006". No such additional \$25,000 payment was made in 2007. The city added three additional firefighters to help absorb the impact of the WSU decision to discontinue EMS. Since WSU did not make a \$25,000 payment in 2007, the \$25,000 contributions in 2005 and 2006 are not included in the figures that follow:

<u>YEAR</u>	<u>WSU MONTHLY PAYMENT</u>	<u>\$ INCREASE</u>	<u>% INCREASE</u>
2006	\$ 46,132	\$ 1,344	3.0%
2007	\$ 47,516	\$ 1,384	3.0%

6. WSU Contributions to the City of Pullman as a Percentage of the Fire Budget:

The following is a comparison of the WSU interlocal contribution compared to the total city of Pullman actual fire expenditures for 2006 and 2007. Once again the \$25,000 WSU contributions of 2005 and 2006 are not included in these figures.

<u>YEAR</u>	<u>WSU CONTRIBUTION</u>	<u>CITY EXPENSE</u>	<u>% OF TOTAL</u>
2006	\$ 553,584	\$ 3,350,969	16.5%
2007	\$ 570,192	\$ 3,649,435	15.6%

7. WSU Calls for Service as a Percentage of Total City Calls for Service

The following is a breakdown of WSU calls for service as compared to the Pullman Fire Department:

<u>YEAR</u>	<u>WSU CALLS</u>	<u>TOTAL CALLS</u>	<u>% OF TOTAL CALLS</u>
2006	659	3,159	20.86%
2007	612	2,886	21.21%

8. WSU Payments for 2006 and 2007 if based on Call Volume Percentage

The following is an analysis of what the WSU contribution for 2006 and 2007 would have been if it had been based on call volume.

<u>YEAR</u>	<u>% OF CALLS</u>	<u>EXPENDITURES</u>	<u>WSU CONTRIBUTION</u>
2006	20.86%	\$ 3,350,969	\$ 687,444
2007	21.21%	\$ 3,649,435	\$ 791,495

9. WSU Payment if based on City of Cheney Formula

The following is an analysis of what the WSU contribution would be for 2008 if the formula for funding were based upon the formula as is contained within the fire services contract between Eastern Washington University (EWU) and the city of Cheney. The EWU contract is based upon percentage of assessed valuation for determination of the appropriate percentage of fire budget payment. The figures provided for valuation for WSU come from WSU Capital Planning and the figures for the city of Pullman come from the Whitman County Assessor's Office. The 2008 city of Pullman fire budget is \$3,852,791. The dollar share due figure is based upon what the WSU obligation would be if (1) we used the EWU contract formula and (2) the valuation estimates of property for WSU and Pullman were as stated in the available figures.

<u>ENTITY</u>	<u>PROPERTY VALUATION</u>	<u>% OF TOTAL</u>	<u>\$ SHARE DUE</u>
PULLMAN	\$ 1,133,131,234	37.7%	\$ 1,453,722
WSU	\$ 1,870,000,000	62.73%	\$ 2,399,069

10. Facility, Equipment, and Staffing issues

In Fire Chief Pat Wilkins' memorandum dated February 15 that was distributed at our joint meeting on March 3, he listed the following needs during the next agreement period:

1 new engine/pumper	Cost estimate \$450,000
1 new Fire Facility	Cost estimate: \$3-5 million Required Acreage: 2-4 acres
6 Firefighter/Medics	Cost/Benefits: \$435,036

With respect to federal grant funding possibilities, Fire Chief Pat Wilkins provided the following information from how the federal and local shares would be broken out if we were to receive a federal SAFER grant:

FEDERAL SAFER GRANT

1st year 90% = \$391,532

2nd year 80% = \$348,029

3rd year 50% = \$217,518

4th year 30% = \$130,510

CITY OF PULLMAN/WSU SHARE

1ST year 10% = \$ 43,504

2nd year 20% = \$ 87,007

3rd year 50% = \$217,518

4th year 70% = \$304,426

There would be no federal participation after the fourth year of the grant.

With respect to future fire equipment and fire facility needs, the interlocal agreement contains the following language:

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.

At the March 3 meeting, Bobbie Ryder provided an analysis of potential sites for the construction of a new fire station.

WSU provided approximately 20 percent of the funding for the new platform ladder unit (PL). Twenty percent of a new \$450,000 pumper would amount to \$90,000.

SUMMARY AND CONCLUSIONS

Given the need for WSU to submit figures for its 2009-2011 budget request within the next two weeks it is important that we try to achieve some appropriate figure for discussion with decision makers at WSU and the city of Pullman. The attachments contain the handouts from the meeting on March 3.

ATTACHMENTS

INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

1. The current interlocal agreement between WSU and the city was ratified in June 2005. The new interlocal agreement replaced the original March 12, 2005 interlocal agreement. The formal title of the interlocal agreement is "Interlocal Agreement for fire and emergency medical protection services between Washington State University and city of Pullman"

2. Article II of the interlocal provides the following provisions regarding the term of the agreement:

The initial term of this Agreement shall commence May 15, 2005, and end June 30, 2008. For subsequent years 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 for the first three-year period.

3. University Budget Resources
3. Relevant Legislative Actions
4. City's Budget Resources
5. City's Actual Costs in Providing Fire Protection and Emergency Medical Services
6. Incremental Costs in Expanding Services to Campus
7. Experience Gained by the Parties
8. Comparison with Eastern Washington University Agreement

**City of Pullman
WSU Fire Services Contract
2008**

City of Pullman Fire Services Actual Expenditure History

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Amended Final Budget	3,001,390	3,494,385	3,757,790
Change from Prior Year Amended Budget	(251,307)	492,995	263,405
% Change from Prior Year Amended Budget		16.43%	7.54%
Fire Control	2,084,895	2,251,748	2,416,499
Ambulance and Emergency Aid	<u>942,351</u>	<u>1,099,221</u>	<u>1,232,936</u>
Actual Expenditures	3,027,247	3,350,969	3,649,435
Change from Prior Year Actual Expenditures	(176,479)	323,722	298,466
% Change from Prior Year Actual Expenditures		10.69%	8.91%
WSU Contributions	447,880	553,584	570,192
WSU Monthly Contributions	44,788	46,132	47,516
% Change from Prior Year		3.00%	3.00%

Notes:

- 1) The 2007 actual expenditures are preliminary.
- 2) In 2005, WSU contributed for 10 months.
- 3) The WSU contributions of an additional \$25,000 per year in 2005 and 2006 are not reflected.

**City of Pullman
WSU Fire Services Contract
2008**

	<u>Assessed Value</u>	<u>Percentage</u>
City of Pullman 2007	\$ 1,133,131,234	37.73%
Estimated WSU - Capital Planning	1,870,000,000	62.27%
Total	3,003,131,234	100.00%

Total 2008 Fire Services Budget \$ 3,852,791

Allocation Based on Eastern Washington University and City of Cheney Fire Services Contract

City of Pullman	\$ 1,453,722
WSU	<u>2,399,069</u>
	\$ 3,852,791

Notes:

- 1) The City of Pullman assessed value includes land and structures.
- 2) The WSU assessed value basis is the current structural replacement cost, which was provided by WSU Department of Capital Planning and Development.

MEMORANDUM

TO: Glenn Johnson; John Sherman; Troy Woo

FROM: Patrick E Wilkins

RE: City of Pullman/WSU Financial Agreement

DATE: February 15, 2008

This correspondence is prepared and transmitted as per our meeting this week and also to provide additional data that may be useful as discussions with WSU commence.

STAFFING PRIOR TO MAY 2005:

WSU Fire Department: 6 Fire Officers assigned to three shifts of 24 hours.
15 Student Firefighters assigned to five shifts working twelve hours Monday through Friday. And twenty four hours weekends, holidays, academic breaks.

Additional Staff: 1 Training Officer and Fire Marshal working Monday thru Friday.

City of Pullman Fire Department: 3 Captains and 9 Firefighter/EMT are assigned to three shifts of 24 hours working out of Station One.

25 Reserve Firefighters assigned to three shifts working twelve hours on a call for service basis out of Station Two.

Additional Staff: 1 Chief; 1 Operations Officer; 1 Fire Prevention Officer working Monday thru Friday.

STAFFING AS A RESULT OF WSU CEASING TO PROVIDE EMERGENCY SERVICES MAY 2005:

WSU Fire Department: 1 Fire Marshal

City of Pullman Fire Department: Same as shown above with the addition of hiring 1 Training Officer and staffing Station Two with the following:

3 Lieutenants	Wages: \$173,064	Benefits: \$36,411
3 FF Medics	Wages: \$156,335	Benefits: \$54,877
3 FE/EMT's	Wages: \$139,237	Benefits: \$34,122

Fire Department needs during next agreement period:

1 new engine/pumper	Cost estimate: \$450,000	
1 new Fire Facility	Cost estimate: 3-5 million	Required acreage: 2-4 acres
6 Firefighter/Medics	Cost/Benefits: \$435,036	

Potential Funding Source (SAFER Grant):

1st year 90% = \$391,532	Local expense = \$43,504
2 nd year 80% = \$348,029	Local expense = \$87,007
3 rd year 50% = \$217,518	Local expense = \$217,518
4 th year 30% = \$130,510	Local Expense = \$304,426
5 th year:	Cost borne by grantee (Local)

Increase in staffing will allow Station two to be staffed as Station one with four assigned to an Engine/Pumper and two to an ambulance as is recommended by National Standards.

Response Times:

Since 2005 concerns have been expressed by individuals on the WSU Campus regarding response times. Departmental staff has had numerous informational meetings to discuss the situation with the concerned parties. We have changed our response mode to full code. The main element effecting response times, is the distance of travel from the two existing City of Pullman Fire Facilities to the WSU campus. Response times now are within recognized standards however, they could be reduced with a new facility located in the Northeast quadrant of the city on the fringe of the WSU Campus.

I have provided you with a copy of the current City of Cheney/EWU Agreement, AMR Ambulance does all transport from the Cheney/EWU area. The City of Ellensburg/Kittitas County are in the process of formulating a new contract and according to their Chief, they are going to utilize a \$1.50 per thousand valuation that is in place in the county as the city and county fire department are now consolidated. This will also put the City of Ellensburg and CWU under the same formula. A perfect example of the options available to expand the 1% lid within the cities and maintain essential services.

My overall assessment of the provision of emergency services to the university is that I feel in 2005 the City of Pullman absorbed more of a service delivery system than was identified during previous discussions. Since then we have had an opportunity to evaluate the system and it has been identified that additional funding for staff, equipment and facilities is required to meet the current demand for emergency services and prepare

RCW 35.21.775**Provision of fire protection services to state-owned facilities.**

Subject to the provisions of RCW 35.21.779, whenever a city or town has located within its territorial limits facilities, except those leased to a nontax-exempt person or organization, owned by the state or an agency or institution of the state, the state or agency or institution owning such facilities and the city or town may contract for an equitable share of fire protection services for the protection and safety of personnel and property, pursuant to chapter 39.34 RCW, as now or hereafter amended. Nothing in this section shall be construed to require the state, or any state agency or institution, to contract for services which are performed by the staff and equipment of such an entity or by a fire protection district pursuant to RCW 52.30.020.

[1992 c 117 § 4; 1985 c 6 § 4; 1984 c 230 § 82; 1983 c 146 § 1; 1979 ex s. c 102 § 1.]

Notes:

Findings -- 1992 c 117: "The legislature finds that certain state-owned facilities and institutions impose a financial burden on the cities and towns responsible for providing fire protection services to those state facilities. The legislature endeavors pursuant to chapter 117, Laws of 1992, to establish a process whereby cities and towns that have a significant share of their total assessed valuation taken up by state-owned facilities can enter into fire protection contracts with state agencies or institutions to provide a share of the jurisdiction's fire protection funding." [1992 c 117 § 3.]

RCW 35.21.778**Existing contracts for fire protection services and equipment not abrogated.**

Nothing in chapter 117, Laws of 1992, shall be interpreted to abrogate existing contracts for fire protection services and equipment, nor be deemed to authorize cities and towns to negotiate additional contractual provisions to apply prior to the expiration of such existing contracts. Upon expiration of contracts negotiated prior to March 31, 1992, future contracts between such cities and towns and state agencies and institutions shall be governed by the provisions of RCW 35.21.775 and 35.21.779.

[1992 c 117 § 5.]

Notes:

Findings -- 1992 c 117: See note following RCW 35.21.775.

RCW 35.21.779**Fire protection services for state-owned facilities — Contracts with the department of community, trade, and economic development — Consolidation of negotiations with multiple state agencies — Arbitration.**

(1) In cities or towns where the estimated value of state-owned facilities constitutes ten percent or more of the total assessed valuation, the state agency or institution owning the facilities shall contract with the city or town to pay an equitable share for fire protection services. The contract shall be negotiated as provided in subsections (2) through (6) of this section and shall provide for payment by the agency or institution to the city or town.

(2) A city or town seeking to enter into fire protection contract negotiations shall provide written notification to the department of community, trade, and economic development and the state agencies or institutions that own property within the jurisdiction, of its intent to contract for fire protection services. Where there are multiple state agencies located within a single jurisdiction, a city may choose to notify only the department of community, trade, and economic development, which in turn shall notify the agencies or institution that own property within the jurisdiction of the city's intent to contract for fire protection services. Any such notification shall be based on the valuation procedures, based on commonly accepted standards, adopted by the department of community, trade, and economic development in consultation with the department of general administration and the association of Washington cities.

01-05
Washington State
University

50-20-2203
(6/7/2005)

Return to:
City of Pullman
325 S.E. Paradise
Pullman, WA 99163



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PAGE: 1 of 10
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INTERLOCAL AGMT WHITMAN COUNTY

Document Title: Resolution No. R-46-05 - 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.

Reference Number(s) of Related Documents: None

Grantors: Washington State University, a public higher education institution of the state of Washington.

Grantee: City of Pullman, a Municipal Corporation of the State of Washington

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A



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 to the property and residents of the area served by the City Fire Department, including the University's facilities and campus; and

WHEREAS, the University is the owner of firefighting vehicles, ambulances, and equipment that will become surplus University property upon the University's cessation of fire protection and emergency medical services; and the University desires to transfer ownership of such vehicles and equipment to the City that the City deems appropriate for its use in providing fire protection and emergency medical services in the City; and

WHEREAS, the University and the City desire an orderly transition from the University to the City of existing career fire service employees who desire to become City fire department employees, and to WSU student firefighters who wish to become City reserve firefighters; and

WHEREAS, City shall continue to provide Advanced Life Support services both on and off 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 AND TERM OF AGREEMENT

The purposes of this Agreement are to provide for the orderly assumption of fire and emergency medical protection services to the campus area and facilities of the University by the City, and 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. Fire protection services on campus shall include responses to fire alarms but not to trouble alarms. Emergency medical protection shall include basic life support service and responses. The initial term of this Agreement shall commence May 15, 2005, and end June 30, 2008. For subsequent years the agreement will be executed by the City and the University prior to July 1, of each even numbered year, and will



IV. UNIVERSITY CONTRIBUTION TO CITY BUDGET FOR FIRE PROTECTION SERVICES

The financing of the expansion of the City fire department's services as provided by this Agreement shall be accomplished by the University's contribution of such sums as set forth herein or as later amended. 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 2005, the University shall contribute \$44,788 per month commencing with the first payment on April 1, 2005. Commencing on January 1, 2006, the University shall contribute \$46,132 per month (3% increase). University shall contribute an additional \$25,000 in December 2005 and \$25,000 in December 2006. Commencing on January 1, 2007, the University shall contribute \$47,516 per month (3% increase). Commencing on January 1, 2008, the University shall contribute \$48,941 per month (3% increase). Should either the University or the City feel the 3% increases for 2007 or 2008, are inappropriate, either party may request negotiation of a different amount on or before December 1 of the year preceding the next applicable budget year. Should negotiations not be resolved by March 1 of the applicable budget 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



663963

PAGE 8 of 10
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INTERLOCAL AGMT WHITMAN COUNTY

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.

VIII. MODIFICATION AND TERMINATION OF AGREEMENT

The City and the University may agree to modify or terminate this Agreement with one year's written notice. 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 voluntary 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.*

IX. 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.

X. 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.

XI. 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



663963

PAGE: 10 of 10
06/21/2005 09:25A
807 28 00

INTERLOCAL AGMT WHITMAN COUNTY

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: 

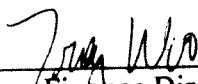
Mayor

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

By: 

Vice President of Business Affairs

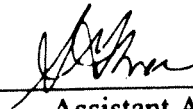
ATTEST:



Finance Director

Date: 6/14/05

Approved as to Form:



Assistant Attorney General

Date: 6-8-05Date: 6/14/05

MINUTES OF THE CITY COUNCIL
OF THE CITY OF PULLMAN
JUNE 3, 2008

Roll Call

The regular meeting of the City Council of the City of Pullman was held on June 3, 2008, at 7:30 p.m. in Council Chambers, City Hall, Pullman, Washington with the following present:

Glenn A. Johnson	Mayor
Troy Woo	Finance Director
Francis Benjamin	Councilmember
Keith Bloom	Councilmember
Ann Heath	Councilmember
Bill Paul	Councilmember
Barney Waldrop	Councilmember
Nathan Weller	Councilmember
Pat Wright	Councilmember

Call to Order

Mayor Johnson called the regular meeting to order at 7:30 p.m.

Announcements

Mayor Johnson and City Attorney McAloon made announcements regarding the Wal-Mart appeal decision. Mayor Johnson made two additional announcements.

**Confirmation of
Appointment**

Lodging Tax
Advisory Committee

Mayor Johnson announced that he had appointed Mike Waite, Chamber of Commerce Board member, to the Lodging Tax Advisory Committee. Councilmember Bloom moved, Councilmember Waldrop seconded to confirm this appointment. The motion carried unanimously.

ORDER OF BUSINESS

Approval of Recommendations of Consent Agenda
Items

CONSENT AGENDA

Mayor Johnson reviewed the items on the Consent Agenda with the Council and audience. He stated that the items listed on the Consent Agenda are considered to be routine in nature and will be enacted by a single motion of the Council without separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by Council request. Councilmember Paul moved,

Councilmember Bloom seconded to read the items on the Consent Agenda by title only.

Motion Carried.

City Attorney McAloon read the items on the Consent Agenda by title only. Mayor Johnson asked if there were any requests for removal of items from the Consent Agenda from either the Council or audience. Councilmember Paul requested item No. 12 be removed for separate discussion. Councilmember Weller moved, Councilmember Benjamin seconded to adopt items 1 through 11 on the Consent Agenda.

Motion Carried.

Motions

- | | | |
|--|----|--|
| Minutes - May 20, 2008 | 1. | The Council dispensed with the reading of the minutes of the regular meeting of May 20, 2008, and approved them as submitted. |
| Accounts Payable, Payroll, and Electronic Transfers - June | 2. | The Council approved disbursements represented by accounts payable checks numbered _____ through _____ totaling \$ _____ inclusive, payroll checks numbered _____ through _____ totaling \$ _____ inclusive, and electronic transfers totaling _____ and directed that they be paid upon approval of the Auditing Officer and Audit Committee. |
| Claim for Damages - Shoemaker | 3. | The Council referred a Claim for Damages submitted by Shelby Shoemaker for an undetermined amount to the Washington Cities Insurance Authority (WCIA). |
| Claim for Damages - Parry | 4. | The Council referred a Claim for Damages submitted by Nancy C. Parry for the sum of \$8,200.00 to the Washington Cities Insurance Authority (WCIA). |
| Claim for Damages - Parry | 5. | The Council referred a Claim for Damages submitted by Nancy Parry for the sum of \$100,000.00 to the Washington Cities Insurance Authority (WCIA). |
| N. Grand 600 Block Building Demolition Complete | 6. | The Council accepted as complete Contract No. 07-18, N. Grand 600 Block Building Demolition. |

Construction of 7. The Council authorized the construction of
Utilities Along utilities across the frontage of the Auto Body
N. Grand and Albion Super Center property to facilitate development
Road Area along North Grand Avenue and the Albion Road
area.

Resolutions

Resolution No. 8. Resolution No. R-49-08
R-49-08 - FAA
Grant
A RESOLUTION PREAUTHORIZING THE ACCEPTANCE OF
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL
AVIATION ADMINISTRATION AIRPORT IMPROVEMENT
PROGRAM GRANT MONIES FOR MULTIPLE PULLMAN-MOSCOW
REGIONAL AIRPORT PROJECTS.

Resolution No. R-49-08 was adopted unanimously.

Resolution No. 9. Resolution No. R-50-08
R-50-08 - North
Grand Pavement
Repair
A RESOLUTION ACCEPTING THE BID OF MOTLEY-MOTLEY,
INC. FOR NORTH GRAND PAVEMENT REPAIR AND
AUTHORIZING EXECUTION AND DELIVERY OF THE
CONTRACT FOR SAID PROJECT.

Resolution No. R-50-08 was adopted unanimously.

Resolution No. 10. Resolution No. R-51-08
R-51-08 - Jackson-
Kamiaken-Pioneer
Sewer
A RESOLUTION ACCEPTING THE BID OF M.L. ALBRIGHT
& SONS, INC. FOR JACKSON-KAMIAKEN-PIONEER SEWER
AND AUTHORIZING EXECUTION AND DELIVERY OF THE
CONTRACT FOR SAID PROJECT.

Resolution No. R-51-08 was adopted unanimously.

Resolution No. 11. Resolution No. R-52-08
R-52-08 - Decant
Waste Facility
A RESOLUTION ACCEPTING THE BID OF ACE ELLIOTT
LANDSCAPING FOR DECANT WASTE FACILITY AND
AUTHORIZING EXECUTION AND DELIVERY OF THE
CONTRACT FOR SAID PROJECT.

Resolution No. R-52-08 was adopted unanimously.

REGULAR AGENDA

Resolution

Resolution No. 12. Mayor Johnson announced that this item had been
R-53-08 - Txtwire removed from the Consent Agenda at the request of
Agreement Councilmember Paul. Councilmember Paul described
the messaging service that will be available to
riders and asked if the messaging service could

be expanded to include street conditions and snow plow information. Public Works Director Workman responded. Councilmember Paul moved, Councilmember Waldrop seconded to adopt Resolution No. R-53-08. The motion carried unanimously.

Discussions

WSU University 13.
District Proposal

Mayor Johnson announced that a discussion is scheduled on a WSU University District proposal. City Supervisor Sherman introduced the topic by describing various WSU activities that have helped the Pullman community and the cooperation between WSU and the community. WSU President Floyd presented the University District proposal which included background information, a description of the collaboration with the Pullman Police Department, and the intent of the proposal. President Floyd also described the University District area, benefits, and details of the proposal which included lighting, certified off-campus housing, residential permit parking, and police services.

Councilmember Heath thanked President Floyd for the timeliness of the program and asked if the preferred housing list would serve College Hill or all of the City of Pullman. President Floyd responded. Councilmember Heath asked if the off-campus housing office would serve all of the City or just College Hill. President Floyd responded. Mayor Johnson asked if the WSU preferred housing list could be expanded sometime in the future. President Floyd responded. Councilmember Waldrop thanked President Floyd for his presentation and noted that he has a strong team that has helped lay the groundwork for this proposal. President Floyd agreed. Councilmember Benjamin stated he was excited about the parking plan, especially the park-and-ride concept. President Floyd commented.

Mayor Johnson congratulated WSU on the hiring of Police Chief Bill Gardner and said that Chief Gardner would help continue the strong collaboration between the two police departments. President Floyd responded. Mayor Johnson and President Floyd made comments regarding the spirit of collaboration between the University and the community.

Stormwater
Discussion

14. Mayor Johnson announced that a discussion is scheduled on stormwater. City Supervisor Sherman

introduced the item by providing a chronology of the stormwater issue, describing past City of Pullman stormwater activities, a description of the MPDS Phase II permit history, a description of the permit requirements, and legal issues surrounding stormwater regulations. Public Works Director Workman presented a staff report that included a history of the Clean Water Act, a description of the estimated stormwater charges, and a description of recent stormwater activities. David Knight, Department of Ecology, presented a report that included a definition of stormwater urban watershed issues, stormwater pollutants, water quality in Pullman, municipal stormwater timelines, a description of the non-compliance citizen lawsuits, and government fines.

John Knudtson, Otak, presented a report that included a description of the City of Pullman stormwater planning and funding, a description of the development of the implementation plan, a schedule of cost, funding options, and comments regarding the development of the utility. Councilmember Waldrop asked for clarification on the total number of equivalent residential units or ERUs. Mr. Knudtson responded. Councilmember Waldrop asked how streets and parking lots are treated under the proposed ordinance. Mr. Knudtson responded. Councilmember Waldrop noted that it appears the Department of Ecology has imposed stricter requirements than those required under the Clean Water Act. Mr. Knudtson responded. Councilmember Waldrop and Mr. Knudtson discussed issues and concerns that the City of Moscow does not have the same stormwater requirements.

Councilmember Bloom stated that stormwater requirements are over and beyond the federal requirements and that it is not a level playing ground since Moscow does not have the same requirements. Councilmember Bloom stated he is in favor of clean water but not in support of zero-benefit costs. Councilmember Bloom noted that the ordinance does not include penalties for illicit discharges. Mr. Knudtson and Public Works Director Workman responded. Councilmember Bloom stated he is in favor of credits being granted for rain water harvesting but there needs to be some balance in the state laws. Mr. Knudtson and Mr. Knight responded. Councilmember Bloom noted that particles do not settle in the Pullman area and that only one flocculant is approved which makes it expensive and difficult

to comply and asked for some relief in that area. Mr. Knight and Mike Hepp, Department of Ecology, responded.

Councilmember Paul thanked Mr. Knudtson for all of his work and noted the potential stormwater fee impact on commercial development and asked if there were any other options to raise funds. Mr. Knudtson responded. Councilmember Benjamin and Mr. Knudtson discussed runoff issues related to vacant and undeveloped property.

Councilmember Heath noted that she had some suggested language changes for the ordinance such as removing terms like "desire" since the City does not want these requirements but are required to implement these requirements. Councilmember Waldrop stated he agreed with Councilmember Paul's and Councilmember Heath's comments and suggested that the funding mechanism be revisited since he felt that it was unfair. Councilmember Waldrop suggested that the total costs be spread out evenly among each utility account. Councilmember Heath responded to Councilmember Waldrop's recommendation and noted that businesses will pass on these costs to the customers. Mr. Knudtson responded. Mr. Knudtson noted that it is important to develop a nexus that connects the fee to the level of contribution to the stormwater problem.

Councilmember Benjamin asked if there were any studies that compare the runoff of a residential property to a street property to a business property in terms of volume and content of the runoff. Mr. Knudtson and Public Works Director Workman responded. Councilmember Benjamin suggested that the most difficult areas be identified and that the stormwater activities be focused on those areas. Mr. Knudtson, Public Works Director Workman, and Mr. Hepp responded. Councilmember Weller asked if other communities in Whitman County would be regulated in the future. Mr. Knight and Mr. Hepp responded.

Mayor Johnson asked when counties would be impacted by stormwater regulations. Mr. Knight and Mr. Hepp responded. Mayor Johnson described discussions with Community, Trade and Economic Development (CTED) that involved affordable housing and the stormwater impact. Councilmember Bloom noted that the City may spend over \$4,000,000 at the end of the first five-year permit and asked if the water quality could be

quantified after that period. Stormwater Services Program Manager Rob Buchert and Public Works Director Workman responded. Mayor Johnson and City Attorney McAloon discussed the logistics surrounding obtaining the ordinance changes. Mayor Johnson asked for a timeline relating to the adoption of the ordinance and rate schedule. Public Works Director Workman responded. Stormwater Services Program Manager Buchert asked if it was appropriate for the public to comment on the ordinance at this time. Mayor Johnson responded.

NEW BUSINESS

Police Chief Weatherly provided details on the arrest of a 2004 Pullman rape suspect in Western Washington.

Councilmember Paul described a letter he and the rest of the Council received regarding garbage that has been gathering around Pullman and suggested that a future discussion take place.

ADJOURNMENT

Councilmember Bloom moved, Councilmember Waldrop seconded to adjourn the regular meeting of the City Council.

Motion Carried.

Mayor Johnson adjourned the regular meeting of the City Council at 9:53 p.m.

Mayor

ATTEST:

Finance Director

2. A motion to refer a Claim for Damages submitted by Ebonee Coates for the sum of \$742.20 to the Washington Cities Insurance Authority (WCIA).

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 24, 2008

=====

ACTION REQUESTED

A motion to refer a Claim for Damages submitted by Ebonee Coates for the sum of \$742.20 to the Washington Cities Insurance Authority (WCIA).

=====

BACKGROUND

On May 30, 2008, Ebonee Coates submitted a Claim for Damages for the sum of \$742.20 for damages allegedly occurring due to City negligence. In accordance with the provisions of Section 1.98.030 of the Pullman City Code, the Council should direct that this claim be referred to WCIA.

=====

RECOMMENDATION

That the motion be passed.

=====

FISCAL IMPACT

\$_____ Budgeted Expenditures

BARS Code Number

=====

SUBMITTED BY

Jane Joyce
Name

Deputy City Clerk
Title

Finance
Department

=====

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Claim for Damages - Coates

=====

REVIEWED BY

	Initial	Date
Department Head	<u>W</u>	<u>6/2/08</u>
City Supervisor	<u>JOS</u>	<u>6/20/08</u>
City Attorney (As To Form)	<u>maj</u>	<u>6-2-08</u>

CLAIM FOR DAMAGES FORM

Date Claim Form Received by Member 5.30.08 4.32pm

MEMBER CITY/ORGANIZATION: City of Pullman

Please take note that Ebonee Coates, who resides at Emerald Downs
A 203 Pullman, WA 99163, mailing address 910 NE Providence Ct. Apt.
City of Pullman home phone # 253-380-6485 work phone # is claiming damages against
City of Pullman in the sum of \$ 742.20 arising out of the following circumstances listed below.

DATE OF OCCURRENCE: approx. 4/25/08

TIME: approx 8:00 pm

LOCATION OF OCCURRENCE: Intersection of Opel & Howard

DESCRIPTION:

1. Describe occurrence explaining the nature of the defects or acts of negligence causing damages.

I drove by a party to see how it was going. It was on a dead end street so I tried to turn down a road before it. I was unable to go down that road because a car was parked on one side and an ambulance & fire truck was on the other side. I was about to turn around & go the other way when the fire truck made a right turn. It hit the bumper & shook my car. The truck stopped further down the road & I was able to file a report with Police officer Scott Kirk.

(attach an extra sheet for additional information, if needed)

2. Provide a list of witnesses, if applicable, to the occurrence including names, addresses, and phone numbers.

Sazmin Perkins

3. Attach copies of all documentation relating to expenses, injuries, losses, and/or estimates for repair.

4. Have you submitted a claim for damages to your insurance company? X Yes No

If so, please provide the name of the insurance company: Geico
 and the policy #:

** ADDITIONAL INFORMATION REQUIRED FOR AUTOMOBILE CLAIMS ONLY **

License Plate # <u>804-Ums</u>	Driver License # <u>COATEEM132NK</u>
Type Auto: <u>92 Honda Accord</u> (year) (make) (model)	
DRIVER: <u>Ebonee Coates</u>	OWNER: <u>Ebonee Coates</u>
Address: <u>910 NE Providence Ct. Apt R203</u> <u>Pullman, WA 99163</u>	Address: <u>910 NE Providence Ct. Apt R203</u> <u>Pullman, WA 99163</u>
Phone#: <u>253-380-6485</u>	Phone#: <u>253-380-6485</u>
Passengers:	
Name: <u>Sazmin Perkins</u>	Name: <u> </u>
Address: <u> </u>	Address: <u> </u>

* * NOTE: THIS FORM MUST BE SIGNED AND NOTARIZED * *

I, Ebonee Coates, being first duly sworn, depose and say that I am the claimant for the above described; that I have read the above claim, know the contents thereof and believe the same to be true.

X Ebonee Coates

X
 Signature of Claimant(s)

State of Washington
 County of Pullman

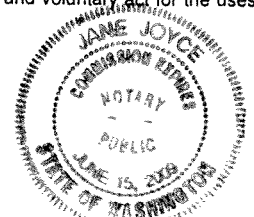
I certify that I know or have satisfactory evidence that EBONEE Coates is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 30, 08

Signature: Jane Joyce

Title: Notary Public

My appointment expires 6-15-2009



3. A motion to refer a Claim for Damages submitted by Anne M. Bailey for the sum of \$718.96 to the Washington Cities Insurance Authority (WCIA).

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 24, 2008

=====

ACTION REQUESTED

A motion to refer a Claim for Damages submitted by Anne M. Bailey for the sum of \$718.96 to the Washington Cities Insurance Authority (WCIA).

=====

BACKGROUND

On June 18, 2008, Anne M. Bailey submitted a Claim for Damages for the sum of \$718.96 for damages allegedly occurring due to City negligence. In accordance with the provisions of Section 1.98.030 of the Pullman City Code, the Council should direct that this claim be referred to WCIA.

=====

RECOMMENDATION

That the motion be passed.

=====

FISCAL IMPACT

\$ _____ Budgeted Expenditures

BARS Code Number

=====

SUBMITTED BY

=====

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Jane Joyce
Name

1. Claim for Damages - Bailey

Deputy City Clerk
Title

Finance
Department

=====

REVIEWED BY

	Initial	Date
Department Head	<u>TW</u>	<u>6/18/08</u>
City Supervisor	<u>JFS</u>	<u>6/26/08</u>
City Attorney (As To Form)	<u>maj</u>	<u>6-19-08</u>

CLAIM FOR DAMAGES FORM

Date Claim Form Received by Member <u>6/18/08 11:40 TW</u>
--

MEMBER CITY/ORGANIZATION: City of Pullman

Please take note that Anne M Bailey, who resides at 1330 Hall Dr. #3
PULLMAN, WASH. 99163, mailing address SAME
CITY OF PULLMAN, home phone # 332-7323, work phone # SAME, is claiming damages against
CITY OF PULLMAN in the sum of \$ _____ arising out of the following circumstances listed below.

DATE OF OCCURRENCE: JUNE 13, 2008

TIME: APPROX. 12:30 PM

LOCATION OF OCCURRENCE: 745 N. GRAND AVE. PULLMAN, WASHINGTON

DESCRIPTION:

1. Describe occurrence explaining the nature of the defects or acts of negligence causing damages.
ON JUNE 13TH 2008, AT APPROXIMATELY 12:30 PM, I WAS DRIVING SOUTHBOUND ON
GRAND AVE IN PULLMAN, WASHINGTON. PASSING SNAP FITNESS (745 N. GRAND)
MY VEHICLE STRUCK A LARGE PIECE OF CONCRETE CURBING WHICH WAS LYING
IN THE RIGHT HAND LANE. THE IMPACT DESTROYED MY RT. FRONT TIRE AND BROKE THE
RIM. THE CONCRETE WAS PART OF A LARGE SECTION OF CURBING WHICH HAD BEEN
DISLODGED AND WAS LYING IN THE STREET. FORTUNATELY I WAS TRAVELLING WELL BELOW
THE SPEED LIMIT OR THE IMPACT COULD HAVE CAUSED EVEN MORE DAMAGE TO MY CAR
OR CONTRIBUTED TO A COLLISION WITH OTHER VEHICLES

2. Provide a list of witnesses, if applicable, to the occurrence including names, addresses, and phone numbers.

DINA WYCHE - 340-2798 - 375 N. TERRE VIEW 99163
DEB PENNER (SNAP FITNESS) 334-7627 - 745 N. GRAND 99163

3. Attach copies of all documentation relating to expenses, injuries, losses, and/or estimates for repair.

4. Have you submitted a claim for damages to your insurance company? Yes ☒ No

If so, please provide the name of the insurance company: N/A
 and the policy #: N/A

**** ADDITIONAL INFORMATION REQUIRED FOR AUTOMOBILE CLAIMS ONLY ****

License Plate # <u>895 XET (WN)</u>		Driver License # <u>BAILEAM 798 NG</u>	
Type Auto: <u>1997</u> <u>FORD</u> <u>TAURUS</u>	(year) (make) (model)		
DRIVER: <u>ANNE BAILEY</u>	OWNER: <u>SAME</u>		
Address: <u>N.W. 1330 HALL DR. # 3</u>	Address: _____		
<u>PULLMAN, WASH. 99163</u>	Address: _____		
Phone#: <u>(509) 332-7323</u>	Phone#: <u>SAME</u>		
Passengers:			
Name: <u>NONE</u>	Name: _____		
Address: _____	Address: _____		

* * NOTE: THIS FORM MUST BE SIGNED AND NOTARIZED * *

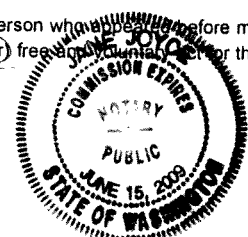
I, Anne M Bailey, being first duly sworn, depose and say that I am the claimant for the above described; that I have read the above claim, know the contents thereof and believe the same to be true.

X Anne M Bailey
 X _____
 Signature of Claimant(s)

State of Washington
 County of Pullman

I certify that I know or have satisfactory evidence that ANNE M. BAILEY is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 18, 2008
[Signature]
 Signature
 Title
 My appointment expires 6-15-2009



4. A motion to refer a Claim for Damages submitted by Kerry Morrison for the sum of \$1,777.95 to the Washington Cities Insurance Authority (WCIA).

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 24, 2008

=====

ACTION REQUESTED

A motion to refer a Claim for Damages submitted by Kerry Morrison for the sum of \$1,777.95 to the Washington Cities Insurance Authority (WCIA).

=====

BACKGROUND

On June 18, 2008, Kerry Morrison submitted a Claim for Damages for the sum of \$1,777.95 for damages allegedly occurring due to City negligence. In accordance with the provisions of Section 1.98.030 of the Pullman City Code, the Council should direct that this claim be referred to WCIA.

=====

RECOMMENDATION

That the motion be passed.

=====

FISCAL IMPACT

\$ _____ Budgeted Expenditures

BARS Code Number

=====

SUBMITTED BY

Jane Joyce
Name

Deputy City Clerk
Title

Finance
Department

=====

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Claim for Damages - Morrison

=====

REVIEWED BY

	Initial	Date
Department Head	<u>TW</u>	<u>6/18/08</u>
City Supervisor	<u>JST</u>	<u>6/20/08</u>
City Attorney (As To Form)	<u>May</u>	<u>6-19-08</u>

CLAIM FOR DAMAGES FORM

Date Claim Form Received by Member 6/10/08 3:23P ZV

MEMBER CITY/ORGANIZATION: City of Pullman

Please take note that Kerry Morrison, who resides at 8902 Green Hollow Rd.
Colfax WA 99111, mailing address _____
 home phone # (509) 392-5113, work phone # _____, is claiming damages against
 in the sum of \$ 122295 arising out of the following circumstances listed below.

DATE OF OCCURRENCE: 6/10/08

TIME: 11:30am

LOCATION OF OCCURRENCE: 122 NW State Street

DESCRIPTION:

1. Describe occurrence explaining the nature of the defects or acts of negligence causing damages.
I parked my car on NW state St where I assumed it would be safe for
the night. The very next morning a tree branch broke off and fell on
my car.

(attach an extra sheet for additional information, if needed)

2. Provide a list of witnesses, if applicable, to the occurrence including names, addresses, and phone numbers.
Jerome C. Walters 122 NW State (509) 200-6797
Dominic REVE E. Lan 120 NW State St Pullman WA (509) 332-2108

3. Attach copies of all documentation relating to expenses, injuries, losses, and/or estimates for repair.

4. Have you submitted a claim for damages to your insurance company? _____ Yes _____ No

If so, please provide the name of the insurance company: _____
 and the policy #: _____

** ADDITIONAL INFORMATION REQUIRED FOR AUTOMOBILE CLAIMS ONLY **

License Plate # <u>210-TSN</u>	Driver License # <u>MORRIKECZ</u>
Type Auto: <u>1996</u> <u>Chevy</u> <u>Co.</u>	
(year) (make) (model)	
DRIVER: <u>Kerry Morrison</u>	OWNER: <u>Kerry Morrison</u>
Address: <u>8902 Green Hollow Rd</u>	Address: <u>_____</u>
Phone#: <u>(509) 392-5113</u>	Phone#: <u>_____</u>
Passengers:	
Name: <u>_____</u>	Name: <u>_____</u>
Address: <u>_____</u>	Address: <u>_____</u>

* * NOTE: THIS FORM MUST BE SIGNED AND NOTARIZED * *

I, Kerry Morrison, being first duly sworn, depose and say that I am the claimant for the above described; that I have read the above claim, know the contents thereof and believe the same to be true.

x Kerry Morrison

x Kerry Morrison Ken

Signature of Claimant(s)

State of Washington
 County of Whitman

I certify that I know or have satisfactory evidence that KERRY MORRISON is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 15, 2008

Signature

Title

My appointment expires 6-15-2009

