

2. A motion to approve a tourism grant application submitted by the Lodging Tax Advisory Committee.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: February 2, 2010

ACTION REQUESTED

Approval of Lodging Tax Grant to the Palouse Empire Rail Society in the amount of \$3,321 to be used for facility rental (\$2,500 at SEL Event Center) and advertisements in the Spokesman-Review (budgeted \$667.00) and the Tri-City Herald (budgeted at \$154.96).

BACKGROUND

A grant was submitted to the Lodging Tax Advisory Committee by the Palouse Empire Rail Society to help cover costs of their annual Train Show and Swap Meet to be held March 21, 2010. The Lodging Tax Advisory Committee reviewed the request and filled out the attached check list before voting to award \$3,321 to this event. Original amount requested was \$5,000.

RECOMMENDATION

Approve grant recommendation for Palouse Empire Rail Society in the amount of \$3,321.

FISCAL IMPACT

\$ 3,321

BARS Code Number

SUBMITTED BY

Name: Bill Mulholland
Title: Finance Director
Department: Finance

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Tourism Grant Application
2. Evaluation Form completed 1/19/2010

REVIEWED BY

	Initial	Date
Department Head	<u>mm</u>	<u>1/20/10</u>
City Supervisor	<u>jsa</u>	<u>1/29/10</u>
City Attorney (As To Form)	<u>maj</u>	<u>1-27-10</u>



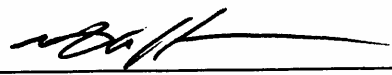
Tourism Grant Application

Please read all information in this packet before signing this application for submission

PLEASE PRINT OR TYPE

1. Applicant Name Mike Kauffman
2. Company or Organization Palouse Empire Rail Society
3. Is your Company or Organization a 501C3? Yes No
4. Address Palouse Empire Rail Society, PO Box 192, Pullman, WA 99163
5. Telephone Number 509-339-3181 Fax _____
6. Home Address PO Box 43, Viola, ID
7. Daytime Phone Number 509-339-3181
8. Cell Phone Number _____
9. Email Address mkauffma@verizon.net
10. Name of Event Palouse Empire Rail Society Train Show and Swap Meet
11. Date of Event March 21, 2010
12. Hours of Event 9:30 am - 3:00 pm
13. Location(s) of Event SEL Event Center
14. Is there a planning committee for this event/activity? (circle) Yes No
If you answered yes, please attach a separate sheet of paper with a list of committee members and their daytime phone numbers to this completed application.

By signing this, I attest that I have read and understand the guidelines set forth by the City of Pullman's Lodging Tax Advisory Committee regarding the use of and access to lodging tax funds for Tourism Promotion.

Signature of Applicant  Date 11/20/09

Tourism Grant Application Questionnaire

The answers to the following questions will weigh significantly on the decision of the Lodging Tax Advisory Committee to approve or deny Tourism Promotion funds. Please carefully consider your answers when answering each question completely, and to the best of your ability. (answers may be typed in a separate document, if preferred)

1) What is the requested amount of funding for this event/activity? \$5000

2) Is the Lodging Tax money your sole source of funding for this event/activity? _____
No. The event provides table sales receipts and gate/admission revenue.

3) What is the size of your targeted audience? 750
Please indicate all age groups that may fall under your targeted audience indicated below:

0-10	11-14	15-20	21-30	31-40	41-50	51-65	65+
xx	xx	xx	xx	xx	xx	xx	xx

4) The City of Pullman will not promote an event/activity that fails to demonstrate excellence to tourists. Since each event/activity's success is due to executing a well-laid plan, please outline the event/activity's foreseeable tasks and projects, and forecast to the best of your ability the necessary completion dates for each detail, along with any progress that you may have already made in planning this event/activity.

ADVERTISING: Distribute fliers at other regional events beginning October 2009 ongoing until event. Submit advertisement to model railroading web sites by 12/1/09. Submit local newspaper and radio ads by 3/1/10. Post fliers at local merchants and schools by 3/1/10.

Place A-board and directional signs by 3/14/10.

EVENT SITE: Prepare table layout. Finalize vendor table reservations. Contact local model train clubs to host layout displays. Prepare video presentations and demonstration events. Book catering/food vendor. Reserve hotel block. All preparations by 3/1/10. Event setup 3/20/10.

5) What are the risks you may encounter in planning and facilitating this event/activity, and how will you deal with these potential scenarios?

We are an all volunteer organization. Although remote, there is the possibility that we may not complete all required activities to host a first class event. However, we have a large pool of capable and willing volunteers to fill the gaps. This will be the 14th consecutive year that the Palouse Empire Rail Society has hosted this event so there is a proven track record of success. We are looking to grow the event with better advertising and a new location.

6) What are the required permits and insurance needs for this event/activity, in accordance to all city and state codes? Have these needs been fulfilled?

No permits or insurance has been required in the past. Liability insurance was through the hosting facility. If there is a requirement for additional insurance, we are able to immediately obtain a \$1,000,000 policy.

7) What does this event/activity have to offer to tourists, and why will this bring tourists to Pullman?

This event brings vendors and attendees from around the region including WA, OR, ID, and MT.

8) Why should this event/activity receive Tourism Grant funding from the City of Pullman? In your answer, please address how this event/activity meets 3 or more of the outlined selection criteria. (Preference will be given to applications that fit selection criteria #1 or #2)

Criteria 1: This event brings people to Pullman during the WSU spring break. Criteria 2: Many vendors and several attendees stay overnight in area hotels. The committee conducted a phone survey after the 2009 event in which several vendors expressed interest in a "block rate" opportunity in 2010 which may encourage even more overnight stays. Criteria 3: PERS is willing and able to collect any required information on any demographics or other information necessary to fulfill reporting requirements. Criteria 4: Annual attendance is equivalent to nearly 10% of Pullman's year round population. Criteria 5: This event promotes the hosting facility, local hotels, businesses, and restaurants.

9) How will you measure the success of this event/activity? How will you make available the information needed for the statutory reporting requirements tied to the use of these funds?

Our primary goal each year is to completely cover the expenses for the event. We have set an attendance target of 750 paid attendees and 80 paid vendor tables. Receipts will be available following the event.

10) If there is anything else you wish to communicate to the Lodging Tax Advisory Committee regarding the event/activity, please do so below, or you may submit a 1-page narrative along with the completed application and questionnaire.

All successful applicants will receive an official award letter and will be required to sign a Tourism Grant Acknowledgement document.

Palouse Empire Rail Society Budget and Advertising Schedule

NEWSPAPER ADS	Date	Date	Date	Date	TOTAL
M-P Daily News	3/13/10	3/18/10	3/19/10	3/20/10	
2 col x 2" deep	\$56.16	\$54.56	\$54.56	\$56.16	\$221.44
Lewiston Tribune	3/14/10	3/19/10	3/20/10	3/21/10	
2 col x 2" deep	\$78.20	\$73.76	\$73.76	\$78.20	\$303.92
Spokesman Review			3/19-3/21/2010		
2 col x 2" deep	"discount" for 3 day ad			\$667.00	\$667.00
Tri-City Herald			3/12/10	3/19/10	
2 col x 2" deep			\$77.48	\$77.48	\$154.96
Whitman Gazette			3/11/10	3/18/10	
2 col x 2" deep			\$30.00	\$30.00	\$60.00

SURVEY	TOTAL
Ad questionnaire	\$100.00
Conduct 3 door prize raffles 11:00, 1:00, 3:00 name, address or phone, ad and event survey	

MAILING/FLIERS	Quantity	\$ each	TOTAL
Flier Printing Cost	500	0.1	\$50.00

Vendor Reservation Form Cost			
8.5x11 Form	600	0.1	\$60.00
Postage	600	0.44	\$264.00

LOCAL SIGNS	TOTAL
Plywood Signs	\$400.00

RADIO ADS	3-day blitz	TOTAL
104.3 FM/1150 AM	\$500.00	\$500.00

NEWSPAPER AD TOTAL	\$1,407.32
MAILER/FLIER TOTAL	\$374.00
LOCAL SIGN TOTAL	\$400.00
RADIO AD TOTAL	\$500.00
SURVEY TOTAL	\$100.00
ADVERTISING	\$2,781.32

FACILITY RENTAL \$2,500.00

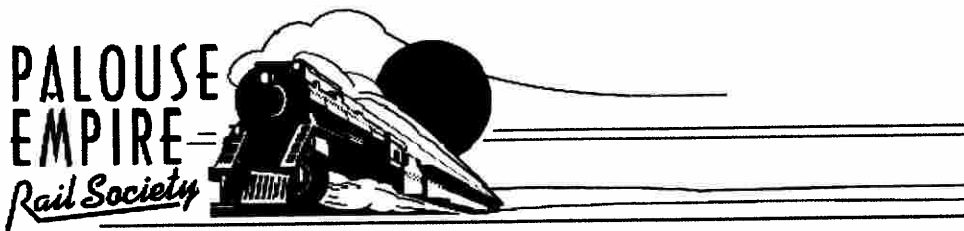
MODEL TRAIN SPECIFIC FREE EVENT ADVERTISING

Pacific Northwest Region National Model Railroad Association	http://pnr.nmra.org/
Train shows.com	http://www.trainshows.com/
Seattle Train Center	http://www.seattletraincenter.com/
United Northwest Model Train Club	http://www.unwclub.org
Staging Tracks.com	http://www.stagingtracks.com
Railserve.com	http://www.railserve.com
Trains.com	http://www.trains.com

Palouse Empire Rail Society

Train Show and Swap Meet Committee Members

Mike Kauffman	509-339-3181
Tim Davison	509-332-4404
Kathylu Szabo	208-301-0916
Jay Weidner	509-332-4438
Lance Gallagher	509-432-1875



14TH ANNUAL

TRAIN SHOW AND SWAP MEET

Sunday, March 21, 2010 9:30 am – 3:00 pm

SEL Event Center – Pullman, WA

Vendor tables of railroad collectibles, toy trains, scale models, and
railroad related items

Operating Model Train Layouts

Demonstrations

Railroad Video Theater

Historical Societies

Admission \$3.00

Children under age 12 free with paid adult

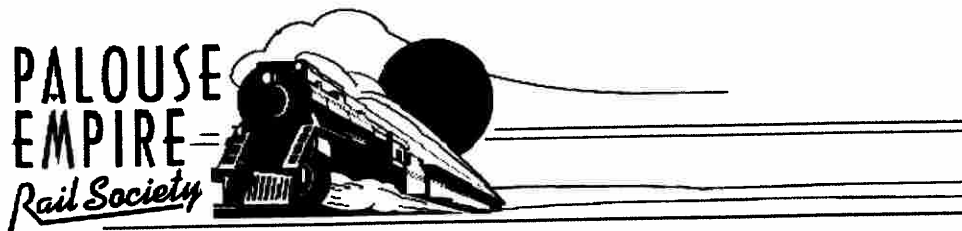
For More Information please contact:

Tim Davison • 509-332-4404 • davisonrr@hotmail.com

Mike Kauffman • 208-882-3796 • mkauffma@verizon.net

Lance Gallagher • 509-432-1875 • lwg104@yahoo.com

<http://palouse-empire-rs.webs.com/>



14TH ANNUAL

TRAIN SHOW AND SWAP MEET

Sunday, March 21, 2010 9:30 am – 3:00 pm

SEL Event Center – Pullman, WA

Vendor tables for railroad collectibles, toy trains, scale models, and railroad related items Operating Model Train Layouts, Demonstrations, Railroad Video Theater

New Facility for 2010!!! – SEL Event Center with convention-type event facilities and meeting rooms for additional attractions <http://www.seleventcenter.com/>

Regional Advertising: Moscow-Pullman Daily News, Lewiston Tribune, Spokane Spokesman Review, Tri-Cities Herald, 104.3 FM, 1150 AM

Web Advertising: PNW NMRA, Trainshows.com, Seattle Train Center, United Northwest Model Train Club, Staging Tracks.com, Railserve.com, and Trains.com

Discounted Hotel Rate available at the Pullman Holiday Inn Express

Table Reservations: \$15/8-Foot Table

Vendor Name		
Vendor Address		
Vendor Phone		
Vendor E-mail		
# of Tables		
Table Cost	# of Tables x \$15	

Mail Completed Reservation form and payment (check or money order) to
Palouse Empire Rail Society, PO Box 192, Pullman, WA 99163

For More Information or questions please contact:
Tim Davison • 509-332-4404 • davisonrr@hotmail.com
Mike Kauffman • 208-882-3796 • mkauffma@verizon.net
Lance Gallagher • 509-432-1875 • lwg104@yahoo.com

<http://palouse-empire-rs.webs.com/>

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

Evaluation date: 1/19/2010

Name of requesting party/organization: Palouse Empire Rail Society Train Show + Swap Meet

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. Not significant

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? Yes
- 5) Amount awarded \$3,321

Explanation: for facility rental - \$2,500
advertising (Spokane + Tri-Cities) - \$821.00

3. RESOLUTION NO. R-8-10

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND PULLMAN CHAMBER OF COMMERCE FOR THE PURPOSE OF TOURIST AND CONVENTION PROMOTION.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: February 2, 2010

ACTION REQUESTED

By resolution, approve a one-year agreement between the city of Pullman and Pullman Chamber of Commerce. The prior agreement expired December 31, 2009.

BACKGROUND

Under the provisions of Chapter 67 of the Revised Code of Washington (related to sports, recreation and convention facilities) as well as Pullman City Code sections 6.93.010, 6.93.030 (related to lodging tax) and 4.95.030 (related to civic improvement) the City is authorized to expend monies and conduct promotion of resources and facilities by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion in the city of Pullman.

RECOMMENDATION

Pass the attached resolution.

FISCAL IMPACT

\$ n/a

BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Name: John Sherman
Title: City Supervisor
Department: Administration

Resolution No. R- 8 -10

REVIEWED BY

	Initial	Date
Department Head	<u> </u>	<u> </u>
City Supervisor	<u>JSS</u>	<u>1-29-10</u>
City Attorney (As To Form)	<u>Cmaj</u>	<u>1-27-10</u>

RESOLUTION NO. R- 8 -10

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND PULLMAN CHAMBER OF COMMERCE FOR THE PURPOSE OF TOURIST AND CONVENTION PROMOTION.

WHEREAS, the City Council for the city of Pullman has before it an Agreement entitled which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the Finance Director be and they are hereby authorized and directed to execute the agreement for said services and to deliver an executed copy thereof to the Pullman Chamber of Commerce.

IT IS FURTHER RESOLVED that the Mayor and Finance Director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2010.

DATED this _____ day of _____, 2010.

Mayor Glenn A. Johnson

ATTEST:

Finance Director
William F. Mulholland

Approved as to Form:

City Attorney Laura D. McAloon

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of January, 2010, by and between the CITY OF PULLMAN, a municipal corporation of the state of Washington, hereinafter called the "City" and the PULLMAN CHAMBER OF COMMERCE, a non-profit corporation of the state of Washington, hereinafter called the "Chamber", WITNESSETH:

WHEREAS, under the provisions of Chapter 67 of the Revised Code of Washington, now and as hereafter amended, and Sections 6.93.010, 6.93.030, and 4.95.030 of the Pullman City Code, the City is authorized to expend monies and conduct promotion of resources and facilities by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion in the city of Pullman; and,

WHEREAS, the Agreement is made and executed for the purpose of implementing the aforementioned chapter of the Revised Code of Washington and the Pullman City Code; and,

WHEREAS, the Chamber has the requisite degree of experience, ability and professional staff to undertake and direct the duties required, NOW, THEREFORE,

IN CONSIDERATION OF THE BENEFITS TO BE DERIVED by the City for the services to be performed by the Chamber, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. The Chamber agrees to perform the following services for the City in advertising, promoting and distributing information for the purposes of encouraging tourist and convention promotion and expansion to the extent funds are available as set forth in paragraph five (5) of this Agreement. The Chamber shall:
 - a. Participate in the Washington State Regional Tourism Program with the Washington State Department of Commerce to promote increased tourism business for Pullman.

- b. Design and develop brochures and publications describing and promoting the advantages of Pullman for tourist and convention business.
 - c. Distribute brochures and promotional information concerning the city of Pullman to other Chambers of Commerce, Visitor and Convention Bureaus, and other sources.
 - d. Respond to increased inquiries and requests with adequate and timely information pertaining to the city of Pullman.
 - e. Develop information on local events, activities, and promotions, and distribute that information as may be appropriate.
 - f. Develop and produce promotional materials designed to solicit and encourage convention business for the city of Pullman.
 - g. Work with the staff and faculty of Washington State University to identify University-related conventions and assist in encouraging and attracting such conventions to the city of Pullman.
 - h. Identify other organizations and groups that may be prospects for convention business for the City and encourage their consideration of utilizing the city of Pullman for such business.
 - i. Develop other programs, information, and any visual aids necessary to assist in promoting visitor and convention business for the city of Pullman.
2. The Chamber shall submit quarterly to the Council and Mayor, or designee, a narrative report of services being performed together with a progress summary on the establishment and operation of programs which have been approved by the City and Chamber in the budget requests required in paragraph 3.

3. The Chamber shall, each year prior to the 15th day of September, prepare and submit a proposed budget and description of the ensuing year's proposed convention and tourist program.
4. That this Agreement shall become effective through December 31, 2010, and shall be automatically renewable for terms of one year upon adoption of the annual City budget by the Council; provided, however, that this Agreement may be terminated by either party upon giving to the other party written notice thereof prior to the 5th day of December in any year, said termination notice to become effective upon the 31st day of December of the year in which the notice of termination is given.
5. That during the term of this Agreement, the City will appropriate those proceeds received by the City from the Hotel/Motel Tax for the purpose of effecting the provisions of this Agreement; provided, however, that in no event shall sums of monies be expended which exceed the monies available in the Civic Improvement Fund of the City.
6. That the monies paid to Chamber under the terms of this Agreement will be paid to Chamber on a monthly reimbursement basis and only upon receipt of a reimbursement request enumerating expenses incurred submitted to the City by the fifth (5th) working day of the month following the month in which Chamber incurred said reimbursable expenses. The request shall be in a form acceptable to the City's Finance Director.
7. That Chamber in performing the services contemplated under this Agreement is acting in the capacity of an independent contractor and not as an agent or employee of the City.
8. That whenever in the Agreement it is provided that notice be given by one party to the other party, said notice shall be given and delivered to the City and the Chamber as follows:

CITY: City of Pullman
352 SE Paradise St.
Pullman, WA 99163

CHAMBER: Pullman Chamber of Commerce
415 N. Grand Ave.
Pullman, WA 99163

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

- a. By personal delivery to and acknowledgement of receipt thereof signed by the receiving party.
 - b. By affidavit of personal service thereof on the receiving party.
 - c. By depositing the notice in the United States Mail, in an envelope properly addressed to the addressee indicated above or to the last known address of the recipient known to the party giving notice, with postage fully pre-paid thereon, and mailed certified mail, return receipt requested. In the event said notice is mailed, it shall be deemed delivered two (2) days following the deposit thereof in the post office at Pullman, Washington.
9. That the parties hereto acknowledge that no representation or conditions or agreements varying or adding to this Agreement have been made either orally or in writing and further that no modification, addition, or change to this Agreement shall be made or shall be effective unless reduced to writing and signed by both parties.
10. That the signatories to this Agreement state that they have the proper authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers to be effective from and after the date first written above.

DATED THIS 20th day of January, 2010.

CITY OF PULLMAN,
a municipal corporation
By

Glenn A. Johnson, Mayor

Attest:

Finance Director/City Clerk
William F. Mulholland
Approved as to form:

City Attorney Laura D. McAloon

PULLMAN CHAMBER OF COMMERCE,
a non-profit corporation
By



President

Title

4. Two resolutions authorizing leases of city properties.

a. RESOLUTION NO. R-9-10

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH DARIN V. AND BETHANY D. JOHNSON FOR THE CITY-OWNED HOUSE AT 630 NW GUY STREET.

b. RESOLUTION NO. R-10-10

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH JASON A. AND SHANELL M. RADTKE FOR THE CITY-OWNED HOUSE AT 1080 NW GUY STREET.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 02/02/2010

ACTION REQUESTED:

Authorize lease agreements for rental of city-owned property at 1080 NW Guy Street and 630 NW Guy Street.

BACKGROUND:

The City of Pullman owns two rental properties on Guy Street that have been vacant for some time now. One property is located at 1080 NW Guy Street, across the street from the Waste Water Treatment Plant. The other property is located at 630 NW Guy Street, across the street from the Equipment Rental Division maintenance shop. Work to repair some water damage that occurred at 630 NW Guy Street is nearing completion, as is maintenance work we wanted to complete at 1080 NW Guy Street, so that both properties can soon be rented. The availability of these properties was made known to all city employees and interest solicited. Four people expressed interest with one person subsequently withdrawing their interest. The decision to offer the properties on a first-come, first-served basis resulted in Jason and Shanell Radtke selected for the property at 1080 NW Guy Street and Darin and Bethany Johnson selected for the property at 630 NW Guy Street. The lease amount for both properties as established with input from a local property manager is \$900 per month. Revenue from the 1080 NW Guy Street property will be to the Utility Fund. Revenue from the 630 NW Guy Street property will be equally split to the Street Fund and the Utility Fund. Lease agreements based on the City's standard lease agreement form have been prepared and executed by the proposed tenants. Authorization to execute the lease agreements is requested of Council. Actual execution of the agreements by the City will occur and establishment of the commencement and termination dates will be based on the completion of final work tasks at these properties and actual move-in dates established with the tenants.

RECOMMENDATION:

Adopt the attached resolutions authorizing lease agreements with Jason and Shanell Radtke for the property at 1080 NW Guy Street and with Darin and Bethany Johnson for the property at 630 NW Guy Street.

FISCAL IMPACT:

BARS Code Number

SUBMITTED BY:

Name Mark Workman
Title Public Works Director
Dept. Public Works

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Resolution R-9-10
2. Resolution R-10-10

REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>1/28/10</u>
City Supervisor	<u>[Signature]</u>	<u>1-29-10</u>
City Attorney	<u>[Signature]</u>	<u>1-28-10</u>
(As to Form)		

RESOLUTION NO. R- 9 -10

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH DARIN V. AND BETHANY D. JOHNSON FOR THE CITY-OWNED HOUSE AT 630 NW GUY STREET.

WHEREAS, the City Council for the city of Pullman has before it a lease agreement for the rental of the city-owned house at 630 NW Guy Street which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said lease agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the lease agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Darin V. and Bethany D. Johnson.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the lease agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2010.

DATED this _____ day of _____, 2010.

Mayor Glenn A. Johnson

ATTEST:

Finance Director
William F. Mulholland

Approved as to Form:

City Attorney Laura D. McAloon

LEASE

LESSOR: City of Pullman, a municipal corporation of the state of Washington

TENANT: Darin V. Johnson and Bethany D. Johnson, husband and wife

1. PREMISES: Lessor hereby leases unto the Tenant, a house at 630 NW Guy Street, Pullman, Washington for occupancy by five persons (hereafter referred to as the "Premises").
2. TERM: This lease commences _____, and terminates _____. If Tenant holds over after the term with the express consent of Lessor, Tenant shall hold as a month-to-month lease under the terms hereof, which lease shall exist and be terminable by either party by giving twenty days written notice before the end of a rent paying period.
3. RENT: Total rent for the lease period shall be \$10,800 which is to be paid in 12 installments of \$900.00 per month in advance by the tenth of each month to the City of Pullman. Lessor shall pay leasehold excise tax on said rent amount.

Late Charges. Tenant hereby acknowledges that late payment by Tenant to Lessor of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain.

Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Lessor or Lessor's designee within three (3) days after written notice that said amount is past due, then Tenant shall pay to Lessor as additional rent a late charge equal to fifty dollars (\$50). The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Tenant. Acceptance of such late charges by Lessor shall in no event constitute a waiver of

Tenant's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

4. UTILITIES: Lessor shall pay for and furnish water, sewer, and stormwater. All other utilities including refuse, T.V., cable and phone, if used, shall be paid by Tenant. Any satellite TV antenna connection shall only be allowed as approved by the Lessor.

5. USE:

a. Permitted Uses. Tenants shall not use or permit or suffer the use of the Premises for any purpose other than their personal residence. Domestic pets are allowed in conformance with Pullman City Code and fireplaces in the residence may be used, however Tenant shall be responsible for any damage to the Premises caused thereby.

b. Prohibited Uses. Tenant shall not do or permit anything to be done in or about the Premises, nor shall Tenant bring or keep anything therein which will in any way increase the existing rate of, or affect any, fire or other insurance upon the Premises or cause a cancellation of any insurance policy covering said Premises. Tenant shall not do or permit or suffer anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable or offensive purpose, nor shall Tenant cause, maintain, or suffer or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed excessive waste in or upon the Premises.

In addition, smoking is prohibited in or about the Premises.

6. CONDITION-CONDUCT-REPAIRS-RULES: Lessor shall keep the premises fit for human habitation, to include structural components and appliances, excluding clothes washer and dryer. Lessor shall also maintain roof gutter and downspouts and the driveway serving the premises, including snowplowing to be performed during the course of Lessor's other snowplowing activities. Tenant shall care for the premises and maintain it as it now exists except for reasonable wear and tear and shall not remove furnishings, drive large nails into, use glue-type picture hangars, or otherwise deface woodwork, walls, or paint without Lessor's permission, permit any other act of destruction, allow an illegal or offensive use of the premises, or allow anything to bother or interfere with other people, such as causing unreasonable noise, particularly during evening hours. Lessor shall make major repairs not made necessary by Tenant's negligence or not otherwise chargeable to Tenant hereunder. Tenant shall make other repairs and shall be responsible for other damage, specifically including:

- a. Minor repairs and maintenance, such as unplugging clogged drains caused by Tenant's use.
- b. Damage caused by Tenant's licensee, guest, or invitee, regardless of whether Tenant or said other party is negligent in any respect.
- c. Broken glass, except that caused by elements such as hail or earthquake.
- d. Damage caused by leakage, heat failure, or similar causes which are not promptly reported to Lessor by Tenant upon Tenant's discovery of such defect.
- e. Damage caused by Tenant's failure to leave heat on during cold weather.

- f. Minor repairs that become necessary to the swimming pool on the premises.

Tenant further agrees to:

- a. Comply with all obligations imposed upon residents by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations.
- b. Keep the premises as clean and sanitary as conditions of the premises permit and not permit a nuisance or common waste to occur.
- c. Care for and maintain the adjoining yard, flowerbeds, and garden area. Lessor shall provide a riding lawnmower for use by Tenant to maintain the lawn on the Premises.
- d. Care for and maintain the swimming pool, including all steps necessary to annually weatherize and protect the pool and all pipes and fixtures associated with the pool and its use.

7. ALTERATIONS:

- a. Acceptance of Premises. Upon delivery of the Premises to Tenant, Tenant shall acknowledge to Lessor in writing that Tenant has inspected the Premises and accepts them in their then condition or else shall notify Lessor of any deficiencies then apparent.
- b. Alterations by Tenant. Tenant represents it has inspected the Premises and the surrounding area, and except for alterations, additions or improvements set forth in the condition report, none are required for occupancy. Tenant shall not make any alterations, additions or improvements in or to the Premises without the prior written consent of

Lessor, which consent may be subject to such conditions as Lessor may deem appropriate. Any such alterations, additions or improvements consented to by Lessor shall be made at Tenant's sole cost and expense. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work and shall hold Lessor harmless from any and all liability, costs, damages, expenses (including attorneys' fees) and any and all liens resulting therefrom. Upon the expiration or sooner termination of the term thereof, Tenant shall, upon written demand by Lessor, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any unapproved alterations, additions or improvements made by Tenant, designated by Lessor to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

8. RISK OF LOSS: Lessor shall not be responsible for the loss of property by fire, theft, or any other reason not due to Lessor's fault. If the premises are rendered untenable by fire or other casualty, Lessor may, at its option, terminate this lease or repair the premises within thirty days, and failing to do so, or upon the complete destruction of said premises by fire or such other casualty, this lease shall cease and terminate. Rent shall be abated during periods the premises are untenable.
9. RIGHT OF ENTRY: Lessor or agent may enter the premises at reasonable times and on reasonable notice to Tenant (time and date if possible) to repair, inspect, and exhibit the same for sale or rent, and may place a "for sale" or "for rent" sign on the property. Lessor may enter the premises without consent of

or notice to the residents in case of emergency or abandonment.

10. ASSIGNABILITY: Tenant shall not assign this lease or sublet the premises.
11. WAIVER OF SUBROGATION: Each party releases the other from and waives any claim of recovery for loss of or damage to property arising from standard fire and extended coverage perils as defined in standard insurance policies due to negligence. Each party shall inform their insurers of this provision promptly.
12. DEFAULT: If Tenant fails to pay rent or breaches this lease, Lessor may declare all rent due, and declare a forfeiture hereof, and take possession of the Premises in the manner provided by law, but this shall not relieve Tenant from payment of rent.
13. TENANT'S WARRANTY: Tenant warrants that they are 18 or over and have read and understand this lease.
14. REMOVAL OF PROPERTY: Tenant agrees that in the event of abandonment of tenancy and accompanying default in rent, the Lessor may immediately enter the house and take possession of the property of the Tenant found therein. Lessor shall store same at Tenant's expense in a secure place and mail a notice to Tenant's last known address stating the location and address of the stored property. After sixty (60) days from the date of default in rent and after prior notice of such sale, Lessor may sell such property and may apply any income derived from the sale of such property against monies due the Lessor, including drayage and storage. Any excess income derived from the sale of such property shall be held by the Lessor for the benefit of the Tenant for a period of one year from the date of sale, and if no claim is made or action commenced by the Tenant for recovery thereof prior to the expiration of that period of time, the balance shall be the property of the Lessor.
15. LIABILITY: All Tenants shall be jointly and severally liable for all of Tenant's obligations hereunder, it being understood

that each Tenant is individually liable for all of such obligations, specifically, included but not limited to, the payment of the entire rent.

16. VENUE: This lease is executed in the state of Washington and shall be construed under the laws of said state. Venue of any action hereunder shall be in Whitman County.
17. INDEMNIFICATION/HOLD HARMLESS: Tenant shall indemnify and hold harmless the Lessor, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Lessor's business, or from any activity, work or thing done, permitted, or suffered by Lessor in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor.
18. SMOKE DETECTOR: The Tenant acknowledges that smoke detectors have been inspected and that they are in working order.
19. SECURITY DEPOSIT: As a condition of the rental, Tenant shall deposit with Lessor a security deposit for performance of the Tenant's obligations in the amount of \$450. The security deposit may be withheld and applied by the Lessor to pay past-due rent, late charges, and damages to the Premises for which the Tenants are responsible.
20. CONDITION REPORT. Lessor and Tenant acknowledge that a written checklist or statement specifically describing the condition and cleanliness or existing damage to the Premises and furnishings including but not limited to walls, floors, countertops, carpets, drapes, furniture and appliances has been prepared. Tenant hereby acknowledges a copy of the condition report.
21. INSURANCE. The Tenant agrees to procure and maintain for the duration of the Lease, insurance against claims for injuries to

persons or damage to property which may arise from or in connection with Tenants' occupancy and use of the Premises, including acts caused by third persons. Insurance must be placed with an insurer licensed by the state of Washington to do business in Washington. Tenant shall furnish City with an original certificate and any endorsement, including, but not necessarily limited to, naming the City, its officers, employees, agents, and representatives as additional insured evidencing this insurance requirement.

DATED: _____

DATED: January 27, 2010

LESSOR: City of Pullman

TENANTS: Darin V. Johnson
Bethany D. Johnson

By: _____
Mayor Glenn A. Johnson

Darin V. Johnson

ATTEST:

Finance Director
William F. Mulholland

Bethany D. Johnson

