

RESOLUTION NO. R- 28 -09

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY, THE PORT OF WHITMAN, THE CITY OF MOSCOW, IDAHO AND LATAH COUNTY, IDAHO RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT.

WHEREAS, the City Council for the city of Pullman has before it an Interlocal Agreement entitled "Pullman-Moscow Regional Airport Agreement Relating to the Funding of the Airport Fire Flow Project" which is hereto attached 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 Interlocal Agreement; now, therefore,

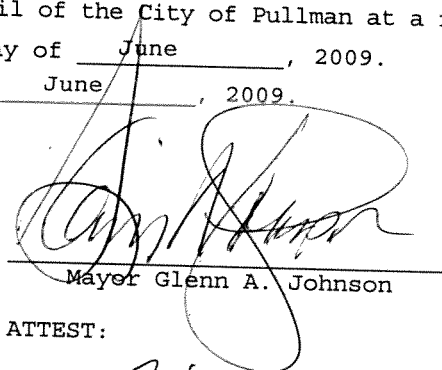
IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Interlocal Agreement attached hereto as Exhibit "A" and to deliver an executed copies thereof to the parties designated therein.

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 Interlocal Agreement.

BE IT FURTHER RESOLVED that an executed copy of said Agreement shall be posted on the official website of the city of Pullman and shall be effective upon posting.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 2nd day of June, 2009.

DATED this 3rd day of June, 2009.



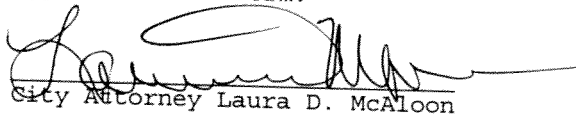
Mayor Glenn A. Johnson

ATTEST:



Finance Director Troy Woo

Approved as to Form:



City Attorney Laura D. McAloon

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

701592

Agreements Rec Fee: \$ 125.00
10/25/2010 11:47 AM Page: 1 of 14
Eunice L. Coker, Whitman County Auditor



Document Title: ADDENDUM TO PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT.

Reference Number(s) of Related Documents:

Grantors: City of Pullman, a municipal corporation of the state of Washington; City of Moscow, a municipal corporation of the State of Idaho; Latah County, Idaho, a political subdivision of the State of Idaho; Washington State University, an institution of higher education of the State of Washington; and the Port of Whitman County, Washington

Grantee: The Public

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A



PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT
RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT

RECITALS

WHEREAS, the parties to the Pullman-Moscow Regional Airport Cooperation Agreement are the city of Pullman, a municipal corporation of the state of Washington (hereinafter referred to as "Pullman"), the city of Moscow, a municipal corporation of the state of Idaho (hereinafter referred to as "Moscow"), the Port of Whitman County, Washington, a municipal corporation of the state of Washington (hereinafter referred to as "Port"), Latah County, Idaho a political sub-division of the state of Idaho (hereinafter referred to as "Latah County"), and Washington State University, an institution of higher education of the state of Washington (hereinafter referred to as "WSU"); and,

WHEREAS, in 1987 the parties together with the University of Idaho entered into an agreement for the construction of a new airport terminal and terminal area improvements at the Pullman-Moscow Regional Airport (hereinafter referred to as "Airport"); and,

WHEREAS, the 1987 agreement was entitled "Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility" (hereinafter referred to as "Supplemental New Airport Terminal Agreement"); and,

WHEREAS, the "Supplemental New Airport Terminal Agreement" contained provisions for the financing of the new terminal and terminal area improvements through debt



issued by Pullman and annual payments by all Parties to Pullman's debt service payments.

WHEREAS, the final payment for the airport terminal bond was made in 2008; and,

WHEREAS, the parties desire to enter into a new agreement to finance a capital improvement project to address fire flow needs for the "Airport"; and,

WHEREAS, the parties desire to continue along similar financing provisions as were contained in the "Supplemental New Airport Terminal Agreement" in order to address the costs of the fire flow project for the airport (hereinafter referred to as "Airport Fire Flow Project";

NOW, THEREFORE, "Pullman", "Moscow", the "Port", "Latah County", and "WSU" hereby agree as follows:

1. That it is in the public interest and of necessity and for a public purpose that the substandard fire flow system at the "Airport" be improved.
2. That the "Airport Fire Flow Project" shall be constructed as more fully described in Paragraph 3.
3. "Airport Fire Flow Project" consists of the development of a closed, fire pump/storage system or a gravity flow system that will serve only the airport. The system includes a reduced pressure principle backflow prevention assembly (RPDA), or an approved air gap, with master water meter. A



transmission pipe will be constructed in order to supply the 3500 gpm flow without excessive velocities and head loss. An approximately 420,000-usable gallon reservoir will be constructed north of the Airport Road. The storage reservoir will be designed to satisfy the Federal Aviation Administration primary surface requirements. Fire hydrants will be constructed as stipulated by the Pullman Fire Department to provide fire flow coverage.

4. Duration and Termination.

This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement. Pursuant to the provisions of RCW 39.34.040, the Agreement shall enter into force as to the Washington entities when it has been filed with city clerks of "Pullman" and "Moscow", the secretary of the "Port", the secretary of the Board of County Commissioners of Latah County, Idaho, the secretary of the Board of Regents of "WSU", the Auditor of Whitman County, Washington, the Secretary of State for the State of Washington and the Secretary of State for Idaho and shall become binding as to the Idaho entities when an opinion of the Attorney General of the State of Idaho has been rendered or failed to be rendered to the effect that this Agreement does not violate the provisions of the Constitution of the United States or the Idaho Constitution and statues, and notification of said opinion has



been given all as provided in Section 67-2329, Idaho Code. Once effective, this Agreement shall remain effective until the final twentieth year payment to "Pullman" is made by each of the other parties to this agreement. Based upon the first payment to "Pullman" being made in 2009, it is anticipated that this agreement will terminate when the last twentieth year payment is made in 2028.

5. Financing.

In the June 2008 Taylor Engineering, Inc. analysis the total cost of the "Airport Fire Flow Project" was estimated to be \$1,447,800 not including land acquisition costs, financing costs or inflationary increases.

- (a) "Pullman" shall pursue financing of the cost of the ""Airport Fire Flow Project"" and shall receive contributory payments from the other parties equal to \$1,080,000, which represents the total sum paid by the other parties towards the airport terminal project. "Pullman" may arrange the financing of the "Airport Fire Flow Project" cost in any manner it deems appropriate including bonding for whatever period it deems appropriate, grants, reserves or any combination thereof.
- (b) The "Port" will pay to "Pullman" the sum of \$15,750 annually each year from 2009 through



2028 as its contributory share for the construction of the "Airport Fire Flow Project". Each annual payment shall be made no later than January 31st of each year, commencing in 2009.

(c) "Moscow" shall annually endeavor to make, but is not obligated to make due to the constraints of Article 8, §3 of the Idaho Constitution, a payment to "Pullman" of the sum of \$15,750 as its contributory share for the construction of the "Airport Fire Flow Project". "Moscow" promises to present an annual request for appropriation of its contributory share to its legislative body during budget preparation. Each annual payment shall be made no later than January 31st of each year, commencing in 2009.

(d) "Latah County" shall annually endeavor to make, but is not obligated to make due to the constraints of Article 8, §3 of the Idaho Constitution, a payment to "Pullman" of the sum of \$7,500 as its contributory share for the construction of the "Airport Fire Flow Project". "Latah County" promises to present an annual request for appropriation of its contributory share to its legislative body during budget preparation. Each annual payment shall be made no later than January 31st of each year, commencing in 2009.



- (e) "WSU" will pay to "Pullman" the sum of \$7,500 annually each year from 2009 through 2028 for the services of the "Airport Fire Flow Project". Each annual payment shall be made no later than January 31st of each year, commencing in 2009.
- (f) With the unanimous vote of the "Parties" an additional contribution of \$7,500 may be authorized from the Airport Budget in those years when the "Parties" deem it appropriate in order to make up for the \$7,500 annual contribution of the University of Idaho.
- (g) In recognition of the greater contributory share that "Pullman" will be required to pay for the "Airport Fire Flow Project", and as was provided under the terms of the "Supplemental New Airport Terminal Agreement", and the assumption of full responsibility for debt obligations for the "Airport Fire Flow Project", "Pullman" shall receive from the "Board" the sum of \$10,000 annually from landing and facility fees which are levied by the "Board" after the effective date of this Agreement. Any grants obtained or renewed by Pullman for this Project shall be used to reduce Pullman's debt payment contributions.

PROVIDED, HOWEVER, that if the "Airport Fire Flow Project" is not operating by December 1, 2012, no further monies to be paid "Pullman" as set forth in sections 5(b),



through 5(f) shall be paid to "Pullman" and all monies previously paid to "Pullman" as set forth in sections 5(b), through 5(f) shall be refunded to the respective payors together with interest thereon at the rate realized by "Pullman" in the sale of the bonds sold to finance the local share of the monies necessary to construct the "Airport Fire Flow Project" less the costs of the sale incurred by "Pullman" apportioned between the payors and "Pullman" according to the sums each has then paid toward the debt retirement and any sums the "Board" has paid "Pullman" for increased landing and rental fees.

(h) The "Port", "Moscow", "Latah County", and "WSU" shall each be entitled to make prepayment of all of their respective annual obligations in the amounts as committed, expected, or subscribed in sections 5(b) [the "Port"--\$15,750], 5(c) ["Moscow"--\$15,750], 5(d) [Latah County"--\$7,500], and 5(e) ["WSU"--\$7,500], by paying the total remaining balance by no later than January 31st in any given year. The total remaining balance for the purpose of determining the amount of a prepayment is the present value of the unpaid balance which shall be calculated as follows:

[PRESENT VALUE (prepayment total)]
= scheduled payment X number of
years remaining X current one-year
Treasury Note Rate as of December
31. As an example, 10 years



remaining on \$15,750 annual payment with 8.5 percent Treasury Note Rate would yield a present value of \$103,341.

6. Termination by Pullman.

Pullman retains the right to terminate this Agreement prior to the award of a contract for construction upon written notice in the event:

(a) Pullman is unable to obtain tax-exempt financing for the "Airport Fire Flow Project"; or

(b) Pullman determines that the total costs of the "Airport Fire Flow Project" exceed its ability to make required debt service payments in excess of the annual contributions of the other parties.

PROVIDED, HOWEVER, that if the "Airport Fire Flow Project" is not operating by December 1, 2012, no further monies to be paid "Pullman" as set forth in sections 5(b), through 5(f) shall be paid to "Pullman" and all monies previously paid to "Pullman" as set forth in sections 5(b), through 5(f) shall be refunded to the respective payors together with interest thereon at the rate realized by "Pullman" in the sale of the bonds sold to finance the local share of the monies necessary to construct the "Airport Fire Flow Project" less the costs of the sale incurred by



"Pullman" apportioned between the payors and "Pullman" according to the sums each has then paid toward the debt retirement and any sums the "Board" has paid "Pullman" for increased landing and rental fees.

7. Ownership of the Fire Flow System.

The ownership of the improvements referred to herein as the "Airport Fire Flow Project" shall be vested solely in the city of Pullman and shall become part of Pullman's municipal water system upon completion of construction.

IN WITNESS WHEREOF, each of the parties have executed nine copies of this Addendum to the "Agreement" by their duly authorized officials on the date and year indicated following his or her signature.

THE CITY OF PULLMAN, WASHINGTON

By [Signature]

Date 8-2-09

ATTEST: [Signature]

THE PORT OF WHITMAN COUNTY, WASHINGTON

By [Signature]

Date 10/09/09

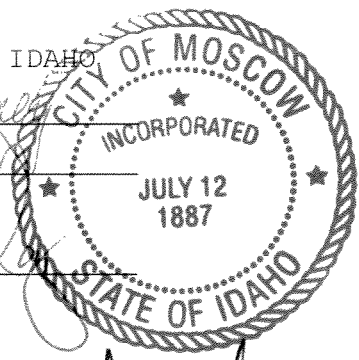
ATTEST: [Signature]

THE CITY OF MOSCOW, IDAHO

By [Signature]

Date 7-21-09

ATTEST: [Signature]



LATAH COUNTY, IDAHO

By [Signature]

Date 5-11-09

ATTEST: [Signature]
K. Eickert, Deputy



WASHINGTON STATE UNIVERSITY

By Richard A. Heath

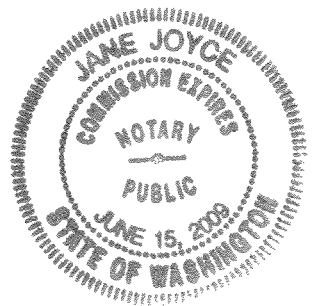
Date 5/14/09 Richard A. Heath
Sr. Associate Vice President
Washington State University

ATTEST:
[Signature]

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me Glenn A. Johnson
MAYOR, and Troy Woo, FINANCE DIRECTOR/CITY CLERK,
respectively for the CITY OF PULLMAN, A MUNICIPAL CORPORATION OF
THE STATE OF WASHINGTON, the municipal corporation that executed
the foregoing instrument and acknowledged said instrument to be
the free and voluntary act and deed of said municipal corporation,
for the uses and purposes therein mentioned, and on oath stated
that they are authorized to execute the said instrument, and that
the seal affixed is the corporate seal of said municipal
corporation.

GIVEN under my hand and official seal this 2nd day of
June, 2009.



Jane Joyce
JANE JOYCE

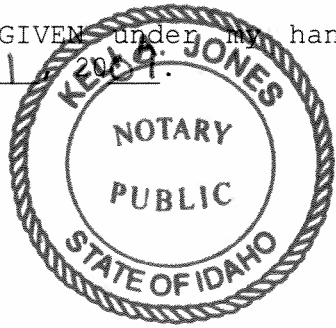
Notary name printed
NOTARY PUBLIC in and for the State
of Washington, residing at Pullman
My commission expires: 6-15-2009



STATE OF IDAHO)
) ss.
County of Latah)

On this day personally appeared before me Nancy Chaney, MAYOR, and Stephanie Kalasz, ~~FINANCE DIRECTOR/CITY CLERK~~, respectively for the CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 21 day of April, 2009.



Kevin A. Jones
NOTARY PUBLIC in and for the State of Idaho, residing at Fullman.
My commission expires: 8-14-2012

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me John Love, Comm President for the PORT OF WHITMAN COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 4th day of June, 2009.



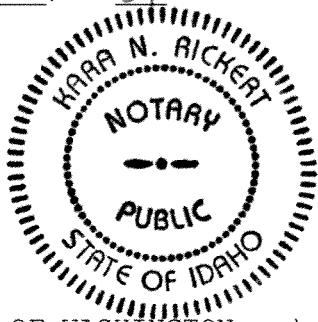
Debbie A Snell
Debbie A Snell
Notary name printed
NOTARY PUBLIC in and for the State of Washington, residing at Colfax WA
My commission expires: 9-15-12



STATE OF IDAHO)
) ss.
County of Latah)

On this day personally appeared before me Tom Stroschein, John A Nelson, and Jennifer Barrett, COMMISSIONERS respectively for the COUNTY OF LATAH, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, the political subdivision that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this 11th day of May, 2009.

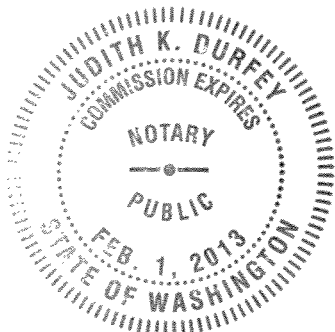


Kara N. Rickert
NOTARY PUBLIC in and for the State of Idaho, residing at Moscow.
My commission expires: 9-07-11.

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me Richard A. Heath
TITLE: Sr. Assoc Vice President of WASHINGTON STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF WASHINGTON, the institution that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said institution, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 14th day of May, 2009.



Judith K. Duffey
Judith K. Duffey
Notary name printed
NOTARY PUBLIC in and for the State of Washington, residing at Pullman, WA
My commission expires: 2/1/2013.



OFFICE OF THE WHITMAN COUNTY AUDITOR

EUNICE L COKER

PO BOX 350

COLFAX, WA 99111

PHONE: (509) 397-6270 FAX: (509) 397-6351

TODAY'S DATE: 10.25.10

REQUEST FOR NONSTANDARD RECORDING

I,(print name) JANE JOYCE am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

JANE JOYCE

PRINT NAME

Jane Joyce

SIGNATURE

Note: This request will be attached to the document and included in the filing.