

**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: \_\_\_\_\_ Mayor Glenn A. Johnson

Councilmembers

\_\_\_\_\_ Jeff Hawbaker

\_\_\_\_\_ Al Sorensen

\_\_\_\_\_ Fritz Hughes

\_\_\_\_\_ Nathan Weller

\_\_\_\_\_ Eileen Macoll

\_\_\_\_\_ Pat Wright

\_\_\_\_\_ Ann Parks

Roll Call: Whitman County Commissioners

\_\_\_\_\_ Dean Kinzer

\_\_\_\_\_ Michael Largent

\_\_\_\_\_ Art Swannack

B. Announcements

C. Joint Meeting Discussion Topics

1. Tax Sharing Agreement

2. Airport

3. Marijuana

4. Paths and Trails
5. Comprehensive Emergency Management Plan
6. Pullman Bypasses
7. 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.

**Motion**

8. A motion to authorize a contract with Whitman County Humane Society, Inc. for 2017.

**Resolution**

9. Resolution No. R-73-16 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ATM SITE AGREEMENT BETWEEN ALPHA INDUSTRIES AND THE CITY OF PULLMAN, WASHINGTON.

E. Regular Agenda

**Ordinances**

10. Ordinance No. 16-17 - AN ORDINANCE AMENDING ORDINANCE NO. 15-20 ADOPTED NOVEMBER 17, 2015, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2016".
11. Ordinance No. 16-18 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PULLMAN, WHITMAN COUNTY, WASHINGTON, ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2017.

**Resolution**

12. Resolution No. R-74-16 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND PARAMETRIX, INC FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE NORTH BYPASS PRELIMINARY ALIGNMENT STUDY.

**Motion**

13. A motion to ratify an Employment Agreement for City Supervisor.
14. A motion to ratify a labor agreement for the year 2017 between the city of Pullman and the Pullman Police Officers' Guild, Uniformed Employees.

**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 Agenda for November 29, 2016 - Cancelled**

Tentative Agenda for December 6, 2016 -  
Pay bills  
Confirmation of Reappointments  
2017 Parks & Recreation Fees  
Senior Association Van Agreement  
Ordinance/Public Hearing Germain Farms annexation  
Change Order for Library Carpeting project

Tentative Agenda for December 13, 2015 - Cancelled

Tentative Agenda for December 20, 2016 -  
Joint Meeting with State Legislators

Tentative Agenda for December 27, 2015 - Cancelled

THE COUNCIL CHAMBERS ARE ACCESSIBLE TO PERSONS WITH DISABILITIES. PERSONS REQUIRING SPECIAL ACCOMMODATION SHOULD CONTACT THE FINANCE DEPARTMENT BEFORE 5 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.

Discussion Items

1. Tax Sharing Agreement
2. Airport
3. Marijuana
4. Paths and Trails
5. Comprehensive Emergency Management Plan
6. Pullman Bypasses
7. Recycling

NOTES:

8. A motion to authorize a contract with Whitman County Humane Society, Inc. for 2017.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: November 22, 2016

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**ACTION REQUESTED**

Approve and authorize the execution of a contract with the Whitman County Humane Society, Inc. for calendar year 2017.

**BACKGROUND**

The Whitman County Humane Society (WCHS) provides animal shelter service to the City from their shelter facility "AnimalHaven." There are no changes to the proposed 2017 contract from the 2016 contract. The compensation reflects the funds included in the 2017 budget approved by Council. Subsequent renewals will be brought to the Council prior to the contract expiration and following budgetary decisions on the contract amount.

**RECOMMENDATION**

By motion, approve and authorize the Mayor to execute a contract between the City and Whitman County Humane Society, Inc. for calendar year 2017.

**FISCAL IMPACT**

\$ 53,896

001.3900.554.30.41.00 BARS Code Number

=====
**SUBMITTED BY**

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

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

1. Proposed contract with the WCHS for 2017

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**REVIEWED BY**

Initial Date
Department Head [Signature] 11/14/16
City Supervisor MW 11/14/16
City Attorney (As To Form) [Signature] 11-16-2016

## CONTRACT

THIS CONTRACT is between the CITY OF PULLMAN, a Washington State municipal corporation organized as a non-charter code city as "City" and the Whitman County Humane Society, Inc., a non-profit corporation located at 1340 SE Old Moscow Road, Pullman, Washington and whose mailing address is P.O. Box 453, Pullman, Washington, 99163, as "Contractor", jointly referred to as the "Parties".

WHEREAS, the City is authorized by law to regulate the licensing and welfare of animals within the City limits; and,

WHEREAS, the City lacks sufficient personnel to adequately staff and administer an animal shelter; and,

WHEREAS, the Whitman County Humane Society has proposed to provide animal shelter services and provide trained staff to administer the operation of the shelter; and,

WHEREAS, the City Council finds it is in the best interests of the City and its citizens to provide trained staffing and administrative services for shelter of animals; now, therefore,

### THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT DOCUMENTS.** This contract comprises the contract documents and is intended as a final expression of the understanding of the parties. There are no promises, terms, obligations, or conditions other than those contained in the contract documents.
2. **SERVICES.**
  - A. **Contractor Services.**
    - (1) The Contractor shall provide animal shelter services for all animals for which impounding or quarantine is authorized by the City or the Whitman County Health Department for all animals subject to the City's jurisdiction. The services provided in this Paragraph 2 are material to the City and failure to perform shall constitute a material default. Such services shall include the following:
      - a. Quarantine animals, under the direction of the Whitman County Health Department;
      - b. Have available the services of a local veterinarian for injured, sick, or diseased animals at all hours;

Exhibit "A"

- c. Act as the animal shelter operator by furnishing and maintaining a shelter for the handling of all animals from the City. Stray, impounded, and confiscated animals turned over to the Contractor by City residents, law enforcement officers or staff of Contractor will be accepted at any time. Owners or custodians wishing to surrender their owned animals to the Contractor will be accepted on a space-available, by-appointment basis.
- d. Arrange for the humane destruction and disposal of animals as required by the Court based upon accepted humane practices;
- e. Provide proper food, water, housing and humane care for all animals under its control pursuant to this contract;
- f. Provide sufficient, competent and trained staff to assume the responsibilities of this contract;
- g. Adopt out stray or unclaimed animals with instruction to obtain animal licenses as required by City law;
- h. Provide reports to the City Finance Director regarding shelter activities including number of impounds and licensing data and such other information as may be requested by the City at the same time as the Contractor submits the statement of services for payment;
- i. Maintain the name and address of every person to whom an animal is released and provide same on request to the City;
- j. The Contractor shall require any person adopting or reclaiming an animal to be taken to the City of Pullman to be licensed before removal;
- k. Ensure that no animal is adopted or claimed by a Pullman resident without current rabies vaccinations. These vaccines are to be given at the owner's or adoptee's expense;
- l. The Contractor shall not allow any owner to remove an impounded animal from the shelter without first obtaining a Release from Impound Certificate from the City. The owners of impounded animals shall be directed to the Pullman Police Department to obtain said Release from Impound Certificate;
- m. Provide access to the shelter cages 24 hours a day, seven days a week, for impounds;

- n. Provide electrical power in conformance with applicable electric codes;
- o. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods;
- p. Dangerous and aggressive animals shall be taken in by the Contractor and kept quarantined from other animals and people not employed by the Contractor until such time that it can be decided if these animals are still a danger. If it is decided that the animal may be adopted out the Contractor shall provide the adoptee full disclosure regarding the animal's behavior. If the animal is not adoptable it shall be euthanized in accordance with the procedures in this contract.

(2) **Shelter Facilities.** The Contractor shall use their shelter, AnimalHaven, to fulfill their duties under this contract. Shelter facilities shall be operated and maintained in a neat, clean and sanitary condition, and in compliance with all applicable governmental laws, rules and regulations. The facilities shall be maintained to ensure they are structurally sound and designed to protect animal injury and to restrict the entrance of other animals.

The City, through its authorized agents and representatives, shall have the right to enter upon and inspect the facilities during regular business hours, without prior notice, for the purpose of inspecting the shelter facility for compliance with this contract.

(3) **Costs.** Contractor shall be responsible for all kennel service costs of animals donated or brought to the facility. Kennel service costs shall include all costs of care of such animals, including, but not limited to, food, kennel cleaning supplies, veterinary care and grooming.

(4) **Shelter Procedures.**

- a. Licensed Stray Animals. The Contractor shall obtain owner information. Contractor shall then attempt to give notice to the owner by way of personal contact, telephone or mail that the animal is being held at the shelter.

If the owner is notified via telephone, this notice, including the time and the name of the person contacted, shall be noted on the release form. The animals shall be held for a maximum period of 144 hours including weekends and excluding major

holidays following their apprehension. Following this period the Contractor may retain such animal in its sole discretion.

- b. Unlicensed Stray Animals. The animals shall be held for a maximum of 72 hours including weekends and excluding major holidays, following their apprehension. Following this period, the Contractor may retain such animal in its sole discretion.
- c. Injured or Diseased Animals. These animals do not have a specific holding period, but may be disposed of at any time at the discretion of the Contractor's President of the Board of Directors or his or her designee.
- d. Other Animals and Wildlife. These animals do not have a specific holding period, but may be disposed of at any time at the discretion of the Contractor except as provided by applicable federal, state and local laws and regulations.
- e. Dangerous and Aggressive Animals. If a dangerous dog is confiscated in accordance with RCW 16.08.100 the City shall serve notice to the dog's owner advising of the confiscation. The owner will then have 20 days to correct the deficiencies of the dog. After the 20-day time period the dog may be disposed of in an expeditious and humane manner.
- f. Animal Redemption. Impounded animals shall be released to owners or custodians only upon proof of ownership, current license and payment of applicable fees.
- g. Animal Quarantine. Animals that have bitten people, or are suspected of having bitten people, shall be kept a minimum of 10 days from date of bite, or as specified by the Whitman County Health Department for observation. The animal's owner, if known, shall be responsible for payment of the quarantine fees.
- h. Animal Destruction and Disposal. The destruction and disposal of animals shall be accomplished in a manner approved by the state or nationally recognized humane organization which will not subject the animal to any unnecessary pain. The Contractor agrees to provide on-going proof of staff training and certification efforts as may be requested.
- i. Sterilization. The Contractor shall require all stray animals under the terms of this contract to be sterilized, at the

responsibility of the adopter, as a condition of adoption. Contractor agrees to actively pursue a one-hundred percent (100%) effective spay/neuter rate.

- j. The Contractor agrees to release any animal without payment of impound fees and other charges when ordered in writing by the Chief of Police.
- k. Following the maximum retention period, the Contractor may retain such animals in its sole discretion.

**B. CITY RETAINED AUTHORITY**

- (1) Licensing. All licensing shall be accomplished by the City. The Contractor shall direct all persons seeking a license to the City Police Department.
- (2) Animal Control. The City retains authority to enforce animal control services.
- (3) Independent Fees. The City retains authority to establish impound fees for animals impounded pursuant to City ordinances. The Contractor may recommend changes in City fees.
- (4) Release from Impound. The City shall be responsible for verifying and documenting that all conditions are met for release of an impounded animal and shall provide a Release from Impound Certificate to an owner. Contractor shall not release an animal during an impound period unless owner presents the City's Release from Impound Certificate to Contractor.

**3. COMPENSATION**

- A. The City agrees to pay the Contractor, for each month the Contractor is not in default in providing services required by this agreement, \$53,896, payable in equal monthly installments after the month in which the services are rendered for January through December 2017. The Contractor shall make application to the City by the end of each month for that month's compensation. Payment shall be made within thirty (30) days after receipt of the Contractor's timely application. Contractor's application shall verify that the Contractor has provided the services required under this agreement in a form acceptable to the City.
- B. All monies obtained by the Contractor for impound fees and other administration and redemption fees shall be retained by the Contractor.

- C. The City shall retain all fines or penalties arising out of the issuance of citations for violation of the City's animal control ordinance, as now enacted or hereafter adopted.
- 4. **CONTRACT LENGTH**. This contract shall begin on January 1, 2017, and end on December 31, 2017. Either party may terminate this contract earlier by 90 days' written notice, with or without cause. The City reserves the right to immediately terminate this contract in the event of material default by the Contractor.
- 5. **HOURS OF OPERATION**. The Contractor shall submit to the City, as Attachment "A", a schedule of its operating hours which shall include:
  - A. days and hours when the business office and shelter facility are open to the public;
  - B. a location where animals can be delivered by code enforcement officers 24-hours per day; and
  - C. days the office and shelter facility will be closed for holidays.

All changes to the schedule must receive approval by the Chief of Police prior to becoming effective.

- 6. The Contractor may engage in other animal welfare activities not inconsistent with this agreement, including, but not limited to, adoption. Adoption fees shall be kept by the Contractor and shall not be paid to the City.
- 7. **TREATMENT OF PUBLIC**. Contractor and City shall employ good public relations techniques and shall treat the public courteously in discharging services pursuant to this Agreement.
- 8. **CITY-FIRST PROVISION**. Contractor may accept animals for sheltering from persons or entities other than City, but Contractor shall give first priority for sheltering of animals brought to the City by City employees or others authorized by the City.
- 9. **LIAISON OFFICERS**. The Chief of Police shall be responsible for the administration of this contract. All reports, recommendations, and other correspondence will be directed to the Chief. It shall be the duty of the Chief of Police to see that the terms of this contract are complied with, and to forward to the City Council all requests for changes in the policy requested by the Contractor. The Contractor's President of the Board of Directors shall act as the Contractor's liaison with the City.
- 10. **INSURANCE**. The Contractor represents that it and its employees, agents and subcontractors, in connection with the contract, are protected against the risk of loss by the following insurance coverages:

- A. Worker's Compensation Insurance to the statutory limits and Employer's Liability Insurance in the amount of \$500,000;
  - B. Commercial General Liability Insurance including Business Automobile Insurance coverage, in the amount of \$1,000,000 combined single limit, on the occurrence form, and naming the City of Pullman as an Additional Insured. The policy shall be primary to any policy which the City may otherwise carry ("Primary Coverage"), and treat the employees of the City in the same manner as members of the general public ("Cross Liability Coverage");
  - C. The Contractor represents and warrants that it will not perform any veterinary services. Contractor will require and have on file proof of veterinary medical malpractice insurance from any veterinary clinic or individual with whom it contracts for veterinary services.
  - D. The above policies shall be issued by companies that meet with the approval of the City's Finance Director. The policies shall not be cancelled without at least 30 days' written notice to the City as Additional Insured.
  - E. The Contractor shall provide proof of insurance coverage prior to beginning performance of the contract through a Certificate of Insurance and copies of policy endorsements demonstrating the Additional Insured Coverage and Primary Coverage. The certificate and policy endorsements shall be sent to the City representative and are subject to review and approval by the City's Finance Director.
11. **RECORDS.** The Contractor shall maintain accurate and complete records of all animals it handles in the performance of this contract. The records shall contain the following information:
- A. Description of the animal, including its breed, color, size, sex, disposition, where and how the animal was obtained and the animal's owner;
  - B. All citizen complaints regarding animals (such complaints shall be referred to the code enforcement officer as soon as possible);
  - C. All dangerous or potentially dangerous animals and dog bite incidents received by Contractor;
  - D. Date, time, location, reason and manner in which the animal was obtained;
  - E. Length of time the animal was placed in the animal shelter facility;
  - F. Final disposition of animals, including number of animals euthanized or adopted;

- G. Any additional information that may be required by the City through its regulatory laws. The above information shall be provided to the City Finance Director on a monthly basis on approved forms and shall be accessible to the City during normal business hours by code enforcement officers.
12. **REPORTS**. The Contractor shall provide the City with a quarterly performance report that includes the following:
- A. The date animals are brought to the Shelter, including the name or names of the person(s) bringing the animal into the Shelter.
  - B. The type of animal and description;
  - C. The general facts and circumstances regarding such animal; and,
  - D. A financial statement of operations, in accordance with a format to be determined by the City's Finance Director. Within a reasonable time after submittal of the report, the Contractor shall be available to discuss the report with the City Supervisor, Mayor and City Council.
13. **FINANCIAL RECORDS AND AUDITS**. The Contractor shall maintain complete and accurate records concerning the revenues derived by the Contractor from impound, administrative, boarding, reclaim and adoption fees. The records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The Contractor shall allow the Finance Director or his designee, to examine and audit all of the Contractor's books and records which relate to this contract during regular business hours on regular business days.
14. **CONFIDENTIALITY**. The Contractor, to the extent allowed by law, will keep all information it receives concerning complaints, names, addresses and phone numbers of complainants and witnesses, and the names, addresses and phone numbers of license holders confidential. The Contractor will, to the greatest extent possible, protect an individual's right of privacy and shall not circulate or permit the circulation of this information for commercial purposes or other purposes not related to the duties undertaken in this contract. However, the Contractor is not prevented from releasing that information which may be necessary for the location of an animal's owner, or for the gaining of consent for medical treatment.
15. **CONDITIONAL LEASE**. In the event the City terminates this contract because the Contractor has materially defaulted in its duties under this contract, the Contractor agrees to lease to the City necessary kennel space at Animal Haven for a minimum of 90 days. The Contractor and the City will meet to negotiate the exact terms of this conditional lease. The determination of default will be made by the City whose determination shall be final for the purpose of this section.

16. **COMPUTER SERVICES.** The Contractor and the City may, by separate contract, arrange for data processing services to be provided by the City to the Contractor for the purpose of maintaining records on current animal license holders. If the Contractor maintains its own computer system, it may obtain hardware/software compatible with the City's standard software and which is able to transfer records to the City's computer system at the end of the contract term at the Contractor's sole expense.
17. **NONDISCRIMINATION.** During the performance of this contract, the Contractor and its subcontractors shall not discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical disability in employment or application for employment of in the administration or delivery of services or any other benefits under the contract.
18. **AMENDMENTS.** This contract may be amended at any time by mutual written agreement between the parties.
19. **DISPUTES.** This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Whitman County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs and expenses as may be set by the court.
20. **SEVERABILITY.** In the event any provision of this contract should become invalid or unenforceable, the rest of the contract shall remain in full force and effect.
21. **INDEPENDENT CONTRACTOR.** All activities performed by the Contractor, agents, employees or representatives are, for all purposes under this agreement, performed as an independent contractor and shall not be deemed to be an employee or agent or representative of the City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, unemployment insurance, worker's compensation benefits, injury leave or other leave benefits.
22. **LIABILITY.**
  - A. The Contractor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, loss, liability, injury, cost and expense arising out of any act or omission of the Contractor, its officers, employees agents in connection with the contract, either directly or indirectly, except to the extent of the sole negligence of the City, its officers, employees and agents.
  - B. The City shall defend, indemnify and hold harmless the Contractor, its officers and employees, from and against all claims for damages, loss, liability, injury, cost and expense arising out of any act or omission of the

City, its officers, employees agents in connection with the contract, either directly or indirectly, except to the extent of the sole negligence of the Contractor, its officers, employees and agents.

23. **ASSIGNABILITY**. This contract may not be assigned to another without the prior approval of the City Council at a public meeting.
24. **VENUE AND LAW**. In the event of a dispute, venue for any action shall be in Whitman County, Washington, and this agreement shall be interpreted in accordance with the laws of the state of Washington.
25. **NO WAIVER**. Any failure or delay by City or Contractor in strictly enforcing the terms of this Agreement shall not operate to waive or be deemed a waiver of the rights of City or Contractor to require compliance that is full and to the letter of the Agreement, or to thereafter require performance by City or Contractor in strict accordance with the terms of this Agreement.
26. **INTERPRETATION**. As a further condition of this contract, the parties acknowledge that this agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

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

CITY OF PULLMAN

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

ATTEST:

\_\_\_\_\_  
Finance Director  
Leann Hubbard

Approved as to From:

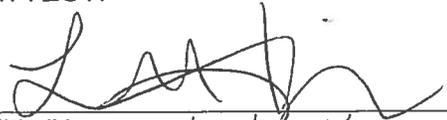
\_\_\_\_\_  
City Attorney  
Laura McAloon

DATED: 11/13/16

CONTRACTOR

  
\_\_\_\_\_  
Board of Directors President  
Susan Wang

ATTEST:

  
\_\_\_\_\_  
Title/Name Leslie Krieger  
Director of Shelter  
Operations

9. RESOLUTION NO. R-73-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ATM SITE AGREEMENT BETWEEN ALPHA INDUSTRIES AND THE CITY OF PULLMAN, WASHINGTON.

NOTES:

REQUEST FOR COUNCIL ACTION

For meeting of : 11/15/16

**ACTION REQUESTED:**

Authorize an agreement for the installation of an ATM machine in the lobby of the Police Station.

**BACKGROUND:**

From time to time, there are customers at City Hall who need to pay for a service but do not have a check or the cash money with them. Credit cards are not accepted at City Hall or the Police Station due to the transaction fee of as much as 5 percent that would be involved and the staff dedication that would be required to perform daily reconciliation. To provide a reasonable option, it is proposed to install an ATM machine in the lobby of the Police Station. The ATM provider would be Alan Franke, a local businessman, operating as Alpha Industries. Beneficiaries of this service would be customers to Public Works, Finance, Police, and District Court. An ATM Site Agreement has been prepared for the proposed installation that is now offered for Council consideration.

**RECOMMENDATION:**

Adopt the attached resolution authorizing an ATM Site Agreement with Alpha Industries

**FISCAL IMPACT:**

N/A

BARS Code Number

**SUBMITTED BY:**

**ATTACHMENTS FOR COUNCIL REVIEW/ACTION:**

Name Mark Workman  
Title City Supervisor  
Dept. Administration

1. Resolution No. R- 73 -16

**REVIEWED BY:**

	Initial	Date
Department Head		
City Supervisor	<u>MW</u>	<u>11/14/16</u>
City Attorney (As to Form)	<u>lmaj</u>	<u>11-16-2016</u>

RESOLUTION NO. R-73-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ATM SITE AGREEMENT BETWEEN ALPHA INDUSTRIES AND THE CITY OF PULLMAN, WASHINGTON.

WHEREAS, the City Council for the city of Pullman has before it an ATM Site Agreement between Alpha Industries and the City of Pullman, Washington which is attached hereto and marked as Exhibit "A"; and,

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

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

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

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
Finance Director Leann L. Hubbard

Approved as to Form:

\_\_\_\_\_  
City Attorney

## ATM SITE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Pullman, herein referred to as "CITY", whose address is 325 SE Paradise Street, Pullman, WA 99163, and Alpha Industries, hereinafter referred to as "OPERATOR", whose address is PO Box 914, Pullman, WA 99163.

### WITNESSTH

WHEREAS; the CITY owns a premises, which is suitable for the purpose of operating an ATM machine, and

WHEREAS; the CITY desires to have an ATM machine installed at the Pullman Police Department Lobby, 260 SE Kamiaken Street, Pullman, WA 99163, hereinafter referred to as "LOCATION" to dispense cash to the public, and

WHEREAS; OPERATOR owns an ATM machine, hereinafter referred to as the "EQUIPMENT", which it wishes to place at the LOCATION to offer ATM services to the public.

NOW THEREFORE, the parties hereto in consideration of the mutual benefits herein contained, acknowledged by both parties to be satisfactory and adequate, do hereby agree as follows:

OPERATOR is hereby granted an exclusive right to install and operate the EQUIPMENT at the LOCATION during the term of this agreement.

OPERATOR may terminate this agreement if the revenue is not sufficient to warrant continuation of this agreement. OPERATOR shall provide CITY with a thirty (30) day written notice of termination and shall remove the EQUIPMENT from the LOCATION within one (1) additional week after the thirty (30) day period ends.

CITY may terminate this agreement with a thirty (30) day written notice, for any reason deemed sufficient by the CITY, and the OPERATOR shall then remove its EQUIPMENT within one (1) additional week after the thirty (30) day period ends.

CITY will allow EQUIPMENT to be cabled to an interior column for security.

All EQUIPMENT installed at the LOCATION is the sole and exclusive property of the OPERATOR and title to the EQUIPMENT installed will at all times remain with the OPERATOR.

Exhibit "A"

CITY will notify the OPERATOR immediately of any adverse conditions that may affect this agreement.

CITY agrees to provide full public access to EQUIPMENT at all times and supply electricity to operate EQUIPMENT.

CITY will allow access to OPERATOR for the installation, servicing, repair, and maintenance of the EQUIPMENT and to promptly notify OPERATOR of the need for service and repair on the EQUIPMENT. CITY further agrees the OPERATOR shall have the exclusive right to open, adjust, remove, disconnect service, repair, maintain, replace, or alter the EQUIPMENT. Advertising on the EQUIPMENT is not allowed other than the identity of a sponsor bank.

At all times during the term of this agreement, OPERATOR shall carry comprehensive liability insurance affording the protection to EQUIPMENT and any damage to the LOCATION arising from the installation or operation of the EQUIPMENT. A copy of OPERATOR'S insurance policy and limits shall be provided to CITY prior to installation of the EQUIPMENT.

OPERATOR shall defend, indemnify, and hold harmless the CITY, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the OPERATOR'S use of the LOCATION, or from the conduct of OPERATOR'S business, or from any activity, work or thing done, permitted, or suffered by OPERATOR in or about the LOCATION, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY.

OPERATOR shall carry Commercial General Liability insurance at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises, operations and contractual liability. The limits of insurance shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. The CITY shall be listed as an additional insured.

The OPERATOR will also be responsible for obtaining property insurance, affording coverage for any damage to the EQUIPMENT while located on the LOCATION.

The CITY is insured through the Washington Cities Insurance Authority Risk Pool and shall provide notice to same of this agreement.

OPERATOR will be responsible for all operating expenses and maintenance costs of EQUIPMENT.

OPERATOR reserves the right to assign this ATM SITE AGREEMENT and its interest in this agreement. CITY shall be provided prompt notice of any assignment.

OPERATOR will receive the surcharge for each chargeable transaction from the EQUIPMENT.

OPERATOR will supply cash to be used in EQUIPMENT.

This ATM SITE AGREEMENT shall be for a term of five years commencing on the date of the agreement and shall automatically renew for subsequent five-year terms unless terminated by either party by written notice of termination by one party to the other not less than ninety (90) days before the end of any term or other termination as provided herein.

This agreement is not transferable by OPERATOR unless approved by CITY in writing prior to the effective date of any transfer. OPERATOR shall remain bound under the terms hereof unless or until CITY consents to such transfer. CITY's consent shall not be unreasonably withheld provided said transferee has a good credit history and reputation. If consent is not granted and OPERATOR ceases to conduct business, OPERATOR shall promptly remove the EQUIPMENT from the LOCATION at OPERATOR'S sole expense.

Should any of the provisions of this agreement be held illegal, invalid, or unenforceable, then such provision(s) shall be deemed null and void without invalidating the remaining provisions hereof.

A faxed or electronic copy of this agreement will be deemed an original.

CITY and OPERATOR, by executing this agreement, agree to the terms and conditions contained herein.

CITY :

Dated: \_\_\_\_\_

CITY OF PULLMAN, WASHINGTON

By: \_\_\_\_\_  
Glenn A. Johnson, Mayor

Attest: \_\_\_\_\_  
Leann L. Hubbard, Finance Director

APPROVED AS TO FORM:

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

OPERATOR:

Alpha Industries

Mark Workman 11/14/16  
Witness/Date

Alan Finkbe 11-14-16  
Operator Representative/ Date

10. AN ORDINANCE AMENDING THE 2016 BUDGET

STAFF REPORT

QUESTIONS FROM COUNCIL ON STAFF REPORT

ORDINANCE NO. 16-17

AN ORDINANCE AMENDING ORDINANCE NO. 15-20 ADOPTED NOVEMBER 17, 2015, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2016".

DISCUSSION

ACTION TAKEN

NOTES:

## REQUEST FOR COUNCIL ACTION

For meeting of: November 22, 2016

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### ACTION REQUESTED

Approve a Budget Amendment to the General Fund for \$233,914, Arterial Street Fund for \$118,000, 2007 Bond Fund for (\$40,000), Equipment Rental Fund for \$50,000, and Airport Fund for \$120,000. This is a combined total of \$481,914.

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### BACKGROUND

Exhibit A to the ordinance discusses the primary reasons for the request to amend the various Fund Budgets as approved by Council on November 17, 2015.

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### RECOMMENDATION

Pass the attached ordinance amending the 2016 Adopted Budget.

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### FISCAL IMPACT

As shown on Exhibit B to the Ordinance.

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### SUBMITTED BY

Name: Leann L. Hubbard  
Title: Finance Director  
Department: Finance

### ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Ordinance No. 16- 17

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### REVIEWED BY

	Initial	Date
Department Head	<u>LLH</u>	<u>11/16/16</u>
City Supervisor	<u>MW</u>	<u>11/16/16</u>
City Attorney (As To Form)	<u>Wmj</u>	<u>11-16-2016</u>

ORDINANCE No. 16-17

AN ORDINANCE AMENDING ORDINANCE NO. 15-20 ADOPTED NOVEMBER 17, 2015, AND ENTITLED "AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF PULLMAN FOR THE YEAR 2016".

WHEREAS, RCW 35 A.33.090 establishes the procedure for the City Council to amend the annual budget of the City if an urgency or emergency, which could not be reasonably foreseen at the time of the adoption of the annual budget, requires the expenditure of money not provided for in the annual budget; and

WHEREAS, RCW 35A.33.090 requires the City Council, before allowing any expenditure of money not provided for in the adopted annual budget, to adopt an ordinance stating the facts constituting the urgency or emergency and the estimated amount to be appropriated from the City budget required to meet the emergency; and

WHEREAS, the City Council of the City of Pullman has permitted all citizens of the City of Pullman to appear and testify for or against the adoption of this emergency budget ordinance;

NOW THEREFORE, the City Council of the City of Pullman does hereby ordain:

SECTION 1: The City Council of the City of Pullman hereby declares that an urgency and emergency exists requiring the amendment of the 2016 City Budget based upon the facts as set forth in the memorandum from the Finance Director attached hereto as Exhibit "A".

SECTION 2: The City Council hereby appropriates \$481,914 to the 2016 city budget as outlined in the summary of proposed expenditures prepared by the Finance Director attached hereto as Exhibit "B".

SECTION 3: This ordinance shall be in full force and take effect five (5) days from and after its publication, or a summary thereof is published, in The Daily News, the official newspaper of the city of Pullman.

PASSED by the City Council of the city of Pullman at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNED by the Mayor in Authentication and Approval  
Thereof on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
Finance Director  
Leann L. Hubbard

Approved as to Form:

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

Summary published: \_\_\_\_\_

# Memo

**To:** Mayor, City Council, and City Supervisor  
**From:** Leann L. Hubbard, Finance Director *LLH*  
**Date:** November 15, 2016  
**Re:** 2016 Budget Amendment

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This is a request for a total amendment of the 2016 Expenditure Budget for \$1,171,058 and a total amendment of the 2016 Revenue Budget for \$689,144, for a net amendment of \$481,914.

The General Fund Departments request a net 2016 budget amendment of \$233,914 with an amendment of the 2016 Expenditure Budget of \$923,058 and an amendment of the 2016 Revenue Budget of \$689,144, which includes:

- (1) The fire department requests an amendment of \$40,000 in regular salaries and wages due to short staffing from a vacancy due to an injury.
- (2) The fire department requests an amendment of \$22,500 in fire regular salaries and wages due to costs from the fire labor contract.
- (3) The fire department requests an amendment of \$22,500 in ambulance regular salaries and wages due to costs from the fire labor contract.
- (4) The protective inspections department requests an amendment of \$70,000 in regular professional services due to increased costs from additional volume of outside plan review.
- (5) The park facilities department requests an amendment of \$10,000 in professional services and land to move these costs from the 2007 Bond Fund's building and structures expenditure budget.
- (6) The fire department requests a net budget amendment of \$68,914 for an expenditure amendment of \$758,058 in machinery and equipment due to the purchase of self-contained breathing apparatus equipment, portable radios and related equipment and a revenue amendment of \$689,144 in a related grant from Federal Emergency

Management Agency (FEMA) Assistance to Firefighters grant. This grant was accepted by City Council on July 12, 2016.

The Arterial Street Fund requests a 2016 expenditure budget amendment of \$118,000, which includes:

- (7) The arterial street department requests an amendment of \$10,000 in professional services due to increased costs related to the design of Grand Avenue and Center Street traffic signal.
- (8) The arterial street department requests an amendment of \$65,000 in other improvements due to increased costs of the North Grand at Ritchie Pedestrian Crossing project.
- (9) The arterial street department requests an amendment of \$43,000 in other improvements due to increased costs of the Terre View Bridge Deck Resurfacing project.

The 2007 Bond Fund requests a 2016 expenditure budget amendment for a reduction of \$40,000, which includes:

- (10) The 2007 Bond Fund requests an amendment for a reduction of \$40,000 to move this budget from the 2007 Bond Fund's building and structures expenditure budget to the park facilities department for \$10,000 and to the Metropolitan Park District for \$30,000 for spray pool costs.

The Equipment Rental Fund requests a 2016 expenditure budget amendment of \$50,000, which includes:

- (11) The equipment rental fund requests an amendment of \$50,000 in depreciation due to change in estimates of capitalized equipment. Depreciation expenditures are a non-cash budget item.

The Airport Fund requests a 2016 expenditure budget amendment of \$120,000, which includes:

- (12) The airport fund requests an amendment of \$120,000 in depreciation due to change in the estimated life of the snow removal equipment temporary shelter building. Depreciation expenditures are a non-cash budget item.

State law requires that the City Council declare that an urgency and emergency exists requiring the amendment of the adopted 2016 City Budget to provide for expenditures that were not anticipated at the time of the 2016 City Budget, and that the proposed budget amendment for an increase of \$511,914 pass by a vote of one more than a majority.

