CITY OF PULLMAN | COUNCIL MEETING | JUNE 28, 2011
COUNCIL CHAMBERS | AGENDA | 7:30 p.m.

City Motto: HIGH Tech, **HIGHER** Education, **HIGHEST** Quality of Life

City Mission Statement: The mission of the City of Pullman is to provide the highest quality of life through essential infrastructure, public safety, recreation, and welcoming growth within the constraints of fiscally responsible government.

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
_____Jeff Hawbaker	_____Pat Wright
_____Bill Paul	

B. Announcements

C. 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 7, 2011, and approve them as submitted.

2. A motion to refer a Claim for Damages submitted by John K. Garland for the sum of $163.74 to the Washington Cities Insurance Authority (WCIA).

3. A motion to refer a Claim for Damages submitted by Colin Anderson for the sum of $40.04 to the Washington Cities Insurance Authority (WCIA).

4. A motion to refer a Claim for Damages submitted by Dominic Anzelini for the sum of $907.53 to the Washington State Transit Insurance Pool (WSTIP).

5. A motion to approve a Lodging Tax grant to Pullman Youth Baseball Association in the amount of $2,400.

6. A motion to authorize the Chief of Police to submit an application to the U.S. Department of Justice, Bureau of Justice Assistance for a "Bulletproof Vest Partnership" grant.

7. A motion to approve the execution of the proposed Paramedic Services Agreement with Pullman Hospital District 1-A for paramedic services for 2011.

Resolutions

8. Resolution No. R-39-11 - A RESOLUTION AUTHORIZING THE INTERGOVERNMENTAL TRANSFER OF CERTAIN PROPERTY TO WASHINGTON STATE UNIVERSITY POLICE DEPARTMENT.

9. Resolution No. R-40-11 - A RESOLUTION SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER AND TAKE ACTION ON TERMINATING THE PULLMAN TRANSIT A-ROUTE SERVICE.

10. Resolution No. R-41-11 - A RESOLUTION ACCEPTING THE BID OF MOTLEY-MOTLEY, INC. FOR THE ITANI PARK SEWER ACCESS PROJECT AND AUTHORIZING EXECUTION AND DELIVERY OF THE CONTRACT FOR SAID PROJECT.

11a. Resolution No. R-42-11 - A RESOLUTION SETTING JULY 19, 2011 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF PULLMAN FOR THE YEARS 2012 THROUGH 2017.

11b. Resolution No. R-43-11 - A RESOLUTION SETTING JULY 19, 2011 AS THE DATE FOR A PUBLIC HEARING FOR THE ADOPTION OF A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CITY OF PULLMAN FOR THE YEARS 2012 THROUGH 2017.

12. Resolution No. R-44-11 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF CONSTRUCTION AND POST-CONSTRUCTION STORMWATER MANAGEMENT ACTIVITIES RELATED TO PCC 10.32.

D. Regular Agenda

Public Hearings

13. Conduct the second of two sets of simultaneous public hearings to consider draft amendments to the Pullman Comprehensive Plan and Zoning Code related to a proposed expansion of the City's urban growth area.

Discussions

14. July 4th Holiday Fireworks Enforcement

15. List of Major Issues

E. 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.

F. Tentative Council Agenda for July 5, 2011 - Canceled

Tentative Council Agenda for July 12, 2011 - Canceled

Tentative Council Agenda for July 19, 2011
TIP Hearing
CIP Hearing
Fireworks Enforcement Report
Transit Public Hearing
Discussion of Remaining 2007 Bond Issue Funds

Tentative Planning Commission Agenda for July 27, 2011
No business at this Time

Tentative Board of Adjustment Agenda for July 18, 2011
No Business 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.

MINUTES OF THE CITY COUNCIL
OF THE CITY OF PULLMAN
JUNE 7, 2011

Roll Call

A regular meeting of the City Council of the City of Pullman was held on June 7, 2011, at 7:30 p.m. in Council Chambers, City Hall, Pullman, Washington with the following present:

Glenn A. Johnson	Mayor
William F. Mulholland	Finance Director
Francis Benjamin	Councilmember
Keith Bloom	Councilmember
Jeff Hawbaker	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

There were no announcements.

Reports

2010 Library Annual Report

Mayor Johnson announced that the 2010 Library annual report was scheduled. Temporary Library Services Manager Joanna Bailey presented the report. She went through the report and noted some of the highlights which include that attendance increased 36 percent over last year, visits had decreased 15 percent, and circulation had decreased 9 percent. They had received $27,000 from the Friends of Neill Public Library and $14,758 from private donors as well receiving $18,500 in grants and received a laptop training lab valued at $15,000. Councilmember Weller thanked Ms. Bailey for her leadership. Councilmember Benjamin had read an article that Colfax had access to a database for grant writing and wanted to know if we were part of that whole system. Temporary Library Services Manager Bailey said they were going to be checking that out, but she had nothing at this time.

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 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 Bloom moved, Councilmember Benjamin 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 the Council. Councilmember Paul requested that item No. 7 be removed for separate discussion. Mayor Johnson so ordered. Councilmember Wright moved, Councilmember Benjamin seconded to adopt items No. 1 through 6 and 8 on the Consent Agenda.

Motion Carried.

Motions

Minutes - May 17, 2011	1.	The Council dispensed with the reading of the minutes of the special meeting of May 17, 2011, and approved them as submitted.
Accounts Payable, Payroll, and Electronic Transfers - June, 2011	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.
Change Order on ERD Expansion	3.	The Council ratified Change Order No. 1 on Contract No. 08-21, ERD Expansion.
Claim for Damages - Estrada	4.	The Council referred a Claim for Damages submitted by Isidro Estrada for the sum of $225.44 to the Washington Cities Insurance Authority.

Resolutions

Resolution No. R-33-11 - Easements	5a.	Resolution No. R-33-11

A RESOLUTION ACCEPTING AN ACCESS EASEMENT, A STORMDRAIN EASEMENT, AND A WATERLINE EASEMENT FROM VBC TERRE VIEW III LIMITED PARTNERSHIP.

Resolution No. R-33-11 was adopted unanimously.

Resolution No. R-34-11 - Release of Easement

5b. Resolution No. R-34-11

A RESOLUTION APPROVING THE EXECUTION OF A RELEASE OF EASEMENT IN VBC TERRE VIEW SUBDIVISION AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO SIGN THE RELEASE OF EASEMENT.

Resolution No. R-34-11 was adopted unanimously.

Resolution No. R-35-11 - WWTP Influent Pump Station Upgrades

6a. Resolution No. R-35-11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND J-U-B ENGINEERS, INC. FOR THE PURPOSE OF PROVIDING DESIGN ENGINEERING AND CONSTRUCTION SUPPORT SERVICES FOR THE WWTP INFLUENT PUMP STATION UPGRADES PROJECT.

Resolution No. R-35-11 was adopted unanimously.

Resolution No. R-36-11 - AEI Engineering

6b. Resolution No. R-36-11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND AEI ENGINEERING INCORPORATED FOR THE PURPOSE OF PROVIDING DESIGN ENGINEERING AND CONSTRUCTION SUPPORT SERVICES FOR THE WWTP INFLUENT PUMP STATION UPGRADES PROJECT.

Resolution No. R-36-11 was adopted unanimously.

Resolution No. R-38-11 - Pullman School District/ Transit Agreement

8. Resolution No. R-38-11

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

Resolution No. R-38-11 was adopted unanimously.

REGULAR AGENDA

Resolution

Resolution No. R-37-11 - Lawson

7. Mayor Johnson announced that this item had been removed from the Consent Agenda at the request of

Gardens Event Center

Councilmember Paul. Councilmember Paul wanted to note that item No. 7 was an execution of a professional services agreement for the purpose of designing Lawson Gardens Event Center. A lot of work had gone into this and the Event Center would be an attraction for Pullman. He whole-heartedly endorses the whole program.

Resolution No. R-37-11 by title only reads as follows:

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

Councilmember Paul moved, Councilmember Wright seconded to adopt Resolution No. R-37-11. The motion carried unanimously.

Discussions

Sustainability Issues

9. Mayor Johnson announced that a discussion is scheduled on sustainability issues. City Supervisor Sherman presented the staff report and stated that the final adopted City Council goal on sustainability stated:

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

As a consequence they had lined up several speakers to address some of these issues. The first speaker was Lauren Bissey, Soil Moisture Product Manager at Decagon Devices, who presented a PowerPoint on moisture saving information. Water conservation was divided into three parts to maximize efficiency: 1) How much and when to apply, 2) where to apply, and 3) check where the water is going. The presentation was well received.

Councilmember Benjamin requested permission to put her part of the presentation on the website. She agreed to this request.

Public Works Director Workman went through his report, highlighting several areas. He talked about the Palouse Basin Aquifer Committee (PBAC),

which he is a member of. In 1992, the PBAC presented a Groundwater Management Plan which was adopted and they were recognized by both the Idaho Department of Water Resources and the Washington Department of Ecology. As a result of their efforts, the pumping by the Palouse Basin Aquifer Group entities in 2010 was 18 percent less than the pumping in 1992, even though the population increase throughout the basin since that time had been significant. All member entities simply pumped less in 2010 than previous years with Pullman pumping 6.6 percent less. He said no doubt some was attributed to weather conditions, but the City of Pullman has been active in education promoting water conservation as well as implementing a water conservation program to the citizens of Pullman. He briefly went through his pumping report which had been compiled for the full year. As for water conservation, he said the City of Pullman had included an inverted block water rate schedule where the price of water escalates as water usage increases. There is also a water conservation rate incentive element to the water rate schedule during the typical irrigation cycle from June through October. Water bills also show a twelve-month comparative water usage history. He also indicated that they have replaced or have pending a total of 796 toilet replacements saving over 3,500,000 gallons per year. He also indicated that all source meters are tested and calibrated annually. Consumption meters 2 inches and larger are tested and calibrated on a rotating basis; meters less than 2 inches are programmed for replacement at 15 years on a rotating basis. He also said that for many years he has had a program to annually perform leak detection on 20 to 25 miles of the existing 100 miles of water mains searching for leaks and repairing them. He stated that a measure of water system operation efficiency is a percent of unaccounted for water, the difference between water pumped, and water use metered. The State of Washington has a standard of 10 percent, the City of Pullman unaccounted for water is typically less than 4 percent. In 2010, it was only 3.23 percent.

The City had also sponsored educational programs, working with the Palouse-Clearwater Environmental Institute to enhance the knowledge of water issues in general and specifically the Palouse Basin.

He next went through his transportation report on park-and-ride lots. It is generally considered by staff that investing in parking lots would be a poor use of funds due to the fact that a lot of the ridership comes from long distances and parks close to a bus area and then either takes a bus and goes a short distance, or they try to park somewhere around where they are working. He indicated that a formal park-and-ride lot would most likely see little use if any. If parking was eliminated or severely restricted on campus, then a need for such a park-and-ride might be generated and they would have to have some type of shuttle system which would cost about $500,000 a year by Public Works Director Workman's estimate. Increased use of Transit ridership is up dramatically in past years. There were 1,400,000 riders in 2010 and they are ahead of last year at this time by 38,000 riders or, 5.9 percent. So they are expecting an excess of 1,500,000 for the 2011 calendar year. He indicated that finance through the Transit system depends primarily on FTA Operating grants which is about $550,000 a year; funding from WSU in the form of student contribution fees and Parking Service contributions are about $1,600,00 a year; and a 2 percent utility tax totaling about $1,000,000 a year and funding from Pullman School District which is about $100,000 per year. The reliance on the FTA operating grant limits the ability to plan more than two years in the future.

Councilmember Benjamin wanted to comment on park-and-ride. He thinks that there are a lot of shadow riders, in other words, ones that park near bus pickups and ride the bus. He asked if there was any way that we could try to measure the number of people that are doing that. Public Works Director Workman said that he would see what he could put together.

Stormwater Services Program Manager Rob Buchert complimented Lauren Bissey on her presentation and felt that it went right along with his comments. He also indicated that there are credits available for rainwater harvesting systems. Rob Buchert, on the leadership portion of his presentation, stated that the City of Pullman's stormwater services division has been participating in Eastern Washington NPDES Coordinators Group since its formation in 2009. This group consists of representatives from all Eastern Washington jurisdictions under the Phase

II Municipal Stormwater permit program. Rob Buchert also continues to serve on the Advisory Committee for the new Washington Stormwater Center (WSC) which was created by the legislature to act as a resource for and provide assistance to Washington businesses, jurisdictions, and other entities facing the uncertainty and high cost of stormwater permit compliance. The City is also working with WSU in their efforts to promote development in uses of Stormwater Best Management Practices that are appropriate for Eastern Washington. In relation to City facility compliance, the City continues to make strides in the development and implementation of the Stormwater Management Program. One of the final permit compliance requirements to be met is completion of the Stormwater Operation and Maintenance Plan by August 2011. The Plan is on track and will be completed by that time. In 2003, the City's Wastewater Treatment Plant and Transit facility were required to obtain coverage under the NPDES Industrial Stormwater General Permit. Coverage under the Industrial Stormwater Permit requires monthly inspections, stormwater monitoring, and quarterly reporting and documentation of efforts which are costly in time and staff resources. If a facility can eliminate its exposure to precipitation, it thereby ensures that its operation is not contributing contaminated stormwater to receiving streams. Then the facility may apply to Ecology for a "Certificate of No Exposure" after implementing an increased level of maintenance and maintaining a clean operation for the last several years. The City recently applied for and received a "Certificate of No Exposure" for the Wastewater Treatment Plant. At present, they are still working on trying to get the Transit facility in the same category, but several major changes have to be made including repaving a significant portion of the M&O yard, covering material piles, and moving the fuel island.

Public Works Director Workman gave Alan Davis' report. He stated that Decagon equipment is in use at the City cemetery. This enables us to wait until the proper moment to initiate our irrigation system. This year when the moisture level drops at the cemetery, which should be an indicator citywide that we are approaching the time for summer irrigation, we will begin with an announcement made on our website, the Government Access Channel, and through a news release and Facebook announcements. In 2006 and 2007, the

utility fund funded irrigation projects at Pioneer Center, City Cemetery, and McGee Park. All facilities received new irrigation systems including irrigation meters and controllers. The Acclima Suspended controlers we installed create a closed loop system with direct sensor feedback that will shut down stations where moisture levels remain higher than the trigger point. The technology now in use from Decagon and Acclime allows us to maintain the turf at optimum moisture levels, improving turf and reducing our water waste. Staff continues to balance the need for downtown beautification with water reduction. Through the use of soil mixes and water-retaining gels, we work to reduce water requirements for the downtown basket program.

Xeriscapes, as any other landscapes, benefit from irrigation during establishment, but as they mature they require less irrigated assistance. In Lawson Gardens we have developed and maintain a wonderful xeriscape demonstration garden and all are encouraged to see that.

Councilmember Bloom gave a presentation on sustainability development at WSU. He also wanted to make sure we all were on the same track with definitional contents. The sustainability development is a pattern of resource use that aims to meet our needs by preserving our resources so that these needs can be met, not only in the present but also for generations to come. Sustainability consists of three primary components: environmental sustainability, economic sustainability, and socio-political sustainability. We are making some improvements in the environment. He showed a slide of Palouse Falls in 1950. The "water" pouring over the falls looked like Hershey syrup and today, sixty years later, it looks like a light latte. So, there has been progress made with some of these environmental issues. On campus they have installed pervious pavement as well as rain gardens. The pervious pavement consists of both concrete and asphalt. Whereas, it doesn't look pretty it works very well, the water will go through instead of just pooling up on top of the concrete and then draining into the streams. The new projects they are doing at WSU are incorporating this technology. Under the pavement they are putting drainage to make sure it drains into other areas and not into the local streams. At the Olympia Avenue student housing, they are using a roof collection system that will

be utilized to water the small patches of grass that they have put in. The students wanted grass, WSU just cut down the amount. The roof collection should be more than adequate to cover the needs of keeping it, as well as some of the other xeriscape type plants in the area.

Next he talked about WSU's use of organic de-sugared molasses deicer. It costs about 50 percent more, but it goes twice as far and reduces total chloride by 70 percent. It also lasts longer and does not track as badly into buildings and when it does, the custodians have informed him that it is much easier to clean up. Another area WSU has been working on is construction waste recycling. This consists of lumber, aluminum, and drywall. Since 2006, they have recycled 623 tons of products which would have cost them $90 a ton to haul to the landfill as well as filling up the landfill. To date, they have recycled 20,000 tons of concrete collected from demolition sites and they have stockpiled. When they get 5,000 additional tons they will start processing that by breaking it up and using it on other projects.

In the area of energy conservation, all the new buildings have incorporated everything they could into the construction to make them more energy efficient. They have completed projects totaling $41,700,000 in value and have incorporated lighting, chilled water systems, and HVAC upgrades. Annual savings achieved on these items is 15,000,000 kilowatts of electricity or $945,0000; 60,000,000 pounds of steam saving $374,000; and 5,384 therms of natural gas for about $2,700. The carbon/inventory footprint in 2009 was calculated on the ESPC projects and had reduced the footprint by appropriately 10,130 metric tons of CO2 equivalents, about an 8 percent reduction at that point in time. They have had several buildings in the process of receiving or have received LEED certification. The Compton Union Building is certified LEED Silver, Olympia Avenue student housing is LEED Silver, and the undergraduate classroom facility at WSU Vancouver campus is LEED Gold. Councilmember Bloom finished his presentation.

Councilmember Weller asked him about the use of beet juice on the roads in Coeur d'Alene. He understood that the phosphate levels had jumped significantly and also that the use of the salt had created oxygen depleting water runoff.

Councilmember Bloom went on and said he had seen the study, but it seemed to be only in the Coeur d'Alene area. However, you are creating these products with increased phosphate levels with the beet juice. The de-sugared molasses de-icer still has chloride levels although they are 70 percent less than what is presently being utilized. Councilmember Waldrop asked if the product will kill vegetation. With the current compound it does extensive damage alongside the road. He wanted to know if the de-sugared molasses would do the same. Councilmember Bloom indicated that there will still be some damage, but it wouldn't be as bad as it has reduced chloride levels. He then asked if on the new projects was the HVAC using forced air or radiant on the LEED building. Councilmember Bloom indicated they are using radiant as well as chilled beams in the buildings which reduced the amount of electricity that is need for the blowers for forced air.

Deputy Public Works Director Kevin Gardes, chair of the Pullman Green Team, discussed activities of the Green Team. He said they focused on a couple of items so far and they plan on just doing one item at a time. The first item they worked on was looking at recycling to increase recycling efforts throughout City government. They have worked with Pullman Disposal to bring back mixed-paper recycling which has occurred and the Committee is grateful for the Council's efforts. They have also worked with Avista to do an energy audit on all City buildings which has been completed. Many of the projects identified in the Avista study are typically eligible for Avista rebates and have a short payback period. These projects primarily involve lighting change outs by the Government Buildings staff. They are also looking at electric car charging stations, expanding WSU's green bike program off campus, and heat recovery at the Aquatic Center for energy savings.

Councilmember Weller suggested looking at worm bins, which Mr. Gardes said they are considering. Then Councilmember Weller also made the point that a lot of good information was put out on sustainability and he would like that put on the website as a separate tab.

Councilmember Benjamin stated that he had read in the Kiplinger Report in regard to payback one of

the shortest periods was for low friction tires. The Team should be into this for City vehicles.

Visioning

10. City Supervisor Sherman briefly went through his memo and discussed the City goal on visioning, a recently adopted goal that stated: "Place a strong emphasis on visioning. Explore low-cost options for conducting a Comprehensive Plan update over the next few years. Engage in a City Council exercise to list major issues that will impact Pullman in the years ahead. Provide opportunities for Pullman 2020 visioning sessions in which local civic groups can convey their ideas regarding Pullman's future." At a future Council meeting, Pete Dickinson will address the issue of options for conducting the comprehensive plan over the next few years. On the list of major issues, City Supervisor Sherman wanted to know if the Council wanted a separate meeting or as part of a future Council meeting. They decided they would rather do this at a regular Council meeting. They would invite several groups to present their ideas and visions for the program.

Councilmember Paul wanted to make sure that part of the discussion involved greater reuse of greywater.

Building Inspector Position

11. Mayor Johnson advised that a discussion is scheduled on the building inspector position. Public Works Director Workman went through his thought process in the original budget reduction from three to two building inspectors for the second half. However, the permits value through May were at $16,937,0000 compared to $5,336,000. Last year we had a total of just right around $17,000,000. Some of the projects that we know will come in 2011 should bring building permit values to somewhere around $31,000,000. Consequently, to continue providing a decent service level we should probably retain the third inspector through at least the end of the year. The original plan was that at midyear the inspector would go over to the utilities to work on the Wastewater Treatment Plant, but that was with the action being taken on the trust fund funding the project. Earlier, it looked like we still had a shot at the Ecology grant, but we won't know until July and we won't be able to start on this project until the end of the year.

Councilmember Waldrop suggested maybe going three-quarters time. Councilmember Weller

indicated it is good to be fiscally conservative, but not where safety in housing is related. Councilmember Paul hated to see contractor services jeopardized as this was a big stumbling block in dealing with the electrical inspection out of L&I. Councilmember Paul also noted that in Greg's memo, about a third of inspections are not ready for inspection when they came out and he thought maybe some increased fines would help this situation out. Public Works Director Workman was reluctant because the prior discussion on this was that L&I had become more concerned with assessing fees and fines than inspections and it would just cause friction with the contractors.

Councilmember Bloom indicated WSU had the same situation. They have clauses in their contracts addressing this, but they rarely enforce it because of the friction it could cause. When the contractors call for an inspection they figure this portion will be done, but if a subcontractor doesn't complete his work on time then they will not be ready. Obviously, contractors who consistently do this would find themselves being fined. Councilmember Weller also wanted to know if it is the quality of staff that we have that brings these types of items to Council's attention.

NEW BUSINESS

Mayor Johnson asked if there was any new business from either the Council or audience. There was none.

ADJOURNMENT

Councilmember Wright moved, Councilmember Benjamin seconded to adjourn the regular meeting of the City Council.

Motion Carried.

Mayor Johnson adjourned the regular meeting of the City Council at 10:04 p.m.

_____
Mayor

ATTEST:

_____
Finance Director

2. A motion to refer a Claim for Damages submitted by John K. Garland for the sum of $163.74 to the Washington Cities Insurance Authority (WCIA).

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 28, 2011

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ACTION REQUESTED

A motion to refer a Claim for Damages submitted by John K. Garland for the sum of $163.74 to the Washington Cities Insurance Authority (WCIA).

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BACKGROUND

On June 20, 2011, John K. Garland submitted a Claim for Damages in the sum of $163.74 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.

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RECOMMENDATION

That the motion be passed.

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FISCAL IMPACT

$_____ Budgeted Expenditures

_____
BARS Code Number

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SUBMITTED BY

Jane Joyce
Name

Deputy City Clerk
Title

Finance
Department

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Claim for Damages - Garland

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REVIEWED BY

	Initial	Date
Department Head		6/20/11
City Supervisor		6/24/11
City Attorney (As To Form)		6-24-11

STANDARD TORT CLAIM FORM Claim for Damages

Pursuant to Chapter 4.96 RCW, this form is for filing a tort against the city of Pullman. Information requested on this form is required by law and may be subject to public disclosure. Claim forms cannot be submitted electronically (via e-mail or fax).

After filing with the city, you subsequently will be contacted by our insurance carrier, usually within 10 days. *Washington Cities Insurance Authority, P.O. Box 88030, Tukwila, WA 98138 Phone (206) 575-6046 Fax (206) 575-7426*

Date form received by city staff
6/20/2011
11:00 AM

(Rev. Sept. 1, 2009)

PLEASE TYPE OR PRINT IN INK

Mail or deliver original claim to: Finance Director
City of Pullman
325 SE Paradise St.
Pullman, WA 99163
Business Hours: Mon.-Fri. 8 a.m.-5 p.m.
Closed on official city holidays

CLAIMANT INFORMATION

1. Claimant's name:
GARLAND (Last name) JOHN (First) K (Middle) [redacted] (Date of birth (mm/dd/yyyy))

2. Current residential address: 1410 NW KENNY DR PULLMAN WA 99163

3. Mailing address (if different):

4. Residential address for on/at the date of the incident (if different from current address):

5. Claimant's daytime telephone number: [redacted] (Home) _____ (Business)

6. Claimant's e-mail address: [redacted]

INCIDENT INFORMATION

7. Date of the incident: 06/01/2011 (mm/dd/yyyy) Time: ABOUT 11:30 ☒ a.m. ☐ p.m. (check one)

8. If the incident occurred over a period of time, date of first and last occurrences:

from _____ (mm/dd/yyyy) time: _____ ☐ a.m. ☐ p.m. (check one) to _____ (mm/dd/yyyy) time: _____ ☐ a.m. ☐ p.m. (check one)

9. Location of incident: WA (State and county) WHITMAN (City, if applicable) PULLMAN 1410 NW KENNY DR (Place where occurred)

10. If the incident occurred on a street or highway:

(Name of street or highway) (Milepost number) (At the intersection with or nearest intersecting street)

11. City department alleged responsible for damage/injury:
WATER

12. Names, addresses and telephone numbers of all persons involved in or witness to this incident:
JOHN K AND MARYL GARLAND ADDRESS & PHONE AS ABOVE

13. Names, addresses and telephone numbers of all city employees having knowledge about this incident:
2 PERSON CREW CHANGING WATER METERS (NAMES NOT KNOWN)

14. Names, addresses and telephone numbers of all individuals not already identified in #12 and #13 above that have knowledge regarding the liability issues involved in this incident, or knowledge of the Claimant's resulting damages. Please include a brief description as to the nature and extent of each person's knowledge. Attach additional sheets if necessary.
ROB BROOKS - CULLIGAN REPAIRMAN (LETTER HAS BEEN PROVIDED)
(208) 882-1351 [COPY ATTACHED]

15. Describe the cause of the injury or damages. Explain the extent of property loss or medical, physical or mental injuries. Attach additional sheets if necessary.
PRESSURE SURGE FROM TOO RAPID REOPENING OF WATER LINE

16. Has this incident been reported to law enforcement, safety or security personnel? If so, when and to whom?
NO LETTER WAS SENT TO PULLMAN (TO DUNE JOYCE)

17. Names, addresses and telephone numbers of treating medical providers. Attach copies of all medical reports and billings. [COPY ATTACHED]

18. Please attach documents which support the claim's allegations.

19. I claim damages from the city of Pullman in the sum of $ 163.74.

This claim form must be signed by the Claimant, a person holding a written power of attorney from the claimant, by the attorney in fact for the Claimant, by an attorney admitted to practice in the state of Washington on the Claimant's behalf, or by a court-approved guardian or guardian ad litem on behalf of the Claimant.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

John K Garland
Signature of Claimant

6-18-2011 1410 NW KENNY DR PULLMAN WA 99163
Date and residential address, city and county

To: City of Pullman

From: John K Garland
1410 NW Kenny Dr.
Pullman WA 99163

Subject: Water Softener damaged during water meter exchange

Date: June 14, 2011

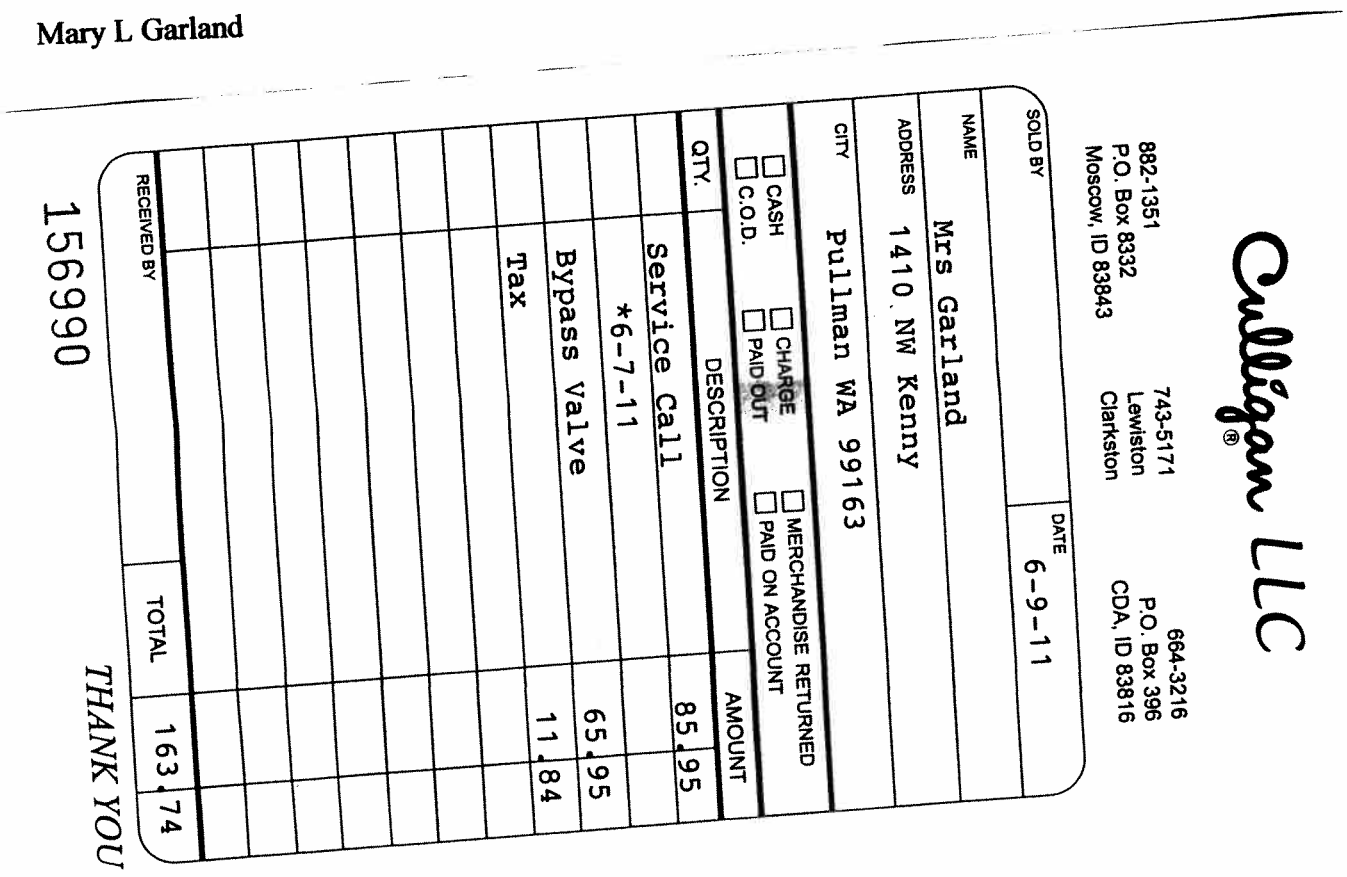
On June 1, 2011, (or perhaps it was May 31) a new water meter was exchanged in at our home by city workers. Leakage was found at our water softener immediately after the meter exchange. There was no leakage before the meter exchange. We sought repair by Culligan (Moscow) and had to leave the softener bypassed through the weekend while they sought parts. We were told that pressure from reopening the water line too quickly after the water meter exchange is the likely cause of damage to our water softener bypass linkage.

We are enclosing a copy of a letter from the repair man, Rob Brooks, and the bill for $163.74. We are asking the City of Pullman to pay the $163.74 cost.

Sincerely,

John K Garland

Mary L Garland



3. A motion to refer a Claim for Damages submitted by Colin Anderson for the sum of $40.04 to the Washington Cities Insurance Authority (WCIA).

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 28, 2011

==========

ACTION REQUESTED

A motion to refer a Claim for Damages submitted by Colin Anderson for the sum of $40.04 to the Washington Cities Insurance Authority (WCIA).

==========

BACKGROUND

On June 22, 2011, Colin Anderson submitted a Claim for Damages in the sum of $40.04 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 - Anderson

==========

REVIEWED BY

	Initial	Date
Department Head		6/22/11
City Supervisor		6/24/11
City Attorney (As To Form)		6-24-11

STANDARD TORT CLAIM FORM Claim for Damages

Pursuant to Chapter 4.96 RCW, this form is for filing a tort against the city of Pullman. Information requested on this form is required by law and may be subject to public disclosure. Claim forms cannot be submitted electronically (via e-mail or fax).

After filing with the city, you subsequently will be contacted by our insurance carrier, usually within 10 days. *Washington Cities Insurance Authority, P.O. Box 88030, Tukwila, WA 98138 Phone (206) 575-6046 Fax (206) 575-7426*

Date form received by city staff
6-22-11
11:11 AM

(Rev. Sept. 1, 2008)

PLEASE TYPE OR PRINT IN INK

Mail or deliver original claim to:
Finance Director
City of Pullman
325 SE Paradise St.
Pullman, WA 99163
Business Hours: Mon.-Fri. 8 a.m.-5 p.m.
Closed on official city holidays

CLAIMANT INFORMATION

1. Claimant's name: Anderson (Last name) Colin (First) (Middle) 3/20/1990 (Date of birth (mm/dd/yyyy))
2. Current residential address: 5914 Alameda Way West, University Place, WA 98467
3. Mailing address (if different): _____
4. Residential address for on/at the date of the incident (if different from current address): _____
5. Claimant's daytime telephone number: 509 334-4808 (attorney) (Home / Business)
6. Claimant's e-mail address: martonicklaw@pullman.com

INCIDENT INFORMATION

7. Date of the incident: 3/05/2011 (mm/dd/yyyy) Time: 0300 ☒ a.m. ☐ p.m. (check one)
8. If the incident occurred over a period of time, date of first and last occurrences:

from _____ (mm/dd/yyyy) time: _____ ☐ a.m. ☐ p.m. (check one) to _____ (mm/dd/yyyy) time: _____ ☐ a.m. ☐ p.m. (check one)

9. Location of incident: Pullman, WA (State and county) 850 NE C Street #4 (City, if applicable / Place where occurred)
10. If the incident occurred on a street or highway:

_____ (Name of street or highway) _____ (Milepost number) _____ (At the intersection with or nearest intersecting street)

11. City department alleged responsible for damage/injury: police
12. Names, addresses and telephone numbers of all persons involved in or witness to this incident: see police report 11-P01939.
13. Names, addresses and telephone numbers of all city employees having knowledge about this incident: _____
14. Names, addresses and telephone numbers of all individuals not already identified in #12 and #13 above that have knowledge regarding the liability issues involved in this incident, or knowledge of the Claimant's resulting damages. Please include a brief description as to the nature and extent of each person's knowledge. Attach additional sheets if necessary. _____
15. Describe the cause of the injury or damages. Explain the extent of property loss or medical, physical or mental injuries. Attach additional sheets if necessary. police broke exterior + interior doors executing search warrant
16. Has this incident been reported to law enforcement, safety or security personnel? If so, when and to whom? _____
17. Names, addresses and telephone numbers of treating medical providers. Attach copies of all medical reports and billings. _____
18. Please attach documents which support the claim's allegations.
19. I claim damages from the city of Pullman in the sum of $ 40 00.

This claim form must be signed by the Claimant, a person holding a written power of attorney from the claimant, by the attorney in fact for the Claimant, by an attorney admitted to practice in the state of Washington on the Claimant's behalf, or by a court-approved guardian or guardian ad litem on behalf of the Claimant.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

[signature] (Signature of Claimant)
6/3/2011 University Place, WA (Date and residential address, city and county)

4. A motion to refer a Claim for Damages submitted by Dominic Anzelini for the sum of $907.53 to the Washington State Transit Insurance Pool (WSTIP).

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 28, 2011

==========

ACTION REQUESTED

A motion to refer a Claim for Damages submitted by Dominic Anzelini for the sum of $907.53 to Washington State Transit Insurance Pool (WSTIP).

==========

BACKGROUND

On June 6, 2011, Dominic Anzelini submitted a Claim for Damages in the amount of $907.53 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 WSTIP.

==========

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 - Anzelini

==========

REVIEWED BY

	Initial	Date
Department Head	MM	6/6/11
City Supervisor	KL	6/24/11
City Attorney (As To Form)	maj	6-24-11

STANDARD TORT CLAIM FORM Claim for Damages

Pursuant to Chapter 4.96 RCW, this form is for filing a tort against the city of Pullman. Information requested on this form is required by law and may be subject to public disclosure. Claim forms cannot be submitted electronically (via e-mail or fax).

After filing with the city, you subsequently will be contacted by our insurance carrier, usually within 10 days. *Washington Cities Insurance Authority, P.O. Box 88030, Tukwila, WA 98138 Phone (206) 575-6046 Fax (206) 575-7426*

Date form received by city staff
6/6/11
10:54 AM

EV2011059298 (Rev. Sept. 1, 2009)

PLEASE TYPE OR PRINT IN INK

Mail or deliver original claim to: Finance Director
City of Pullman
325 SE Paradise St.
Pullman, WA 99163
Business Hours: Mon.-Fri. 8 a.m.-5 p.m.
Closed on official city holidays

CLAIMANT INFORMATION

1. Claimant's name:
Anzelini (Last name) Dominic (First) Francesco (Middle) [redacted] 10/17/1989 (Date of birth (mm/dd/yyyy))

2. Current residential address: 1920 NE Terre View Dr Apt 6113 Pullman, WA 99163

3. Mailing address (if different):

4. Residential address for on/at the date of the incident (if different from current address):

5. Claimant's daytime telephone number: (509) 760-0201 (Home) _____ (Business)

6. Claimant's e-mail address: d-anzelini@hotmail.com

INCIDENT INFORMATION

7. Date of the incident: 2/24/2011 (mm/dd/yyyy) Time: 9:00 ☒ a.m. ☐ p.m. (check one)

8. If the incident occurred over a period of time, date of first and last occurrences:

from _____ (mm/dd/yyyy) time: _____ ☐ a.m. ☐ p.m. (check one) to _____ (mm/dd/yyyy) time: _____ ☐ a.m. ☐ p.m. (check one)

9. Location of incident: WA. Whitman (State and county) Pullman (City, if applicable) intersection (Place where occurred)

10. If the incident occurred on a street or highway:

(Name of street or highway) (Milepost number) NE Stadium Way & SE Nevada St (At the intersection with or nearest intersecting street)

11. City department alleged responsible for damage/injury:
Pullman Transit

12. Names, addresses and telephone numbers of all persons involved in or witness to this incident:
Jordan Beeman, 1920 NE Terre View Dr Apt 6113 Pullman WA, 99163 (509) 855-3606 (Passenger)

13. Names, addresses and telephone numbers of all city employees having knowledge about this incident:
Chris Mitchell, 775 NW Guy St. Pullman, WA, 99163 (509) 338-3265

14. Names, addresses and telephone numbers of all individuals not already identified in #12 and #13 above that have knowledge regarding the liability issues involved in this incident, or knowledge of the Claimant's resulting damages. Please include a brief description as to the nature and extent of each person's knowledge. Attach additional sheets if necessary.

15. Describe the cause of the injury or damages. Explain the extent of property loss or medical, physical or mental injuries. Attach additional sheets if necessary.
Bad road conditions caused a City bus to slide into the back of my car twice when I was stopped at red light. Eventually, drove through light to avoid further damage.

16. Has this incident been reported to law enforcement, safety or security personnel? If so, when and to whom?
Yes. Campus Police/WSU Police Dept Ashley Edwards

17. Names, addresses and telephone numbers of treating medical providers. Attach copies of all medical reports and billings.

18. Please attach documents which support the claim's allegations.

19. I claim damages from the city of Pullman in the sum of $ 907.53.

This claim form must be signed by the Claimant, a person holding a written power of attorney from the claimant, by the attorney in fact for the Claimant, by an attorney admitted to practice in the state of Washington on the Claimant's behalf, or by a court-approved guardian or guardian ad litem on behalf of the Claimant.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Domi Anz
Signature of Claimant

5/14/11 7878 Rd 3.7 NE, Moses Lake, Grant
Date and residential address, city and county

5. A motion to approve a Lodging Tax grant in the amount of $2,400 to Pullman Youth Baseball Association.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 28, 2011

ACTION REQUESTED

Approval of Lodging Tax Grant of $2,400.00 to Pullman Youth Baseball Assoc, for Pullman Summer Classic, for reimbursement of Game Officials

BACKGROUND

A grant request was submitted to the Lodging Tax Advisory Committee by Pullman Youth Baseball in the amount of $4,020.00 for support of umpiring Pullman Summer Classic July 15-17, 2011. The Lodging Tax Advisory Committee reviewed the request and filled out the attached check list before voting to award $2,400.00 to this event.

RECOMMENDATION

Approve grant recommendation for Pullman Youth Baseball in the amount of $2,400.00.

FISCAL IMPACT

$2,400

BARS Code Number

SUBMITTED BY

Name: Bill Mulholland
Title: Finance Director
Department: Finance

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Evaluation Form completed 6/14/2011
2. *Draft* approval letter from the Lodging Tax Advisory Committee

REVIEWED BY

	Initial	Date
Department Head	WM	6/20/11
City Supervisor	KH	6/24/11
City Attorney (As To Form)	mj	6-24-11

Tourism Grant Application Evaluation Form
City of Pullman's Lodging Tax Advisory Committee

Evaluation date: 6/14/11

Name of requesting party/organization: Pullman Youth Baseball Assoc.

Three or more of the following criteria must be met by the applicant in order to be considered for lodging tax funds to promote this event/activity. Please make a mark by the following criteria items that this event/activity meets to be considered for Tourism Promotion funding:

YES The event/activity will occur during slower-paced times in Pullman, notably: Second week in December through the middle of February; middle of May through the month of July; Labor Day weekend; and WSU Thanksgiving Break.

YES Visitors to this event/activity will stay overnight in a Pullman lodging establishment.

YES The applicant has a reasonable plan to collect the necessary information needed to fulfill the statutory reporting requirements.

YES This event/activity appeals to a reasonably sized audience

YES This event/activity provides visitor attractions and/or promotes Pullman's existing attractions and conveniences.

YES This event/activity is designed to attract future conferences or events to Pullman.

YES This event/activity is an attractive draw for visitors to Pullman, and will improve the City of Pullman's overall image to outside area visitors.

YES This event/activity is hosted within a reasonable proximity of Pullman, WA.

Additional items for consideration: please mark yes or no beside the following items to further review this application:

1) Did the applicant complete the application and questionnaire completely? YES

2) Does the amount of Tourism Promotion funds requested seem reasonable? NO

3) Does the overall planning for this event/activity appear to be well thought out? YES

4) Has the applicant addressed permits and insurance needs for this event/activity? YESS

5) Amount awarded $2,400.00 Game officials - same as last year.

Explanation:

6. A motion to authorize the Chief of Police to submit an application to the U.S. Department of Justice, Bureau of Justice Assistance for a "Bulletproof Vest Partnership" grant.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 28, 2011

ACTION REQUESTED

The City Council authorize, by motion, necessary action to be taken for the Chief of Police to submit a "Bulletproof Vest Partnership" Grant application to the U.S. Department of Justice, Bureau of Justice Assistance.

BACKGROUND

Ballistic vests are subject to material degradation over time and their effective life span is approximately five to six years. We have a need to replace three (3) expired ballistic vests in 2011.

The U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) provides grant funding to law enforcement agencies annually for the purchase of ballistic vests through the Bulletproof Vest Partnership (BVP) Grant. BVP Grand funds can be utilized for up to 50% toward the purchase of ballistic vests. Grant requirements include that the ballistic vests meet National Institute of Justice (NIJ) specifications, which they will, and that recipient agencies have a "mandatory wear" policy for ballistics vests, which we do. The grant submission deadline is July 7, 2011.

Each ballistic vests costs approximately $1,500, making the total cost (for three vests) approximately $4,500. The BVP Grant would fund 50% of our total cost, or approximately $2,250. The remaining 50% has been budgeted in the Police Department budget.

RECOMMENDATION

The City Council authorize, by motion, the Chief of Police to submit an application for a "Bulletproof Vest Partnership" Grant.

FISCAL IMPACT

$2,250 BARS Code Number 521.22.27.00

SUBMITTED BY

Name: Gary Jenkins
Title: Chief of Police
Department: Police

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1.
2.

REVIEWED BY

	Initial	Date
Department Head		6-17-11
City Supervisor		6/24/11
City Attorney (As To Form)		6-24-11

7. A motion to approve the execution of a proposed Paramedic Services Agreement with Pullman Hospital District 1-A for paramedic services for 2011.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 28, 2011

ACTION REQUESTED

By motion approve the execution of the proposed Paramedic Services Agreement between the city of Pullman and Pullman Hospital District 1-A of Whitman County.

BACKGROUND

The city of Pullman has had contracts with Pullman Regional Hospital for several years for the provision of paramedic services. The proposed contract is for a one-year period: Jan. 1-Dec. 31, 2011. Exhibit A reflects the hospital administration's desire to maintain the same fixed-fee payment as in 2009 and 2010. Hospital District Administrator (and Pullman Regional Hospital CEO) Scott Adams has requested that the amount of the annual payment for 2011 will be paid in two installments: $25,000 on or before June 30, 2011, for the first six months of the year AND $25,000 on or before November 30, 2011, contingent upon both parties agreeing to terms for the 2012 agreement before November 1, 2011.

RECOMMENDATION

By motion, approve the execution of the proposed contract with Pullman Regional Hospital for paramedic services for 2011.

FISCAL IMPACT

$_____

BARS Code Number

SUBMITTED BY

Name: John Sherman
Title: City Supervisor
Dept: Administration

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Agreement

REVIEWED BY

	Initial	Date
Department Head	JSA	6-10-11
City Supervisor	JSA	6-13-11
City Attorney (As To Form)	Jmaj	6-24-11

AGREEMENT

THIS AGREEMENT is made and entered into between PUBLIC HOSPITAL DISTRICT No. 1-A OF WHITMAN COUNTY, WASHINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "HOSPITAL," and the CITY OF PULLMAN, WASHINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "CITY".

HOSPITAL owns and operates Pullman Regional Hospital in Pullman, Washington. Pullman Regional Hospital is a critical access facility providing services including an emergency department that is designated as a Level IV Trauma Care Center by the State of Washington. In providing the level of trauma care as licensed by the State of Washington, and in providing hospital and health care facilities to the residents, staff, and patients of PUBLIC HOSPITAL DISTRICT No. 1-A OF WHITMAN COUNTY, WASHINGTON, HOSPITAL needs to have available within its service locale skilled, trained, and licensed paramedics that provide care to patients during transport to Pullman Regional Hospital and during transfers from Pullman Regional Hospital to other healthcare facilities.

The CITY has skilled, trained, and licensed paramedics that provide care for injured and/or ill persons within the City of Pullman and the surrounding area. The service locale for the HOSPITAL includes the City of Pullman, Washington, and the surrounding area.

The parties hereto desire to continue the provision, furnishing, and availability of skilled, trained, and licensed paramedics to both the residents of the City of Pullman, and the surrounding area, and the residents, staff, and patrons of the HOSPITAL. The parties hereto deem it in the interest of the public for said paramedic services to be provided by the CITY so that paramedics with the requisite skill, training, and licensure that are appropriate and necessary for the HOSPITAL'S operation of its emergency care services and the operation and maintenance of its Level IV Trauma Care Center, are available for HOSPITAL's service area.

NOW, THEREFORE, in consideration of the mutual benefits to each party stated herein, HOSPITAL agrees to pay to CITY for operation, maintenance, and availability of the paramedics as described in Exhibit A and the sums set forth on Exhibit A. All fees paid by HOSPITAL shall be used to augment City Paramedic Service and SAFER GRANT Program—should the CITY submit and receive a SAFER grant—and transport of HOSPITAL's patients and shall not be used by the CITY as a part of the CITY's General Fund.

To better understand the rate of response of the CITY to the need of the Hospital for patient transport, CITY will submit a quarterly report detailing the date, time, location and patient condition of each transport requested by HOSPITAL. Such report shall also contain an indication as to whether the transport rate of less than 95 percent will occasion a meeting between representatives of the CITY and HOSPITAL. The purpose of the meeting will be to identify opportunities for improving the rate of completed transfers.

Term. The term of this Agreement and the performance of the CITY shall commence on January 1, 2011, and terminate on December 31, 2011. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

Assignment. The CITY shall not assign any portion of the Agreement without the written consent of the HOSPITAL, and it is further agreed that said consent must be obtained in writing by the CITY not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

Indemnification. All services to be rendered or performed under this Agreement will be performed or rendered entirely at the CITY'S own risk and the CITY expressly agrees to indemnify and hold harmless the HOSPITAL and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the HOSPITAL or any person which result from or arise out of the services to be performed by the CITY under

this Agreement; provided, this section shall not apply to liability resulting from errors or omissions of the HOSPITAL, its officers, or employees.

The HOSPITAL expressly agrees to indemnify and hold harmless the CITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all person or property, costs, or judgments against the CITY which result from the negligence, or errors or omissions, of the HOSPITAL.

Termination. Either party reserves the right to terminate this Agreement in whole or in part any time, with or without cause, by giving at least thirty (30) calendar days' notice to the other party in writing, specifying the reason therefore, and the effective date provided such effective date shall not be prior to notification to the CITY. After this effective date, no charges incurred under any terminated portions are allowable.

Notice. Whenever in this Agreement it is provided that written notice be given by one party to the other party, said notice shall be addressed as follows:

CITY:	HOSPITAL:
City of Pullman 325 S.E. Paradise St. Pullman, WA 99163 Attn: Fire Chief	Pullman Regional Hospital 835 SE Bishop Blvd. Pullman, WA 99163 Attn: Hospital Administrator

Delivery of said notice shall be effective in any one of the following ways:

1. By personal delivery to and an acknowledgment of receipt thereof signed by the receiving party.

2. By affidavit or personal service thereof on the receiving party.

3. By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered two (2) working days following the posting thereof.

Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

Entire Agreement. The parties agree that this Agreement including Exhibit A is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of this provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CITY OF PULLMAN

DATE:_____ By: _____
Mayor

ATTEST:

_____
Finance Director

Approved as to Form:

_____
City Attorney

PUBLIC HOSPITAL DISTRICT No. 1-A
OF WHITMAN COUNTY, WASHINGTON

DATE: 6/9/11 By: _____
SCOTT K. ADAMS, Administrator

YEAR	FIXED FEE PAYMENT
2011	$50,000 in two installments: • $25,000 on or before June 30, 2011, for the first six months of the year • $25,000 on or before November 30, 2011, contingent upon both parties agreeing to terms for the 2012 agreement before November 1, 2011 All fees paid by HOSPITAL shall be used to augment City Paramedic Service and not be used by the City as part of the City's General Fund.

The fee above is based on the following schedule:

0 to 4 paramedics	=	$0.00 of contribution
5 to 7 paramedics	=	$4,000.00 contribution, per full-time paramedic
8 paramedics	=	$4,500.00 contribution, per full-time paramedic
9 to 12 paramedics	=	$5,000.00 contribution, per full-time paramedic

---

YEAR	FEE PAYMENT
2011	Hospital opts to maintain current level of funding without respect to Pullman Fire Department full-time paramedic staffing levels.

Exhibit "A"

8. RESOLUTION NO. R-39-11

A RESOLUTION AUTHORIZING THE INTERGOVERNMENTAL TRANSFER OF CERTAIN PROPERTY TO WASHINGTON STATE UNIVERSITY POLICE DEPARTMENT.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: June 28, 2011

ACTION REQUESTED

By motion, pass a resolution authorizing the disposal of the equipment by intergovernmental transfer as per RCW 39.33.010.

BACKGROUND

After Council approval, the Pullman Police Department purchased thirty portable radios to meet Phase I of the Federal requirements for all public safety to convert to "narrow band" frequencies by January 1, 2013. The radios were deployed and the transition to Phase I narrow banding occurred in May, 2011.

During research to determine how to meet the Federal requirements, consultants and radio experts warned us that our previous radio equipment would likely not be adaptable to the narrow banding standards. Consequently we purchased replacement radios that we knew would be compatible with Phases I & II narrow banding. We have since discovered that the previous radio equipment will adapt to Phase I narrow banding, although maintenance for regular frequency tuning is necessary, making the previous equipment less reliable. Additionally, our previous equipment will not meet the requirements for Phase II, so replacement radios were needed and we are ahead of schedule to meet the Federal mandates.

We have allocated most of the old portable radios as desktop scanners and backup radios. After checking with other City Departments for potential use of the old radios, Engineering will take possession of two (2) of the old radios. We find that we have six (6) excess portable radios. I propose to give the six (6) excess portable radios and associated accessories to the Washington State University Police Department (WSUPD) for use in their Intern program. WSUPD Interns frequently provide assistance to the Pullman Police Department by fingerprinting applicants, booking arrestees, assist in training of officers as role players, crowd control, etc.

RECOMMENDATION

By motion, authorize the execution of the proposed resolution.

FISCAL IMPACT

$ 0 _____ BARS Code Number

SUBMITTED BY

Name: Gary Jenkins
Title: Chief of Police
Department: Police

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Resolution R-39 -11

REVIEWED BY

	Initial	Date
Department Head		6/16/11
City Supervisor		6/24/11
City Attorney (As To Form)		6-24-11