

CITY OF PULLMAN  
COUNCIL CHAMBERS

COUNCIL MEETING  
AGENDA

OCTOBER 13, 2009  
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  
                                 \_\_\_\_\_ Ann Heath    \_\_\_\_\_ Pat Wright  
                                 \_\_\_\_\_ Bill Paul

B. Announcements

C. Reports

SEL Anniversary  
Mixed Paper Recycling

D. 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 September 29, 2009, and approve them as submitted.

2. A motion to approve Accounts Payable Checks, Payroll Checks, and Electronic Transfers for October, 2009.
3. A motion to refer a Claim for Damages submitted by Joshua Wright for an undetermined amount to the Washington Cities Insurance Authority (WCIA).
4. A motion to approve an interlocal agreement with the City of Palouse/Rural Fire Protection District No. 4 for emergency medical services.
5. A motion to approve a Memorandum of Understanding with the City of Palouse EMS for providing emergency medical services to Palouse EMS jurisdictional boundaries.
6. A motion to authorize a grant from the Washington Traffic Safety Commission for a "Click it or Ticket" grant.
7. A motion to ratify Change Order No. 1 to Contract No. 09-02, Sidewalk Infilling 2009.
8. A motion to accept as complete Contract No. 09-13, Jackson Street Water Main.

E. Regular Agenda

**Workshop**

9. Pre-Budget Workshop

**Public Hearing**

10. 2010 Revenue Sources

**Ordinance**

11. Ordinance No. 09-23 - AN ORDINANCE AMENDING ORDINANCE NO. 08-23 ADOPTED DECEMBER 9, 2008, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2009".

**Discussions**

12. Public Safety and Community Event Notifications
13. 2009 Goal Status Update

F. 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.

G. Tentative Council Agenda for October 20, 2009  
Joint Meeting with ASWSU  
Stormwater Update

Tentative Planning Commission Agenda for Meeting of  
October 14, 2009  
College Hill Core Neighborhood Plan

Tentative Board of Adjustment Agenda for October 19, 2009  
Canceled

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




# CITY OF PULLMAN

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

## MEMORANDUM

TO: Mayor and City Council

FROM:  John Sherman, City Supervisor

RE: Schweitzer Engineering Laboratories (SEL) 25<sup>th</sup> Anniversary Presentation

DATE: October 9, 2009

We have invited Ed Schweitzer, President of Schweitzer Engineering Laboratories, Inc. to make a SEL 25<sup>th</sup> anniversary presentation. We are extremely proud to have SEL as our largest private sector employer. It is hard to underestimate the positive impact that Ed Schweitzer and SEL have had on Pullman and our region. This is a wonderful opportunity to reflect upon the last 25 years of growth of SEL.

To gain a perspective of the situation before SEL was in Pullman, I think it is important to read excerpts from the Pullman Comprehensive Plan that was adopted on March 16, 1982. On page 30-31 of the 1982 Comp Plan it states the following with respect to "Industrial Land Use Issues":

Historically, fees and taxes from residential land uses do not entirely meet the cost of providing the services demanded. To meet this deficit, three options are available to local governments. These include: (1) cutting services, (2) increasing taxes, or (3) strengthening the economic base. Of the three options, improving the economic base is the more acceptable. The economic base is strengthened by the location of new businesses or the expansion of existing businesses which draw money from outside the community or increase local job opportunities.

Pullman's economic base consists of two "major sectors" -- agriculture and higher education. These two sectors are not closely related economically, that is, increase/decline in one does not necessarily affect the other. This is positive in terms of economic stability for Pullman. However, in terms of dollars brought into the local economy and persons employed, Washington State University far exceeds agriculture's contribution.

During the last decade, agriculture has continued to become less labor intensive. This is true not only of the on-farm operation, but in the service industries to agriculture. This may explain why Pullman's non-student population has remained relatively stable while University staff and students have increased significantly.

Latest forecasts of the University expect the current level of faculty, staff, and students to remain the same for the foreseeable future. This factor, coupled with the decline in agricultural employment, suggests any increase in jobs or economic base will have to come from new business or industrial activity.

Pullman possesses many desirable attributes which may be attractive to industry looking for a new location. The greatest asset is the University with its excellent research faculty and facilities. The rural atmosphere allows an escape from urban problems. The smallness of the town provides a good sense of community.

To continue to be attractive, these positive features must be retained or evolve into others equally attractive. For this reason, development of industry must proceed with care. Particular attention should be focused on location, site preparation, and environmental impact.

Currently, only about ten acres of land is devoted to industrial use. Most industrial type activity takes place in the valley floors which are also floodplains. To be more attractive to industrial development, land out of the floodplain will need to be set aside. Because development of Pullman has been compact, there is not a great deal of land within the built-up town for industrial scale development. Therefore, new areas adjacent to the built-up area will need to be chosen. They should have good access by locating on arterial roads, be safe from flooding, and convenient to the University.

Thankfully, the goals stated within the 1982 Comprehensive Plan were seriously pursued. Both the WSU Research & Technology Park and the Port of Whitman County Industrial Park were subsequently developed. Numerous companies have since located within these two parks. SEL has been by far the largest employer with a workforce of over 1,400 employees in Pullman. We have pleased to have this opportunity to reflect upon their history and to celebrate their accomplishments.

Not only has SEL been a tremendous asset to Pullman from an economic development aspect, SEL and Ed Schweitzer have made tremendous community contributions as well. The list of these significant community leadership contributions include the Pullman Aquatics Center, major leadership gifts for Neill Public Library, Pullman Regional Hospital, the Terre View Park land donation, and SEL being the largest contributor to Pullman United Way. Ed has personally been a champion in bond issue efforts to build new schools in Pullman as well.

As part of its 25<sup>th</sup> anniversary celebration, SEL is adding to this list of community improvements by teaming up with the city of Pullman on a landscape beautification project on

North Grand Avenue at the corner of Grand and Terre View Drive. As is stated in excerpts from the attached news release:

Schweitzer Engineering Laboratories is teaming with the City of Pullman on a landscape beautification project that will commemorate SEL's twenty-fifth anniversary.

This gift to the city of Pullman consists of benches, native trees and plants, and landscape pavers. Close to a Pullman Transit stop and the SEL campus, the park area will welcome visitors and community members to the north entrance of Pullman.

John Sherman, City Supervisor, thanks SEL, "The City is tremendously appreciative of the beautification project as part of Pullman's Grand Avenue Greenway Committee work. This project is a reflection of SEL's continued commitment to the community through a broad range of contributions."

SEL focuses on Community as part of its values driven mission. The Grand Avenue Greenway project is part of SEL's first annual volunteer day. Schweitzer Engineering Laboratories is committed to community involvement, whether it's a local school supply drive or the needs of a flood-ravaged city halfway around the world. "Community" is one of SEL's nine values, and it is reflected in the way they donate time and resources.

Celebrating its twenty-fifth anniversary in 2009, SEL serves the electric power industry worldwide through the design, manufacture, supply, and support of projects and services for power system protection, monitoring, control, automation, and metering.

Pullman benefits greatly not only from the job impact of SEL and the contributions it makes to the community, but also from the fact that others make positive decisions relating to Pullman because of the presence of SEL. An excellent recent example of this is the October 9, 2009, article in the *Lewiston Tribune* regarding the decision announced by Avista CEO Scott Morris to select Pullman as a demonstration project for a planned Avista smart-grid program. The attached article states:

Pullman will be a "demonstration project" for a planned Avista smart-grid program, Morris said. It will include Pullman customers having potential for installation of larger wire, a program rewarding residents who have solar power and, "if they want us to," Avista remotely controlling electrical usage in homes.

Pullman was selected to be a beta site in part because it is headquarters of Schweitzer Engineering Laboratories, Morris said.

In summary, we congratulate SEL and Ed Schweitzer on its 25<sup>th</sup> anniversary and extend our sincere appreciation for their tremendously positive impacts on our community.



**SCHWEITZER ENGINEERING LABORATORIES, INC.**

2350 NE Hopkins Court • Pullman, WA 99163-5603 USA

Phone: (509) 332-1890 • Fax: (509) 332-7990

Internet: [www.selinc.com](http://www.selinc.com)

September 25, 2009

Contact: Adina Bielenberg

Phone: 509-334-8776

Cell: 509-336-9456

**FOR IMMEDIATE REALEASE**

**SEL Volunteer Day Landscape Beautification Project**

PULLMAN, WA – Schweitzer Engineering Laboratories is teaming with the City of Pullman on a landscape beautification project that will commemorate SEL's twenty-fifth anniversary. Starting at 8 a.m. on Saturday, Sept. 26, volunteers from SEL will work to enhance a portion of the Grand Avenue Greenway at the corner of Grand Avenue and Terra View Drive.

This gift to the City of Pullman consists of benches, native trees and plants, and landscape pavers. Close to a Pullman Transit stop and the SEL campus, the park area will welcome visitors and community members to the north entrance of Pullman.

The Grand Avenue Greenway is a 2.1 mile pedestrian trail that links the north section of Grand Avenue to the downtown Pullman area. John Sherman, City Supervisor, thanks SEL, "The City is tremendously appreciative of the beautification project as part of Pullman's Grand Avenue Greenway Committee work. This project is a reflection of SEL's continued commitment to the community through a broad range of contributions."

SEL focuses on Community as part of its values driven mission. The Grand Avenue Greenway project is part of SEL's first annual volunteer day. Schweitzer Engineering Laboratories is committed to community involvement, whether it's a local school supply drive or the needs of a flood-ravaged city halfway around the world. "Community" is one of SEL's nine values, and it is reflected in the way they donate time and resources.

Celebrating its twenty-fifth anniversary in 2009, SEL serves the electric power industry worldwide through the design, manufacture, supply, and support of products and services for power system protection, monitoring, control, automation, and metering. SEL offers unmatched local technical support, a worldwide, ten-year product warranty, and a commitment to making electric power safer, more reliable, and more economical. The company employs over 1,900 people in more than 70 locations around the world and sells products in 126 countries.

###

# Avista CEO touts community projects

At Lewiston luncheon, Scott Morris also fondly recalls his time as a valley resident

TRIBUNE

Three communities figured prominently in the Avista Corp. chief executive officer's address at the second of a quarterly series of CEO/Business Executive Luncheons Thursday in Lewiston.

Pullman, Pomeroy and Lewiston were focuses of Avista CEO Scott Morris, of Spokane, at an event at the Lewiston Red Lion sponsored by the Lewiston Chamber of Commerce and Valley Vision, and attended by 50 people.

Pullman will be a "demonstration project" for a planned Avista smart-grid program, Morris said. It will include Pullman customers having potential for installation of larger wire, a program rewarding residents who have solar power and, "if they want us to," Avista remotely controlling electrical usage in homes.

Pullman was selected to be a beta site in part because it is headquarters of Schweitzer Engineering Laboratories, Morris said. Time-wise, the project will be hastened if federal stimulus funding proposals are successful.

The Pomeroy region is a site for wind-generation turbines, Morris said. In 2006, Washington voters passed Initiative 937, requiring utilities to generate 15 percent of their electricity from renewable

resources by 2020.

Lewiston was Morris' home from 1988 to 1991, when he served as customer service manager in then Washington Water Power's Lewiston region. He fondly remembers his Lewiston years, he said, including his and wife Elizabeth using St. Joseph Regional Medical Center during the birth of a son, Matthew James, now a freshman at Spokane's Gonzaga University. Morris was active in civic affairs, including being vice president of Twin County United Way. Avista is also the lead sponsor of Lewiston's NAIA World Series baseball tournament.

Morris moved from Lewiston to Medford, Ore., in 1991, when he was promoted to general manager for Avista's Oregon and California utility business. He was elected president of Avista in May 2006, and in 2008 became chairman and CEO. Avista serves about 350,000 electric customers in eastern Washington and northern Idaho and provides natural gas service to 305,000 customers in eastern Washington, northern Idaho and parts of Oregon.

In 2009, customers frequently ask, "What are you doing for the planet?" Morris said, something uncommon earlier in his 26-year

career with Avista.

To be environmentally conscious or "green" means Avista offers its customers as low as possible rates and reliability of products, he said. "We must think (green) as a company." Avista "has got to be open and at the table" in U.S. climate change legislation.



Scott Morris

"We're clean," Morris said. "We're green. We're inexpensive. We're one of the most reliable utilities in the country."

Electrical rates have consistently increased and will continue to do so in the future because of alternative energy costs and increased power use, Morris said. But he touted that natural gas rates are 27.5 percent less than one year ago. "It's great to be able to pass (that) along to our customers," he said. Productivity increased 22 percent for Avista more than 10 years ago, he said, and the company has provided \$16.3 million in ener-

gy assistance for customers who can't pay their bills.

Avista has been rate-competitive, he said, with the typical Avista household paying \$70 a month for electricity, compared to \$80 in Idaho Power Co. areas and \$102 in Portland. Natural gas rates for Avista customers are the lowest in the West, Morris said.

Avista seeks a profit margin of 8 percent, he said, with rate increases and decreases approved by states' public utility commissions. Profits are reinvested in capital projects and the business.

Demand for electricity increases as the Northwest's population grows. Most homes now have 30 electrical units, an increase from 10 just decades ago.

Morris said the Southeast and Northeast will probably have nuclear power growth, based on U.S. needs. Avista and other Western utilities think nuclear generation eventually will have a future. "Nuclear has to be part of the discussion," he said.





# CITY OF PULLMAN

## Administration/Finance


325 S.E. Paradise Street, Pullman, WA 99163

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[admin@pullman-wa.gov](mailto:admin@pullman-wa.gov)

### MEMORANDUM

TO: Mayor and City Council

FROM:  John Sherman, City Supervisor

RE: Report on Mixed Paper Recycling

DATE: October 8, 2009

At the City Council meeting on May 12, 2009, we held a discussion on recycling. One of the issues of concern raised at the meeting was that Pullman Disposal no longer provided for the recycling of mixed paper. As you will note in the attached minutes of the City Council meeting of May 12, this was an issue of major concern to the City Council and the public.

We are pleased to report that Pullman Disposal Service (PDS) will begin accepting mixed paper on October 12 at their recycling facility that is located just off of Wawawai Road. In the attached memorandum from PDS President Devon Felsted he notes that PDS started accepting mixed paper at its recycling center in 2006. Due to the dramatic drop in prices in the recycling market, it discontinued mixed paper recycling in 2008. With the market showing some signs of recovering, PDS will again accept mixed paper at its recycling center. PDS has never included mixed paper in its curbside recycling program.

Pullman Disposal Service  
PO Box 619  
Pullman, WA 99163

MEMORANDUM

TO: John Sherman, City Supervisor

FROM: Devon Felsted, Pullman Disposal Service President

SUBJECT: Mixed Paper Recycling at Pullman Disposal Recycling Center

Date: October 8, 2009

Pullman Disposal Service (PDS) will be accepting mixed paper at its drop-off recycling center located by its office near Sunnyside Park. Beginning on October 12th, the container for mixed paper will be made available to the public. Mixed paper includes all clean paper materials. The largest components of mixed paper are magazines, catalogs, colored and white paper, posterboard (such as cereal boxes), and junk mail. Food stained paper (e.g., paper plates) are specifically prohibited in mixed paper. Also we ask people not to place their newspaper and cardboard in the mixed paper container, but to continue to use the bins designated for those materials.

*Background*

In 2006, PDS began accepting mixed paper at its recycling center. In the fall of 2008, the market price for mixed paper fell dramatically, falling so far that it became negative. This meant that PDS had to pay to offload the mixed paper it had collected. Due to this expense (and with no corresponding income to cover the cost) PDS removed the mixed paper collection container at its recycling center. During 2009, the recycling markets began to recover, albeit very slowly.

I have been in discussion with David Nails of Whitman County Public Works concerning mixed paper during the course of the year. In late September, the pricing on mixed paper had risen enough to make the collection of mixed paper economically sustainable again. Mr. Nails and I agreed to cooperate on the processing of mixed paper. The county agreed to bail the mixed paper and take a percentage of the revenue from its sale.

All this has been done with the understanding that if the market price for mixed paper crashes again, either party would be able to terminate the agreement. We obviously hope that the price for mixed paper will not precipitously drop in the future. Even though such a crash in pricing remains a possibility, we felt that such a contingency should not stop us from recycling mixed paper again. Consequently, we felt it was appropriate to take this opportunity to bring mixed paper recycling back to the city of Pullman.

Just in case there is any question, our crew on the curbside recycling routes has never taken mixed paper. A proposal to add mixed paper to the list of items taken on the curbside recycling routes would require approval by the City Council as such a proposal would likely increase rates.

## City Council Minutes, May 12, 2009

reference to the Daily News as the City's official newspaper in Section 2 of the ordinance would cause the need to change ordinances in the future if the official newspaper of the City changes. City Attorney McAloon responded. Councilmember Benjamin asked when the Code would be changed to allow the City entity to initiate restricted residential parking areas. City Supervisor Sherman responded.

Ordinance No. 09-14 by title only reads as follows:

AN ORDINANCE RELATING TO TITLE 12 TRAFFIC, CHAPTER 12.50 RESTRICTED RESIDENTIAL PARKING AREAS; AMENDING PULLMAN CITY CODE 12.50.040 AND PULLMAN CITY ORDINANCE NO. 96-13 §4 (1996) AND OTHER MATTERS PROPERLY RELATED THERETO.

Councilmember Paul moved, Councilmember Benjamin seconded to adopt Ordinance No. 09-14. The motion carried unanimously.

Ordinance No.  
09-15 - Budget  
Amendment

3. Mayor Johnson announced that an ordinance has been prepared amending the 2009 budget. Finance Director Woo presented the staff report. Councilmember Benjamin asked for clarification on the sharing of the administrative clerk position. Finance Director Woo responded. Councilmember Benjamin expressed concern with shifting budget appropriations from the savings of one department to the operations of another. Finance Director Woo and City Supervisor Sherman responded. Councilmember Wright noted the budget savings and efficiencies gained by using a permanent position in the Fire Department versus a temporary position. Finance Director Woo responded.

Mayor Johnson opened the item for public comment. City Supervisor Sherman made clarifying comments on the net savings by shifting the permanent employee to the Fire Department.

Ordinance No. 09-15 by title only reads as follows:

AN ORDINANCE AMENDING ORDINANCE NO. 08-23 ADOPTED DECEMBER 9, 2008, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2009".

Councilmember Bloom moved, Councilmember Heath seconded to adopt Ordinance No. 09-15. The motion carried unanimously.

### Discussion

Recycling

4. Mayor Johnson introduced the discussion item. City Supervisor Sherman presented the staff report that included background information and the history of recycling in Pullman.

Devon Felsted, President of Pullman Disposal Service, presented a report that included a description of the current recycling program and a description of co-mingled recycling options and the associated costs. Councilmember Heath asked what companies who buy mixed paper are doing with it since there is no market for it. Devon Felsted responded. Councilmember Bloom asked if mixed paper is considered trash, is the total cost of garbage \$99.00 per ton, and what is the cost of co-mingled recycling per ton. Devon

Felsted responded to all the questions. Councilmember Weller noted that Pullman citizens are taking their mixed-waste paper to Moscow and asked what the City of Moscow is paying to process mixed-waste paper. Devon Felsted responded. Councilmember Weller asked for other examples of recycling that isn't accepted with a co-mingled recycling program. Devon Felsted and Mayor Johnson responded. Councilmember Weller noted that the apartment recycling bins often overflow and asked if co-mingled recycling would help alleviate that issue. Devon Felsted responded. Councilmember Benjamin asked if Pullman Disposal Service operates outside the City limits of Pullman. Devon Felsted responded. Councilmember Benjamin asked if the Pullman Disposal customer base stays consistent throughout the year and asked how many customers Pullman Disposal services. Devon Felsted responded. Councilmember Waldrop asked if the fluctuating recycling market and decisions whether to recycle or not have more to do with transportation costs. Devon Felsted responded. Councilmember Waldrop asked for comments regarding success of the 2009 Spring Cleanup. Devon Felsted and Jim Thompson, Pullman Disposal Services, responded. Councilmember Bloom asked what is done with glass recycling since there is no market for it. Devon Felsted responded.

Chris Thomas, SP Recycling, described SP Recycling's process facilities, Thurston County's recycling efforts, and co-mingled recycling. Councilmember Heath asked what SP Recycling is doing with mixed-waste paper. Chris Thomas responded. Councilmember Heath asked what percentage of mixed-waste paper is being used for producing newspaper. Chris Thomas responded. Councilmember Weller noted the list of recycling items that are not allowed under a co-mingled recycling program and asked if cardboard that has food remnants can be recycled such as a pizza delivery box. Devon Felsted and Chris Thomas responded. Councilmember Paul referred to a December 2008 Popular Mechanic magazine article that described the recycling processing equipment. Chris Thomas responded. Councilmember Bloom stated that it is not necessary for the City of Pullman to build a facility as long as it can transport recycling. Chris Thomas responded.

Judi Dunn-Gray, Whitman County Recycling and Waste Reduction Education Coordinator, reviewed the Washington State waste related laws, transfer station operations and statistics, Whitman County recycling revenue and price statistics, a comparison of single-stream versus dual-stream recycling, the Washington Co-Mingled Recycling Improvement Project, and Whitman County's local issues and challenges.

Councilmember Heath left at this point in the meeting, 9:02 p.m.

Councilmember Waldrop asked for examples of how citizens can be less wasteful. Judi Dunn-Gray responded. Councilmember Benjamin asked if the County had considered unattended consequences of co-mingled recycling such as reduction of solid waste revenues. Judi Dunn-Gray and Mark Storey, Public Works Director of Whitman County, responded. Councilmember Benjamin asked if

Whitman County prefers increased recycling in spite of the potential revenue reductions on the solid waste side. Mark Storey responded. Councilmember Weller asked how organic waste is handled by Whitman County. Judi Dunn-Gray and Devon Felsted responded. Councilmember Benjamin noted that there is no charge for yard waste at the Whitman County Transfer Station. Devon Felsted responded.

Rick Finch, WSU Facilities Operations Waste Manager, described WSU's waste management program, WSU recycling, WSU co-mingling recycling process, WSU costs and cost avoidance, and WSU rate structures. Councilmember Waldrop asked Mr. Finch to elaborate on WSU's biological waste program and how it might relate to the City's hospital and doctor's offices. Rick Finch responded.

Public Works Director Workman presented a staff report that included a description of the City's recycling activities and recycling efforts of the Wastewater Treatment Plant. City Supervisor Sherman made comments relating to reducing, reuse, and recycling. Geraldine de Rooy, Library Services Manager, described the Neill Public Library's efforts to eliminate the use of plastic bags for patrons to transport books. Mayor Johnson asked if there were any alternatives for recycled books. Geraldine de Rooy responded. City Supervisor Sherman described the City's Green Team recommendation to find solutions for mixed-waste paper recycling. Elizabeth Siler described a recycling options survey that she conducted that resulted in 84 percent of the respondents being willing to pay for more recycling efforts with the majority favoring co-mingled recycling. Ms. Siler summarized the comments that were received along with the survey.

Brian Bodah, 2290 NE Westwood Drive, stated he thought that any option besides co-mingled recycling is not a viable option for the City because multi-family accounts do not separate recycling so it does not work. Mr. Bodah stated that the simple programs work best. Mr. Bodah commented on cost effectiveness and ethical responsibilities.

Don Orlich, 435 SE Crestview, complimented the City on its snow removal and gravel cleanup efforts and spoke in favor of expanding recycling efforts. Mr. Orlich stated he has noticed a garbage reduction because of his recycling efforts and that he is willing to pay more to expand recycling efforts.

Dorothy Swanson, 1055 NE Creston Lane, commented on reducing, reuse, and recycling and challenged every household in Pullman to use the smallest garbage can service and encouraged the City to expand its recycling efforts.

Eric Johnson, 705 NW Bryant, stated the City needs to find ways to recycle mixed-waste paper and expressed concern with single-stream recycling because of the increased costs, potential job losses, and potential negative environmental impacts. Mr. Johnson urged the

City to further explore the environmental impacts of recycling.

Don Orlich urged the City to think about a waste-to-energy program in the long term. City Supervisor Sherman thanked the League of Women Voters for their long involvement with recycling in Pullman and made closing comments on the issue.

Mayor Johnson asked for updates from Whitman County on the recycling issue. City Supervisor Sherman noted that Whitman County will be making major decisions in regard to recycling and solid waste management in the near future.

**NEW BUSINESS**

There were no items of new business.

**ADJOURNMENT**

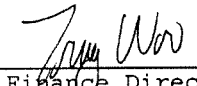
Councilmember Benjamin moved, Councilmember Bloom seconded to adjourn the regular meeting of the City Council.

Motion Carried.

Mayor Johnson adjourned the regular meeting of the City Council at 10:05 p.m.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Finance Director

MINUTES OF THE CITY COUNCIL  
OF THE CITY OF PULLMAN  
SEPTEMBER 29, 2009

**Roll Call**

A regular meeting of the City Council of the City of Pullman was held on September 29, 2009, 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
Ann Heath	Councilmember
Bill Paul	Councilmember
Nathan Weller	Councilmember
Pat Wright	Councilmember

**Call to Order**

Mayor Johnson called the regular meeting to order at 7:30 p.m. Councilmember Bloom moved, Councilmember Wright seconded to excuse Councilmember Waldrop from the meeting.

Motion Carried.

**Announcements**

Mayor Johnson made four announcements including reading a proclamation naming the month of October as "Domestic Violence Awareness Month". He also proclaimed October 15 as "Passionate Pink Pullman Day" as part of Breast Cancer Awareness Month. He introduced Holly Campbell of ATPV to the Council and audience.

**Report**

**Cemetery**

Public Works Director Workman presented the staff report stating that he received two bids within the donors' donation amount and requested approval to proceed with paving Fairmount Cemetery Road. He stated the low bid is Motley-Motley at \$20,120.

Councilmember Wright moved, Councilmember Weller seconded to proceed with the paving of Fairmount Road. The motion carried unanimously.

**ORDER OF BUSINESS**

Approval of Recommendations of Consent Agenda Items

**CONSENT AGENDA**

Mayor Johnson reviewed the items on the Consent Agenda with the Council and audience. He stated that 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 Heath seconded to read the items on the Consent Agenda by title only.

Motion Carried.

City Attorney McAloon read the items on the Consent Agenda by title only. Mayor Johnson asked if there were any requests for removal of items from the Consent Agenda from either the Council or audience. There were none. Councilmember Benjamin moved, Councilmember Wright seconded to adopt the Consent Agenda as presented.

Motion Carried.

Mayor Johnson thanked Transit Manager Thornton for his work in securing grants for Pullman Transit.

### Motions

- |                              |    |   |
|------------------------------|----|---|
| Minutes - September 15, 2009 | 1. | The Council dispensed with the reading of the minutes of the regular meeting of September 15, 2009, and approved them as submitted.   |
| Sidewalks 2009 Complete      | 2. | The Council accepted as complete Contract No. 09-01, Sidewalks 2009.  |
| Rocky Way Barrier Complete   | 3. | The Council accepted as complete Contract No. 09-11, Rocky Way Barrier.   |
| Parks Restrooms Complete     | 4. | The Council accepted as complete Contract No. 07-06, Parks Restrooms.   |
| Claim for Damages - Moore    | 5. | The Council referred a Claim for Damages submitted by Julianne K. Moore for an undetermined amount to the Washington State Transit Insurance Pool (WSTIP).                                  |
| Grant Application - EECBG    | 6. | The Council authorized the submittal of a grant application and letter of commitment for a Washington State Department of Commerce, Energy Efficiency and Conservation Block Grant (EECBG). |



## Resolution

- Resolution No. 7. Resolution No. R-56-09  
R-56-09 - Transit Grant  
Application for Grand Avenue Widening
- A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A CONSOLIDATED FEDERAL TRANSIT ADMINISTRATION, SECTION 5311 OPERATING ASSISTANCE GRANT, STATE SPECIAL NEEDS GRANT, AND STATE RURAL MOBILITY/SALES TAX EQUALIZATION GRANT FOR PULLMAN TRANSIT FIXED-ROUTE AND DIAL-A-RIDE SERVICES.
- Resolution No. R-56-09 was adopted unanimously.

## **REGULAR AGENDA**

### Public Hearing

- Resolution No. 8. Mayor Johnson announced that a public hearing is  
R-57-09 - Opposition to Initiative 1033 scheduled to consider a resolution in opposition to Initiative 1033. City Supervisor Sherman presented the staff report. He went over the state of our current affairs in relation to proposed Initiative 1033. He read Resolution No. R-57-09 to the Council and audience.

Councilmember Bloom asked if an estimate was available as to the effect Initiative 1033 would have on the 2011 budget. City Supervisor Sherman responded that it was difficult to put a dollar out due to population growth, however, if in effect this year with a negative implicit price deflator (IPD), it would have resulted in a decrease to the General Fund of approximately \$60,000. He continued that the effect of a Wal-Mart sales tax revenue would exceed the cap and would not go to the General Fund. Mayor Johnson stated that at an Association of Washington Cities (AWC) meeting the information given would limit population growth as the City would not annex new areas, a normal procedure for growth, as services would not be available to these new areas.

Councilmember Benjamin asked why the OFM report showed zero for 2010. City Supervisor Sherman explained that 2009 was the base year, 2010 the measurement year, and 2011 was the first year for the transfers.

Councilmember Heath asked if we were to increase sales tax revenues by \$500,000 due to new businesses such as Wal-Mart, which is not that unrealistic, that the amount going to the City would be down \$400,000 that we would never see.

Councilmember Heath declared this would be quite substantial and limit services to our City. Councilmember Weller stated that he is a proponent of keeping government small but could voter approval be obtained for an increase in property tax or a sales tax earmarked for specific projects. City Supervisor Sherman responded that only the incremental amount could be used. We have a limited amount of options.

Councilmember Heath asked if we could go to the voters for an increase to be used for a specific purpose. City Supervisor Sherman responded, reading from Initiative 1033, that growth would be limited to inflation, capped by Initiative 747, and population growth, not including voter-approved incremental revisions. All revenues received above this limit are restricted to reduce the subsequent years property tax levy by the excess amount.

Mayor Johnson then opened the public hearing. There were no questions or comments from the public. Mayor Johnson closed the public hearing.

Councilmember Paul commented that this initiative would limit our ability to govern. This is a loss of freedom to administer our funds.

Councilmember Heath stated she had looked at her property statement and 41 percent of the taxes were voted in by the citizens of Pullman. One might complain about the increases, but we are getting to enjoy the results of these increases. The Council has limited growth to 1 percent for the last seven years. If Initiative 1033 passes, police and fire will be hurt and as Councilmember Paul pointed out, the City of Pullman is being told what to do. This type of measure has been proposed in 20 states. Colorado is the only state that passed this type of legislation. They passed this type of legislation six years ago and recently rescinded it. Let's not be the second state to vote this legislation in.

Resolution No. R-57-09 by title only reads as follows:

A RESOLUTION EXPRESSING OPPOSITION TO INITIATIVE 1033, THE TITLE OF WHICH IS "INITIATIVE NO. 1033 CONCERNS STATE, COUNTY AND CITY REVENUE. THIS MEASURE WOULD LIMIT GROWTH OF CERTAIN STATE, COUNTY AND CITY REVENUE TO ANNUAL INFLATION AND POPULATION GROWTH, NOT INCLUDING VOTER-APPROVED

REVENUE INCREASES. REVENUE COLLECTED ABOVE THE LIMIT WOULD REDUCE PROPERTY TAX LEVIES. SHOULD THIS MEASURE BE ENACTED INTO LAW?"

Councilmember Heath moved, Councilmember Bloom seconded to adopt Resolution No. R-57-09. The motion carried unanimously.

### Motion

Restricted Residential Parking - Upper Drive 9. Mayor Johnson announced that a motion is requested to accept a petition to designate Upper Drive as a restricted residential parking area. Public Works Director Workman presented the staff report presenting background material.

Councilmember Benjamin asked how the parking on College Hill impacted this parking problem. City Supervisor Sherman stated that there is already a restricted residential parking permit area on Juniper Way.

Councilmember Paul moved, Councilmember Benjamin seconded to accept the petition to designate Upper Drive as a restricted residential parking area and to refer the petition to the City Traffic Engineer for an engineering and traffic investigation. The motion carried unanimously.

### Discussion

Agenda Items for Joint Meeting with ASWSU 10. Mayor Johnson announced that a discussion is scheduled on agenda items for the joint meeting with ASWSU. City Supervisor Sherman went over proposed agenda items. He proposed the following agenda items.

1. The College Hill Core Neighborhood Plan
2. 2009 College Hill projects to include efforts with ASWSU on lighting improvements and sidewalk repair.
3. Pullman Transit issues including route changes as a result of improvements by the old campus book store.

Councilmember Bloom stated he was glad that the lighting issue was on the agenda as lighting needs to be included. Councilmember Paul suggested a cooperative effort working together with solid waste pickup should be included. Councilmember Benjamin suggested Issues and concerns and feedback on stormwater in relation to car washing. City Supervisor Sherman accepted

the recommendations and stated that he would send them to ASWSU for their additions.

**NEW BUSINESS**

There were no items of new business.

**ADJOURNMENT**

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

Motion Carried.

Mayor Johnson adjourned the regular meeting of the City Council at 8:12 p.m.

---

Mayor

ATTEST:

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Finance Director

REQUEST FOR COUNCIL ACTION

For Meeting of: October 13, 2009

ACTION REQUESTED

Motion approving disbursements represented by accounts payable checks numbered \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ inclusive, payroll checks numbered \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ inclusive, and electronic transfers totaling \$ \_\_\_\_\_ and direct that they be paid upon approval of the Auditing Officer and Audit Committee.

BACKGROUND

Motion will approve payment of claims, wages, and transfers for October, 2009.

RECOMMENDATION

Passage of the motion.

FISCAL IMPACT

\$ \_\_\_\_\_ Budgeted Expenditures

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

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

William F. Mulholland  
Name

1. None

Finance Director  
Title

Finance  
Department

REVIEWED BY

	Initial	Date
Department Head	<u>[Signature]</u>	<u>10/7/09</u>
City Supervisor	<u>[Signature]</u>	<u>10/9/09</u>
City Attorney (As To Form)	<u>[Signature]</u>	<u>10-8-09</u>

3. A motion to refer a Claim for Damages submitted by Joshua Wright for an undetermined amount to the Washington Cities Insurance Authority (WCIA).

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: October 13, 2009

=====

ACTION REQUESTED

A motion to refer a Claim for Damages submitted by Joshua Wright for an undetermined amount to the Washington Cities Insurance Authority (WCIA).

=====

BACKGROUND

On October 6, 2009, Joshua Wright submitted a Claim for Damages in an undetermined amount 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 Joycer  
Name

\_\_\_\_\_  
Deputy City Clerk  
Title

\_\_\_\_\_  
Finance  
Department

=====

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Claim for Damages - Wright

=====

REVIEWED BY

	Initial	Date
Department Head	<u>[Signature]</u>	<u>10/6/09</u>
City Supervisor	<u>[Signature]</u>	<u>10/9/09</u>
City Attorney (As To Form)	<u>[Signature]</u>	<u>10-6-09</u>

**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

10/6/09

12:31

WJW

(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: Wright Joshua Allen 02/05/1987  
Last name First Middle Date of birth (mm/dd/yyyy)  
2. Current residential address: 545 NE Kamiaken St. Apt #16  
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: (360) 433-5558  
Home Business  
6. Claimant's e-mail address: Joshua.Allen.Wright@gmail.com

**INCIDENT INFORMATION**

7. Date of the incident: 10/04/2009 Time: 3:00 ☒ a.m. ☐ p.m. (check one)  
(mm/dd/yyyy)  
8. If the incident occurred over a period of time, date of first and last occurrences:  
from \_\_\_\_\_ time: \_\_\_\_\_ ☐ a.m. ☐ p.m. (check one) to \_\_\_\_\_ time: \_\_\_\_\_ ☐ a.m. ☐ p.m. (check one)  
(mm/dd/yyyy) (mm/dd/yyyy)  
9. Location of incident: Washington, Whitman County Pullman 545 NE Kamiaken St Apt 16  
State and county 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: Pullman Police Department  
12. Names, addresses and telephone numbers of all persons involved in or witness to this incident:  
Joshua Wright 545 NE Kamiaken St. Apt #16 (360) 433-5558  
Shane Campbell 545 NE Kamiaken St. Apt #16 (360) 433-5558  
13. Names, addresses and telephone numbers of all city employees having knowledge about this incident:  
Shane Emerson 260 SE Kamiaken Pullman, WA (509) 241-3724  
(509) 334-0803

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.  
Shane Campbell is my roommate and he saw my broken door  
Shane Emerson is one of the police officers involved in incident

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.  
The Pullman Police Department served a warrant on my apartment  
but in doing so broke my bedroom door. The search found nothing  
illegal to be going on in my apartment.

16. Has this incident been reported to law enforcement, safety or security personnel? If so, when and to whom?  
Pullman City Police Department

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 \$ unknown.

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.

Garn A. White  
Signature of Claimant

10/6/09 545 NE Kamiaken St Apt 16  
Date and residential address, city and county  
Pullman, WA Whitman County



4. A motion to approve an interlocal agreement with the City of Palouse/Rural Fire Protection District No. 4 for emergency medical services.

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: October 13, 2009

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### ACTION REQUESTED

By motion, authorize the execution of the attached interlocal agreement between the City of Pullman and City of Palouse/Rural Fire Protection District #4 for the purpose of providing emergency medical services.

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### BACKGROUND

Discussions have taken place between the Pullman Fire Department Administration and the City of Palouse/Rural Fire Protection District #4 representatives. The representatives of the combined fire district have agreed and executed the attached interlocal agreement.

The EMS Agreement is a one-year extension of an existing agreement. The amount identified in the agreement is \$15,751, an amount within the range of \$15,180 to \$15,781 (CPI plus 2%-4%) that was in the 2007-2009 agreement. The rationale for the amount was due to current economics and the reduction of response by the Pullman Fire Department to specific EMS Calls within the district, which is being done by district personnel.

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### RECOMMENDATION

By motion, authorize the execution of the attached interlocal agreement.

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### FISCAL IMPACT

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

BARS Code Number

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### SUBMITTED

Patrick E. Wilkins

Name

Fire Chief

Title

Fire

Department

---

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

EMERGENCY MEDICAL SERVICE CONTRACT  
with City of Palouse/Rural Fire Protection District #4

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### REVIEWED BY

Department Head	<u>Initial</u> <u>[Signature]</u>	<u>Date</u> <u>10-7-09</u>
City Supervisor	<u>[Signature]</u>	<u>10-9-09</u>
City Attorney (As To Form)	<u>[Signature]</u>	<u>10-5-09</u>

EMERGENCY MEDICAL SERVICE CONTRACT  
With City of Palouse/Whitman County Rural Fire District #4

THIS CONTRACT made and entered into by and between the city of Pullman, a municipal corporation of the state of Washington, hereinafter referred to as the "PROVIDER", the City of Palouse, a municipal corporation of the state of Washington, and Whitman County Rural Fire District #4, a political subdivision of the state of Washington, hereinafter referred to as "RECIPIENTS"; WITNESSETH:

RECITALS

WHEREAS, the RECIPIENTS desire to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, sufficient RECIPIENT resources are not available to provide such services; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Identification. The PROVIDER shall perform such services and accomplish such tasks within the boundaries of the RECIPIENTS as are identified, designated, and detailed in Attachment "A" attached hereto and made a part hereof and hereinafter referred to as SERVICES.

1.2 Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this contract, only when in the sole judgment of the PROVIDER, PROVIDER has available equipment and personnel necessary to provide said SERVICES without jeopardizing the responsibility of the

PROVIDER to perform similar services and fire suppression services within the city of Pullman.

2. COMPENSATION AND TIME OF PAYMENT.

2.1 Compensation. The RECIPIENTS shall compensate the PROVIDER for the SERVICES for the term of this Contract as follows:

<u>YEAR</u>	<u>FEE AMOUNT</u>
2010	\$15,751

2.2 Time of Payment. RECIPIENTS shall pay PROVIDER for the SERVICES the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Contract and the second no later than November 1 of each year of the Contract.

3. DURATION OF CONTRACT AND FUTURE SUPPORT.

3.1 Term. The term of this Contract and the performance of the PROVIDER shall commence on January 1, 2010, and terminate on December 31, 2010. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Contract.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Contract.

4. RELATIONSHIP OF PARTIES.

4.1 The parties intend that an independent contractor relationship be created by this Contract. No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract.

5. ASSIGNMENT AND SUBCONTRACTING.

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

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENTS.

6. INDEMNIFICATION.

6.1 All SERVICES to be rendered or performed under this Contract will be performed or rendered entirely at the PROVIDER'S own risk and the PROVIDER expressly agrees to indemnify and hold harmless the RECIPIENTS and all of their 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 RECIPIENTS or any person which result from or arise out of the SERVICES to be performed by the PROVIDER under this Contract; provided, this section shall not apply to liability resulting from errors or omissions of the RECIPIENTS, their officers, or employees.

The RECIPIENTS expressly agree to indemnify and hold harmless the PROVIDER 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 PROVIDER which result from the negligence, or errors or omissions, of the RECIPIENTS.

7. TERMINATION OF CONTRACT AND CLOSE OUT.

7.1 Termination. Either party reserves the right to terminate this Contract in whole or in part at any time, with or without cause, by giving at least thirty (30) calendar

days notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.

7.2 Close-Out. In the event that this Contract is terminated in whole or in part for any reasons, the following provisions shall apply:

7.2.1 Upon written request by the PROVIDER, the RECIPIENTS shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.

7.2.2 The PROVIDER shall immediately refund to the RECIPIENTS any monies paid in advance for SERVICES not performed.

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

PROVIDER:  
City of Pullman  
325 SE Paradise Street  
Pullman, WA 99163  
ATTN: Fire Chief

RECIPIENT:  
City of Palouse  
P.O. Box 250  
Palouse, WA 99161-0205  
ATTN: Gloria Hodges

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

- (1) By personal delivery to and an acknowledgement 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.

9. JURISDICTION.

9.1 Applicable Law. This Contract 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 Contract shall be governed by laws of the state of Washington, both as to interpretation and performance.

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

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

10.2 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.

11. ENTIRE AGREEMENT.

The parties agree that this Contract including Attachment "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 Contract 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 the provision of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: \_\_\_\_\_

Provider:  
CITY OF PULLMAN

\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:

\_\_\_\_\_  
Finance Director

Approved as to Form:

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

DATED: 9/15/2009

Recipient:  
CITY OF PALOUSE

Michael Echanove  
Mayor Michael Echanove

ATTEST:

Joyce A. Beeson  
City Clerk Joyce A. Beeson

Approved as to Form: ~~only~~ :

Stephen Bishop  
City Attorney Stephen Bishop

WHITMAN COUNTY FIRE DISTRICT #4

Bar Barton  
Commissioner

Beth  
Commissioner

\_\_\_\_\_  
Commissioner



## ATTACHMENT "A": SERVICES

1. SERVICE AREA: The following SERVICES shall be provided within the City of Palouse and Rural Fire District #4 during the term of this Contract.
2. SERVICES:
  - 2.1 PROVIDER Services. The PROVIDER shall provide:
    - 2.1.1 Advanced Life Support Service. Advanced life support is a system of care providing those emergency measures which consist of: (1) basic life support, (2) the use of adjunctive equipment and special techniques, (3) heart monitoring, and (4) intravenous fluids and drug therapy (these areas require advanced training beyond the EMT level). Personnel administering this service are qualified and certified as set forth in Chapter 18.71 RCW and W.A.C. 246-977.
    - 2.1.2 Transportation of injured or ill persons in an ambulance licensed in accordance with the requirements of Chapter 18.73 RCW and W.A.C. 246-975-020 from the point where either Advanced Life Support service or Basic Life Support service is rendered to an initial medical care facility.
  - 2.2 RECIPIENTS Responsibilities. To aid the PROVIDER in providing the SERVICES set forth in Paragraph 2.1 of this Attachment "A", the RECIPIENTS shall provide initial Basic Life Support service. Basic Life Support service is the first level of response in the layered emergency medical services system in operation. Personnel providing this level (1) recognize respiratory and cardiac arrests, (2) initiate and continue the proper techniques of CPR to maintain life until the person recovers or until advanced life support is available, and (3) provide basic first aid. Personnel administering this service are qualified and certified as set forth in Chapter 18.71 RCW and W.A.C. 246-975.

5. A motion to approve a Memorandum of Understanding with the City of Palouse EMS for providing emergency medical services to Palouse EMS jurisdictional boundaries.

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: October 13, 2009

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### ACTION REQUESTED

By motion, authorize the execution of the attached Memorandum of Understanding between the City of Pullman and City of Palouse EMS for the purpose of providing emergency medical services to Palouse EMS jurisdictional boundaries.

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### BACKGROUND

Discussions have taken place between the Pullman Fire Department Administration and City of Palouse EMS representatives. The representatives have agreed and executed the attached MOU.

This MOU identifies action items in regard to responses, personnel, transportation, and radio traffic.

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### RECOMMENDATION

By motion, authorize the execution of the attached Memorandum of Understanding.

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### FISCAL IMPACT

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

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

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### SUBMITTED

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Patrick E. Wilkins

Name

Memorandum of Understanding with City of Palouse EMS

Fire Chief

Title

Fire

Department

---

### REVIEWED BY

Department Head

Initial [Signature]

Date

10-7-09

City Supervisor

Initial [Signature]

10-8-09

City Attorney  
(As To Form)

Initial [Signature]

10-5-09

**Memorandum of Understanding  
Between the City of Pullman and City of Palouse EMS**

The City of Pullman and Palouse EMS agree to the following actions relating to cooperative efforts between each agency's EMS units.

**A. Intent**

The purpose of the MOU is to provide a mechanism for the departments to provide EMS to Palouse EMS jurisdictional boundaries.

**B. Action Items**

- Pullman Ambulance will automatically respond to all Alpha, Bravo, Charlie, Delta, Echo EMS Calls occurring within Palouse EMS boundaries. Palouse EMS will respond triage and release Pullman responders while in transit if not needed.
- Pullman Rescue Unit will only respond to MVA's within Palouse EMS jurisdictional boundaries for the provision of extrication.
- Palouse EMS personnel will accompany Pullman Ambulance on serious medical calls if needed and will undergo training to become proficient in the skills required for such duty.
- Whenever possible, Pullman Fire will provide timely transportation of Palouse personnel from PRH to Palouse Fire Station to minimize reduced emergency personnel in Palouse.
- All radio traffic between the two responding agencies will be via the Kamiak repeater.
- This MOU will take affect 10/1/2009 with a 6-month review and reconsideration.

This agreement shall remain in place unless modified by the parties in the future.

DATED: \_\_\_\_\_ DATED: 8/25/2009

Provider: \_\_\_\_\_ Recipient: \_\_\_\_\_

CITY OF PULLMAN

CITY OF PALOUSE EMS

\_\_\_\_\_  
Mayor Glenn A. Johnson

Mark Bering  
Councilmember

ATTEST:

\_\_\_\_\_  
Finance Director

[Signature]  
Councilmember

Approved as to Form:

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

Darin Baggett  
Councilmember

6. A motion to authorize a grant from the Washington Traffic Safety Commission for a "Click it or Ticket" grant.

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: October 13, 2009

### ACTION REQUESTED

The City Council authorize, by motion, necessary action to be taken for a Washington Traffic Safety Commission agreement to provide overtime funding to Pullman Police Department to conduct nighttime seatbelt-focused patrols during the time period of October 23 – November 8, 2009

### BACKGROUND

Washington Traffic Safety Commission has solicited grant funds to reimburse the city for police officers overtime (\$2000) to work emphasis traffic enforcement targeting nighttime seatbelt use as part of their state wide "Click it or Ticket" Campaign. Because of the short time frame for grant response, the agreement was submitted on August 27, 2009 and there was not time to prepare a presentation to the Council before submitting the grant. This request is to approve the action taken.

### RECOMMENDATION

The City Council authorize, by motion, necessary action to be taken for a Washington Traffic Safety Commission Click it or Ticket Grant.

### FISCAL IMPACT

There are no matching fund requirements.

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

BARS Code Number 001-2100-521.71.12.00

### SUBMITTED BY

William T. Weatherly Jr.  
Name




### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Copy of WASPC Equipment Grant Agreement Form

Chief of Police  
Title

Police  
Department

### REVIEWED BY

	Initial	Date
Department Head		<u>9-7-09</u>
City Supervisor		<u>10-9-09</u>
City Attorney (As To Form)		<u>10-8-09</u>

MEMORANDUM OF UNDERSTANDING (MOU)

This agreement is made and entered into by and between:

The Washington Traffic Safety Commission

PO Box 40944, Olympia, WA 98504-0944

Hereinafter referred to as "WTSC"

And:

Pullman Police Department

Insert your agency name here - hereinafter referred to as "Contractor"

It is the purpose of this agreement to provide overtime funding to law enforcement agencies to conduct nighttime seat belt-focused patrols during the following time period: October 23, 2009 and November 8, 2009. The goal of the enforcement is to intercept seat belt law violators at night.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. Contractor will provide commissioned police officer(s) (active or paid reserve) with appropriate equipment on an "overtime" basis (not to exceed 1.5 times their normal salary) to participate in seat belt patrols at night. No on-duty personnel will be funded under this agreement or grant.
2. The patrols will take place between October 23 and November 8, 2009. Funding is not available before or after this period and funding may not exceed the amount specified in the approval letter from WTSC.
3. Funded personnel agree to follow procedures outlined in the grant approval letter. Patrol dates and locations may change, pending availability of personnel. Patrols will be no more than five hours long.
4. Participants agree to take a "zero tolerance" approach with seat belt and child car seat law violators.
5. It is understood that violator contacts may result in other traffic related activity, such as DUI. Activity other than that initiated through nighttime seat belt emphasis patrols (investigating collisions, emergency calls, etc.) will be the responsibility of the contracting agency and will not be reimbursed.
6. Contractor must submit for reimbursement no later than December 5, 2009.
7. Billings must include:
  - a. Invoice Voucher (A 19-1A Form). Please note that we cannot accept a FAX. Your agency is the "Claimant," include a Federal Tax ID number and an original signature of your agency head, command officer or contracting officer on the A 19-1A. A sample filled out A-19 can be emailed to you, if needed. The CPDA number for these funds is 20602.
  - b. Payroll support documents (evidence the officers were paid, such as overtime slips or payroll documents).
  - c. Emphasis Patrol Activity logs. Please use the appropriate log and send in your ticket data with your A-19. Do not send copies of tickets.
8. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the WTSC, one representative from the Contracting Agency and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.
9. Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination, the terminating party shall be liable for the performance rendered prior to the date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT:

Pullman P.D.  
Contacting agency

CRDR. CHRIS TENNANT  
Contracting agent (print/type name)

C.R. Tennant 8-27-09  
Signature Date

Jenna VanDyk  
Jenna VanDyk, Occupant Protection

WA Traffic Safety Commission

Date 9/3/09

7. A motion to ratify Change Order No. 1 to Contract No. 09-02, Sidewalk Infilling 2009.

NOTES:



## REQUEST FOR COUNCIL ACTION

For Meeting of: 10/13/09

### ACTION REQUESTED:

Ratify approval of change order no. 1 to the Sidewalk Infilling 2009 contract.

### BACKGROUND:

The scope of contract 09-02, Sidewalk Infilling 2009, provided for the construction of selected sidewalk sections on College Hill, Pioneer Hill, and Sunnyside Hill to infill various gaps in the sidewalk system. This project is part of the 2007 Parks and Path Bond Issue approved by the voters of Pullman in which a minimum of \$250,000 was dedicated to sidewalk infilling. Sidewalk infilling was performed on Military Hill last year. Due to the depressed economy, bids for this project this year were significantly lower than anticipated. The low bid, and the original contract amount, was \$157,831.00. The Engineer's Estimate was \$217,015.30. With such good bid prices, there was an opportunity to include additional work in the project scope. A street section that had been a concern for pedestrians for quite some time was South Street and Rocky Way between High Street and Water Street. This section of street is an arterial street and a bus route that had no sidewalks and a blind corner with a tall bank where pedestrians were forced to walk in the street. Construction of sidewalk on this section required significant excavation and retaining walls, making the cost more than the City had been able to bear in the past. With the opportunity presented by the Sidewalk Infilling 2009 contract, construction of this sidewalk section was added to the project scope. Change order number one accounts for the increased bid quantities on the major contract items. General landscape restoration and irrigation system repairs, which is a time and materials item in the contract, exceeded the original estimate due to the added scope and also due to the effort required to properly restore neighboring property impacted by the sidewalk work. Change order number one also adjusts this item. Sidewalk repairs related to water line repairs was also added to the project scope. The total of change order number one is \$105,327.29. Funding for this additional work will be from the 2007 Bond fund as well as from sidewalk infilling funds budgeted in the Streets and the Arterial Streets budgets and from the Water budget.

### RECOMMENDATION:

By motion, ratify approval of change order number one to contract 09-02, Sidewalk Infilling 2009.

### FISCAL IMPACT:

<u>\$39,614.05</u>	<u>\$18,648.24</u>
<u>316-3359-595.61.63.00</u>	<u>104-4500-595.61.63.00</u>
BARS Code Number	BARS Code Number
<u>\$40,000.00</u>	<u>\$7,065.00</u>
<u>105-4300-595-61.63.00</u>	<u>401-3400-501.34.48.00</u>
BARS Code Number	BARS Code Number

### SUBMITTED BY:

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

Name Mark Workman  
Title Public Works Director  
Dept. Public Works

1.

### REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>10/8/09</u>
City Supervisor	<u>J.S.P.</u>	<u>10/19/09</u>
City Attorney	<u>May</u>	<u>10-8-09</u>
(As to Form)		

S.R. #069

City of Pullman  
**CONTRACT CHANGE ORDER NO. # 1**

**Date:** 10/06/2009

**Contract No.:** 09-02

**Contract Title:** Sidewalk Infilling 2009

**To: (Contractor)** Ace Elliott Land

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Sidewalk Repairs for M&O ( Lump Sum).		7,065.00
2	Increase bid quantities due to the addition of Rocky Way Drive and South Street to the contract and due to additional landscaping and retaining walls required		
	Extra mobilization.		4,000.00
	Increase the quantity of "Excavation and Haul" from 990 cy to 1,418 cy.		10,700.00
	Increase the quantity of "Portland Cement Concrete Sidewalk 4" " from 1,429 sy to 1,780 sy.		13,338.00
	Increase the quantity of "Portland Cement Concrete Sidewalk 5 1/2" " from 369 sy to 446 sy.		3,773.00
	Increase the quantity of "Remove and Replace PCC Curb and Gutter" from 161 lf to 323 lf.		8,910.00
	Increase the T&M amount of "Remove-Restore Landscaping / Irrigation" from \$16,550 to \$39,963.29.		23,413.29
	Increase the quantity of "Modular Block Retaining Wall" from 740 sf to 2,004 sf.		34,128.00
<b>TOTAL DECREASE</b>		<b>\$0.00</b>	
<b>TOTAL INCREASE</b>			<b>\$105,327.29</b>
<b>Net Increase/Decrease</b>			<b>\$105,327.29</b>
<b>Sales Tax at 0.0% (if applicable)</b>			<b>\$0.00</b>
<b>Total Change to Contract</b>			<b>\$105,327.29</b>

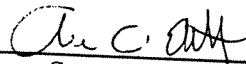
☒ Price changes are lump sum.

☒ Price changes in Columns 3 and 4 are estimates; final costs will be based on contract unit prices and final quantities.

☒ Price changes in Columns 3 and 4 are estimates; this change order work will be performed by force account.

The sum of \$105,327.29 is hereby added to the total contract price, and the total adjusted contract price to date thereby is \$263,158.29.

The time provided for completion in the contract is unchanged. This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by:   
Contractor's Representative

10/5/09

Title: Owner

Approved by:   
Director of Public Works

10/5/09

8. A motion to accept as complete Contract No. 09-13, Jackson Street Water Main.

NOTES:

## REQUEST FOR COUNCIL ACTION

For Meeting of: 10/13/09

### ACTION REQUESTED:

Accept the Jackson Street Water Main contract as complete.

### BACKGROUND:

The scope of contract 09-13, Jackson Street Water Main, provided for the construction of a new 10-inch water line in Jackson Street from Kamiaken Street to High Street. This improvement was recommended in the 2008 Water System Plan Update in order to correct a fire flow deficiency in this neighborhood. The new line also replaced an existing 2-inch galvanized water line in Jackson Street. The contractor for this project was Ace Elliott Land and all work has now been completed in substantial conformance with the contract documents. The final contract amount was \$47,856.70 compared to the bid amount of \$44,412.52. A copy of the Final Estimate of Work Completed is attached for reference showing how final bid quantities compared to estimated bid quantities. Funding for this project was from the Utility Capital Projects budget of the Utility Fund.

### RECOMMENDATION:

By motion, accept contract 09-13, Jackson Street Water Main, as complete.

### FISCAL IMPACT:

\$47,856.70
403.3364.594.34.63.00
BARS Code Number

### SUBMITTED BY:

Name Mark Workman  
Title Public Works Director  
Dept. Public Works

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Final Estimate of Work Completed

### REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>10/8/09</u>
City Supervisor	<u>JFS</u>	<u>10/9/09</u>
City Attorney	<u>Maj</u>	<u>10-8-09</u>
(As to Form)		

**CITY OF PULLMAN**  
**JACKSON STREET WATERMAIN**

Contract Title:  
Contract No.:  
Contractor:

Jackson Street Watermain  
09-13  
Ace Elliott Land

Progress Payment No.: 2  
Month of: Oct. '09  
P.O. No.: en-80792

Item No.	Bid Item	Estimated Quantity	Unit Price	Amount	Total Units to Date	Total Amount to Date
1	Mobilization	1 L.S.	3,194.00	3,194.00	1.00	\$ 3,194.00
2	Traffic Control	1 L.S.	500.00	500.00	1.00	500.00
3	Erosion Control	1 L.S.	100.00	100.00	1.00	100.00
4	Remove and Replace Curb & Gutter	8 L.F.	70.00	560.00	9.50	665.00
5	Remove Portland Cement Concrete Pavement	20 S.Y.	25.00	500.00	15.40	385.00
6	Remove Asphalt Concrete Pavement	240 S.Y.	5.00	1,200.00	309.30	1,546.50
7	Asphalt Concrete Pavement Patch - Class 1/2" Commercial	35 Ton	225.00	7,875.00	47.81	10,757.25
8	Furnish and Install 10"PVC Watermain	442 L.F.	25.00	11,050.00	442.00	11,050.00
9	Furnish and Install Fire Hydrant Assy.	1 L.S.	2,000.00	2,000.00	1.00	2,000.00
10	System Connection 'A' - High Street	1 L.S.	2,000.00	2,000.00	1.00	2,000.00
11	System Connection 'B' -Kamiaken Street	1 L.S.	2,000.00	2,000.00	1.00	2,000.00
12	Furnish and Install Air Relief Assembly	1 L.S.	1,000.00	1,000.00	1.00	1,000.00
13	Unsuitable Foundation Excavation and Replacement	50 C.Y.	8.00	400.00	0.00	-
14	Select Trench Backfill Material	640 Ton	13.00	8,320.00	668.94	8,696.22
15	Trench Safety	1 L.S.	500.00	500.00	1.00	500.00
<b>PREVIOUS PAYMENTS:</b>				<b>SUMMARY:</b>		
1	\$45,637.00	7		Total Work to Date	\$	44,393.97
2		8		Less Retainage (5%)		
3		9		Sales Tax 7.8%		3,462.73
4		10		Due to Date		47,856.70
5		11		Less Previous Payments		45,637.00
6		12		<b>Amount Due This Payment</b>	<b>\$</b>	<b>2,219.70</b>
Total Previous Payments: \$ 45,637.00						

BARS Code 401.3400.594.34.65.00

Checked: \_\_\_\_\_  
Inspector

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

Approved: Mark Workman  
Engineer

Date: 10/8/09

Approved: \_\_\_\_\_  
Contractor

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