

MOSES LAKE CITY COUNCIL

Brent Reese
Jason Avila
Jon Lane

Bill Ecret
Mayor



Joseph K. Gavinski
City Manager

David Curnel
Karen Liebrecht
Dick Deane

February 26, 2013

AGENDA

Sophia Guerrero, Executive Secretary

Civic Center - Council Chambers
7:00 p.m.

1. Roll Call
2. Pledge of Allegiance
3. IDENTIFICATION OF CITIZENS WANTING TO DISCUSS AGENDA ITEMS
IDENTIFICATION OF CITIZENS WANTING TO DISCUSS NON-AGENDA ITEMS
4. PRESENTATIONS AND AWARDS - None
5. CONSENT AGENDA
 - A. Approval of Minutes - February 12, 2013
 - B. Approval of Bills and Checks Issued
6. COMMISSION APPOINTMENTS - None
7. CONSIDERATION OF BIDS AND QUOTES - None
8. PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS
 - A. Communications - Permission to Hold Basin BBQ Bash - Moses Lake Business Association
9. ORDINANCES AND RESOLUTIONS
 - A. Ordinance - Amend MLMC Chapter 18.58 - Signs - 2nd Reading
 - B. Ordinance - Creating MLMC Chapter 8.27 - Cost Recovery - 1st Reading
 - C. Ordinance - Amend MLMC Chapter 13.12 - Water, Sewer & Stormwater Rates - 1st Reading
 - D. Resolution - Accepting WASPC Traffic Safety Grant
10. REQUEST TO CALL FOR BIDS - None
11. REFERRALS FROM COMMISSIONS - None
12. OTHER ITEMS FOR COUNCIL CONSIDERATION
 - A. Authorization to Execute Agreement - Grant County EDC
13. NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS
14. COUNCIL QUESTIONS AND COMMENTS
15. CITY MANAGER REPORTS AND COMMENTS
 - A. Automated Traffic Enforcement Information
 - B. iFiber Communication
 - C. Staff Reports
 1. Building Activity Report

Executive Session - Litigation

Finance
W. Robert
Taylor

Municipal Services
Gary Harer

Police Chief
Dean Mitchell

Parks & Recreation
Spencer Grigg

Fire Chief
Tom Taylor

Community Development
Gilbert Alvarado

City Attorney
Katherine L.
Kenison

MOSES LAKE CITY COUNCIL
February 12, 2013

DRAFT

Council Present: Bill Ecret, Dick Deane, Jason Avila, David Curnel, Jon Lane, and Karen Liebrecht
Absent: Brent Reese

The meeting was called to order at 7 p.m. by Mayor Ecret.

PLEDGE OF ALLEGIANCE: Brent Blake, artist, led the Council in the pledge of allegiance.

PRESENTATIONS AND AWARDS - None

CONSENT AGENDA

Minutes: The minutes of the January 22 meeting were presented for approval.

Blackstone OTR Final Major Plat and Findings of Fact: Castle Farms Enterprises has submitted a one-lot final plat of 27 acres located on Randolph Road, the site of the Blackstone OTR facility. The site is zoned Heavy Industrial, which corresponds with the Comprehensive Plan Land use Designation of Industrial. The Planning Commission recommended that the final plat be approved with conditions. The Findings of Fact were also provided

MLSD 161 Final Major Plat and Findings of Fact: Moses Lake School District 161 has submitted a final plat for a two lot plat of 80 acres which includes all of the School District's property between the existing high school and the freeway. The portion of the site north of Yonezawa is zoned Public and the portion south of Yonezawa is zoned C-2, General Commercial. The zoning corresponds with the Comprehensive Plan Land Use Designations for these parcels. The Planning Commission recommended that the final plat be approved with conditions. The Findings of Fact were also provided

Action Taken: Mr. Deane moved that the Consent Agenda be approved, seconded by Mr. Avila, and passed unanimously.

Approval of Claims, Prepaid Claims, Checks, and Payroll: Vouchers audited and certified by the Finance Director as required by RCW 42.24.080, and those expense reimbursement claims, certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the Council for approval and is retained for public inspection at the Civic Center. As of February 12, 2013 the Council does approve for payment claims in the amount of \$700,112.05; prepaid claims in the amount of \$5,527.62, \$13,005.90, and \$39,794.66; claim checks in the amount of \$1,374,416.42; and payroll in the amount of \$333,072.17.

Dr. Curnel questioned the payments to Lakeside Disposal and Redflex.

Staff explained the payments.

Action Taken: Dr. Curnel moved that the bills and checks be approved, seconded by Mr. Deane, and passed unanimously.

COMMISSION APPOINTMENTS - None

CONSIDERATION OF BIDS AND QUOTES - None

PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGSPOPLAR SANDS - ACCESS

James Cortines, representing the two homeowner associations for Poplar Sands Phase I and Phase II, explained that the development has been in existence for about 30 years and is still not complete. There are four lots still to be developed and the new owners have indicated they do not wish to be included in the existing homeowner associations. In order to separate this property from the existing development, the property will need to be replatted and access provided from Westshore Drive, since accessing a separate plat through the existing private drive would create liability and maintenance issues. He provided several maps showing the site and the possible access to the four lots from Westshore Drive.

Gilbert Alvarado, Community Development Director, pointed out that no plat has been submitted to the city and so the Council could not consider an access to Westshore Drive. He also mentioned that the area shown with four lots does not show that way on the county records. The area is currently just a vacant piece of property. He mentioned that access could not be addressed until a plat is submitted to the City.

Council took no action.

ORDINANCES AND RESOLUTIONSORDINANCE - 2012 COMPREHENSIVE PLAN AMENDMENTS - 2ND READING

An ordinance was presented which adopts the 2012 Comprehensive Plan amendments.

The ordinance adopting the 2012 Comprehensive Plan Amendments was read by title only.

Action Taken: Mr. Lane moved that the second reading of the ordinance be adopted, seconded by Dr. Curnel, and passed unanimously.

ORDINANCE - REPEAL 9.05 - FIREARMS - 2ND READING

An ordinance was presented which repeals Chapter 9.05, Firearms, because the statutes referenced have been repealed by the state legislature.

The ordinance repealing Chapter 9.05 of the Moses Lake Municipal Code entitled "Firearms" was read by title only.

Action Taken: Mrs. Liebrecht moved that the second reading of the ordinance be adopted, seconded by Dr. Curnel, and passed unanimously.

ORDINANCE - AMEND 17.15 - REQUIREMENTS FOR PLAT AND SITE PLANS - 2ND READING

An ordinance was presented which amends Chapter 17.15, Requirements for Plat and Site Plans, to require either deeded property or a dedication for right-of-way, installing monuments when the surveyor does not accept the existing monuments, and allowing the plat to be recorded on 24" x 36" sheets.

The ordinance amending Chapter 17.15 of the Moses Lake Municipal Code entitled "Requirements for Plat and Site Plans" was read by title only.

Action Taken: Mr. Avila moved that the second reading of the ordinance be adopted, seconded by Mr. Lane, and passed unanimously.

ORDINANCE - AMEND 18.58 - SIGNS - 1ST READING

An ordinance was presented which amends Chapter 18.58, Signs, to allow for the placement of wayfinding signs.

The ordinance amending Chapter 18.58 of the Moses Lake Municipal Code entitled "Signs" was read by title only.

Gilbert Alvarado, Community Development Director, mentioned that wayfinding signs are part of the Destination Development Inc. work and document previously adopted by the Council. The signs help visitors to the City find tourist destination and places of interest. He provided an example of how the signs would look and how they would be used. The Planning Commission has recommended that the regulations be adopted.

Action Taken: Mr. Lane moved that the first reading of the ordinance be adopted, seconded by Mr. Avila, and passed unanimously.

RESOLUTION - LEASE-PURCHASE AGREEMENT

A resolution was presented which provides for the reimbursement of capital expenditures from the proceeds of the lease-purchase agreement.

The resolution of the City Council of the City of Moses Lake declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financings for certain expenditures made and/or to be made in connection with the acquisition, construction and equipping of certain capital improvements was read by title only.

Action Taken: Mrs. Liebrecht moved that the resolution be adopted, seconded by Dr. Curnel, and passed unanimously.

RESOLUTION - ACCEPT DONATION

A resolution was presented which accepts an untitled painting from Brent Blake. The painting is to be displayed in the Civic Center or the Civic Center Annex.

The resolution accepting a painting from Brent Blake was read by title only.

Action Taken: Mr. Deane moved that the resolution be adopted, seconded by Dr. Curnel, and passed unanimously.

RESOLUTION - BID REQUIREMENTS/SMALL WORKS ROSTER

A resolution was presented which sets out the City's bidding requirements subsequent to becoming a code city with a population in excess of 20,000 and provides for the establishment of a small works roster.

The resolution setting forth bid requirements and authorizing the use of a small works roster for public works was read by title only.

Joseph K. Gavinski, City Manager, stated that the resolution brings the City into compliance with state law and will allow the Council to determine any additional bid requirements that would be

added to what is already in existence at a later date by separate resolution. This resolution supercedes previous bidding requirements and gives direction to City staff with regards to the bidding process.

Action Taken: Mr. Avila moved that the resolution be adopted, seconded by Mr. Lane, and passed unanimously.

REQUEST TO CALL FOR BIDS

WATER METERS

Staff requested authorization to call for bids for the annual supply of water meters and electronic read transmitters. The project includes purchasing 1,100 meters and electronic transmitters ranging in size from 3/4" to 4".

Action Taken: Dr. Curnel moved that staff be authorized to call for bids, seconded by Mr. Lane, and passed unanimously.

2013 SEWER MAIN SPOT REPAIR PROJECT

Staff requested authorization to call for bids for the 2013 Sewer Main Spot Repair Project. The project includes repairing sanitary and storm sewer mains at twelve locations throughout the city.

Action Taken: Mr. Deane moved that staff be authorized to call for bids, seconded by Mrs. Liebrecht, and passed unanimously.

2013 SEWER LINING PROJECT

Staff requested authorization to call for bids for the 2013 Sewer Lining Project. The project includes lining 25,000' of sanitary sewer pipe and 1,585' of storm sewer pipe throughout the city.

Gary Harer, Municipal Services Director, mentioned that with the completion of this project all the sewer mains in the City will have been lined. Lining the pipes reduces root invasion and that means fewer repairs and maintenance.

Joseph K. Gavinski, City Manager, pointed out that this has been a 15 year project to line all the concrete mains in the City at a cost of between \$10,000,000 and \$15,000,000. Moses Lake is one of the few cities that has accomplished this work and the relined sewer lines should last for 50 to 100 years.

Action Taken: Mr. Avila moved that staff be authorized to call for bids, seconded by Mrs. Lane, and passed unanimously.

REFERRALS FROM COMMISSIONS - None

OTHER ITEMS FOR COUNCIL CONSIDERATION

COMMUNITY STREET AND UTILITY STANDARDS

The 2012 Community Street and Utility Standards were provided. The updates will bring the City's standards into conformity with the 2012 Washington State Standard Specifications.

Action Taken: Dr. Curnel moved that the standards be approved, seconded by Mr. Avila, and passed unanimously.

FIREWORKS CONTRACT

Authorization was requested for the City Manager to sign the contract with Western Display Fireworks for the 2013 July 4th fireworks display.

Action Taken: Mrs. Liebrecht moved that the City Manager be authorized to sign the contract, seconded by Dr. Curnel, and passed unanimously.

NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS - NoneCOUNCIL QUESTIONS AND COMMENTSCOUNCIL TRAVEL

Mr. Lane provided the costs to attend the Global Retail Real Estate Convention in Las Vegas on May 19 - 22 as a representative of the City.

Action Taken: Dr. Curnel moved that Mr. Lane be authorized to attend the conference and to be reimbursed for reasonable expenses, seconded by Mrs. Liebrecht, and passed with Mr. Lane abstaining.

CITY MANAGER REPORTS AND COMMENTSRETREAT

A draft agenda was provided for the Council/staff Retreat scheduled for March 1 and 2.

SALES TAX/TRANSIENT RENTAL INCOME

The City received \$401,499.05 in sales tax and \$37,239.62 in transient rental income in January 2013.

The regular meeting was recessed at 8 p.m. and the Council met in an executive session to discuss litigation. The executive session was adjourned at 8:30 p.m. and the regular meeting was reconvened. The regular meeting was adjourned at 8:30 p.m.

ATTEST

Bill J. Ecret, Mayor

W. Robert Taylor, Finance Director

CITY OF MOSES LAKE
 TABULATION OF CLAIMS TO BE APPROVED
 COUNCIL MEETING OF
 2/26/2013

<u>NAME OF VENDOR</u>	<u>P.O. NO.</u>	<u>VEN. NO.</u>	<u>P. O. AMT.</u>	<u>CHK. AMT.</u>	<u>PURPOSE OF PURCH.</u>
WA ASSN OF BUILD OFF	65196	2256	450.00	450.00	REGIS/TRUMBULL
LOWES	65159	3886	478.82	478.82	MISC SUPPLIES
AT & T MOBILITY	64995	4826	2,493.46	2,496.46	CELL PHONE SERVICE
US BANCORP LEASING	65271	5477	115,349.00	115,349.00	FIRST LEASE PYMT/2013
ANDERSON ENVIRON	65194	5787	39,634.11	39,634.11	BIOSOLIDS DEWATERING
NCW CHAPTER OF ICC	65158	7390	115.00	115.00	REGIS/MYRE/SEMINAR

CITY OF MOSES LAKE
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TOTALS BY FUND

<u>FUND NO.</u>	<u>FUND NAME</u>	<u>AMOUNT</u>
000	GENERAL FUND	2,088.09
116	STREET	26.96
410	WATER/SEWER	40,069.52
498	AMBULANCE SERVICE FUND	183.28
517	CENTRAL SERVICES	698.26
519	EQUIP RENTAL	115,349.00
528	BUILD MAINTENANCE	105.28

TOTAL 158,520.39

CHANGES TO BE MADE SHOULD BE LISTED BELOW

VEND NO.	P.O. NO.	AMT LISTED	CORRECTED AMT	ACTION TO BE TAKEN
.....
.....
.....

CORRECT AMOUNT TO BE PAID

C L A I M S A P P R O V A L

WE, THE UNDERSIGNED COUNCILMEN OF THE CITY OF MOSES LAKE, WASHINGTON, DO HEREBY CERTIFY THAT THE MERCHANDISE OR SERVICES SPECIFIED HAVE BEEN RECEIVED AND THAT ABOVE CLAIMS ARE APPROVED, AS NOTED, FOR PAYMENT IN THE AMOUNT OF 158,520.39 THIS 26TH DAY OF FEBRUARY, 2013

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COUNCIL MEMBER	COUNCIL MEMBER
.....
COUNCIL MEMBER	FINANCE DIRECTOR

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
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02/26/2013

NAME OF VENDOR		VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase	
=====					
BUD CLARY CHEVROLET	00005392				
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000064827	32,012.22	CHEVY TAHOE	
				=====	
		TOTAL:	32,012.22		
DATABAR	00007974				
WATER/BILLING	PROFESSIONAL SERVICES	0000065279	141.73	UTILITY BILLS	
WATER/BILLING	POSTAGE	0000065279	528.64	UTILITY BILLS	
SEWER/BILLING	PROFESSIONAL SERVICES	0000065279	99.38	UTILITY BILLS	
SEWER/BILLING	POSTAGE	0000065279	370.67	UTILITY BILLS	
SANITATION FUND	OPERATING SUPPLIES	0000065279	1,115.17	UTILITY BILLS	
SANITATION FUND	PROFESSIONAL SERVICES	0000065279	58.27	UTILITY BILLS	
SANITATION FUND	POSTAGE	0000065279	217.32	UTILITY BILLS	
STORM WATER	PROFESSIONAL SERVICES	0000065279	19.41	UTILITY BILLS	
STORM WATER	POSTAGE	0000065279	72.44	UTILITY BILLS	
AMBULANCE SERVICE	PROFESSIONAL SERVICES	0000065279	24.96	UTILITY BILLS	
AMBULANCE SERVICE	POSTAGE	0000065279	93.08	UTILITY BILLS	
				=====	
		TOTAL:	2,741.07		
HOME DEPOT CREDIT SERVICES	00007824				
ENGINEERING	SMALL EQUIPMENT < \$1000	0000065264	19.30	MISC SUPPLIES	
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065264	110.34	MISC SUPPLIES	
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000065264	306.49	MISC SUPPLIES	
PARK RECREATION	OPERATING SUPPLIES	0000065264	29.87	MISC SUPPLIES	
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065264	433.17	MISC SUPPLIES	
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000065264	747.26	MISC SUPPLIES	
STREET	REPAIR AND MAINTENANCE SUPPL	0000065264	43.12	MISC SUPPLIES	
WATER	OPERATING SUPPLIES	0000065264	135.47	MISC SUPPLIES	
SEWER	REPAIR AND MAINTENANCE SUPPL	0000065264	9.98	MISC SUPPLIES	
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000065264	61.44	MISC SUPPLIES	

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
02/26/2013

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
HOME DEPOT CREDIT SERVICES	00007824			
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000065264	75.81	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000065264	96.69	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000065264	170.35	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000065264	306.82	MISC SUPPLIES
BUILD MAINT-CONST. P	BUILDINGS (CAPITAL IMPROVEME	0000065264	1,170.85	MISC SUPPLIES
		=====		
		TOTAL:	3,716.96	
MATTHEW BORSCHOWA	00006128			
FIRE	TRAVEL & SUBSISTENCE /EDUCAT	0000065265	288.18	REIMB/TRAINING EXP
		=====		
		TOTAL:	288.18	
PUD OF GRANT COUNTY	00001501			
LIBRARY	UTILITY EXP / ELECTRICITY	0000065172	1,482.11	ELECTRIC SERVICE
ENGINEERING	UTILITY EXP / ELECTRICITY	0000065172	16.96	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	561.88	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	173.14	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	577.97	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	84.69	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	3,174.18	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	20.83	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	1,513.75	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	410.65	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065172	45.82	ELECTRIC SERVICE
POLICE	UTILITY EXP / ELECTRICITY	0000065172	182.17	ELECTRIC SERVICE
POLICE	UTILITY EXP / ELECTRICITY	0000065172	25.60	ELECTRIC SERVICE
FIRE	UTILITY EXP / ELECTRICITY	0000065172	2,047.36	ELECTRIC SERVICE
PARKS/STREET	UTILITY EXP / ELECTRICITY	0000065172	192.29	ELECTRIC SERVICE
STREET	UTILITY EXP / ELECTRICITY	0000065172	2,092.27	ELECTRIC SERVICE

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CITY OF MOSES LAKE
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Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
PUD OF GRANT COUNTY	00001501			
WATER	UTILITY EXP / ELECTRICITY	0000065172	15,015.29	ELECTRIC SERVICE
SEWER	UTILITY EXP / ELECTRICITY	0000065172	13,506.58	ELECTRIC SERVICE
AIRPORT	UTILITY EXP / ELECTRICITY	0000065172	194.43	ELECTRIC SERVICE
BUILD MAINT-OPERATIO	UTILITY EXP / ELECTRICITY	0000065172	3,074.00	ELECTRIC SERVICE
BUILD MAINT-OPERATIO	UTILITY EXP / ELECTRICITY	0000065172	1,273.43	ELECTRIC SERVICE
BUILD MAINT-OPERATIO	UTILITY EXP / ELECTRICITY	0000065172	1,812.75	ELECTRIC SERVICE
BUILD MAINT-OPERATIO	UTILITY EXP / ELECTRICITY	0000065172	2,919.35	ELECTRIC SERVICE
		TOTAL:	50,397.50	
=====				
STERLING SAVINGS BANK	00007077			
EXECUTIVE	TRAVEL & SUBSISTENCE /NON-ED	0000065175	156.23	DUES, T & S
FINANCE	OPERATING SUPPLIES	0000065170	17.12	MISC SUPPLIES
COMMUNITY DEVELOPMEN	COMPUTER SOFTWARE	0000065170	968.94	MISC SUPPLIES
COMMUNITY DEVELOPMEN	OPERATING SUPPLIES	0000065284	182.77	OPERATING/REMODEL
LEGAL/JUDICIAL	REGISTRATION & MEMBERSHIPS	0000065175	348.60	DUES, T & S
MISC. SERVICES	OPERATING SUPPLIES	0000065170	52.58	MISC SUPPLIES
ENGINEERING	OPERATING SUPPLIES	0000065255	336.52	SUPPLIES & TRAVEL EXPENSE
ENGINEERING	TRAVEL & SUBSISTENCE /NON-ED	0000065255	15.00	SUPPLIES & TRAVEL EXPENSE
ENGINEERING	SMALL EQUIPMENT < \$1000	0000065284	332.93	OPERATING/REMODEL
PARK RECREATION	OFFICE SUPPLIES	0000065161	221.07	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	TRAVEL & SUBSISTENCE /NON-ED	0000065161	1,324.00	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	REGISTRATION & MEMBERSHIPS	0000065161	318.57	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	REGISTRATION & MEMBERSHIPS	0000065161	150.00	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	OPERATING SUPPLIES	0000065161	299.49	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	OPERATING SUPPLIES	0000065161	281.53	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	PROFESSIONAL SERVICES	0000065161	140.00	TRAVEL/SUPPLIES/RESALE/PROF SV

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CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number P.O. Amount		Purpose of Purchase
STERLING SAVINGS BANK	00007077			
PARK RECREATION	OPERATING SUPPLIES	0000065161	239.66	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	OPERATING SUPPLIES	0000065161	406.83	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	POSTAGE	0000065161	8.45	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	ADVERTISING	0000065161	21.71	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065161	143.50	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065161	174.47	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	OPERATING SUPPLIES	0000065161	384.63	TRAVEL/SUPPLIES/RESALE/PROF SV
PARK RECREATION	LARSON REC COMPLEX RESALE	0000065161	65.00	TRAVEL/SUPPLIES/RESALE/PROF SV
POLICE	OPERATING SUPPLIES	0000065191	925.73	MISCELLANEOUS
POLICE	POSTAGE	0000065191	239.99	MISCELLANEOUS
POLICE	TRAVEL & SUBSISTENCE /NON-ED	0000065191	295.30	MISCELLANEOUS
POLICE	REGISTRATION & MEMBERSHIPS	0000065191	260.00	MISCELLANEOUS
FIRE	OPERATING SUPPLIES	0000065170	44.90	MISC SUPPLIES
FIRE	OPERATING SUPPLIES	0000065181	592.73	MISC SUPPLIES/T & S
FIRE	OPERATING SUPPLIES	0000065284	55.27	OPERATING/REMODEL
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000065161	174.67	TRAVEL/SUPPLIES/RESALE/PROF SV
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000065161	862.85	TRAVEL/SUPPLIES/RESALE/PROF SV
GRANTS AND DONATIONS	PROFESSIONAL SERVICES	0000065161	100.00	TRAVEL/SUPPLIES/RESALE/PROF SV
STREET	REPAIR AND MAINTENANCE SUPPL	0000065241	64.73	SUPPLIES/T & S/REGIS
WATER	REGISTRATION & MEMBERSHIPS	0000065241	1,189.00	SUPPLIES/T & S/REGIS
SEWER	TRAVEL & SUBSISTENCE /EDUCAT	0000065241	353.22	SUPPLIES/T & S/REGIS
SEWER	REGISTRATION & MEMBERSHIPS	0000065241	965.00	SUPPLIES/T & S/REGIS
STORM WATER	REPAIR AND MAINTENANCE SUPPL	0000065241	53.39	SUPPLIES/T & S/REGIS

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NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
STERLING SAVINGS BANK	00007077			
AIRPORT	REPAIR AND MAINTENANCE SUPPL	0000065241	99.89	SUPPLIES/T & S/REGIS
AMBULANCE SERVICE	REGISTRATION & MEMBERSHIPS	0000065181	185.00	MISC SUPPLIES/T & S
CENTRAL SERVICES	OPERATING SUPPLIES	0000065170	571.49	MISC SUPPLIES
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000065161	93.13	TRAVEL/SUPPLIES/RESALE/PROF SV
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065181	32.27	MISC SUPPLIES/T & S
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000065181	115.21	MISC SUPPLIES/T & S
EQUIP RENTAL-OPERATI	TRAVEL & SUBSISTENCE /NON-ED	0000065181	75.23	MISC SUPPLIES/T & S
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065241	73.27	SUPPLIES/T & S/REGIS
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000065241	30.20	SUPPLIES/T & S/REGIS
=====				
TOTAL:			14,042.07	
UNITED PARCEL SERVICE	00005456			
MISC. SERVICES	POSTAGE	0000065266	22.00	SHIPPING CHARGES
FIRE	POSTAGE	0000065266	6.93	SHIPPING CHARGES
SEWER	POSTAGE	0000065266	11.08	SHIPPING CHARGES
=====				
TOTAL:			40.01	
=====				
REPORT TOTAL:			103,238.01	

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number P.O. Amount		Purpose of Purchase
=====	=====	=====	=====	=====
2M COMPANY INC	00004450			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065278	669.09	MISC SUPPLIES
			=====	
		TOTAL:	669.09	
A & H PRINTERS	00000001			
ENGINEERING	OFFICE SUPPLIES	0000065258	75.53	BUSINESS CARDS
PARK RECREATION	PRINTING & BINDING	0000065165	219.76	YOUTH SPORTS PRINTING
POLICE	PRINTING & BINDING	0000065189	118.15	PRINTING
WATER/BILLING	OPERATING SUPPLIES	0000065272	182.35	WATER SHUT OFF DOOR HANGERS
AMBULANCE SERVICE	OPERATING SUPPLIES	0000065242	156.35	CONTROLLED DRUG SHEETS
			=====	
		TOTAL:	752.14	
A B P A	00006168			
WATER	REGISTRATION & MEMBERSHIPS	0000065199	80.00	MEMBERSHIP DUES
			=====	
		TOTAL:	80.00	
AG WEST DISTRIBUTING CO INC	00006842			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065171	543.87	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065200	319.43	SUPPLIES FOR TRAILER SPRAYER
			=====	
		TOTAL:	863.30	
ALEX BENKO	00000139			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000065247	155.34	PRESC CO-PAY
			=====	
		TOTAL:	155.34	
AMERICAN LINEN	00004927			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000065110	475.46	LINEN SERVICE
			=====	
		TOTAL:	475.46	
BATTERY SYSTEMS	00004673			
FIRE	OPERATING SUPPLIES	0000065253	11.91	BATTERIES
SEWER	OPERATING SUPPLIES	0000065203	61.08	BATTERIES
			=====	
		TOTAL:	72.99	
BESSE MEDICAL SUPPLY	00006688			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000065250	759.61	AMBULANCE SUPPLIES
			=====	
		TOTAL:	759.61	
BLUMENTHAL UNIFORM CO INC	00000133			
POLICE	OPERATING SUPPLIES	0000065192	1,226.48	UNIFORMS
FIRE	OPERATING SUPPLIES	0000065107	92.25	UNIFORM PANTS, FOOTWEAR

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
BLUMENTHAL UNIFORM CO INC AMBULANCE SERVICE	00000133 OPERATING SUPPLIES	0000065107	221.63	UNIFORM PANTS, FOOTWEAR
		=====		
		TOTAL:	1,540.36	
BOUND TREE MEDICAL LLC AMBULANCE SERVICE	00006022 OPERATING SUPPLIES	0000065252	649.56	AMB SUPPLIES, EQUIPMENT
AMBULANCE SERVICE	MINOR EQUIPMENT < \$5000	0000065252	2,536.73	AMB SUPPLIES, EQUIPMENT
		=====		
		TOTAL:	3,186.29	
BRUCE PINKERTON LEGAL/JUDICIAL	00005623 PROFESSIONAL SERVICES	0000065173	697.50	PROF SERV/VARIANCE HEARING
		=====		
		TOTAL:	697.50	
BUD CLARY FORD EQUIP RENTAL-OPERATI	00006454 REPAIR & MAINT. EQUIP. (CONT	0000065201	324.77	REPAIR RADIATOR LEAK
		=====		
		TOTAL:	324.77	
BUREAU OF RECLAMATION SEWER	00003040 MISCELLANEOUS (NOT LISTED BE	0000065202	612.36	STORED GROUND WATER PERMIT
		=====		
		TOTAL:	612.36	
CARTEGRAPH SYSTEMS INC WATER	00005700 COMPUTER SOFTWARE	0000065155	443.32	STORMWATER SOFTWARE
SEWER	COMPUTER SOFTWARE	0000065155	443.34	STORMWATER SOFTWARE
STORM WATER	COMPUTER SOFTWARE	0000065155	443.34	STORMWATER SOFTWARE
		=====		
		TOTAL:	1,330.00	
CASCADE ANALYTICAL INC WATER	00005014 PROFESSIONAL SERVICES	0000065211	242.00	SAMPLE TESTING
SEWER	PROFESSIONAL SERVICES	0000065211	609.56	SAMPLE TESTING
		=====		
		TOTAL:	851.56	
CASCADE NATURAL GAS CORP PARK RECREATION	00000203 UTILITY EXP / GAS	0000065163	197.01	GAS USAGE
PARK RECREATION	UTILITY EXP / GAS	0000065163	819.68	GAS USAGE
FIRE	UTILITY EXP / GAS	0000065277	934.81	NAT GAS SERVICE
BUILD MAINT-OPERATIO	UTILITY EXP / GAS	0000065277	1,120.74	NAT GAS SERVICE
		=====		
		TOTAL:	3,072.24	
CENTRAL MACHINERY SALES INC STORM WATER	00002779 REPAIR AND MAINTENANCE SUPPL	0000065209	10.15	LOCATE PAINT

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	10.15	
CENTRAL WASHINGTON CONCRETE	00003603			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000064905	1,405.60	MISC SUPPLIES
=====				
		TOTAL:	1,405.60	
CERILLIANT	00005099			
SEWER	OPERATING SUPPLIES	0000065207	330.86	LAB TESTING SUPPLIES
=====				
		TOTAL:	330.86	
CHASE PAYMENTECH-EFT	00004046			
WATER/BILLING	BANK CHARGES	0000065268	847.87	CREDIT CARD FEES
SEWER/BILLING	BANK CHARGES	0000065268	594.52	CREDIT CARD FEES
SANITATION FUND	BANK CHARGES	0000065268	348.57	CREDIT CARD FEES
STORM WATER	BANK CHARGES	0000065268	116.19	CREDIT CARD FEES
AMBULANCE SERVICE	BANK CHARGES	0000065268	149.30	CREDIT CARD FEES
=====				
		TOTAL:	2,056.45	
CITY OF MOSES LAKE	00008102			
ENGINEERING	REGISTRATION & MEMBERSHIPS	0000065108	250.00	BOUNDRY LINE ADJUSTMENT
=====				
		TOTAL:	250.00	
	00008106			
SEWER	REPAIR & MAINT. OTHER (CONTR	0000065195	2,086.01	RETAIN PE 3 ANDRSN BIOSLDS DEW
SEWER	BUILDINGS (CONSTRUCTION)	0000065206	3,598.85	RETAIN/CSC GEN CONTRACTING
=====				
		TOTAL:	5,684.86	
	00008201			
PARK RECREATION	UTILITY EXP / W-S-G	0000065280	498.15	WATER SERVICE
SEWER	UTILITY EXP / W-S-G	0000065280	836.04	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXP / W-S-G	0000065280	195.69	WATER SERVICE
=====				
		TOTAL:	1,529.88	
COLUMBIA BASIN DAILY HERALD	00000210			
PARK RECREATION	ADVERTISING	0000065166	285.12	REC PROGRAM ADVERTISING
PARK RECREATION	ADVERTISING	0000065166	285.13	REC PROGRAM ADVERTISING
=====				
		TOTAL:	570.25	
COLUMBIA BEARING SALES	00000274			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065184	20.53	MOUNTED BALL COMPONENTS

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number P.O. Amount		Purpose of Purchase
=====				
		TOTAL:	20.53	
COMMERCIAL TIRE	00005968			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000065208	713.46	NEW TIRES
		TOTAL:	713.46	
CONSOLIDATED ELECTRIC DIST	00000819			
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000065210	577.21	FLUOR LAMPS
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000065210	10.55	FLUOR LAMPS
		TOTAL:	587.76	
CSC GENERAL CONTRACTING	00004008			
SEWER	BUILDINGS (CONSTRUCTION)	0000065205	74,064.15	2ND PE/LARSON STORAGE BLG
		TOTAL:	74,064.15	
DANIEL W CRADDOCK	00000281			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000065246	439.50	PRESC CO-PAY
		TOTAL:	439.50	
DAY WIRELESS SYSTEMS	00005517			
POLICE	REPAIR & MAINT. EQUIP. (CONT	0000065190	483.61	REPAIRS
		TOTAL:	483.61	
DEAN GADDIS	00004822			
POLICE	POSTAGE	0000065188	6.69	POSTAGE
		TOTAL:	6.69	
DEPT OF HEALTH	00005763			
WATER	MISCELLANEOUS (NOT LISTED BE	0000065212	8,991.04	OPERATING PERMIT FEE
		TOTAL:	8,991.04	
EASTERN CASCADE DIST	00006909			
POLICE	OPERATING SUPPLIES	0000065217	44.00	DRINKING WATER
		TOTAL:	44.00	
ELVIS SWISHER	00002623			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000065243	175.15	PRESC CO-PAY
		TOTAL:	175.15	
FABER INDUSTRIAL SUPPLY	00000501			
PARK RECREATION	OPERATING SUPPLIES	0000065127	85.80	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065127	52.54	MISC SUPPLIES
WATER	REPAIR AND MAINTENANCE SUPPL	0000065214	101.93	WISE, SCREWS, BROOMS
WATER	SMALL EQUIPMENT < \$1000	0000065214	206.36	WISE, SCREWS, BROOMS

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FABER INDUSTRIAL SUPPLY	00000501			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000065214	17.60	WISE, SCREWS, BROOMS
			=====	
			TOTAL:	464.23
FASTENAL COMPANY	00007372			
STREET	REPAIR AND MAINTENANCE SUPPL	0000065215	26.23	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000065215	941.70	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000065215	20.00	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065215	14.33	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000065215	532.62	MISC SUPPLIES
			=====	
			TOTAL:	1,534.88
FERRELLGAS	00002207			
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000065213	42.62	PROPANE
			=====	
			TOTAL:	42.62
FIRE PROGRAMS	00005760			
FIRE	PROFESSIONAL SERVICES	0000065257	1,380.00	SUPPORT AND UPGRADE
			=====	
			TOTAL:	1,380.00
FOOD SERVICES OF AMERICA	00007168			
PARK RECREATION	LARSON REC COMPLEX RESALE	0000065169	1,479.28	LRC RESALE
			=====	
			TOTAL:	1,479.28
FREDERICK HAYNES	00000730			
POLICE	DIRECT MEDICAL PAYMENTS	0000065245	72.18	PRESC CO-PAY
			=====	
			TOTAL:	72.18
GRAINGER PARTS OPERATIONS	00002755			
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000065218	85.34	BATHROOM CLEANER
			=====	
			TOTAL;	85.34
HACH COMPANY	00000712			
WATER	OPERATING SUPPLIES	0000065281	10,864.40	REAGENT/CHLORINE MONITORS
SEWER	OPERATING SUPPLIES	0000065220	116.53	SENSOR CAP
			=====	
			TOTAL:	10,980.93
HI LINE INC	00006008			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065219	182.55	MISC STOCK SUPPLIES
			=====	
			TOTAL:	182.55
IBS INC	00004860			
WATER	OPERATING SUPPLIES	0000065221	195.82	DRILL BITS/STOCK SUPPLIES

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
IBS INC	00004860			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065221	729.44	DRILL BITS/STOCK SUPPLIES
			=====	
			TOTAL:	925.26
JERRYS AUTO SUPPLY	00005835			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065197	20.34	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065222	270.68	MISC SUPPLIES
			=====	
			TOTAL:	291.02
JIM WHITMORE	00003621			
SEWER	MISCELLANEOUS (NOT LISTED BE	0000065237	85.00	REIMB CDL ENDORSEMENT
			=====	
			TOTAL:	85.00
KELLY PRINTING SUPPLIES	00004391			
CENTRAL SERVICES	OPERATING SUPPLIES	0000065273	1,275.90	TONER
			=====	
			TOTAL:	1,275.90
MARK HICKOK	00006750			
PARK RECREATION	TRAVEL & SUBSISTENCE /NON-ED	0000065185	97.14	TRAVEL EXPENSE REIMBURSEMENT
			=====	
			TOTAL:	97.14
MARV ELLESTAD	00007174			
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000065183	863.20	STOCK PILE/TOP SOIL
			=====	
			TOTAL:	863.20
MERCHANT SOLUTIONS - EFT	00005882			
COMMUNITY DEVELOPMEN	BANK CHARGES	0000065269	56.32	CREDIT CARD FEES
ENGINEERING	BANK CHARGES	0000065269	22.26	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000065269	74.91	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000065269	29.95	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000065269	564.60	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000065269	164.50	CREDIT CARD FEES
POLICE	BANK CHARGES	0000065269	30.79	CREDIT CARD FEES
FIRE	BANK CHARGES	0000065269	26.23	CREDIT CARD FEES
WATER/BILLING	BANK CHARGES	0000065269	28.18	CREDIT CARD FEES
SEWER/BILLING	BANK CHARGES	0000065269	19.76	CREDIT CARD FEES
SANITATION FUND	BANK CHARGES	0000065269	11.58	CREDIT CARD FEES

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		P.O. Number	P.O. Amount	
MERCHANT SOLUTIONS - EFT	00005882			
STORM WATER	BANK CHARGES	0000065269	3.86	CREDIT CARD FEES
AMBULANCE SERVICE	BANK CHARGES	0000065269	4.96	CREDIT CARD FEES
		=====		
		TOTAL:	1,037.90	
MICROFLEX INC	00005896			
FINANCE	MISCELLANEOUS (NOT LISTED BE	0000065274	46.91	TAX AUDIT PROGRAM
		=====		
		TOTAL:	46.91	
MLHS BOYS BASKETBALL BOOSTER	00004983			
PARK RECREATION	PROFESSIONAL SERVICES	0000065193	634.06	LITTLE DRIBBLERS PROGRAM
		=====		
		TOTAL:	634.06	
MOSES LAKE STEEL SUPPLY	00001268			
PARK RECREATION	OPERATING SUPPLIES	0000065131	37.65	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000065131	4.66	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000065223	35.19	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065223	221.94	MISC SUPPLIES
		=====		
		TOTAL:	299.44	
MOSES LAKE UPHOLSTERY	00001211			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000065224	53.96	SEAT COVERS
		=====		
		TOTAL:	53.96	
NORCO ENTERPRISES INC	00006590			
PARK RECREATION	OPERATING SUPPLIES	0000065180	7.12	CYLINDER RENTAL/MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000065180	466.84	CYLINDER RENTAL/MISC SUPPLIES
AMBULANCE SERVICE	OPERATING SUPPLIES	0000065149	315.12	MEDICAL OXYGEN
		=====		
		TOTAL:	789.08	
NORTH CENTRAL WASHINGTON FENCE	00006902			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065132	55.03	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065132	45.86	MISC SUPPLIES
		=====		
		TOTAL:	100.89	
NORTHWEST HOSE & FITTINGS	00001302			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065225	183.76	PARTS FOR TACK SYSTEM
		=====		
		TOTAL:	183.76	
OGDEN MURPHY WALLACE INC	00006727			
LEGAL/JUDICIAL	PROFESSIONAL SERVICES	0000065249	447.98	PROF SERVICE

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		P.O. Number	P.O. Amount	
=====				
		TOTAL:	447.98	
OLIVIA MARTINEZ	00006311			
POLICE	OPERATING SUPPLIES	0000065198	54.13	UNIFORM
=====				
		TOTAL:	54.13	
POLYJOHN ENTERPRISES CORP	00005123			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065187	2,796.41	MISC RESTROOM SUPPLIES/PARTS
=====				
		TOTAL:	2,796.41	
PROGRESSIVE MEDICAL INTL	00006656			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000065254	3,842.56	AMBULANCE SUPPLIES
=====				
		TOTAL:	3,842.56	
PUBLIC FLEET MANAGERS ASSOC	00003746			
EQUIP RENTAL-OPERATI	REGISTRATION & MEMBERSHIPS	0000065226	120.00	MEMBERSHIP DUES
=====				
		TOTAL:	120.00	
PUD OF GRANT COUNTY	00001501			
PARK RECREATION	UTILITY EXP / ELECTRICITY	0000065276	1,381.10	ELEC SERVICE/ST LIGHTS
STREET	UTILITY EXP / ELECTRICITY	0000065276	36,832.37	ELEC SERVICE/ST LIGHTS
=====				
		TOTAL:	38,213.47	
QUILL CORPORATION	00004811			
FIRE	OPERATING SUPPLIES	0000065109	64.24	COFFEE, LABELS
WATER	OFFICE SUPPLIES	0000065227	42.05	BINDERS, MESSAGE BOOK
AMBULANCE SERVICE	OPERATING SUPPLIES	0000065109	64.24	COFFEE, LABELS
=====				
		TOTAL:	170.53	
RAINBOW FLYING SERVICE	00003974			
AIRPORT	REPAIR & MAINT. OTHER (CONTR	0000065228	400.00	SNOW PLOWING
=====				
		TOTAL:	400.00	
RALPH ROGERS	00002853			
POLICE	DIRECT MEDICAL PAYMENTS	0000065244	74.32	PRESC CO-PAY
=====				
		TOTAL:	74.32	
ROADWISE INC	00004402			
STREET	REPAIR AND MAINTENANCE SUPPL	0000065229	5,665.95	FEEZGARD
=====				
		TOTAL:	5,665.95	
ROB HARRIS	00006459			
ENGINEERING	MISCELLANEOUS (NOT LISTED BE	0000065216	85.00	CDL LICENSE REIMBURSEMENT

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=====				
		TOTAL:	85.00	
ROBIN HICKOK	00004990			
PARK RECREATION	TRAVEL & SUBSISTENCE /NON-ED	0000065186	224.53	REIMBURSE TRAVEL EXPENSES
=====				
		TOTAL:	224.53	
ROYCE ROLLS RINGER	00004390			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000065164	990.20	TP DISPENSER/TUBE/LOCK
=====				
		TOTAL:	990.20	
SAFETY KLEEN CORP	00004265			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. OTHER (CONTR	0000065231	517.33	ANTIFREEZE
=====				
		TOTAL:	517.33	
SETON IDENTIFICATION PRODUCTS	00004958			
BUILD MAINT-CONST. P	BUILDINGS (CAPITAL IMPROVEME	0000065230	76.45	RESTROOM SIGN
=====				
		TOTAL:	76.45	
SHELLY MCCUITION	00005589			
FIRE	TRAVEL & SUBSISTENCE /NON-ED	0000065251	19.20	REIMB MILEAGE
=====				
		TOTAL:	19.20	
SHERWIN-WILLIAMS	00006229			
PARK RECREATION	OPERATING SUPPLIES	0000065137	669.75	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000065204	74.05	PAINT
=====				
		TOTAL:	743.80	
SIGNS NOW	00007051			
PARK RECREATION	OPERATING SUPPLIES	0000065182	156.51	DIVING BOARD SIGN
=====				
		TOTAL:	156.51	
SOLID WASTE SYSTEMS INC	00005276			
STORM WATER	REPAIR AND MAINTENANCE SUPPL	0000065233	146.37	CAMERA, CHAIN
EQUIP RENTAL-OPERATI	SMALL EQUIPMENT < \$1000	0000065233	638.82	CAMERA, CHAIN
=====				
		TOTAL:	785.19	
SPECTRUM COMMUNICATIONS	00002691			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000065081	75.15	REPLACE RADIO ANTENNA
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065232	50.71	BATTERY, REPAIRS
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000065232	99.11	BATTERY, REPAIRS
=====				
		TOTAL:	224.97	
SUNRISE ENVIRON SCIENTIFIC	00005283			
PARK RECREATION	OPERATING SUPPLIES	0000065160	491.00	MISC SUPPLIES

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=====				
			TOTAL:	491.00
SUNTRUST	00007361			
EQUIPMENT LEASES	PRINCIPAL CAPITAL LEASE	0000065270	319.42	#35 LEASE PYMT/MARCH
EQUIPMENT LEASES	INTEREST ON CAPITAL LEASES/I	0000065270	8.49	#35 LEASE PYMT/MARCH
W/S LEASES	PRINCIPAL CAPITAL LEASE	0000065270	3,415.77	#35 LEASE PYMT/MARCH
W/S LEASES	INTEREST ON CAPITAL LEASES/I	0000065270	137.73	#35 LEASE PYMT/MARCH
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000065270	9,491.51	#35 LEASE PYMT/MARCH
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000065270	205.33	#35 LEASE PYMT/MARCH
=====				
			TOTAL:	13,578.25
T M G SERVICES INC	00006368			
WATER	MACHINERY & EQUIPMENT NONLEA	0000065234	61,991.79	DILUTION SYSTEM
=====				
			TOTAL:	61,991.79
THOMAS R CRAGHEAD	00002731			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000065248	517.84	PRESC CO-PAY
=====				
			TOTAL:	517.84
TODD SCHANZE	00005800			
PARK RECREATION	OPERATING SUPPLIES	0000065179	157.10	CPR TRAINING BOOKS/CERT CARDS
=====				
			TOTAL:	157.10
TRANSPORTATION REVOLVING FUND	00001922			
FIRE	TRAVEL & SUBSISTENCE /EDUCAT	0000064939	91.61	T & S/EMS TRAINING
=====				
			TOTAL:	91.61
UTIL UNDRGRND LOCATION CENTER	00004598			
WATER	MISCELLANEOUS (NOT LISTED BE	0000065235	43.68	UTILITY LOCATES
SEWER	MISCELLANEOUS (NOT LISTED BE	0000065235	43.68	UTILITY LOCATES
STORM WATER	MISCELLANEOUS (NOT LISTED BE	0000065235	43.68	UTILITY LOCATES
=====				
			TOTAL:	131.04
VERIZON WIRELESS	00002107			
AMBULANCE SERVICE	TELEPHONE	0000065275	177.24	MONTHLY ACCESS CHARGE
=====				
			TOTAL:	177.24
W C P SOLUTIONS	00006671			
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000065239	163.49	REPAIR AND CLEANING SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000065239	771.46	REPAIR AND CLEANING SUPPLIES

DATE 2/20/13
TIME 14:20:03

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XAPPRVD

CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
02/26/2013

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
TOTAL:			934.95	
W S C A A	00006060			
AIRPORT	MISCELLANEOUS (NOT LISTED BE	0000065177	220.00	MEMBERSHIP/REGIS-CONF
=====				
TOTAL:			220.00	
WEAVER EXTERMINATING SERVICE	00004290			
STREET	PROFESSIONAL SERVICES	0000065238	127.32	RODENT CONTROL
=====				
TOTAL:			127.32	
WEINSTEIN BEVERAGE COMPANY	00005990			
PARK RECREATION	OPERATING SUPPLIES	0000065167	322.87	BLEACH/SOAP
PARK RECREATION	OPERATING SUPPLIES	0000065167	402.68	BLEACH/SOAP
PARK RECREATION	LARSON REC COMPLEX RESALE	0000065168	646.85	LRC RESALE
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000065236	1,300.26	PAPER PRODUCTS
=====				
TOTAL:			2,672.66	
WENATCHEE VALLEY MEDICAL CTR	00005069			
PARK RECREATION	PROFESSIONAL SERVICES	0000065174	252.25	DOT PHYSICAL/VACCINES
SEWER	PROFESSIONAL SERVICES	0000065174	80.00	DOT PHYSICAL/VACCINES
=====				
TOTAL:			332.25	
WEST PAYMENT CENTER	00004968			
LEGAL/JUDICIAL	BOOKS /LESS \$100.00 TOTAL VA	0000065176	931.18	LEGAL BOOKS
=====				
TOTAL:			931.18	
WESTERN PETERBILT INC	00006802			
STREET	REPAIR & MAINT. EQUIP. (CONT	0000065240	821.33	INSTALL CHAINS, FILTERS
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000065240	297.72	INSTALL CHAINS, FILTERS
=====				
TOTAL:			1,119.05	
XPRESS BILL PAY - EFT	00006421			
WATER/BILLING	BANK CHARGES	0000065267	427.84	CREDIT CARD FEES
SEWER/BILLING	BANK CHARGES	0000065267	300.00	CREDIT CARD FEES
SANITATION FUND	BANK CHARGES	0000065267	175.89	CREDIT CARD FEES
STORM WATER	BANK CHARGES	0000065267	58.63	CREDIT CARD FEES
AMBULANCE SERVICE	BANK CHARGES	0000065267	75.34	CREDIT CARD FEES
=====				
TOTAL:			1,037.70	

DATE 2/20/13
TIME 14:20:03

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
02/26/2013

NAME OF VENDOR	VENDOR NO	Expenditure Account			
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase	
=====					
			=====		
REPORT TOTAL:			275,831.99		

DATE 2/20/13
TIME 14:20:04

TOTALS PAGE
XAPPRVD

CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
02/26/2013

TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	25,461.95
116	STREET	43,473.20
275	EQUIPMENT LEASES	327.91
410	WATER/SEWER	169,584.86
483	W/S LEASES	3,553.50
490	SANITATION FUND	536.04
493	STORM WATER	822.22
495	AIRPORT	620.00
498	AMBULANCE SERVICE FUND	9,428.10
517	CENTRAL SERVICES	1,275.90
519	EQUIPMENT RENTAL	14,552.62
528	BUILD MAINTENANCE	4,907.86
611	FIREMANS PENSION	1,287.83
	TOTAL	275,831.99

CHANGES TO BE MADE SHOULD BE LISTED BELOW

VEND NO.	P.O. NO.	AMT LISTED	CORRECTED AMT	ACTION TO BE TAKEN
.....
.....
.....

CORRECT AMOUNT TO BE PAID

*
* C L A I M S A P P R O V A L *
*
* WE, THE UNDERSIGNED COUNCILMEN OF THE CITY OF MOSES LAKE, WASHINGTON, DO HEREBY CERTIFY THAT THE MERCHANDISE *
* OR SERVICES SPECIFIED HAVE BEEN RECEIVED AND THAT ABOVE CLAIMS ARE APPROVED, AS NOTED, FOR PAYMENT *
* IN THE AMOUNT OF \$275,831.99 THIS 26TH DAY OF FEBRUARY, 2013 *
*
*
* *
* COUNCIL MEMBER COUNCIL MEMBER *
*
*
* *
* COUNCIL MEMBER FINANCE DIRECTOR *



February 20, 2013

Joe Gavinski
City of Moses Lake
PO Box 1579
Moses Lake, WA 98837

Dear Joe,

Thank you so much for allowing us to host the Basin BBQ Bash for the last two years. We had so much positive feedback from the community, the downtown merchants and the participants that we would like to continue this two day event this year, September 21 and 22nd. It is a BBQ Competition in connection with the Pacific Northwest BBQ Association (PNWBA). There will be between 15 and 25 teams competing for a \$5,000 purse and points that allow them to compete at national events. The public will be invited to attend and can purchase tickets to sample the BBQ from the some of the teams.

We are requesting:

1. permission to close Third Avenue from Alder Street and the 200 and 300 blocks of S Ash Street from Saturday, September 21st, from 6 am – Sunday, September 22nd at 6 pm.
 - a. We would not close any of the cross streets except Ash Street.
 - b. We would keep a fire lane available in the 100 E and 100 W blocks of Third Ave as per conversations with Chief Tom Taylor and Chief Dean Mitchell.
2. permission to close Third Avenue from Beech Street to Cedar Street from 8 am – 6 pm daily but not overnight.
3. permission to use Sinkiuse Square both days for the purpose of entertainment and judging. I have checked with the Park and Recreation calendar and this date is available. I have also completed the Moses Lake Parks and Recreation Special Event Application which is attached.
4. permission to allow a non-profit group to host a beer garden in the 300 block of Ash Street for the public as we have the last two years without incident.
5. permission to allow the discharge of grey water into the City sewer system.
6. permission for dump fees to be absorbed by the City.
7. that the team members be allowed to stay in self-contained vehicles overnight in the Surf 'n Slide parking lot as this is close in proximity to their cooking set up on Third Avenue.

Thank you very much for your consideration.

Have a GREAT day!

Marianne Kirwan
Executive Director



Basin BBQ Bash Map of Event

Beer Garden: S Ash Street – 300 Block

Food and Commercial Vendors: S Ash (200 Block) in parking spaces and W Third (200 block)

Water: ARTGARDEN Pottery & MLBA building & outside of the restroom in Sinkiuse Square (see white Hoses)

Garbage Dumpster: Behind Sinkiuse Square in parking lot

Gray Water: Alley entrance near Pho' Saigon ☘

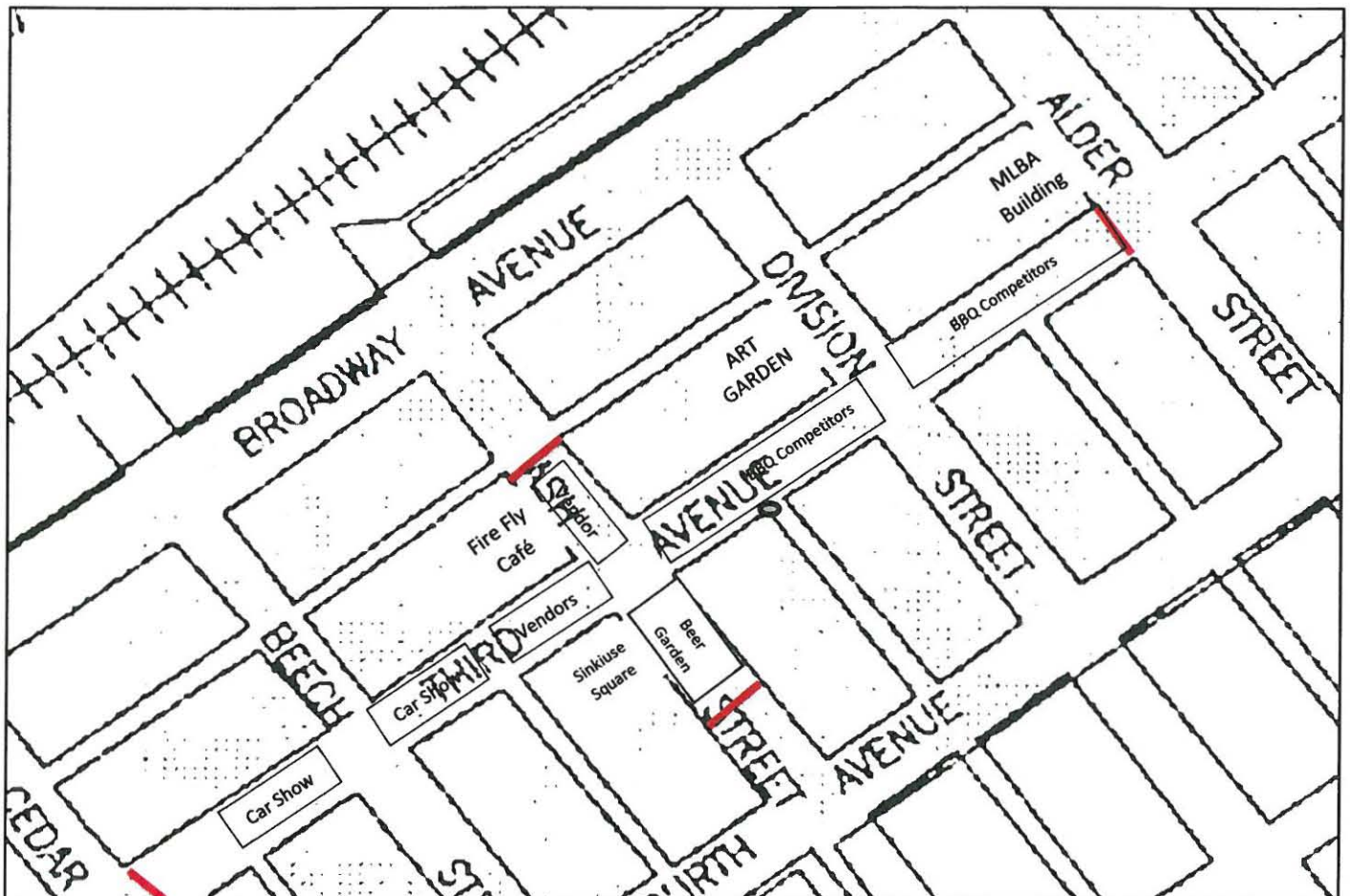
BBQ Competition: Third Ave (100 E and 100 W Blocks)

Fire Lanes: 20' wide and ½ block long on Third Ave (100 E Block, 100 W Block and 200 W Block)

Entertainment: Sinkiuse Square

2 Portapotties and 1 wash station: Corner of Division and Third Ave, Corner of Third and Beech St

Car Show: Saturday only W Third Ave (200 & 300 Blocks)



February 21, 2013

TO: City Manager for Council Consideration
FROM: Community Development Director
SUBJECT: Ordinance - Amend Chapter 18.58, Signs - 2nd Reading

Attached is an ordinance amending Chapter 18.58, Signs, of the Moses Lake Municipal Code that would allow for the placement of wayfinding signs, which are currently not permitted under the Sign Code.

The ordinance is presented for Council consideration. This is the second reading of the ordinance.

Respectfully submitted

A handwritten signature in blue ink, appearing to be 'GA', is written above the printed name.

Gilbert Alvarado
Community Development Director

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 18.58 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "SIGNS"

THE CITY COUNCIL OF THE CITY OF MOSES LAKE, WASHINGTON ORDAINS AS FOLLOWS:

Section 1. Chapter 18.58 of the Moses Lake Municipal Code entitled "Signs" is amended as follows:

18.58.020 Definitions:

- A. Abandoned Sign: means a sign which no longer serves its intended purpose.
- B. Architectural Appendage Sign: means a building sign that is suspended from, attached to, applied to, or part of an awning, marquee, false mansard, canopy, or similar projection from the exterior walls of a building.
- C. Billboard: means an off-site sign that is substantial in size and construction, usually is owned by an outdoor advertising company, and contains advertising space that is for rent or lease.
- D. Building: means an enclosed structure for a use or occupancy.
- E. Building Sign: means any sign that is attached or applied to, mounted on, suspended from, painted on, or part of the exterior of a building or architectural appendage, including the roof and facade.
- F. Cabinet Sign: means a sign enclosure which has access for the replacement of one (1) or more sign faces and lamps, if internally-illuminated.
- G. Changeable Copy Sign: means a sign that is designed to easily rotate or alternate messages by mechanical means. Examples of changeable copy signs are reader boards with removable letters.
- H. Community Sign: means a temporary sign that promotes, celebrates, or commemorates a community event, public awareness, community service, holiday season, or similar public function.
- I. Construction Sign: means a temporary standing or portable sign that is non-illuminated. A construction sign provides information about a construction project.
- J. Directional Sign: means a sign which only identifies a business or activity and directs traffic to that business or activity.
- K. Directory Sign: means a sign that has space which is limited to the name, address, and logo of the developed site and the names, addresses, and logos of several on-site businesses, organizations, or facilities.
- L. Double-Face Sign: means two (2) sign faces which are identical in size and message and either are displayed back-to-back or within 30° interior angle.
- M. Electronic Sign: means an on-premise advertising sign having a signboard display that can be changed by an electrical, electronic, or computerized process.
- N. Facade: means one (1) or more exterior walls of a building that face one (1) direction, including parapets and openings such as doors and windows.
- O. Flashing Sign: means a sign that has external or internal lighting which changes intensity, rotates, animates, travels, or switches on and off in a blinking manner. Examples of such lighting are lamp banks with blinking or traveling messages, traveling arrows and revolving

beacons.

- P. Free-Standing Sign: means a sign that has vertical support which is permanently anchored in the ground. Examples are pole (or pylon), post, and monument signs.
- Q. Freeway Interchange Sign: means a free-standing sign that is intended to attract the attention of traffic entering or exiting an Interstate 90 interchange. A freeway interchange sign is located within one thousand five hundred feet (1,500') of the interchange as measured from the centerline of Interstate 90 right-of-way and the intersecting right-of-way centerline.
- R. Freeway Sign: means a free-standing sign that is intended to attract the attention of traffic on Interstate 90. A freeway sign is located within two hundred fifty feet (250') of Interstate 90 right-of-way.
- S. Garage Sale Sign: means a temporary sign for the sale of household items.
- T. Home Occupation Sign: means an on-site sign that advertises a home occupation as defined in Section 18.55.020 of this title.
- U. Incidental Sign: means a non-illuminated, on-site, convenience sign. Examples of incidental signs are credit card, telephone, and restroom signs.
- V. Monument Sign: means a free-standing sign in the shape of a monolith. Usually the sign is vertically supported on a base which is on a pedestal, but the sign may be a pole-covered sign. A monument sign is intended to be viewed at eye level.
- W. Non-Conforming Sign: means a permanent sign that was lawfully erected, installed, or otherwise displayed according to the applicable Grant County or city zoning regulations, but does not conform to the sign regulations of this chapter.
- X. Off-Site Sign: means a sign that is not related to an activity that is on the same site as the sign, or the sign is on a vacant site.
- Y. Official Sign or Legal Notice: means an official sign or legal notice issued by a court, public agency, or as authorized by law or federal, county, or city authority.
- Z. On-Site Sign: means a sign that is related to an activity that is on the same site as the sign.
- AA. Permanent Sign: means any sign which is not a temporary sign as defined in Section 18.58.020.OO.
- BB. Pole (or Pylon) Sign: means a free-standing sign on one (1) or more upright supports in a foundation. The upright supports may be covered for aesthetic purposes. A pole sign is the same as a pylon sign.
- CC. Portable Sign: means a sign that either is a sign structure or is part of or affixed to a sign structure that is designed to be movable.
- DD. Private Warning/Directional Sign: means a permanent, portable, or temporary sign that is erected for a private purpose such as KEEP OUT, NO TRESPASSING, RIGHT TURN ONLY, STOP, SECURITY ALARM, or NO DUMPING.
- EE. Projecting Sign: means a type of building sign that either is: 1) mounted at right angle to a facade; 2) suspended under an architectural appendage and at right angle to a facade; or 3) a wall sign that extends eighteen (18) or more horizontal inches from the facade.
- FF. Public Facility Directional Sign: means a sign, in the public zone, which only identifies a public facility or activity and directs traffic to that public facility or activity.

- GG. Public or Recreational Identification Sign: means a sign for a public or semi-public facility or area. Examples of such signs are park, school, or hospital signs.
- HH. Real Estate Sign - Other: means a sign that either advertises a parcel or lot of non-residential land, or the buildings thereon, or both which is for sale, lease, or rent.
- II. Real Estate Sign - Residential Lot: means a sign that either advertises a parcel or lot of residential land, or the buildings thereon, or both which is for sale, lease, or rent. Residential land includes land that is vacant and within a residential zone or land that is in residential use, regardless of zone.
- JJ. Residential Identification Sign: means a sign that identifies a residential subdivision, planned residential development, neighborhood, condominium development, manufactured home park, multi-family residential development, or similar residential developments.
- KK. Residential Subdivision Sign: means a sign which advertises the sale of lots in a residential subdivision, parcels in a manufactured home binding site plan, or lots in a residential planned development.
- LL. Right-Of-Way: means a corridor which either is reserved for or contains a public street, road, alley, pathway, highway, or freeway.
- MM. Roof Sign: means a building sign that is mounted on the roof of a building as defined in this section. A roof sign does not project beyond the vertical planes of the building facades.
- NN. Sandwich Board Sign: means a portable sign that is A-frame, does not exceed four feet (4') in height or two feet (2') in width, and is non-illuminated.
- OO. Sign: means a visual message that is displayed to attract the outdoor attention of the general public. A sign may be: 1) advertising of a generic or specific product, item, or service; 2) a promotion of an activity or event; 3) any other implicit or explicit message which informs, alerts, directs attention to, or warns; 4) the name of a business, building, place, or organization; or 5) any combination of advertising, promotion, other message, or name. A sign may consist of, but is not limited to words, pictures, drawings, logos, symbols, other graphics, border, trim, frame, cabinet, background, space, material, or devices which are integral to the visual message. A sign may contain multiple visual messages which are related in content and proximity.
- PP. Sign Face: means one dimension of a sign that contains the visual message.
- QQ. Sign Height: means the vertical distance as measured from finished grade at the base of a sign or sign structure to the top of the sign.
- RR. Sign Structure: means the horizontal and vertical support for a sign.
- SS. Site: means either: 1) a parcel of unplatted land, a parcel in a binding site plan, a tract, or a lot in a subdivision; or 2) two (2) or more contiguous parcels, tracts, or lots under one (1) ownership without intervening right-of-way and identified or delineated as one (1) development site; or 3) two (2) or more contiguous parcels, tracts, or lots under different ownerships, without intervening right-of-way, and identified or delineated as one (1) development site.
- TT. Street Frontage: means that portion of a site boundary that borders one or more streets as defined in Section 18.06.590.
- UU. Temporary Sign: means a sign affixed to, applied on, or made from lightweight material, with or without a frame or backing which is designed to be displayed for a limited time including, but not limited to, a feather or tear drop sign. Examples of lightweight materials are vinyl, cardboard, card stock, corrugated plastic, and fabric.

- VV. Traffic Control Sign: means any permanent or temporary traffic control, traffic signal, or construction sign that is subject to: 1) the latest edition of the Standard Specifications for Road, Bridge, and Municipal Construction as published by the Washington State Department of Transportation in conjunction with the Washington State Chapter of the American Public Works Association, as amended by the City of Moses Lake Community Street and Utility Standards; and 2) the Manual on Uniform Traffic Control Devices.
- WW. Vehicle Sign: means a sign that is affixed or painted on a vehicle which is primarily used for transportation rather than parked for the purpose of displaying the sign.
- XX. Wall Sign: means a building sign that is painted or flush-mounted on a facade, fascia, or architectural appendage, less than eighteen inches (18") horizontal projection.
- YY. Wayfinding Sign: an off-premise sign that is part of a City-sponsored and coordinated program for the purpose of facilitating vehicular tourist and pedestrian traffic to local tourist destinations.
- ZZYY. Wheeler Corridor Heavy Industrial Area: means the area within City limits, located east of Road L and zoned Heavy Industrial.
- AAZZ. Window or Door Sign: means a building sign that is suspended or mounted flush with an exterior window, or painted on a window or door, and directed outside.

18.58.030 Sign Regulations:

- A. Only a sign as defined in Section 18.58.020.OO is subject to the provisions of this chapter.
- B. A sign type that is listed "A" in the following table is allowed to be displayed, subject to the applicable sign regulations listed in this section and in the table.
- C. A sign type that is listed "P" in the following table is prohibited from display, unless it is a non-conforming sign as provided in Section 18.58.090.
- D. A sign type that is listed "E" in the following table is exempt from the provisions of this chapter.
- E. A sign type that is not listed in the following table is not allowed to be displayed.
- F. A sign shall comply with applicable provisions of the State Building Code and Chapter 16.02 of this code entitled Building Permits.
- G. A sign is subject to Chapter 8.14 of this code entitled Nuisances.
- H. State law (RCW 70.54.090) prohibits the attachment of a sign to a utility pole.
- I. No sign is allowed on or over right-of-way except as approved by City Council for city streets. No sign is allowed within right-of-way of the interstate or primary system where there are no curbs. A sign may be allowed within right-of-way of the primary system where there are curbs and other streets, subject to the following conditions and circumstances:
 1. A projecting sign is allowed over a sidewalk in right-of-way in the C-1 Zone and in the C-2 Zone where the building is not set back from right-of-way, provided that the sign does not project more than eighty percent (80%) of the distance between the right-of-way line and back of curb line, and there is a minimum of eight feet (8') vertical clearance under the sign
 2. A political sign is allowed in right-of-way subject to the remainder of the applicable sign regulations in this section and in the following table.
- J. No permanent sign is allowed on or over a public utility easement.

- K. A permanent sign may be allowed over but not on a municipal easement, upon approval by the Municipal Services Director.
- L. Every sign shall be maintained in a safe and secure manner. A torn, broken, hazardous, dilapidated, or outdated sign, as determined by the Building Official, shall be repaired, replaced, or removed.
- M. The City Engineer shall review each application for a sign permit for sight distance. The City Engineer shall consider whether a sign would be located or constructed so as to obscure or obstruct an official traffic sign, signal, or device, or obstruct a motorist's view of approaching, merging, or intersecting traffic before approving or disapproving the application.
- N. Internal or external sign lighting shall be shaded, hooded, site screened, or directed so that the light's intensity or brightness shall neither adversely affect adjacent or nearby property, nor create a public nuisance, nor create a traffic hazard.
- O. A sign may be located within the front or exterior yard (as defined in sections 18.06.630 and 18.06.650 of this title) but shall not be located in the interior side or rear yard (as defined in sections 18.06.650 and 18.06.640 of this title).
- P. Where electronic signs are allowed, the following conditions apply:
1. The message shall have a static display time of at least two (2) seconds after moving on to the signboard, with all segments of the total message to be displayed within ten (10) seconds.
 2. Displays may travel horizontally or scroll vertically onto electronic signboards, but must hold in a static position for two (2) seconds after completing the travel or scroll.
 4. Electronic signs requiring more than four (4) seconds to change from one (1) single message display to another shall be turned off during the change interval.
 5. No electronic sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed eight thousand (8,000) nits or equivalent candelas during daylight hours, or one thousand (1,000) nits (illuminative brightness measurement), or equivalent candelas between dusk and dawn. Signs found to be too bright shall be adjusted as directed by the City of Moses Lake.
 6. Minimum height for the sign shall be thirteen feet (13') from grade of the adjacent roadway to the bottom of sign.
 7. The sign background shall not be white in color. White lights shall not be used as the sign background.
 8. Businesses, churches, or schools are allowed changeable signs providing that changeable displays in residential zones shall be turned off between the hours of 10 p.m. and 7 a.m.
- Q. No sign shall be erected or maintained if it is visible from the main traveled way of the interstate or primary system except as permitted by Washington Administrative Code Chapter 468-66 entitled HIGHWAY ADVERTISING CONTROL ACT or Revised Code of Washington Chapter 47.42 entitled HIGHWAY ADVERTISING CONTROL ACT - SCENIC VISTAS ACT.
- R. Signs constructed of temporary sign materials, as defined in Section 18.58.010.TT, shall not be used as a permanent sign. Any sign that does not currently meet this standard must be removed within ninety (90) days.

SIGN REGULATIONS

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Abandoned	P	NA	NA	NA	NA
Architectural Appendage	A	Sign may be flush-mounted or suspended under the architectural appendage	see Building sign	R	Sign allowed only in commercial and industrial zones. If the sign is suspended, there shall be at least 8' clearance above grade.
Billboard	P	NA	NA	NA	NA
Building	See specific types of building signs	See specific types of building signs	The total area of building signs shall not exceed 25% of the overall area of each facade. None of this allowance is transferable from one facade to another facade. No individual building sign shall exceed 15% of the overall area of a facade.	See specific types of building signs	Sign allowed in commercial, industrial, agricultural, and municipal airport zones. Allowed in R-3 Zone on a site with a conditional use, with review and approval of the Planning Commission according to Section 18.58.110 of this chapter.
Changeable Copy	A	25' for Free-standing, Freeway or Freeway Interchange sign, or wall height for Wall sign	See Building, Freeway or Freeway Interchange, Free-standing, or Temporary Free-standing or Portable sign	R	Sign allowed only in commercial and industrial zones.
Community	A	See Building or Free-standing signs.	See Building, Free-standing, and Temporary Free-standing or Portable signs for other sign area regulations.	R if free-standing sign; NR if building sign	Sign allowed only in commercial, industrial, and public zones. Sign shall be temporary.
Construction	A	8'	32 sq. ft. per street frontage per construction site	NR	Sign may be erected a maximum of 30 days prior to start of construction, and shall be removed within 30 days after the end of construction. Sign shall be non-illuminated. Limited to one sign per street frontage per site.
Dilapidated or hazardous condition as determined by Building Official	P	NA	NA	NA	NA
Directional	A	6' for Free-standing sign; same as for Wall sign.	8 sq. ft. per sign	R	Sign allowed only in commercial and industrial zones

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Directory	A	Same as for Free-standing, and Freeway or Freeway Interchange sign	See Building, Freeway or Freeway Interchange, or Free-standing sign	R	Sign allowed only in commercial and industrial zones, or on a site with a conditional use in the R-3 Zone. Prior to issuance of a sign permit, a sign for a conditional use in the R-3 Zone shall require Planning Commission review and approval according to Section 18.58.110 of this chapter.
Electronic	A	25'	50 sq. ft. per site. Area of electronic signs is included within the maximum area allowed for free-standing or building signage	R	Sign allowed only in Commercial, Industrial, and Public Zones. Additional requirements for electronic signs are found in Section 18.58.030, Sign Regulations. Electronic signs must also meet the requirements for the type of sign (free-standing or building).
Flashing	P	NA	NA	NA	NA
Freeway or Freeway Interchange or Wheeler Corridor Heavy Industrial	A	45'	350 sq. ft. per site	R	Allowed only in commercial and industrial zones. Wheeler Corridor signs allowed only in the Wheeler Corridor Heavy Industrial Area. Off-site signs shall not be allowed.
Free-standing	A	25'	150 square feet per site in a commercial or industrial zone, except that a site which has street frontage exceeding 300 lineal feet is allowed 150 square feet per increment of 300 lineal feet of street frontage. A site where there is a conditional use in the R-3 Zone is allowed any combination of free-standing and building signs not to exceed a total of 12 square feet, except as provided in Other Sign Regulations in this row.	R	Sign allowed only in commercial and industrial zones or on a site where there is a conditional use in the R-3 Zone. A site without street frontage shall be limited to one free-standing sign structure. The number of free-standing sign structures that are allowed on a site with street frontage shall be limited to two per increment of 300 lineal feet of street frontage. If a site exceeds one free-standing sign structure, then the structures shall be separated a minimum of 100 lineal feet. Landscaping (as defined in section 18.57.030.A of this title) is required around the base of a new free-standing sign. The landscaping perimeter for a pole sign shall be not less than the largest sign dimensions as vertically projected to the ground. The landscaping perimeter for all other free-standing signs shall be not less than 1' larger than the base of the sign structure. Prior to issuance of a sign permit, a free-standing sign on a vacant site, or where there is a conditional use in the R-3 Zone, shall require Planning Commission review and approval according to Section 18.58.110 of this chapter.

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Garage Sale	A	NA	NA	NR	Sign allowed in all zones. The sign shall not be displayed for more than four consecutive days.
Government Flags	E	NA	NA	NA	NA
Home Occupation	A	Same as for Wall sign	2 sq. ft. per residential dwelling unit with home occupation license	R	Sign shall be a non-illuminated wall sign. Limited to one sign per residential dwelling unit with home occupation license.
Incidental	A	Same as for Wall, Freeway, Freeway Interchange, and Freeway signs	2 sq. ft. per sign	NR	Shall be non-illuminated and on-site.
Monument	A	8'	Same as for Free-standing Sign	R	Sign allowed only in commercial and industrial zones
Non-conforming	See Section 18.58.090 for limitations on non-conforming signs				
Official Sign or Legal Notice	E	NA	NA	NA	NA
Open, Closed, Business Hours, Address, or Greeting	E	NA	NA	NA	NA
Political (candidate or issue)	A	8'	32 square feet per sign	NR	Shall be removed within 10 days after an election. May be located on private property with permission from property owner. May be placed in right-of-way adjacent to the private property of the abutting land owner and only with the permission of the private property owner/abutting land owner, provided that it is not in a location or condition that is prohibited.
Private Warning/ Directional	E	NA	NA	NA	NA
Projecting Sign	A	Same as for Wall or Architectural Appendage sign	See Building sign	R	See Section 18.58.030 I of this chapter
Public Facility Directional Sign	A	8'	35' sq. ft.	R	Sign allowed only in the public zone
Public or Recreational Identification	A	Same as for Free-standing or Building sign	See Free-standing or Building sign	R	Allowed in commercial, industrial, and public zones
Public Zone (other than Public or Recreational Facility Identification signs)	A	Same as for Free-standing or Building sign	see Free-standing or Building sign	R	Requires Planning Commission approval according to Section 18.58.110.

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Real Estate - Other	A	8' for Free-standing Sign; wall height for Building Sign	32 sq. ft. per sign	NR	Shall be non-illuminated. Shall be removed from display within five days after sale, lease, or rent.
Real Estate - Residential Lot	A	8'	6 sq. ft. per sign	NR	Shall be non-illuminated. Shall be removed from display within one day after sale, lease, or rent.
Residential Identification	A	8'	32 sq. ft. per site	R	Allowed in residential zones. Requires Planning Commission review and approval according to Section 18.58.110 of this chapter.
Residential Subdivision	A	8'	32 sq. ft. per residential subdivision, manufactured home binding site plan or residential planned development	R	N/A
Roof	A	10' above roof height as measured from intersection of the roof and lowest point of the sign, sign structure, or point of attachment	See Building sign	R	Allowed in commercial and industrial zones.
Sandwich Board	A	4'	8 sq. ft. each face	R	Sign allowed only in commercial and industrial zones. May be located in right-of-way adjacent to the site that is the object of the sign with Community Development Department approval. Otherwise, sign shall be on-site. Shall be removed from display at the end of each business day.
Sign which could be confused with or obstructs the view of a traffic sign or signal, as determined by City Engineer	P	NA	NA	NA	NA
Sign which restricts ingress to or egress from a building	P	NA	NA	NA	NA
Sign on vehicle other than Vehicle sign	P	NA	NA	NA	NA
Temporary Sign on Fence	A	Height of fence	32 sq. ft. per street frontage	NR	Allowed only for community signs, as defined in this chapter

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Temporary Sign on free-standing structure or Portable	A	See Free-standing if on free-standing structure; 8' height if portable	32 sq. ft. per street frontage per site. If no street frontage, then 32 sq. ft. per site. The total sign area shall be restricted to one, contiguous, designated area per street frontage. The designated area shall not exceed 12 lineal feet parallel to street frontage.	R - one time per location. Ownership change of business license requires new sign permit.	Allowed only in commercial and industrial zones. Sign shall be repaired, replaced, or removed when torn, worn, broken, or dilapidated. Sign shall be specific to a product or event, and shall not include the business name or hours. Off-site signs shall not be allowed, except that the Planning Commission may allow a temporary sign on a vacant site pursuant to 18.58.100.
Temporary Gas Pump	A	NA	2 sq. ft. per sign, one sign per dispenser	NR	NA
Temporary Sign On Wall	A	Same as Wall sign	See Building sign Signs shall be framed. One sign per building allowed if unframed.	NR	Allowed only in commercial and industrial zones. Sign shall be repaired, replaced, or removed when torn, worn, broken, or dilapidated. Sign shall be specific to a product or event, and shall not include the business name or hours. Off-site signs shall not be allowed. Signs shall not be located on out buildings.
Traffic Control	E	NA	NA	NA	NA
Vehicle	A	Flush-mounted to vehicle	NA	NR	Non-illuminated
Wall	A	The sign shall be contained within the outline of the facade.	See Building sign	R	NA
<u>Wayfinding</u>	<u>A</u>	<u>N/A</u>	<u>N/A</u>	<u>R</u>	<u>Signs shall not create traffic, pedestrian, or other safety hazards, and shall comply with state traffic guidelines. Signs installed must be consistent with the provisions of the Destination Development, Inc. for the branding, marketing, and signage identification. The size, type, and locations of a sign should be compatible with the area in which it is being proposed.</u>
Window or Door	A	The sign shall be contained within the perimeter of the window or door	See Building sign	N R for temporary sign; R for permanent sign	NA
A = Allowed E = Exempt NA = Not Applicable NR = Not Required P = Prohibited R = Required					

Section 2. This ordinance shall take effect and be in force five (5) days after its passage and publication of its summary as provided by law.

Adopted by the City Council and signed by its Mayor on February 26, 2013.

Bill J. Ecret, Mayor

ATTEST:

W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney



February 21, 2013

Honorable Mayor and
Moses Lake City Council

Dear Council members

Attached is a proposed ordinance creating 8.27 of the Moses Lake Municipal Code entitled "Cost Recovery".

According to state law, the City of Moses Lake is entitled to charge for extraordinary costs for hazard materials mitigation and/or clean up. The authority is stated in RCW 4.24.314. Within the statute extraordinary costs are defined.

The City also understands that some costs associated with motor vehicle accidents or collisions, motor vehicle fires, motor vehicle extrications, technical rescues, and other incidents on the roadway may be a recoverable cost under an automobile insurance policy.

The proposed ordinance states the intent of the City to charge for hazard materials clean up as allowed by state law and motor vehicle incidents, etc. on roadways where covered by an insurance policy.

The proposed ordinance is presented to you for consideration. This is the first reading of the ordinance.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

ORDINANCE NO.

AN ORDINANCE CREATING CHAPTER 8.27 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "COST RECOVERY"

THE CITY COUNCIL OF THE CITY OF MOSES LAKE, WASHINGTON ORDAINS AS FOLLOWS:

Section 1. Chapter 8.27 of the Moses Lake Municipal Code entitled "Cost Recovery" is created as follows:

8.27.030 Purpose: The purpose of this chapter is to establish the fees to recover the cost of services which the City of Moses Lake Fire Department provides related to motor vehicle accidents or collisions, motor vehicle fires, motor vehicle extrications, and hazardous materials spills or discharges.

8.27.020 Fee Schedule: Fees to cover the cost of services provided by this section are as follows:

- A. Motor Vehicle Accidents: The following fees shall be charged for recovery of costs associated with motor vehicle accidents or collisions, motor vehicle fires, motor vehicle extrications, technical rescues, and other incidents on the roadway: The fee for services provided by the City of Moses Lake Fire Department in connection with the response to motor vehicle accidents, collisions, fires, extrications, and technical rescues shall be determined on a case-by-case basis by the Fire Chief, his designee, or a third party billing service in an amount not to exceed the amount reasonably borne by the City to provide such services, which may include, but is not limited to, personnel, supplies, and equipment charges. Said fee shall be charged according to the usual, customary, and reasonable hourly rates and actual costs.
- B. Hazardous Materials: Pursuant to RCW 4.24.314, the following fee shall be charged by the City of Moses Lake Fire Department for the following services: Extraordinary costs for hazardous materials mitigation and/or clean up shall be determined on a case-by-case basis by the Fire Chief, his designee, or a third party billing service in an amount not to exceed the amount reasonably borne by the City to provide such services, which may include, but is not limited to, personnel, supplies, and equipment charges. Said fee shall be charged according to the usual, customary, and reasonable hourly rates and actual costs.
- C. Persons Subject to Charges: The aforesaid fees shall be charged as determined by the Fire Chief, his designee, or a third party billing service to any person or persons whose negligent or willful act is the cause of any motor vehicle accident, collision, fire, or technical rescue to any person or persons who is the owner of or has custody and control over any vehicle involved in any motor vehicle accident, collision, fire, or to any person regardless of fault responsible for the release or discharge of any hazardous material.

The fee in Moses Lake Municipal Code 8.27.020(A) shall be submitted to the appropriate motor vehicle insurance carrier as a claim for damages.

In the event services are required as a result of utilities caused safety problems to roadway areas, and if the area is deemed unsafe by emergency responders, the same billing process shall apply to the responsible party. All claim costs shall be submitted to the insurance carrier of the at-fault owner of a vehicle, uninsured responsible party, or the at-fault owner of the property, contractor, or utility company.

The fee in Moses Lake Municipal Code 8.27.020(B) shall be submitted to the responsible party.

- D. Non-Exclusive Remedies: Nothing in this section shall preclude the City of Moses Lake from using any other available method to recover fees or costs as described in this section by any other means available at law.

Section 2. This ordinance shall take effect and be in force five (5) days after its passage and publication of its summary as provided by law.

Adopted by the City Council and signed by its Mayor on

Bill J. Ecret, Mayor

ATTEST:

W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney



February 13, 2013

Honorable Mayor and
Moses Lake City Council

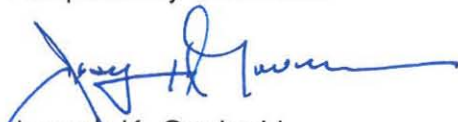
Dear Council Members

Attached is a proposed ordinance amending Chapter 13.12 of the Moses Lake Municipal Code entitled "Water, Sewer, and Stormwater Rates".

The proposed ordinance clarifies some of the language in the ordinance that would be considered housekeeping.

The ordinance is presented for Council consideration. This is the first reading of the ordinance.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 13.12 OF THE MOSES LAKE MUNICIPAL
CODE ENTITLED "WATER, SEWER, AND STORMWATER RATES"

THE CITY COUNCIL OF THE CITY OF MOSES LAKE, WASHINGTON ORDAINS AS FOLLOWS:

Section 1. Chapter 13.12 of the Moses Lake Municipal Code entitled "Water, Sewer, and Stormwater Rates" is amended as follows:

13.12.055 Joint Charging: All charges for water, sewer, garbage, ambulance, and stormwater payments due the city shall be billed jointly on one (1) statement. If water, sewer, garbage, ambulance, and stormwater charges are billed in conjunction and simultaneously with statements issued by the city for refuse collection and disposal, all payments received from a customer shall be credited first to past due garbage charges, then the remainder, if there be any, first to past due sewer charges, then to ambulance charges, then to past due water charges, and then to past due stormwater charges. Payments on current accounts shall be credited first to garbage charges, the remainder, if there be any, to sewer charges, then to ambulance ~~charges~~ charges, then to water charges, then to stormwater charges.

Section 2. This ordinance shall take effect and be in force five (5) days after its passage and publication of its summary as provided by law.

Adopted by the City Council and signed by its Mayor on

Bill J. Ecret, Mayor

ATTEST:

W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

Memo

To: City Manager, for Council Consideration

From: Dean Mitchell, Chief of Police

Subject: WASPC Traffic Safety Grant

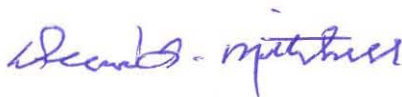
Date: February 11, 2013

Copy: Captain Ruffin & Linda Biesel

I request authorization to accept a grant from the Washington Association of Sheriffs and Police Chiefs. This is a \$1,500 reimbursable grant to be used to replace a traffic radar unit. All of our patrol vehicles are equipped with radar and we're in the process replacing them with updated units. The grant will help facilitate this process.

Feel free to contact me if you have any questions.

Sincerely,



Dean G. Mitchell
Chief of Police

Attachment

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A WASHINGTON ASSOCIATION OF SHERIFFS AND
POLICE CHIEFS GRANT (WASPC)**

RECITALS:

1. The Moses Lake Police Department has been awarded a WASPC grant in the amount of \$1,500.00
2. The Moses Lake Police Department will use these funds to replace a traffic radar unit.

RESOLVED:

1. The City of Moses Lake accepts this grant from the Association of Sheriffs and Police Chiefs.
2. The City of Moses Lake expresses appreciation to the Association of Sheriffs and Police Chiefs on behalf of the Moses Lake Police Department.

Adopted by City Council on _____.

Bill Ecret, Mayor

ATTEST:

Robert Taylor, Finance Director



February 21, 2013

Honorable Mayor and
Moses Lake City Council

Dear Council Members

Attached is a proposed 2013 Municipal Services Agreement presented by the Grant County Economic Development Council. In this agreement the Council asks the City to pay \$40,000, which is the same as in 2012.

The proposed agreement is presented for the Council's consideration.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt



6594 Patton Boulevard NE Moses Lake, WA 98837
Ph: 509.764.6579 Fax: 509.762.5161
www.grantedc.com

February 8, 2013

Mayor Bill Ecret
City of Moses Lake
PO Box 1579
Moses Lake, WA 98837

Dear Mayor Bill Ecret,

Thank you for your continued support of economic development in Grant County. A lot happened in 2012. Nine companies made visits to the county including food processors, chemical manufacturers, general manufacturers, software developers, data centers, and composite manufacturers.

As we look ahead into 2013, the EDC has a robust plan of work to ensure the communities that make up Grant County continue to prosper. Some of the objectives the EDC is pursuing this year include:

- Helping the cities and port districts achieve their individual economic development goals
- Assisting existing industrial, agricultural, and retail businesses with expansion plans
- Marketing directly to agribusiness, industrial, and retail companies that fit our existing clusters
- Meeting with site selectors that represent large industrial companies that fit Grant County
- Providing training opportunities for business owners and professionals
- Providing one-on-one advising and exporting assistance to local businesses and startups

I am optimistic about the opportunities for growth that are occurring and are on the horizon. It is exciting to be a part of that growth and to help keep the Grant County economy moving forward. The City of Moses Lake's continued financial commitment and partnership enables us to accomplish our efforts to grow the economy and provide new jobs and capital investments.

Included with this letter are two copies of the 2012 Municipal Service Agreement for the City of Moses Lake. Upon approval, please send one signed copy back to the EDC in the enclosed addressed envelope and we will issue an invoice to you. Jonathan Smith, Executive Director for the EDC, will be pleased to attend a council meeting to discuss the EDC's plan for 2013 and answer any questions you may have. Please call him at 509-764-6579 to schedule a visit.

We thank you for your past support and look forward to more successes in 2013!

Sincerely,

A handwritten signature in dark ink, appearing to read "Dale Pomeroy".

Dale Pomeroy
President

A handwritten signature in dark ink, appearing to read "Marvin Price".

Marvin Price
Vice President

A handwritten signature in dark ink, appearing to read "Sheldon Townsend".

Sheldon Townsend
Secretary

A handwritten signature in dark ink, appearing to read "Bev Shuford".

Bev Shuford
Treasurer

There is a change in this year's municipal service agreement. In section "I. SERVICES" paragraph two, the specifics of the marketing material that will be prepared by the EDC to promote Grant County has been left out.

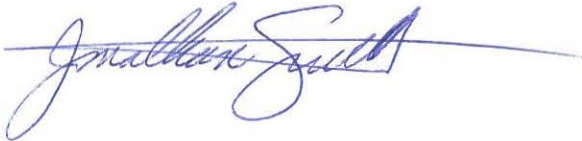
This is because the EDC is implementing a new marketing approach this year including reaching out to site selectors, developers, businesses, and attending trade shows and conferences. The specifics of the marketing materials that will be needed for these new approaches has not been fully determined.

This paragraph in the 2012 municipal service agreement read as follows:

The **AGENCY** shall provide consultation and assistance as necessary and as they are able in developing proposals for prospective commercial and industrial clients. The **AGENCY** shall also provide a comprehensive marketing package, including brochures, web page, targeted advertising and direct mail programs aimed at highlighting agriculture, commerce and industry, energy resources, education, recreation, tourism, and the quality-of-life in Grant County.

In the 2013 municipal service agreement the text highlighted in red has been removed.

If you have any questions please call me at 764-6579.



Jonathan Smith
Executive Director
Grant County EDC

Grant County Economic Development Council

2013 MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this day by and between the **City of Moses Lake**, a municipal corporation hereinafter referred to as the "**MUNICIPALITY**", and **Grant County Economic Development Council**, hereinafter referred to as the "**AGENCY**".

THEREFORE, it is hereby covenanted and agreed as follows:

WHEREAS, the **MUNICIPALITY** desires to have certain services performed as hereinafter set forth requiring specialized skills and other supported capabilities; and

WHEREAS, the **AGENCY** 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 performance contained herein, the parties hereto agree as follows:

I. SERVICES

The **AGENCY** shall provide the **MUNICIPALITY** improved coordination and effectiveness of federal, state, local and other program services and actions affecting the local economy by facilitating the planning, development and sponsorship of educational workshops and seminars aimed at assisting and improving operations and finances of existing business, agriculture and local governments. The **AGENCY** shall provide research and consultation services as necessary and as they are able to aid the **MUNICIPALITY** in the planning and development of new and expanded programs, services, facilities, utilities and properties.

The **AGENCY** shall provide consultation and assistance as necessary and as they are able in developing proposals for prospective commercial and industrial clients. The **AGENCY** shall also provide a comprehensive marketing package aimed at highlighting agriculture, commerce and industry, energy resources, education, recreation, tourism, and the quality-of-life in Grant County.

II. REPORTING REQUIREMENTS

The **AGENCY** shall submit periodic reports as required by the **MUNICIPALITY**, which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The terms of this Agreement and the performance of the **AGENCY** shall commence upon execution of this Agreement and terminate **December 31, 2013**. The Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The **MUNICIPALITY** shall reimburse the **AGENCY** for the services performed under this Agreement in the amount of **\$40,000.00**, payable within sixty (60) days of invoicing.

V. NOTICES

Written notices to each party shall be sent to the following addresses: Grant County Economic Development Council, 6594 Patton Boulevard Northeast, Moses Lake, WA 98837, and to the City of Moses Lake, PO Box 1579, Moses Lake, WA 98837.

VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The **AGENCY** agrees to maintain books and records, and document accounting procedures, which accurately reflect all direct and indirect costs, related to the performance of this Agreement. The **AGENCY** shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration.

The **AGENCY** agrees that the **MUNICIPALITY**, or its designated agent, shall have full access and right to examine any of said materials at all reasonable times during said period. The **AGENCY** agrees to the established guidelines requiring that a "Single Audit" be conducted for federal funds received in excess of \$25,000.00

VII. COMPLIANCE WITH LAWS

The **AGENCY**, in performance of this Agreement, agrees to comply with all applicable federal, state and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

VIII. NON-DISCRIMINATION IN EMPLOYMENT

The **AGENCY** agrees that it shall not discriminate against any employee or applicant on the grounds of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

The **AGENCY** shall insure that applicants are employed and that employees are treated during employment without discrimination because of their race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships.

The **AGENCY** shall take such action with respect to this contract as may be required to ensure full compliance with Chapter 49.60 RCW and applicable federal laws and regulation.

IX. NON-DISCRIMINATION IN CLIENT SERVICES

A. The **AGENCY** shall not discriminate, on the grounds of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical disability:

- (1) Deny any individual any services or other benefits provided this Agreement;
- (2) Provide any services or other benefits to any individual which are different, or are provided in a different manner, from those provided to others under this Agreement;
- (3) Subject an individual to segregation or separate treatment in a manner related to his/her receipt of any services or other benefits provided under this Agreement;
- (4) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise, or will afford him/her opportunity to do so, which is different from that afforded to others under this Agreement;
- (5) The **AGENCY**, in determining (a) the types of services or other benefits to be provided, or (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the discrimination because of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap or have the effect of defeating or substantially impairing accomplishment of the objective of this Agreement, with respect to individuals of a particular race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap.

B. The **AGENCY** shall take affirmative action to ensure that its facilities and programs are accessible to people with sensory, mental, or physical handicaps.

X. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement shall be performed or rendered entirely at the **AGENCY'S** own risk and the **AGENCY** expressly agrees to indemnify and hold harmless the **MUNICIPALITY** and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage 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 **MUNICIPALITY** which result from, arise out of, or are

in any way connected with the services to be performed by the **AGENCY** under this Agreement.

XI. TERMINATION

If the **AGENCY** fails to comply with the terms and conditions of the Agreement, the **MUNICIPALITY** may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement.


XII. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representatives or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

13 Day of February, 2013.

AGENCY: Grant County Economic Development Council


Dale Pomeroy, President


Jonathan Smith, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

_____ Day of _____, _____.

MUNICIPALITY: City of Moses Lake

Automated Traffic Enforcement Information

Dean G. Mitchell, Police Chief
2013

I frequently receive questions and specific inquiries from Council members concerning our Automated Traffic Enforcement program. The majority of these questions concern the cost of the contract with our vendor while others deal with the reason and purpose of our program. In order to adequately answer these questions, it's crucial to provide some history behind the program.

HISTORY

In 2005, I began to receive on-going complaints of motorist running red lights at our major intersections. I also noted that our intersection accidents result in serious injuries and property damage. Much of this was due to a 35 MPH speed limit at some of those intersections. Council was also receiving complaints and directed the police department to become proactive in reducing violations. The Police Department responded with the following strategies:

- 1. We initiated an on-going public information campaign utilizing local media sources warning of the dangers of running red lights.*
- 2. We partnered with the Central Basin Traffic Safety Task Force by conducting emphasis patrols at major intersections.*
- 3. We coordinated with the street department and installed blue light warning signals to enhance officer's ability to enforce violations.*
- 4. The city reduced the speed limit on Stratford Road, as well as other arterials from 35 MPH to 30 MPH.*

We learned that in order to conduct intensive emphasis patrols at intersections, it required a minimum of two officers. The presence of the officers deterred offences, although they were time intensive and costly to conduct. Also, when officers were not observed by motorist, violations continued.

RCW 46.63.170

Automated traffic enforcement cameras were enacted by our state legislature in 2005. The statute allowed for local legislative authorities to enact ordinances allowing the use of traffic safety cameras to enforce stoplights, railroad crossing, or school zone enforcement. Violations from this statute are notices of infractions with civil penalties similar to a parking ticket.

In 2006, our City Council enacted Municipal Code 10.48, which allowed automated traffic safety cameras. I was authorized, by Council, to begin the process of selecting a qualified vendor. Later that year, I sent our request for proposals to three vendors to contract for this service. The service was contingent on the vendor; 1.) Installing the hardware cost free (cameras, video and recordings), 2.) Maintaining the system, 3.) Monitoring the system, 4.) Mailing infractions to violators, and 5.) Contracting for collections of unpaid infractions.

On October 3, 2006, I received authorization to execute an agreement with Redflex Traffic Systems. It should be noted that City Attorney James Whitaker was actively involved in negotiating this contract. The key element of this service is that it was guaranteed to be **cost neutral** for the City of Moses Lake. The exclusive intent was to reduce violations and make our streets safe.

IMPLEMENTATION

We targeted the two busiest arterial intersections in Moses Lake. The Stratford and Valley intersection facilitates at least 30,000 vehicles per day, according to data supplied from the City Engineering Department. Consequently, Stratford and Valley as well as Broadway and Alder were targeted for traffic safety cameras. We implemented the following steps prior to going on line:

- 1. Installed signage prior to entering the intersection, warning of the traffic safety cameras.*
- 2. Installed signs at all controlled intersections informing the public of our traffic safety cameras.*
- 3. Circulated information to the media informing the public of the traffic safety cameras. We named our project ISE, Intersection Safety Enhancement.*
- 4. Installed the first approach (camera/video system) for southbound traffic at Stratford and Valley.*
- 5. Redflex mailed warning notices to violators the first 30 days.*
- 6. In 2007, installed second approach for southbound traffic at Stratford and Valley Road.*
- 7. In August of 2008, we installed third approach for eastbound traffic at Broadway and Alder.*
- 8. In October of 2008, installed school zone speed cameras on Pioneer Way, between Nelson Road and Sharon Avenue. This included signage prior to entering the school zone area. Again, implemented a 30 day warning period.*

Redflex has had five traffic safety camera systems in place for about four years, three at intersections and two on Pioneer Way.

HOW DOES THE SYSTEM WORK?

Digital cameras and video units are installed at the intersections, one each per approach. Sensors are installed in the roadway, located just prior to entering the intersection. The sensors provide the speed of the vehicle entering the intersection, from a time distance calculation.

The sensors also alert the camera system when a car enters the intersection while the traffic light is red. When a violation occurs, the sensors activate both a still photo and video of the violation. They also calculate the speed of the vehicle.

PROCEES

If a violation occurs the following steps are taken:

1. *The photo and video are sent to Redflex via the internet*
2. *The photo provides the license plate of the violator. The vendor accesses the Department of Licensing and obtains the registered owner's name and address.*
3. *The vendor views the video and determines if the light was red prior to the vehicle entering the intersection. If not, the violation is not processed.*
4. *If the violation meets the criteria for a red light infraction, it is sent to the police department for one of our Community Service Officers (CSO) to review.*
5. *The CSO will review the video and determine if the violation meets the criteria for an infraction. If so, they will inform Redflex to issue the infraction. Their signature will be transposed electronically on the infraction. If the violation does not meet our criteria, the violation is not processed. The CSO must justify why.*
6. *Redflex mails the infraction to the registered owner of the vehicle. The standard fine for running a red light is \$112, versus \$124 if issued by an officer. The infraction contains a photo of the violation and a website location to view the video.*
7. *The violator can pay the infraction on line electronically, or pay it to a lockbox account with a check.*
8. *The violator can also contest the infraction via our Municipal Court System*
9. *Violators who choose not to pay the infraction are turned over to a contracted collection service.*

A similar process is used for school zone violations. Sensors located within the school zone provide a time/distance calculation for speed. Obviously, the only time the cameras are activated is when the school zone warning lights are active. School zone violation fines vary depending on speed. 9-10 MPH over 20 MPH is \$112, 21-25 MPH over is \$224.

AUTOMATED TRAFFIC SAFETY CAMERA INFRACTIONS

Infractions issued are non moving traffic infractions, similar to a parking ticket. The infractions do not become a part of the violators driving record. Consequently, they do not affect insurance premiums.

Infractions are issued to the registered owner of the vehicle, exclusively. Registered owners who were not driving at the time of the violation may have the infractions dismissed. This is clearly explained on the infraction.

CONTRACT WITH REDFLEX

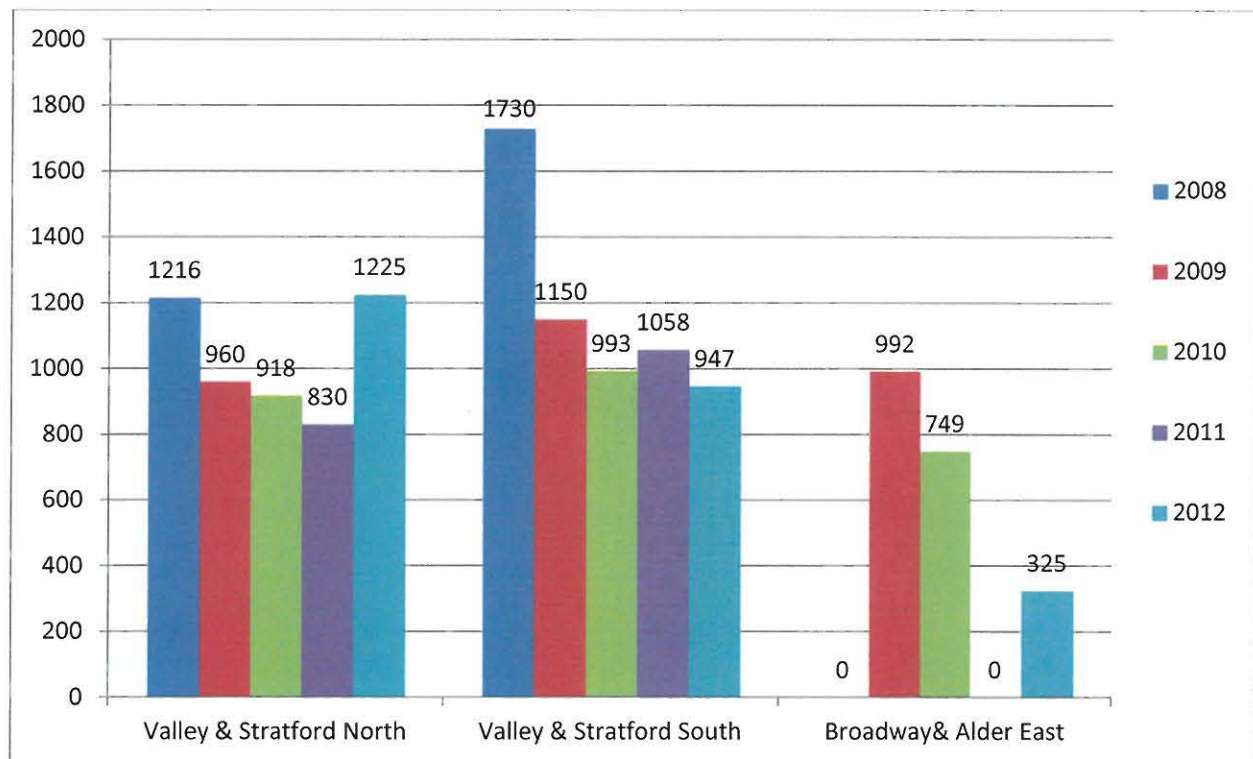
Redflex installed five traffic safety camera systems. We pay a monthly fee of \$5,169, for the intersection cameras and \$5,758 for the two school zone cameras, nine months per year.

This also includes the installation of the systems, maintenance, review of the violations, mailing of the infractions and collections.

VIOLATIONS

From 2008 thru 2012, a total of 34,901 violations have been detected from all five traffic camera systems. Of those violations reviewed, we've issued 26,800 infractions.

**Intersection Safety Enhancement Data
2008 thru 2012 (Violations)**

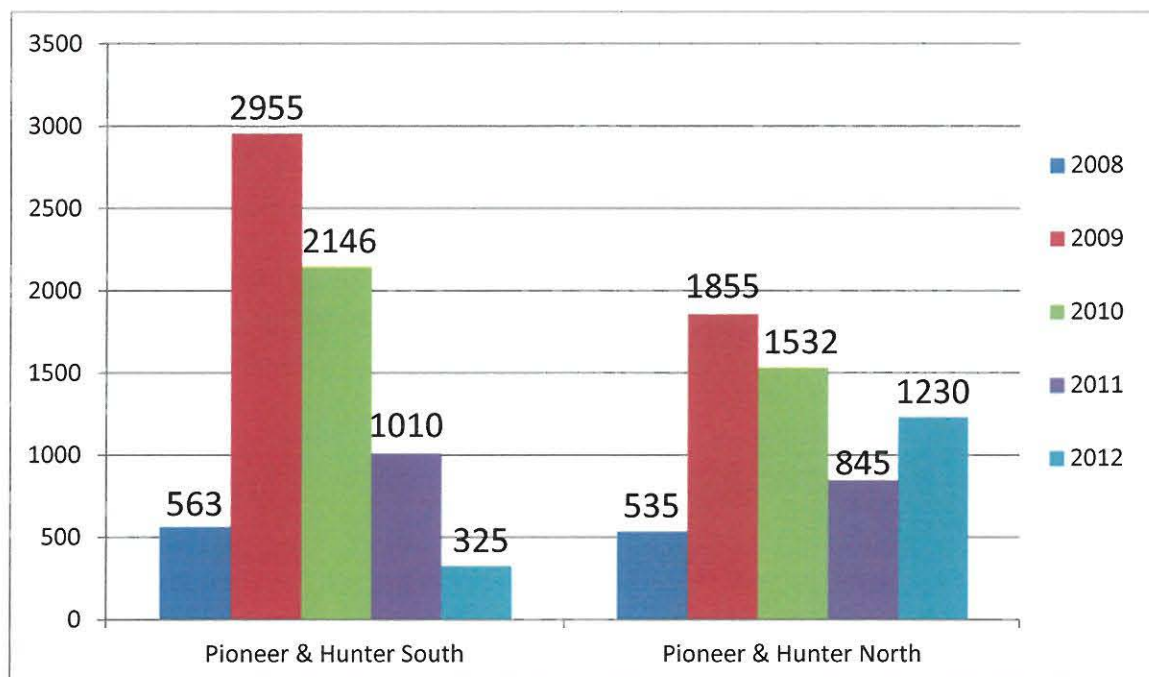


Broadway and Alder approach was installed 7/22/08, and road construction forced shut down during the majority of 2011.

Accidents Occurring in Red-Light Intersections

Intersection	2009	2010	2011	2012
Stratford & Valley	5	1	3	3
Broadway & Alder	13	4	10	7

School Zone Automated Enforcement 2009 thru 2012 (violations)



* in 2011 & 2012 cameras were down for a period of time

* In 2008 cameras were only active for 2 months

FEASIBILITY

The primary purpose of adopting the automated traffic safety cameras is the reduction of violations. If we simply look at the number of infractions issued, we can conclude fewer violations are occurring. If we review accidents at the intersections where cameras are located, there's not sufficient volume to draw a definitive conclusion. However, the most significant advantage of camera enforcement is that it's on-going. The cameras function 24/7. Consequently, patrol officers are able to respond for service calls and be proactive, instead of working intersection enforcement.

COST NEUTRALITY

Our contract with Redflex assures the city of cost neutrality. Cost neutrality uses a methodology so that as a customer we will never have a net actual cash flow per month less than zero. To my knowledge the city has never lost money in regards to this contract. In fact the City Finance Department has reported annual net revenue, minus expenses of between \$63,900 per year in 2008, to \$110,000 in 2012. I've been assured that the city has realized average revenue of over \$100,000 per year. Exact annual figures can be obtained from the Finance Department. It should be noted that police personnel expends approximately \$44,000 annually, in manpower cost reviewing violations and administrative services.

CONCLUSION

It's been over six years since our City Council authorized the use of automated traffic enforcement cameras. It's been five years since cameras were installed at our intersections and four years at the school zone on Pioneer Way. The cameras were installed to modify the actions of motorists, thus enhancing traffic safety. Statistics reveal that violations have decreased at both intersections as well as the school zone. There is no evidence to support the premise that rear end accidents increase at intersections with traffic safety cameras. In fact, I suspect that fewer accidents have occurred due to the cameras.

School zones are designated to enhance pedestrian safety. In fact, we know that reducing the speed limit to 20 MPH from 35 MPH can reduce serious injuries and deaths by nearly 50%. The school zone on Pioneer Way is enhanced by flashing yellow lights and signs. Motorists who disregard signage and flashing lights in a school zone should be subject to the consequences. If a police officer observes a school zone violation the fine can range from \$189 to \$700, depending on the speed, versus \$112 to \$224, for an automated infraction. Consequently, the violator is getting a significant break with our automated traffic safety cameras.

I suggest Council consider both the pros and cons of our automated traffic safety cameras. It's my impression that the vast majority of those in our community (who have not received an infraction) strongly support our program. It's my opinion the cameras have reduced red light violations at controlled intersections, reduced speed in our school zones and been cost neutral. We have had issues in regards to collections. Since the violations are considered a civil offense, motorists who refuse to respond to their notices are sent to a contracted collection company. Regardless, the program has generated revenue to provide funding to employ at least two additional positions within the Police Department. I encourage you to contact Finance Director, Robert Taylor in regards to revenue information.

I hope this information is helpful. Please feel free to contact me if you have any questions.

Sincerely,



Dean G. Mitchell
Police Chief

REFLEX ANALYSIS

2012

	brdway	PIHU01 sb	PIHU02 nb	STVA01 sb	STVA02 nb	total Rev	A/R
jan	1,471	10,340	8,686	3,992	5,796	30,285	31,429
feb	1,153	13,019	11,518	4,551	4,952	35,193	34,767
mar	1,849	9,950	12,177	3,933	6,835	34,744	41,785
apr	1,645	8,718	8,959	4,765	6,528	30,615	30,176
may	741	12,794	11,868	6,401	9,765	41,569	45,686
june	2,027	13,127	10,173	7,178	8,730	41,235	37,879
july	1,874	3,853	4,649	8,646	10,150	29,172	18,487
august	3,247	2,117	1,515	5,292	10,217	22,388	20,228
september	2,600	3,508	2,223	7,618	11,242	27,191	46,280
oct	3,003	20,672	14,383	9,502	10,172	57,732	71,258
nov	1,832	17,073	13,317	6,793	7,509	46,524	43,596
dec	2,057	15,504	15,181	5,613	9,362	47,717	41,328

23,499	130,675	114,649	74,284	101,258	444,365	462,899
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Redflx expense

fee	5,169.29	5,758.45	5,758.45	5,169.29	5,169.29	27,025
months	12	9	9	12	12	
	62,031.48	51,826.05	51,826.05	62,031.48	62,031.48	289,747

profit (loss) by
approach

(38,532)	78,849	62,823	12,253	39,227	154,618
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Payroll expense
net profit

48,578
106,040



February 21, 2013

Honorable Mayor and
Moses Lake City Council

Dear Council Members

Attached is a letter sent to iFiber Communications dated January 14, 2013 indicating iFiber's default under the City's grant of franchise. Within the letter iFiber was given 30 days to cure the default with is the failure to pay the appropriate franchise fees and utility taxes due under the grant of franchise.

At this point the City will schedule a public hearing for March 12 before the City Council to determine what sanctions shall be applied as a result of the default. The sanctions which may be applied includes the possibility of revoking the franchise and requesting the Grant County PUD not carry iFiber's communications on its fiber optic system.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

Attachment



January 14, 2013

Kelly Ryan
iFiber Communications
135 S. Basin Street
Ephrata, WA 98823

RE: Franchise Granted to iFiber Communications by the City of Moses Lake

Dear Mr. Ryan

It has come to my attention that iFiber has not paid the appropriate franchise fees under the franchise granted to iFiber by the City for the months of August, September, October, and November 2012. I have also been advised that iFiber has not paid the utility tax as referred to in the franchise for July, August, and September of 2012.

Please be advised that the franchise fees and utility tax as referenced is due and owing and accruing interest, again as referenced in the franchise granted to iFiber. There are also penalties due for non-payment of the utility tax under the utility tax ordinance.

Under the terms of the franchise, the City is notifying iFiber of its default under the grant of franchise as referenced above. iFiber shall have 30 days from the date of this letter and notice to remedy the franchise violation/default. Please contact the City's Finance Department for the total amount due for the fees, taxes, penalties, and interest.

In the event that iFiber fails to cure the violation/default within the 30 days or given an extended cure period, the City shall set a public hearing to determine sanctions. Sanctions may include a revocation of the franchise granted to iFiber.

If you have any questions with regard to this letter and notice, please do not hesitate to contact me.

Very truly yours



Joseph K. Gavinski
City Manager

JKG:jt

- 8.5 Grantee shall retransmit all closed-captioned signals made available by programmers in conjunction with programming in its line-up and which are required to be carried by the FCC in order to facilitate viewing by handicapped persons. Grantee shall comply with the Americans With Disabilities Act, any amendments thereto and any other applicable federal, state or local laws or regulations. Grantee shall maintain the necessary head-end equipment to make SAP features available to subscribers. Grantee's obligations under this subsection do not extend to providing customer premises equipment.
- 8.6 Community Programming Needs: At the request of the Mayor, but no more than twice, ninety (90) days after such request, the Grantee shall furnish to all subscribers along with their monthly service statement, a list of broad categories of programming, and other services available to Grantee, subject to prior review by the Mayor. The menu to be in the format of a mailback survey for determination of the subscriber's programming preference. The results of the survey are to be provided the City by the Grantee with any proposed change(s) in programming to accommodate subscriber's desired revisions as indicated by the results of the survey.
- 8.7 Category Agreement: The parties expressly agree that the programming described in paragraph 8.1 represent broad categories of video programming within the meaning of 47 U.S.C. 544(b) (2) (B).

SECTION 9. TEST AND COMPLIANCE PROCEDURES

Upon request, Grantee shall advise Grantor of schedules and methods for testing the cable system on a regular basis to determine compliance with the provisions of applicable FCC technical standards. Tests may be witnessed by representatives of Grantor, and written test reports may be made available to Grantor upon request.

As required by FCC Rules, Grantee shall conduct proof of performance tests and cumulative leakage index tests designed to demonstrate compliance with FCC requirements. Grantee shall provide Grantor summary written reports of the results of such tests.

SECTION 10. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

- 10.1 Equivalent Service: It is Grantee's general policy that all residential dwelling units in the franchise area have equivalent availability to cable service from Grantee's cable system under nondiscriminatory rates and reasonable terms and conditions. Grantee shall not arbitrarily refuse to provide cable service to any person within its franchise area.
- 10.2 Service Availability: New Construction. Grantee shall provide cable service in newly constructed areas as soon as the infrastructure carrying Grantee's cable service is installed and operational.
- 10.3 Connection of Public Facilities: Grantee shall, at no cost to Grantor, provide at least one (1) outlet of Basic and expanded basic programming to all City/Grant County buildings, as designated by the Grantor, and all libraries and schools. In addition, Grantee shall provide, at no cost to the building owner, one (1) outlet of Basic and expanded basic programming to all such future public buildings. Outlets of Basic and expanded basic programming provided in accordance with this subsection may be used to distribute cable service throughout such buildings, provided such distribution can be accomplished without causing cable system disruption and general technical standards are maintained.

SECTION 11. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

- 11.1 Procedure for Remedying Franchise Violations:
- A. If Grantor reasonably believes that Grantee has failed to perform any obligation under this franchise or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation. Grantee shall have thirty (30) days from the date of receipt of such notice to:

1. Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and request a hearing in accordance with subsection C below; or
 2. Cure the violation; or
 3. Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, because of the nature of the violation and notify the Grantor in writing of what steps the Grantee shall take to cure the violation including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection B. below.
- B. In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor or its designee shall set a public hearing within thirty (30) days of Grantor's receipt of such notice to review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. In the event such plan and completion date are found to be reasonable, the same shall be approved by the Grantor.
- C. In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor or designee pursuant to subsection B, the Grantor or designee shall set a public hearing to determine what sanctions shall be applied. In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection A.1. above, the Grantor or designee shall set a public hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what sanctions shall be applied.
- D. In the case of any hearing pursuant to this section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee shall be provided an opportunity to be heard and to present evidence in its defense. The Grantor shall also hear any other person interested therein.
- E. If, after the public hearing, Grantor or designee determines that a violation exists, Grantor or designee may utilize one or more of the following remedies subject to Grantee's rights under federal, state or local law to appeal such determination:
1. Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor or designee shall determine;
 2. Revoke this franchise, subject to subsection F. of this section; and/or
 3. Pursue any other legal or equitable remedy available under this franchise or any applicable law.
- F. This franchise shall not be revoked except by City Council after notice and hearing as set forth in this section and in accordance with the Cable Act and other applicable law.
- G. The determination as to whether a violation of this franchise has occurred shall be within the sole discretion of the Grantor or its designee, provided that any such final determination shall be subject to review by a court of competent jurisdiction under applicable law
- 11.2 Revocation: In addition to all other rights and powers retained by the Grantor under this franchise or otherwise, the Grantor reserves the right to forfeit and terminate this franchise and all rights and privileges of the Grantee hereunder in the event of a material violation of its terms and conditions. A material violation by the Grantee shall include, but shall not be limited to, the following:
1. Violation of any material provision of this franchise or any other franchise between Grantor and Grantee, or any material rule, order, regulation or determination of the Grantor or authorized agent made pursuant to this franchise or other agreement;

2. Attempt to evade any material provision of this franchise or to practice any fraud or deceit upon the Grantor or its subscribers or customers;
3. Material misrepresentation of fact in the application for or negotiation of this franchise; or
4. If Grantee becomes insolvent, or the subject of a bankruptcy proceeding.

11.3 Removal:

- A. In the event of termination, expiration or revocation of this franchise, Grantor may order the removal of the above-ground cable system facilities and such underground facilities as required by Grantor in order to achieve reasonable engineering or street-use purposes, from the franchise area at Grantee's sole expense. Grantee shall have one (1) nine (9) month period within which to sell, transfer or convey its Cable System to a qualified purchaser, or to remove its plant, structures and equipment from the Grantor's streets and other public places as directed by the Grantor. During this period which shall run from the effective date of the final, non-appealable order or decision of the City Council or a court of competent jurisdiction imposing termination, the Grantee shall have the ability to operate the Cable System pursuant to the provisions of this franchise. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all streets, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment.
- B. If Grantee fails to complete any required removal pursuant to Subsection A. to the satisfaction of Grantor, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the costs or Grantor may recover the costs through the security provided by Grantee.

11.4 Receivership and Foreclosure

- A. At the option of Grantor, subject to applicable law, this franchise may be revoked one-hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless:
 1. The receivership or trusteeship is vacated within one-hundred twenty (120) days of appointment; or
 2. The receiver(s) or trustee(s) have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this franchise, and have remedied all violations under the Franchise. Additionally, the receiver(s) or trustee(s) shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver(s) or trustee(s) assume and agree to be bound by each and every term and provision of this franchise.
- B. If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this franchise shall be revoked thirty (30) days after service of such notice, unless:
 1. Grantor has approved the transfer of the franchise, in accordance with the procedures set forth in this franchise and as provided by law; and
 2. The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this franchise.

11.5 No Recourse Against Grantor: Except where otherwise provided herein, Grantee shall not have any monetary recourse against Grantor or its officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this franchise or the enforcement thereof, in accordance with the provisions of applicable federal, state and local

law. The rights of the Grantor under this franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under federal or state law.

11.6 Nonenforcement by Grantor: Grantee is not relieved of its obligation to comply with any of the provisions of this franchise by reason of any failure of Grantor to enforce prompt compliance. Grantor's forbearance or failure to enforce any provision of this franchise shall not serve as a basis to stop any subsequent enforcement. The failure of the Grantor on one or more occasions to exercise a right or to require compliance or performance under this franchise or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation; whether similar or different from that waived.

11.7 Relationship of Remedies: The remedies provided for in this franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the Grantor at law or equity.

SECTION 12. FRANCHISE RENEWAL AND TRANSFER

12.1. Renewal:

- A. The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.
- B. In addition to the procedures set forth in said Section 626(a), the Grantor agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

12.2 Transfer of Ownership or Control:

- A. The Cable System and this Agreement shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any person or entity, without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.
- B. The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise on the acquisition or accumulation by any person or group of persons of ten percent (10%) of the shares or the general partnership interest in the Grantee, except that this sentence shall not apply in the case of a transfer to any person or group already owning at least a ten percent (10%) interest of the shares or the general partnership interest in the Grantee. Every change, transfer or acquisition of control of the Grantee shall make this franchise subject to cancellation unless and until the Grantor shall have consented thereto.
- C. The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.
- D. The Grantor shall render a final written decision on the request within one-hundred twenty (120) days of the request, provided it has received all requested information. Subject to the

February 20, 2013

TO: City Manager for Council Consideration

FROM: Community Development Director



SUBJECT: January Building Activity Report

Please see the attached building activity report for the month of January 2013. Also included is the building activity for the 2013 year to date. The following are highlights of the attached report:

- | | | |
|----|--|-------------|
| 1. | Building permits revenue generated for the month of January: | \$16,196 |
| 2. | Building permits revenue generated for the year to date: | \$16,196 |
| 3. | Building permits estimated valuation for the month of January: | \$1,853,068 |
| 4. | Building permits estimated valuation for the year to date: | \$1,853,068 |

For the purpose of comparing January 2013 building activity numbers to January 2012 and January 2011 building activity numbers, the following 2012 and 2011 highlights are provided:

2012

- | | | |
|----|--|---------|
| 5. | Building permits revenue generated for the month of January: | \$1,165 |
| 6. | Building permits revenue generated for the year to date: | \$1,165 |
| 7. | Building permits estimated valuation for the month of January: | \$5,950 |
| 8. | Building permits estimated valuation for the year to date: | \$5,950 |

2011

- | | | |
|-----|--|-------------|
| 9. | Building permits revenue generated for the month of January: | \$22,460 |
| 10. | Building permits revenue generated for the year to date: | \$22,460 |
| 11. | Building permits estimated valuation for the month of January: | \$3,639,577 |
| 12. | Building permits estimated valuation for the year to date: | \$3,639,577 |

February 1, 2013

TO: Community Development Director

FROM: Planning and Building Technician

KW

SUBJECT: January Building Activity Report

Attached is the January 2013 building permit statistics for your information. January 2012 and 2011 is attached for comparison.

Please call me at Extension #3756 with any questions.

cc: City Manager
Building Official
Municipal Services Director
County Assessor
File

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 01/01/2013 TO: 01/31/2013

DATE: FRI, FEB 1, 2013, 8:03 AM

DESCRIPTION	# OF PERMITS ISSUED 01/2013	# OF PERMITS ISSUED YTD 01/31/2013	ESTIMATED VALUATION 01/2013	ESTIMATED VALUATION YTD 01/31/2013
A437 NONRESIDENTIAL ADD AND	3	3	12,500	12,500
C323 HOSPITALS & INSTITUTION	1	1	442,000	442,000
M329 STRUCTURES OTHER THAN B	9	9	443,400	443,400
M802 MECHANICAL RESIDENTIAL	1	1	0	0
M901 PLUMBING COMMERICAL	1	1	0	0
M902 PLUMBING RESIDENTIAL	3	3	0	0
R102 SINGLE-FAMILY ATTACHED	3	3	475,421	475,421
R104 THREE & FOUR FAMILY BUI	1	1	479,747	479,747
PERMIT TOTALS:	22	22	1,853,068	1,853,068

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 01/01/2012 TO: 01/31/2012

DATE: WED, FEB 1, 2012, 8:58 AM

DESCRIPTION	# OF PERMITS ISSUED 01/2012	# OF PERMITS ISSUED YTD 01/31/2012	ESTIMATED VALUATION 01/2012	ESTIMATED VALUATION YTD 01/31/2012
A437 NONRESIDENTIAL ADD AND	1	1	200	200
M329 STRUCTURES OTHER THAN B	2	2	5,750	5,750
M801 MECHANICAL COMMERCIAL	1	1	0	0
M802 MECHANICAL RESIDENTIAL	1	1	0	0
M902 PLUMBING RESIDENTIAL	1	1	0	0
PERMIT TOTALS:	6	6	5,950	5,950

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 01/01/2011 TO: 01/31/2011

DATE: TUE, FEB 1, 2011, 8:20 AM

DESCRIPTION	# OF PERMITS ISSUED 01/2011	# OF PERMITS ISSUED YTD 01/31/2011	ESTIMATED VALUATION 01/2011	ESTIMATED VALUATION YTD 01/31/2011
A434 RESIDENTIAL ADD AND ALT	1	1	19,542	19,542
A437 NONRESIDENTIAL ADD AND	2	2	2,700	2,700
C319 CHURCHES & OTHER RELIGI	1	1	395,000	395,000
C320 INDUSTRIAL	1	1	1,915,200	1,915,200
C327 STORES & CUSTOMER SERVI	1	1	717,060	717,060
C328 OTHER NONRESIDENTIAL BU	1	1	584,475	584,475
M329 STRUCTURES OTHER THAN B	3	3	5,600	5,600
M801 MECHANICAL COMMERCIAL	1	1	0	0
M802 MECHANICAL RESIDENTIAL	1	1	0	0
M901 PLUMBING COMMERCIAL	2	2	0	0
M902 PLUMBING RESIDENTIAL	2	2	0	0
R101 SINGLE FAMILY-DETACHED	2	2	0	0
PERMIT TOTALS:	18	18	3,639,577	3,639,577

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

MONTHLY BUILDING PERMIT APPLICATIONS
FROM: 01/01/2013 TO: 01/31/2013

DATE: 02/01/2013

PERMIT NUMBER	PERMIT TYPE	ESTIMATED VALUATION	REVIEW-FEES CHARGED	STATE-FEES CHARGED	PERMIT FEES CHARGED	APPLICATION DATE
20130001	M329	3,800	.00	4.50	103.75	01/02/2013
20130002	M329	2,800	.00	4.50	89.75	01/03/2013
20130003	M329	300	19.50	4.50	30.00	01/03/2013
20130004	R102	181,354	948.64	4.50	1,675.45	01/03/2013
20130005	M901		.00	.00	25.00	01/04/2013
20130006	A437	250	.00	4.50	30.00	01/08/2013
20130007	A437	4,000	.00	4.50	103.75	01/08/2013
20130008	A437	500	.00	4.50	30.00	01/17/2013
20130009	R102	122,600	150.00	4.50	1,315.55	01/18/2013
20130010	M802		.00	.00	44.50	01/18/2013
20130011	M902		.00	.00	27.00	01/21/2013
20130012	M902		.00	.00	35.00	01/24/2013
20130013	M902		.00	.00	27.00	01/25/2013
20130014	C327	260,000	1,232.56	4.50	2,009.75	01/28/2013
20130015	A437	11,216	.00	4.50	215.75	01/31/2013

REPORT TOTALS:	586,820	2,350.70	45.00	5,762.25
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TOTAL FEES CHARGED: 8,157.95

RUN BY: kwoodworth

APPLICATION STATUS
FROM: 01/01/2013 TO: 01/31/2013

DATE: 02/01/2013

PERMIT NUMBER	PERMIT TYPE	SERVICE ADDRESS	APPLICATION DATE	ISSUE DATE
20130001	M329	930 STRATFORD RD	01/02/2013	01/29/2013
20130002	M329	911 STRATFORD RD	01/03/2013	01/10/2013
20130003	M329	401 BALSAM ST	01/03/2013	/ /
20130004	R102	4708 WARBLER ST	01/03/2013	01/09/2013
20130005	M901	510 BROADWAY AVE	01/04/2013	01/04/2013
20130006	A437	321 BALSAM ST	01/08/2013	/ /
20130007	A437	1109 JUNIPER ST	01/08/2013	01/17/2013
20130008	A437	821 BROADWAY AVE	01/17/2013	01/17/2013
20130009	R102	1612 DYNASTY DR	01/18/2013	01/25/2013
20130010	M802	1716 PIRATE LN	01/18/2013	01/21/2013
20130011	M902	226 KNOLLS VISTA DR	01/21/2013	01/21/2013
20130012	M902	739 HAWTHORNE DR	01/24/2013	01/24/2013
20130013	M902	1405 MONROE ST	01/25/2013	01/25/2013
20130014	C327	5803 PATTON BLVD N	01/28/2013	/ /
20130015	A437	1165 STRATFORD RD	01/31/2013	/ /

Building Permit Fees

									2013							Over
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	(Under)	
000-004-32210-000-1000-0000-00 Build., Struct. & Equip.	12,421.85	12,421.85												230,000.00	-217,578.15	
000-004-34583-000-1000-0000-00 Plan Checking Fees	3,774.24	3,774.24												75,000.00	-71,225.76	
Total	16,196.09	16,196.09												305,000.00	-288,803.91	
									2012							Over
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	(Under)	
000-004-32210-000-1000-0000-00 Build., Struct. & Equip.	319,218.25	1,130.40	8,233.40	18,798.95	11,101.35	22,155.50	23,465.15	24,658.90	70,791.95	32,467.18	65,593.64	29,309.75	11,512.08	275,000.00	44,218.25	
000-004-34583-000-1000-0000-00 Plan Checking Fees	95,988.16	35.36	720.02	3,428.29	1,719.87	4,663.26	22,746.88	7,480.46	9,297.58	5,976.55	33,687.68	4,779.80	1,452.41	85,000.00	10,988.16	
Total	415,206.41	1,165.76	8,953.42	22,227.24	12,821.22	26,818.76	46,212.03	32,139.36	80,089.53	38,443.73	99,281.32	34,089.55	12,964.49	360,000.00	55,206.41	
									2011							Over
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	(Under)	
000-004-32210-000-1000-0000-00 Build., Struct. & Equip.	222,114.90	18,336.45	15,519.95	26,936.21	21,968.40	13,566.55	38,552.75	12,985.60	13,571.68	15,331.15	19,583.81	9,674.10	16,088.25	300,000.00	-77,885.10	
000-004-34583-000-1000-0000-00 Plan Checking Fees	73,099.03	4,124.46	8,790.29	9,482.98	6,588.61	5,571.29	10,092.66	3,893.82	2,824.60	11,380.84	8,954.85	1,394.63	0.00	80,000.00	-6,900.97	
Total	295,213.93	22,460.91	24,310.24	36,419.19	28,557.01	19,137.84	48,645.41	16,879.42	16,396.28	26,711.99	28,538.66	11,068.73	16,088.25	380,000.00	-84,786.07	
									2010							Over
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	(Under)	
000-004-32210-000-1000-0000-00 Build., Struct. & Equip.	214,377.83	12,352.95	11,049.25	28,405.72	21,463.65	45,332.40	10,790.20	10,432.00	14,357.81	37,170.75	8,479.20	9,347.15	5,196.75	400,000.00	-185,622.17	
000-004-34583-000-1000-0000-00 Plan Checking Fees	93,460.15	2,548.66	13,336.67	7,382.80	4,183.06	7,637.78	3,561.36	3,933.07	9,186.40	18,136.33	4,834.38	13,381.62	5,338.02	150,000.00	-56,539.85	
Total	307,837.98	14,901.61	24,385.92	35,788.52	25,646.71	52,970.18	14,351.56	14,365.07	23,544.21	55,307.08	13,313.58	22,728.77	10,534.77	550,000.00	-242,162.02	