

# MOSES LAKE CITY COUNCIL

Todd Voth  
Jason Avila  
Jon Lane

Dick Deane  
Mayor



Joseph K. Gavinski  
City Manager

David Curnel  
Karen Liebrecht  
Bill Ecret

March 11, 2014

## 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 25, 2014**
  - B. **Approval of Bills and Checks Issued**
  - C. **Carlile Development Major Plat**
6. **COMMISSION APPOINTMENTS - None**
7. **CONSIDERATION OF BIDS AND QUOTES - None**
8. **PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS**
  - A. **Public Hearing - Ordinance - Alley Vacation - Fox Properties, LLC. - 1<sup>st</sup> Reading**
9. **ORDINANCES AND RESOLUTIONS**
  - A. **Ordinance - Amend MLMC 16.36, 16.48, & 16.52 Fire - 2<sup>nd</sup> Readings**
  - B. **Ordinance - Amend MLMC 17.27 Open Space and Parks - 1<sup>st</sup> Reading**
10. **REQUEST TO CALL FOR BIDS - None**
11. **REFERRALS FROM COMMISSIONS - None**
12. **OTHER ITEMS FOR COUNCIL CONSIDERATION**
  - A. **Request Authorization to Execute Agreement with Consolidated Disposal Service**
  - B. **Request Authorization to Execute Agreement with Western Display Fireworks, Ltd.**

Finance W. Robert Taylor	Municipal Services Gary Harer	Police Chief Dave Ruffin	Parks & Recreation Spencer Grigg	Fire Chief Tom Taylor	Community Development Gilbert Alvarado	City Attorney Katherine L. Kenison
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**13. NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS**

**14. COUNCIL QUESTIONS AND COMMENTS**

**15. CITY MANAGER REPORTS AND COMMENTS**

**A. Staff Reports**

- 1. Ambulance Report**
- 2. Building Activity Report**
- 3. Investment Report**
- 4. Sales Tax / Transient Rental Income Report**

<b>Finance</b> W. Robert Taylor	<b>Municipal Services</b> Gary Harer	<b>Police Chief</b> Dave Ruffin	<b>Parks &amp; Recreation</b> Spencer Grigg	<b>Fire Chief</b> Tom Taylor	<b>Community Development</b> Gilbert Alvarado	<b>City Attorney</b> Katherine L. Kenison
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MOSES LAKE CITY COUNCIL  
February 25, 2014

DRAFT

Council Present: Bill Ecret, Dick Deane, Karen Liebrecht, Jason Avila, David Curnel, Todd Voth, and Jon Lane

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

PLEDGE OF ALLEGIANCE: Mayor Deane, led the Council in the pledge of allegiance.

PRESENTATION AND AWARDS

RECOGNITION - POLICE DEPARTMENT

The Moses Lake Police Department awarded the 2013 Volunteer of the Year to Tyler St. Onge; the 2013 Support Services Employee of the Year to Olivia Martinez; and the 2013 Officer of the Year to Matthew Fullbright.

CONSENT AGENDA

Minutes: The minutes of the February 11 meeting were presented for approval.

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 25, 2014 the Council does approve for payment claims in the amount of \$449,451.55; prepaid claims in the amount of \$76,003.35; claim checks in the amount of \$1,239,238.68; and payroll in the amount of \$315,279.32.

S.L. & A. No. 1 Preliminary Major Plat and Findings of Fact: Sam Lee & Associates, Inc. has submitted an application to replat an existing 12-acre platted lot into two lots. The site is located north and east of the Vista Village Shopping Center at Valley Road and Central Drive. The area is zoned C-2, General Commercial & Business, which corresponds with the Comprehensive Plan Land Use Designation of General Commercial. The Planning Commission recommended that the final plat be approved with conditions. Council's approval of this decision incorporates and adopts the Findings, Conclusion and Decision of the Planning Commission.

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

COMMISSION APPOINTMENTS

AIRPORT COMMISSION

Mayor Deane requested Council confirmation of the appointment of Richard Pearce to the Airport Commission to replace Jerry Richardson, who is retiring.

Action Taken: Dr. Curnel moved that the appointment of Richard Pearce to the Airport Commission be confirmed, seconded by Mrs. Liebrecht, and passed unanimously.

Mayor Deane requested Council confirmation of the re-appointment of Daryl Fuller and Tom Dent to the Airport Commission.

Action Taken: Mrs. Liebrecht moved that the re-appointment of Daryl Fuller and Tom Dent be confirmed, seconded by Dr. Curnel, and passed unanimously.

CONSIDERATION OF BIDS AND QUOTESCRACK SEAL PROJECT

The City received three bids for the 2014 Crack Seal Project. This project include sealing approximately 500,000 linear feet of cracks in the designated streets, alleys, bike paths, and parking lots and, if a grant is received for the Department of Transportation Aviation Division, approximately 20,000 linear feet of cracks in the Municipal Airport runway.

Gary Harer, Municipal Services Director, reported that the City has received confirmation of the grant from the Department of Transportation, Aviation Division.

Action Taken: Mr. Lane moved that the bid be awarded to BCV, Inc. In the amount of \$161,113.25, seconded by Mr. Avila, and passed unanimously.

PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGSBURKE MARKETING

Bill Burke, Burke Marketing/Promotions, mentioned that they have had a working relationship with the City for about 25 years and provided information on the services provided to the City.

ORDINANCES AND RESOLUTIONSORDINANCE - AMEND 12.12 - SIDEWALK CONSTRUCTION - 2<sup>ND</sup> READING ADOPTED

An ordinance was presented which updates the sidewalk construction requirements to reflect current policies.

The ordinance amending Chapter 12.12 of the Moses Lake Municipal Code entitled "Sidewalk Construction" was read by title only.

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

ORDINANCE - AMEND 16.36, 16.48, AND 16.52 - 1<sup>ST</sup> READINGS

Ordinances were presented which amend the Fire Code, Fire Hydrants, and Installation and Maintenance of Automatic Fire Extinguishing Systems to bring the regulations into line with current practices in the Fire Department.

The ordinance amending Chapter 16.36 of the Moses Lake Municipal Code entitled "Fire Code" was read by title only.

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

The ordinance amending Chapter 16.48 of the Moses Lake Municipal Code entitled "Fire Hydrants" was read by title only.

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

The ordinance amending Chapter 16.52 of the Moses Lake Municipal Code entitled "Installation and Maintenance of Automatic Fire Extinguishing Systems" was read by title only.

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



ORDINANCE - AMEND 8.14 - NUISANCES - 1<sup>ST</sup> READING ADOPTED

An ordinance was presented which amends the nuisance regulations to require that in developed residential areas all grasses, weeds, or other vegetation shall not exceed six inches in height.

The ordinance amending Chapter 8.14 of the Moses lake Municipal Code entitled "Nuisances" was read by title only.

Gilbert Alvarado, Community Development Director, stated that woody vegetation such as sagebrush, grease wood, etc. is not excepted and under the current amendment would also be required to be kept to six inches or less.

There was considerable discussion by the Council on the need to address neglected lots and the difficulty of enforcing such a regulation.

No action was taken.

REQUEST TO CALL FOR BIDSLOWER PENINSULA PARK

Staff requested authorization to call for bids for Phase 1 of the Lower Peninsula Park development. This project includes grading, installing an irrigation system, placing topsoil, and seeding approximately 6.4 acres near the lake and boat launch.

Mr. Voth pointed out that the Municipal Code requires that the park fees collected should be used within the Comprehensive Plan sub-area where the development is located and not for any park in the city.

Gilbert Alvarado, Community Development Director, stated that the idea of park subareas was discussed by the Planning Commission during Comprehensive Plan review but it is a difficult area to define and the Commission dropped the idea.

Joseph K. Gavinski, City Manager, stated that on the advice of the City Attorney, the entire City is considered a subarea so any funds collected anywhere in the City can be used for any park. He mentioned that to address the discrepancy of park sub-areas the ordinance could be amended to eliminate that language.

Action Taken: Mr. Lane moved that staff be authorized to call for bids, seconded by Dr. Curnel, and passed with Mr. Voth opposed as he objected to the collected funds being used at this park.

SEWER FORCE MAIN PROJECT

Staff requested authorization to call for bids for the 2014 Sewer Force Main Project. This project includes installing 12,500' of 20" PVC force main along Baseline Road and Road K SE from Potato Hill Road to the Sand Dunes Treatment Plant.

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

REFERRALS FROM COMMISSIONS - NoneOTHER ITEMS FOR COUNCIL CONSIDERATION - NoneNON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTSMOSES LAKE

Jeff Powell, 5204 Panorama Drive, stated that he was concerned about the lake level being higher than normal which has caused damage to boat docks. The water at the south end of the lake is about one foot higher than normal which can mean many feet on different parts of the lake based on elevation. He stated

that he has talked to both the Irrigation and Rehabilitation District and the County Commissioners but neither has been very helpful and he requested the City to put pressure on someone to help.

Joseph K. Gavinski, City Manager, pointed out that the federal government ultimately has the responsibility for the level of the lake.

#### COUNCIL QUESTIONS AND COMMENTS

#### CITY MANAGER REPORTS AND COMMENTS

#### CASCADE PARK - REQUEST TO SERVE ALCOHOL

Joseph K. Gavinski, City Manager, stated that Ten Pin Brewing Co. has requested permission to set up a beer garden in Cascade Park during the Stock-mod Outboard National boat races beginning on August 4, 2014 and ending on August 9, 2014 sponsored by the Seattle Outboard Association. The beer garden will be located inside the fenced concrete area of the park and beer will only be served inside the designated area and must remain there at all times. He mentioned that the Seattle Outboard Association has rented the entire campground.

There was some discussion and the Council was in favor of the request.

#### COUNCIL/STAFF RETREAT

Joseph K. Gavinski, City Manager, distributed a draft agenda for the Council/staff Retreat on March 7 and 8, 2014 at the ATEC building on the Big Bend Community College campus.

The regular meeting was recessed at 8:30 p.m. and the Council met in an executive session with the City Attorney to discuss litigation. The executive session was adjourned at 9 p.m. and the regular meeting was reconvened. The regular meeting was adjourned at 9 p.m.

ATTEST

\_\_\_\_\_  
Dick Deane, Mayor

\_\_\_\_\_  
W. Robert Taylor, Finance Director

DATE 3/06/14  
TIME 14:04:37

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF 03/11/2014

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
2M COMPANY INC	00004450	0000069086	2,787.07	MISC SUPPLIES
		0000069086	83.39	MISC SUPPLIES
		0000069086	929.51	MISC SUPPLIES
		=====		
		TOTAL:	3,799.97	
ACE HARDWARE	00006538	0000069085	12.38	CONCRETE MIX
		=====		
		TOTAL:	12.38	
AMERICAN LINEN	00004927	0000069149	299.11	LINEN SERVICE
		=====		
		TOTAL:	299.11	
C & J HYDRAULICS	00006917	0000069097	24.88	MICRON, SOCKETS
		0000069097	11.86	MICRON, SOCKETS
		=====		
		TOTAL:	36.74	
CASCADE ANALYTICAL INC	00005014	0000069101	660.00	SAMPLE TESTING
		0000069101	3,989.30	SAMPLE TESTING
		=====		
		TOTAL:	4,649.30	
CINTAS CORPORATION LOC 607	00000271	0000069099	21.58	SHOP TOWELS
		0000069099	21.58	SHOP TOWELS
		0000069099	304.96	SHOP TOWELS
		=====		
		TOTAL:	348.12	
CSWW, INC dba BIG R STORES	00001701	0000069038	381.30	MISC SUPPLIES
		0000069132	32.36	MISC SUPPLIES
		0000069132	194.21	MISC SUPPLIES
		0000069132	24.68	MISC SUPPLIES
		0000069132	91.70	MISC SUPPLIES
		0000069132	75.52	MISC SUPPLIES

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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
CSWW, INC dba BIG R STORES	00001701	0000069132	80.89	MISC SUPPLIES
		TOTAL:	880.66	
DATABAR	00007974	0000069162	385.37	UTIL/BUS LIC MAILING
		0000069162	928.12	UTIL/BUS LIC MAILING
		0000069162	733.85	UTIL/BUS LIC MAILING
		0000069162	412.47	UTIL/BUS LIC MAILING
		0000069162	135.94	UTIL/BUS LIC MAILING
		0000069162	113.40	UTIL/BUS LIC MAILING
		TOTAL:	2,709.15	
EVERGREEN IMPLEMENT INC	00005234	0000069100	71.04	FILTER ELEMENT
		TOTAL:	71.04	
FERGUSON ENTERPRISES INC #3202	00005482	0000069037	623.11	MISC SUPPLIES
		TOTAL:	623.11	
H D FOWLER COMPANY	00003868	0000069109	3,437.14	BONNET KIT, REPAIR BANDS
		TOTAL:	3,437.14	
INLAND PIPE & SUPPLY COMPANY	00003727	0000069110	10.48	ADAPTERS
		TOTAL:	10.48	
LAD IRRIGATION COMPANY INC	00001101	0000069114	14.57	PACKING FOR PUMP
		TOTAL:	14.57	
LAKE AUTO PARTS	00001102	0000069072	36.66	GASKET MAKER
		0000069066	62.03	EPOXY PRIMER
		0000069115	168.31	MISC SUPPLIES
		0000069115	1,403.13	MISC SUPPLIES
		TOTAL:	1,670.13	
PENHALLURICKS EXPRESS BUILDING	00006579			

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CITY OF MOSES LAKE  
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COUNCIL MEETING OF 03/11/2014

NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
		0000069043	76.63	MISC SUPPLIES
		0000068697	57.68	MISC SUPPLIES
		=====		
		TOTAL:	134.31	
PLATT ELECTRIC COMPANY	00001549			
		0000069125	203.13	MISC SUPPLIES
		0000069125	37.90	MISC SUPPLIES
		0000069125	79.84	MISC SUPPLIES
		0000069125	60.42	MISC SUPPLIES
		=====		
		TOTAL:	381.29	
RATHBONE SALES INC	00005021			
		0000069131	604.83	MISC SUPPLIES
		=====		
		TOTAL:	604.83	
		=====		
		REPORT TOTAL:	19,682.33	



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TIME 14:04:40

TOTALS PAGE  
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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF 03/11/2014

TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	1,560.75
116	STREET	83.61
410	WATER/SEWER	14,384.56
490	SANITATION	412.47
493	STORM WATER	211.46
498	AMBULANCE FUND	412.51
519	EQUIPMENT RENTAL	2,476.71
528	BUILD MAINTENANCE	140.26
	TOTAL	19,682.33

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

CORRECT AMOUNT TO BE PAID .....

\* \* \* \* \*

\*  
\*  
\*  
\* CLAIMS APPROVAL \*  
\*  
\*  
\* 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 \$19,682.33 THIS 11ST DAY OF MARCH, 2014 \*  
\*  
\*  
\* ..... \*  
\* COUNCIL MEMBER COUNCIL MEMBER \*  
\*  
\*  
\* ..... \*  
\* COUNCIL MEMBER FINANCE DIRECTOR \*  
\* \* \* \* \*

DATE 3/07/14  
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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF 03/11/2014

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
A T & T MOBILITY	00004826	0000069187	27.01	TELEPHONE SERVICE
		0000069187	250.50	TELEPHONE SERVICE
		0000069187	27.03	TELEPHONE SERVICE
		0000069187	1,259.13	TELEPHONE SERVICE
		0000069187	149.43	TELEPHONE SERVICE
		0000069187	27.01	TELEPHONE SERVICE
		0000069187	74.52	TELEPHONE SERVICE
		0000069187	74.50	TELEPHONE SERVICE
		0000069187	68.57	TELEPHONE SERVICE
		0000069187	96.50	TELEPHONE SERVICE
		0000069187	201.42	TELEPHONE SERVICE
		0000069187	64.66	TELEPHONE SERVICE
		TOTAL:	2,320.28	
ALPINE PRODUCTS INC	00005052	0000069126	1,080.18	ASPHALT PATCH
		TOTAL:	1,080.18	
AMSAN GENERAL SUPPLY	00003053	0000069084	1,277.73	MISC CLEANING SUPPLIES
		0000069084	216.87	MISC CLEANING SUPPLIES
		0000069084	102.51	MISC CLEANING SUPPLIES
		TOTAL:	1,597.11	
BASIN SEPTIC SERVICES	00000166	0000069031	129.48	
		0000069031	32.37	
		0000069031	97.11	
		0000069031	64.74	
		TOTAL:	323.70	
BLUMENTHAL UNIFORM CO INC	00000133			

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CITY OF MOSES LAKE  
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
		0000069152	330.07	UNIFORM PANTS
		TOTAL:	330.07	
BOUND TREE MEDICAL LLC	00006022	0000069146	1,403.91	AMBULANCE SUPPLIES
		TOTAL:	1,403.91	
BUD CLARY FORD	00006454	0000069089	454.68	REPLACE SENSOR
		TOTAL:	454.68	
BUD CLARY TOYOTA CHEVROLET	00000150	0000069090	300.34	FLUSH TRANSMISSIONS
		TOTAL:	300.34	
BURKE MARKETING & PROMOTION	00005798	0000069065	3,004.60	SNS/MAC ADS & AGENCY RETAINER
		TOTAL:	3,004.60	
BUSINESS INTERIORS & EQUIPMENT	00003619	0000069176	204.91	MAC COPY PAPER
		0000069165	1,500.06	MAINT AGREE/COPIERS
		TOTAL:	1,704.97	
C P S HUMAN RESOURCE SERVICES	00004577	0000069161	1,283.00	CLERICAL EXAMS
		TOTAL:	1,283.00	
CAROL HOHN	00006772	0000069107	175.00	BUILDING MAINT
		TOTAL:	175.00	
CASCADE DIESEL INC	00003551	0000069095	306.58	VALVE
		TOTAL:	306.58	
CASCADE FIRE CORPORATION	00003644	0000069153	200.00	BOOTS
		TOTAL:	200.00	
CENTRAL COLUMBIA BASIN	00004099	0000069156	650.00	BASKETBALL COACHING FEES
		TOTAL:	650.00	
CENTRAL MACHINERY SALES INC	00002779	0000069098	18.43	MISC REPAIR SUPPLIES
		0000069098	50.54	MISC REPAIR SUPPLIES

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CITY OF MOSES LAKE  
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
CENTRAL MACHINERY SALES INC	00002779	0000069098	356.25	MISC REPAIR SUPPLIES
		=====		
		TOTAL:	425.22	
CENTURYLINK	00003599	0000069183	8.00	LONG DISTANCE TEL SERVICE
		0000069183	8.00	LONG DISTANCE TEL SERVICE
		0000069183	50.00	LONG DISTANCE TEL SERVICE
		0000069183	50.00	LONG DISTANCE TEL SERVICE
		=====		
		TOTAL:	116.00	
	00001502	0000069185	41.97	TELEPHONE SERVICE
		0000069186	149.84	TELEPHONE SERVICE
		=====		
		TOTAL:	191.81	
	00003599	0000069183	90.00	LONG DISTANCE TEL SERVICE
		0000069183	20.50	LONG DISTANCE TEL SERVICE
		=====		
		TOTAL:	110.50	
	00001502	0000069186	432.74	TELEPHONE SERVICE
		=====		
		TOTAL:	432.74	
	00003599	0000069183	4.00	LONG DISTANCE TEL SERVICE
		=====		
		TOTAL:	4.00	
	00001502	0000069186	171.50	TELEPHONE SERVICE
		=====		
		TOTAL:	171.50	
	00003599	0000069183	10.00	LONG DISTANCE TEL SERVICE
		=====		
		TOTAL:	10.00	
	00001502	0000069185	259.42	TELEPHONE SERVICE
		0000069186	113.97	TELEPHONE SERVICE

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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
		TOTAL:	373.39	
	00003599	0000069184	112.57	WATER TURN OFF NOTIFICATIONS
		0000069184	86.69	WATER TURN OFF NOTIFICATIONS
		0000069184	46.47	WATER TURN OFF NOTIFICATIONS
		0000069184	15.32	WATER TURN OFF NOTIFICATIONS
		TOTAL:	261.05	
	00001502	0000069186	44.13	TELEPHONE SERVICE
		TOTAL:	44.13	
	00003599	0000069184	20.78	WATER TURN OFF NOTIFICATIONS
		TOTAL:	20.78	
	00001502	0000069185	41.97	TELEPHONE SERVICE
		TOTAL:	41.97	
	00003599	0000069183	39.38	LONG DISTANCE TEL SERVICE
		TOTAL:	39.38	
	00001502	0000069185	2,635.18	TELEPHONE SERVICE
		TOTAL:	2,635.18	
	00003599	0000069183	4.00	LONG DISTANCE TEL SERVICE
		0000069183	4.00	LONG DISTANCE TEL SERVICE
		TOTAL:	8.00	
	00001502	0000069185	172.94	TELEPHONE SERVICE
		TOTAL:	172.94	
CITY OF MOSES LAKE	00008107	0000069168	8.88	EXCISE TAX
		0000069168	3.91	EXCISE TAX



CITY OF MOSES LAKE  
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
CITY OF MOSES LAKE	00008107	0000069168	6.99	EXCISE TAX
		0000069168	155.18	EXCISE TAX
		0000069168	3.17	EXCISE TAX
		=====		
		TOTAL:	178.13	
	00008201	0000069188	44.50	WATER SERVICE
		=====		
		TOTAL:	44.50	
	00008107	0000069168	40.76	EXCISE TAX
		0000069168	19.76	EXCISE TAX
		=====		
		TOTAL:	60.52	
	00008201	0000069188	417.76	WATER SERVICE
		=====		
		TOTAL:	417.76	
	00008107	0000069168	16,257.06	EXCISE TAX
		0000069168	6,646.87	EXCISE TAX
		0000069168	2,278.43	EXCISE TAX
		0000069168	10,967.89	EXCISE TAX
		0000069168	988.77	EXCISE TAX
		=====		
		TOTAL:	37,139.02	
	00008106	0000069174	2,607.20	RETAIN PE1 HURST STRMWTR A 14
		0000069174	869.06	RETAIN PE1 HURST STRMWTR A 14
		=====		
		TOTAL:	3,476.26	
	00008107	0000069168	1,560.77	EXCISE TAX
		0000069168	32.49	EXCISE TAX
		=====		
		TOTAL:	1,593.26	
CO ENERGY	00005576	0000069091	37.77	MISC SUPPLIES

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
		TOTAL:	37.77	
COLUMBIA BASIN DAILY HERALD	00000210	0000069170	1,130.13	PUBLICATIONS
		TOTAL:	1,130.13	
COLUMBIA BASIN MACHINE	00000211	0000069096	2,799.92	REPAIR SNOW PLOW, FABRICATION
		TOTAL:	2,799.92	
COMMERCIAL TIRE	00005968	0000069092	450.57	NEW TIRES
		0000069092	1,303.52	NEW TIRES
		TOTAL:	1,754.09	
COMPUCOM SYSTEMS	00004570	0000068919	614.94	SOFTWARE LICENSE
		TOTAL:	614.94	
CONCESSIONS SUPPLY	00006286	0000069068	114.12	LRC RESALE
		TOTAL:	114.12	
CONFLUENCE HEALTH	00005069	0000069158	100.00	DOT PHYSICAL
		TOTAL:	100.00	
CONSOLIDATED DISPOSAL SERVICE	00006284	0000069177	61.41	DISPOSAL LOADS
		0000069177	20.27	DISPOSAL LOADS
		0000069177	6,385.68	DISPOSAL LOADS
		TOTAL:	6,467.36	
CONSOLIDATED ELECTRIC DIST	00000819	0000069093	309.24	ELECTRICAL SUPPLIES
		TOTAL:	309.24	
CROWN PAPER & JANITORIAL	00007120	0000069094	644.14	CLEANING SUPPLIES
		TOTAL:	644.14	
DB SECURE SHRED	00003144	0000069172	13.78	RECORDS DESTRUCTION
		0000069172	13.78	RECORDS DESTRUCTION

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
		0000069172	4.60	RECORDS DESTRUCTION
		0000069172	4.59	RECORDS DESTRUCTION
		0000069172	4.59	RECORDS DESTRUCTION
		=====		
		TOTAL:	41.34	
E F RECOVERY	00007244	0000069151	732.60	AMBULANCE BILLING
		0000069151	4,149.50	AMBULANCE BILLING
		0000069151	128.80	AMBULANCE BILLING
		=====		
		TOTAL:	5,010.90	
EASTERN CASCADE DIST	00006909	0000069140	69.00	DRINKING WATER
		=====		
		TOTAL:	69.00	
FABER INDUSTRIAL SUPPLY	00000501	0000069102	25.83	TOOLS, PAINT, KIT
		0000069102	33.51	TOOLS, PAINT, KIT
		0000069102	17.22	TOOLS, PAINT, KIT
		0000069102	323.69	TOOLS, PAINT, KIT
		=====		
		TOTAL:	400.25	
FASTENAL COMPANY	00007372	0000069035	12.24	MISC SUPPLIES
		0000069104	998.65	MISC SUPPLIES
		0000069104	846.24	MISC SUPPLIES
		0000069104	628.06	MISC SUPPLIES
		=====		
		TOTAL:	2,485.19	
FERRELLGAS	00002207	0000069103	168.47	PROPANE
		=====		
		TOTAL:	168.47	
FOOD SERVICES OF AMERICA	00007168	0000069139	1,161.57	LRC RESALE
		=====		
		TOTAL:	1,161.57	
FRONTIER TITLE & ESCROW CO	00003428	0000069017	323.70	PLAT FEES

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NAME OF VENDOR	VENDOR NO	Expenditure Account	
Department	Object Description	P.O. Number	P.O. Amount Purpose of Purchase
		TOTAL:	323.70
GRAINGER PARTS OPERATIONS	00002755	0000069106	26.26 SQUEEGEES
		TOTAL:	26.26
GRANT CO SOLID WASTE DEPT	00000640	0000069198	23,127.17 LANDFILL DUMPING FEES
		TOTAL:	23,127.17
GRANT COUNTY TECHNOLOGY	00005535	0000069141	60.00 SERVICES
		TOTAL:	60.00
GRANT/ADAMS UTILITY COUNCIL	00000625	0000069105	33.00 MEMBERSHIP FEES
		0000069105	33.00 MEMBERSHIP FEES
		0000069105	34.00 MEMBERSHIP FEES
		TOTAL:	100.00
HI LINE INC	00006008	0000069108	203.56 MISC STOCK SUPPLIES
		TOTAL:	203.56
HOPKINS FULFILLMENT SERVICE	00004019	0000069076	54.85 MAC RESALE
		TOTAL:	54.85
HURST CONSTRUCTION LLC	00004267	0000069173	49,536.70 PE 1 STORMWTR RETRO FIT A 2014
		0000069173	16,512.23 PE 1 STORMWTR RETRO FIT A 2014
		TOTAL:	66,048.93
JACK NISBET	00002871	0000069073	65.00 MAC RESALE
		TOTAL:	65.00
JERRYS AUTO SUPPLY	00005835	0000069039	26.63 MISC SUPPLIES
		0000069111	138.04 MISC REPAIR SUPPLIES
		TOTAL:	164.67
JIM DITTO	00005817	0000069082	4.90 STICKERS/POSTCARD

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
		=====		
		TOTAL:	4.90	
KATHERINE DA SILVA	00005870			
		0000069081	73.50	TOTES/PIN/CLUTCH
		=====		
		TOTAL:	73.50	
KATHERINE L KENISON	00006980			
		0000069199	5,184.00	PROF SERVICE/CITY ATTY
		=====		
		TOTAL:	5,184.00	
KIMBALL MIDWEST	00005360			
		0000069112	41.56	MISC STOCK SUPPLIES
		=====		
		TOTAL:	41.56	
LAKE BOWL	00001109			
		0000069150	5.40	NAME PLATE
		=====		
		TOTAL:	5.40	
LAKESIDE DISPOSAL	00004080			
		0000069182	173,591.94	CONTRACT PAYMENT
		=====		
		TOTAL:	173,591.94	
LEE CREIGLOW CBO	00005899			
		0000069164	1,620.00	PROF SERVICES
		0000069164	427.50	PROF SERVICES
		=====		
		TOTAL:	2,047.50	
LINDSAY/CULLIGAN	00005289			
		0000069071	13.08	MAC/PR WATER
		0000069071	20.16	MAC/PR WATER
		0000069113	50.16	BOTTLED WATER
		=====		
		TOTAL:	83.40	
LOCALTEL COMMUNICATIONS	00004374			
		0000069166	3,019.25	INTERNET SERVICE
		=====		
		TOTAL:	3,019.25	
LYNDA LARSEN	00007626			
		0000069080	24.18	SOAP
		=====		
		TOTAL:	24.18	
LYNN PEAVEY COMPANY	00003799			
		0000069142	714.62	SUPPLIES
		=====		
		TOTAL:	714.62	
MCCAIN	00005720			



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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
		0000069116	2,934.88	STREET LIGHT SUPPLIES
		=====		
		TOTAL:	2,934.88	
METRON POWDER COATING	00006872	0000069117	107.90	POWDERCOAT FOR WELLS
		=====		
		TOTAL:	107.90	
MLHS DRILL TEAM BOOSTER CLUB	00004759	0000069077	654.74	HIP HOP INSTRUCTION
		=====		
		TOTAL:	654.74	
MOON SECURITY SERVICES INC	00006510	0000069144	41.50	MONTHLY MONITORING
		=====		
		TOTAL:	41.50	
MOSES LAKE SOCCER TOTS	00007063	0000069067	820.00	HOOPSTERTOTS INSTRUCTION
		=====		
		TOTAL:	820.00	
MOSES LAKE STEEL SUPPLY	00001268	0000069033	6.94	MISC SUPPLIES
		0000069033	221.97	MISC SUPPLIES
		0000069118	42.56	ANGLE
		=====		
		TOTAL:	271.47	
MOUNTAIN PRESS PUBLISHING CO	00007186	0000069078	48.40	MAC RESALE
		=====		
		TOTAL:	48.40	
MULTI AGENCY COMM CENTER E911	00006695	0000069143	38,400.75	USER FEE
		0000069154	985.50	USER FEES/MARCH
		0000069154	5,973.75	USER FEES/MARCH
		=====		
		TOTAL:	45,360.00	
NATL ALLIANCE FOR YOUTH SPORTS	00007279	0000069171	120.00	BEG SOCCER MEMBERSHIP FEES
		=====		
		TOTAL:	120.00	
NORTH CENTRAL WASHINGTON FENCE	00006902	0000069127	45.59	FENCE TIES
		=====		
		TOTAL:	45.59	
NORTHLAND CABLE	00006282	0000069069	86.45	LRC CABLE SERVICE

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
		TOTAL:	86.45	
NORTHSTAR CHEMICAL INC	00006113	0000069119	772.35	SODIUM HYPO
		TOTAL:	772.35	
NORTHWEST HOSE & FITTINGS	00001302	0000069120	38.99	BRASS DRAIN
		TOTAL:	38.99	
OASIS AUTO SPA	00004834	0000069121	516.00	CAR WASHES
		TOTAL:	516.00	
OGDEN MURPHY WALLACE INC	00006727	0000069157	1,080.14	PROF SERVICE/AT & T LAWSUIT
		TOTAL:	1,080.14	
OU PRESS DISTRIBUTION CENTER	00006745	0000069070	181.31	MAC RESALE
		TOTAL:	181.31	
OXARC INC	00001412	0000069122	506.75	MISC SUPPLIES
		0000069122	112.27	MISC SUPPLIES
		TOTAL:	619.02	
PAMELA PETRY-MCKINSEY	00006983	0000069079	24.50	RATTLE
		TOTAL:	24.50	
PINNACLE PUBLIC FINANCE INC	00005179	0000069179	10,969.38	#37A LEASE PYMT/MARCH
		0000069179	519.94	#37A LEASE PYMT/MARCH
		TOTAL:	11,489.32	
PNC EQUIPMENT FINANCE LLC	00007085	0000069178	114.44	#36 LEASE PYMT/MARCH
		0000069178	3.53	#36 LEASE PYMT/MARCH
		0000069178	15,778.74	#36 LEASE PYMT/MARCH
		0000069178	486.56	#36 LEASE PYMT/MARCH
		TOTAL:	16,383.27	
POLLARDWATER.COM	00006064			

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
		0000069123	184.36	MISC SUPPLIES
		TOTAL:	184.36	
PPI GROUP	00006334	0000069175	2,174.19	SHIP CHRG TO REPAIR TOPCON
		TOTAL:	2,174.19	
PRACTICAL EDGE SHOOTING	00006055	0000069189	199.00	REGISTRATION
		TOTAL:	199.00	
PROTECT YOUTH SPORTS	00004626	0000069130	90.00	BEG SOCCER BACKGROUND CHECKS
		TOTAL:	90.00	
PUMPTECH INC	00007639	0000069124	3,923.78	PUMPS
		TOTAL:	3,923.78	
QCL INC	00006542	0000069159	69.00	PRE-EMP DRUG TEST
		TOTAL:	69.00	
QUILL CORPORATION	00004811	0000069169	37.71	CHAIR MAT, DATE STAMP
		0000069169	103.30	CHAIR MAT, DATE STAMP
		TOTAL:	141.01	
ROADWISE INC	00004402	0000069129	4,481.65	ROAD SALT
		TOTAL:	4,481.65	
ROWAND MACHINERY	00002656	0000069133	69.36	BULBS, LENS
		TOTAL:	69.36	
RUSS RUMMLER	00005030	0000069180	840.00	PAINTING
		TOTAL:	840.00	
SAN DIEGO POLICE EQUIPMENT	00007332	0000069147	773.73	AMMINITION
		TOTAL:	773.73	
SENIOR OPPORTUNITY & SERVICES	00003961	0000069163	10,750.00	CONTRACT PAYMENT

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
		TOTAL:	10,750.00	
SPECTRUM COMMUNICATIONS	00002691	0000069134	120.04	TEST & REPAIR TELEMETRY RADIOS
		TOTAL:	120.04	
T M G SERVICES INC	00006368	0000069128	36,788.51	DILUTION SYSTEMS
		TOTAL:	36,788.51	
TARGET MEDIA NORTHWEST	00007815	0000069083	1,369.43	2014 SPRING BROCHURE
		0000069083	1,369.44	2014 SPRING BROCHURE
		TOTAL:	2,738.87	
THE GLOBE PEQUOT PRESS	00004515	0000069074	86.12	MAC RESALE
		TOTAL:	86.12	
THE WESLEY GROUP	00004986	0000069160	1,450.00	LABOR RELATIONS CONSULT
		TOTAL:	1,450.00	
TYCO INC	00004451	0000069135	26.03	FILTER
		TOTAL:	26.03	
VIDACARE	00004962	0000069148	1,111.40	AMBULANCE SUPPLIES
		TOTAL:	1,111.40	
W S C P A	00006059	0000069167	325.00	REGIS/TAYLOR/ACCTG CONF
		TOTAL:	325.00	
WA ST CRIMINAL JUSTICE TRNG	00003831	0000069145	150.00	REGISTRATION
		TOTAL:	150.00	
WASH WILDLIFE & REC COALITION	00005829	0000069138	125.00	2014 DUES - GRIGG
		TOTAL:	125.00	
WESTERN PETERBILT INC	00006802	0000069136	117.62	REPAIRS, SUPPLIES
		0000069136	121.78	REPAIRS, SUPPLIES

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	239.40	
ZIGGYS #13	00006567	0000069137	25.57	READYMIX CONCRETE
		TOTAL:	25.57	
=====				
		REPORT TOTAL:	509,853.13	



CITY OF MOSES LAKE  
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TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	78,937.61
103	GRANTS AND DONATIONS	3,024.76
116	STREET	8,966.27
275	EQUIPMENT LEASES	117.97
410	WATER/SEWER	71,911.85
490	SANITATION	214,123.74
493	STORM WATER	70,682.39
495	AIRPORT	219.13
498	AMBULANCE FUND	15,550.05
517	CENTRAL SERVICES	8,010.23
519	EQUIPMENT RENTAL	35,167.09
528	BUILD MAINTENANCE	3,142.04
	TOTAL	509,853.13

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

CORRECT AMOUNT TO BE PAID .....

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CLAIMS APPROVAL

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 \$509,853.13 THIS 11ST DAY OF MARCH, 2014

.....

COUNCIL MEMBER COUNCIL MEMBER

.....

COUNCIL MEMBER FINANCE DIRECTOR

\*\*\*\*\*

March 5, 2014

TO: City Manager for Council Consideration  
FROM: Community Development Director  
SUBJECT: Carlile Development Major Plat

Carlile Development LLC submitted an application to plat 26 acres into two lots. The site is 9147 Tyndall Road, located west of Randolph Road and south of Tyndall Road. The area is zoned Heavy Industrial, which corresponds with the Comprehensive Plan Land Use Designation of Industrial. A deferral of street and utility improvements was also requested.

The Planning Commission recommended that the preliminary plat be approved with conditions.

As no appeal was taken from this decision of the Planning Commission, the Council's approval of this decision incorporates and adopts the Findings, Conclusion and Decision of the Planning Commission.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Alvarado', with a stylized, flowing script.

Gilbert Alvarado  
Community Development Director

GA:jt

BEFORE THE PLANNING COMMISSION/CITY COUNCIL OF THE  
CITY OF MOSES LAKE, WASHINGTON

IN THE MATTER OF THE CARLILE DEVELOPMENT  
MAJOR PLAT AND DEFERRAL REQUEST

FINDINGS OF FACT, CONCLUSIONS,  
AND DECISION

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1. HEARING BEFORE THE PLANNING COMMISSION.

- 1.1 Date. A public hearing was held upon proper notice before the Planning Commission on January 30, 2014.
- 1.2 Proponent. Carlile Development LLC is the proponent of this plat.
- 1.3 Purpose. The proponent has requested a two-lot preliminary major plat of 26 acres in the Heavy Industrial Zone upon property legally described as Tax #7351 in S27-T20N-R28E, Assessor Parcel #11-0016-000; and more fully described on the face of the plat. A deferral of street and utility improvements for Randolph Road was also requested.
- 1.4 Evidence. The Commission considered the following materials in reaching its decision:
  - A. The plat submitted October 15, 2013.
  - B. Staff report and attachments.
  - C. Testimony from Anne Henning, staff; Kevin Richards of Western Pacific Engineering, representing the proponent, and Kent Jones, Port of Moses Lake Commissioner.

2. FINDINGS OF FACT BY THE PLANNING COMMISSION.

Based upon the evidence presented to it, the Commission makes the following findings of fact:

- 2.1 This site was recently annexed. Portions of the site have been developed, and the remainder is vacant.
- 2.2 The property has two sites that are part of the Moses Lake Wellfield Contamination Superfund Site. The contamination issues have been addressed in the MDNS.
- 2.3 The area is zoned Heavy Industrial, which corresponds with the Comprehensive Plan Land Use Designation of Industrial. Surrounding land uses are a mix of industrial, Port, and vacant land.
- 2.4 Randolph Road is classified as a secondary street. It is not built to Community Standards and there is no sewer main fronting the property. Deferral of these improvements was requested.
- 2.5 Tyndall Road is outside City limits. Grant County has requested that the developer be required to construct Tyndall to Grant County Standards.
- 2.6 The Development Engineer provided a list of comments and corrections that must be addressed and documents that must be submitted before the final plat is submitted for review. Additional right-of-way will be required, and there are reimbursements that must be paid.
- 2.7 The Assistant Fire Chief commented that future construction will require fire access roadways, fire service mains, and fire hydrants.

- 2.8 The Grant County Public Works Director commented on additional right of way and street improvements needed, permits needed, and a no-access restriction on the plat.
- 2.9 The Remedial Project Manager for the US EPA commented that an Environmental Covenant is needed due to the two waste sites and the location within the groundwater institutional control boundary. The covenant was included in the MDNS.
- 2.10 The Bureau of Reclamation (USBR) commented that although the proposal is within the Columbia Basin Project and the Irrigation District, it does not involve any Project facilities; therefore they have no comment. Staff confirmed that USBR does not need to sign this plat.
- 2.11 The Department of Transportation commented that they have no issues or concerns with the project.
- 2.12 A Mitigated Determination of Non-Significance (MDNS) was issued for the project on January 15, 2014, under the State Environmental Policy Act Rules (WAC 197-11). There were 13 conditions, related to future fire protection improvements, no residential use due to industrial contamination, further cleanup of the contamination, environmental covenant, stormwater, deleterious materials spills, fill, site stabilization, and retaining sediment on site. The conditions of the MDNS automatically become conditions of the project approval.
- 2.13 The Comprehensive Plan does not set a specific transportation level of service for the streets in this area. Per Transportation Policy 5.3, where no level of service is specifically adopted, the minimum level of service standard shall be D.
- 2.14 Comprehensive Plan General Land Use Policy 1 encourages cost-effective development adjacent to urban areas where adequate public facilities and services exist or can be provided in a timely and efficient manner.
- 2.15 Comprehensive Plan Land Use Policy 4 encourages infill developments that are scaled and designed to fit their surroundings on properties suited to urban development.
- 2.16 Industrial Land Use Goal 10 encourages the development of diversified industrial and manufacturing activities to provide employment in the area, and strengthen the economy and tax base.
- 2.17 Industrial Policy 53 is that City shall coordinate with the Grant County Economic Development Council, Port of Moses Lake, Public Utility District, and other regional agencies' efforts to retain and attract industrial and manufacturing activities in the area.
- 2.18 Industrial Policy 54 is that industrial and manufacturing recruitment efforts shall be supported by a range of procurable large, open, attractive light- and heavy-industrially-zoned development sites located within the UGA.
- 2.19 Industrial Policy 55 is that industrial lands should not attract land uses which are more appropriate in commercial areas.
- 2.20 Industrial Policy 57 is to locate industrial lands in areas that maximize available and planned infrastructure, including major transportation corridors.
- 2.21 Kevin Richards, Western Pacific Engineering, representing the project, stated that they have requested a deferral of the street and utility improvements on Randolph Road since it is currently built to county standards its entire length, and the site is served by sewer not located in right-of-way. Water is available in Randolph Road.

- 2.22 Kent Jones, Port Commissioner, testified that the Port is not opposed to the plat but wanted to inform the Commission of some of the issues faced by the Port since the city limits and development is getting closer to the Port property. Those issues are: 1) Because of the operation of the Grant County International Airport, Federal Aviation Administration (FAA) regulations come into play. 2) The Port is a Superfund site. The Port will enter into an environmental covenant with the Department of Defense and others involved in cleaning up the Superfund site. 3) The Port is working on extending the railroad through the Port property and on to the industrial property, including the Carlile property.

3. CONCLUSIONS BY THE PLANNING COMMISSION.

From the foregoing findings of fact, the Planning Commission makes the following conclusions:

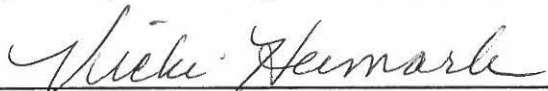
- 3.1 The decision of the Planning Commission must be supported by the evidence presented and must be consistent with the standards and criteria for review specified in state statutes and city ordinances. The standards and criteria for review of preliminary plat applications are found in Chapter 58.17 of the Revised Code of Washington (RCW), Title 17 of the Moses Lake Municipal Code (MLMC), and Title 20 MLMC.
- 3.2 MLMC 20.09.020 requirements:
1. **Comprehensive Plan/Municipal Code:** The development is consistent with Comprehensive Plan goals and policies on infill and industrial uses by platting a site in an industrial area that already has access to City services and making the site suitable for future development. With deferral of street and utility improvements, the development meets the requirements and intent of the Municipal Code.
  2. **Adequate provisions for necessary improvements:** With conditions for additional right of way and future improvements when needed, adequate provisions for streets and other public ways, water supply, and sanitary wastes exist currently or will be provided with this project. With a covenant for future street and utility improvements to Community Standards, the development will provide for necessary platting improvements.
  3. **Impacts:** No impacts have been identified under Chapters 14 through 19 that will not be mitigated through existing regulations and conditions.
  4. **Public health, safety, welfare, and interest:** The development is beneficial to the public health, safety and welfare and is in the public interest by platting land consistent with the intent of the Heavy Industrial Zone.
  5. **Transportation Level of Service:** The development does not lower the level of service of transportation facilities below the minimum standards established in the Comprehensive Plan because platting the property does not change the traffic generated by the site.
  6. **Parks Level of Service:** Not applicable to industrial projects.
  7. **Dedications:** The street right-of-way required for dedication is the minimum standard for the street classification.
- 3.3 The deferral of street and utility improvements is reasonable so that improvements to Randolph Road can be constructed in one large project rather than multiple small projects as each property is platted. One large project will be more economical and will be a better result for the public that uses the street than constructing the street piecemeal would be.

4. DECISION OF THE PLANNING COMMISSION.

On the basis of the foregoing findings of fact and conclusions, it is the decision of the Planning Commission of the City of Moses Lake that the request for a preliminary major plat as submitted on the property designated above be approved with the following conditions:

- 4.1 The comments of the Development Engineer shall be addressed before final plat submittal.
- 4.2 The comments of Grant County Public Works shall be addressed before final plat submittal.
- 4.3 A deferral shall be granted for design and construction of street and utility improvements for Randolph Road. Improvements shall be to Community Standards current at the time of construction, and a covenant shall be recorded with the plat to guarantee installation of required improvements.

Approved by the Planning Commission on February 13, 2014.

  
\_\_\_\_\_  
Vicki Heimark, Chair





March 6, 2014

TO: City Manager for Council Consideration

FROM: Community Development Director

SUBJECT: Ordinance - Alley Vacation - 1<sup>st</sup> Reading

Fox Properties, LLC submitted a petition to vacate the alley adjacent to Lots 6 - 11, Lewis Elliot Addition #2. The alley is located between Marina Drive and Third Avenue Extended as shown on the attached map.

Public utility agencies and City departments were notified. The Municipal Services Department requested that, if the alley is vacated, an easement be retained to allow access. The Street Division grades a portion of the alley and the Wastewater Division maintains a sewer main in the alley. The 20' wide alley does not allow the grader and maintenance trucks to turn around so it is essential to require an easement to provide legal access to Third Avenue.

A public hearing has been scheduled. The Council should open the public hearing and take testimony on the proposed alley vacation.

The ordinance vacating a portion of the alley is presented for Council consideration. This is the first reading of the ordinance.

Respectfully submitted



Gilbert Alvarado  
Community Development Director

GA:jt



ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF AN ALLEY

THE CITY COUNCIL OF THE CITY OF MOSES LAKE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The following described public right-of-way shall be vacated:

That portion of dedicated alley in Lewis Elliot Addition No. 2, filed in Book 5 of Plats, at pages 27, records of Grant County, Washington, more particularly described as follows:

Beginning at the most easterly corner of Lot 6 of said Lewis Elliot Addition No. 2; Thence S53°42'00"W along the southeasterly boundaries of Lot 6, 7 and 8 of said plat, 150.00 feet to the most southerly corner of said Lot 8; Thence S36°18'00"E along the southwesterly boundary of said plat, 20.00 feet; Thence N53°42'00"E, 10.00 feet to the westerly most corner of Lot 9 of said plat; Thence continuing N53°42'00" E along the northwesterly boundaries of Lot 9, 10 and 11 of said plat, 140.00 feet to the most northerly corner of said Lot 11; Thence N36°18'00"W, 20.00 feet to the point of beginning.

Parcel numbers 101316000, 101317000, 101318000, 101319000, 101320000, and 1001321000

Section 2. The city shall be compensated for one half the appraised value of the vacated property. The vacation shall not become effective until the required compensation is received by the city.

Section 3. 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 March 25, 2014.

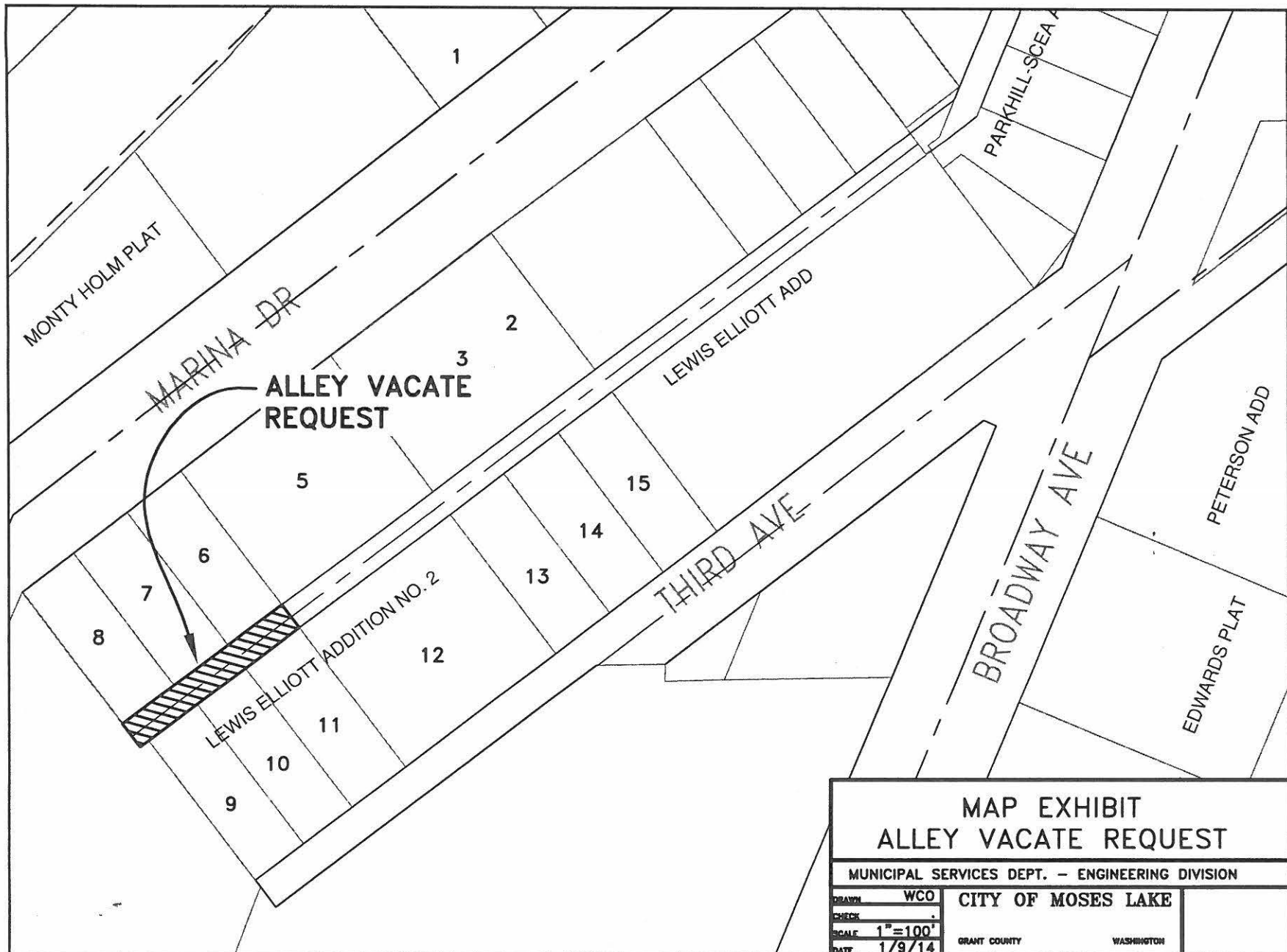
ATTEST:

\_\_\_\_\_  
Dick Deane, Mayor

\_\_\_\_\_  
W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Katherine L. Kenison, City Attorney



MAP EXHIBIT  
ALLEY VACATE REQUEST

MUNICIPAL SERVICES DEPT. - ENGINEERING DIVISION

DRAWN	WCO	CITY OF MOSES LAKE
CHECK		
SCALE	1"=100'	
DATE	1/9/14	
GRANT COUNTY		WASHINGTON

March 5, 2014

TO: City Manager for Council Consideration

FROM: Fire Chief

SUBJECT: Ordinance - Amend Chapter 16.36, 16.48, and 16.52 - 2<sup>nd</sup> Readings

Attached are three ordinances amending the Municipal Code dealing with the Fire Code, Fire Hydrants, and Installation and Maintenance of Automatic Fire Extinguishing Systems to bring the regulations into line with current practices in the Fire Department.

The ordinances are presented for Council consideration. The ordinances must be considered separately. This is the second readings of the ordinances.

Respectfully submitted

A handwritten signature in blue ink, appearing to read 'Tom Taylor', with a long horizontal stroke extending to the right.

Tom Taylor  
Fire Chief

TT:jt

ORDINANCE NO. 2706

AN ORDINANCE AMENDING CHAPTER 16.36 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "FIRE CODE"

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

Section 1. Chapter 16.36 of the Moses Lake Municipal Code entitled "Fire Code" is amended as follows:

16.36.010 Fire Apparatus Access Roads: In addition to the requirements set forth in Section 503 of the 2009 State Fire Code, fire apparatus access roads shall meet the following requirements:

- A. Surface: Fire apparatus access roads for commercial or industrial buildings or developments shall have an unobstructed width of twenty feet (20'), be designed and engineered to withstand heavy traffic loads, and be provided with an all weather driving surface. Unless otherwise approved by the Fire Chief, an all weather surface shall mean an asphaltic or Portland cement concrete hard surface or pavement which can be well maintained. Additionally, access roads serving one and two family residences may be surfaced as approved by the Fire Chief.
- B. Turning Radius:
  - 1. The turning radius for any turn around or cul-de-sac that is greater than 220 feet long, measured from the intersection of the streets to the center of the cul-de-sac, on a required fire apparatus access roadway within city street right-of-way or on private property shall not be less than forty-six feet (46'). The forty-six foot (46') radius shall be measured from the center point of the cul-de-sac or turn around and extend to the back of the curb, or on private access roads to the edge of asphalt if no curb is installed.
  - 2. The turning radius for any turn around or cul-de-sac that is equal or less than 220 feet long, measured from the intersection of the streets to the center of the cul-de-sac, on a required fire apparatus access roadway within City street right-of-way shall not be less than thirty feet (30'). The thirty foot (30') radius shall be measured from the center point of the cul-de-sac or turn around and extend to the back of the curb.
  - 3. Turn arounds or cul-de-sacs installed on required private fire apparatus access roadways shall be hard surfaced capable of withstanding heavy vehicle traffic. Alternate methods of creating private access road turn arounds may be approved by the Fire Chief. Approved temporary turn arounds may include hammerhead arrangement designs or a graveled surface ninety-two feet (92') in diameter.
- C. Grade: The gradient for a private fire apparatus access road shall not exceed fifteen percent (15%), except that fire apparatus access roads leading to buildings fully protected by automatic sprinkler systems may exceed fifteen percent (15%) when, in the opinion of the Fire Chief, fire fighting or rescue operations would not be impaired.
- D. Closure of Access Roads: When approved by the Fire Chief, gates and barricades may be placed across fire apparatus access roads, provided that they can be opened by the Fire Department with the provision of an approved "key box". ~~or lock which can be readily removed.~~ For gates controlled electronically, the gate shall be equipped with an approved key switch override, and a manual release mechanism shall be accessible to firefighters through a "man-gate" installed no further than fifty feet (50') from the roadway gate.
- E. Access Identification: When required by the Fire Chief, fire apparatus access roads shall be posted with signs reading "No Parking - Fire Lane". Signs shall have three inch (3") reflective red lettering on a white background. The top of the sign shall not be less than four feet (4') nor more six feet (6') from the ground. Vertical curbs shall be painted yellow or red on the top and

side. Rolled curbs or surfaces without curbs shall have a yellow or red six inch (6") wide painted stripe. The paint or striping shall extend the length of the designated fire lane.

- F. Aerial Fire Apparatus Access Roads: Buildings or portions of buildings, or facilities exceeding thirty feet (30') in height above the lowest level of Fire Department access shall be provided with a roadway that complies with Section D105 of the 2009 State Fire Code as currently adopted or as amended in the future.
- G. Residential Developments: Access shall be provided to new residential developments in accordance with Sections D106 and D107 of the 2009 State Fire Code as currently adopted or as amended in the future.
- H. Commercial and Industrial Developments: Fire apparatus access for commercial and industrial developments shall comply with Section D104 of the 2009 State Fire Code as currently adopted or as amended in the future.

~~16.36.040 Fire Department Connection Location: On all new construction and in buildings retro-fitted with automatic fire sprinkler systems, Fire Department connections shall be located not less than forty feet (40') from the protected building at a location approved by the Fire Marshal; except, where practical difficulties preclude the remote placement of Fire Department connections, the Fire Chief may grant a waiver and authorize placement at a location reviewed and approved by the Fire Marshal.~~

~~16.36.050 Fire Department Connection Requirements: The top of the Fire Department connection shall not be more than forty-four inches (44") nor less than thirty-six inches (36") above grade. All Fire Department connection riser piping shall be painted red from grade to just below the threaded connection for the hose cap.~~

~~16.36.060 Exterior Strobe Required: Buildings with sprinkler risers at separate locations within the building envelope shall be equipped with an exterior visual strobe device adjacent to the exterior water flow bell or alarm for each individual system within the building.~~

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 March 11, 2014.

\_\_\_\_\_  
Dick Deane, Mayor

ATTEST:

\_\_\_\_\_  
W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Katherine L. Kenison, City Attorney

ORDINANCE NO. 2707

AN ORDINANCE AMENDING CHAPTER 16.48 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "FIRE HYDRANTS"

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

Section 1. Chapter 16.48 of the Moses Lake Municipal Code entitled "Fire Hydrants" is amended as follows:

16.48.040 Installation Requirements: All new and replaced hydrants, water mains, and appurtenances shall meet the following requirements:

- A. All construction shall conform to the City of Moses Lake Community Street and Utility Standards in effect at the time of plan approval.
- B. Hydrants shall be accessible to Fire Department apparatus over roads approved by the Fire Chief, in accordance with Moses Lake Municipal Code 16.36.
- C. Hydrants shall not be obstructed by any structure or vegetation, or have the visibility impaired for a distance of fifty feet (50') via the route of travel to such hydrant.
- D. Hydrants located in parking lots, or on fire apparatus access roadways other than City streets that are not protected by curbs and space separation of at least five feet (5') from vehicle operating areas shall be equipped with vehicle impact protection in accordance with Section 312 of the 2012 edition of the International Fire Code. ~~Hydrants located in areas subject to vehicular traffic shall be protected by curbs, space separation, grade level changes, guard posts, or other means as approved by the Fire Marshal.~~

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 March 11, 2014.

\_\_\_\_\_  
Dick Deane, Mayor

ATTEST:

\_\_\_\_\_  
W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Katherine L. Kenison, City Attorney

ORDINANCE NO. 2708

AN ORDINANCE AMENDING CHAPTER 16.52 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "INSTALLATION AND MAINTENANCE OF AUTOMATIC FIRE EXTINGUISHING SYSTEMS"

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

Section 1. Chapter 16.52 of the Moses Lake Municipal Code entitled "Installation and Maintenance of Automatic Fire Extinguishing Systems" is amended as follows:

16.52.040 Fire Extinguishing Systems:

- A. Where Required: In addition to the locations required to install automatic sprinkler systems by the currently adopted State Fire Code in Group R-1 and R-2 occupancies, locations which are twelve thousand five hundred (12,500) square feet in total area, or larger, are required to install automatic sprinklers throughout, including the attic.
- B. Sprinkler System Alarms: When serving more than twenty (20) sprinklers, automatic sprinkler systems shall be supervised by an approved central proprietary or remote station service or a local alarm which will give an audible signal at a constantly attended location.
- C. Fire Department Connections: All newly installed fire department connections shall be equipped with Knox locking caps.
- D. Fire Department Connection Location: On all new construction and in buildings retro-fitted with automatic fire sprinkler systems, Fire Department connections shall be located not less than forty feet (40') from the protected building at a location approved by the Fire Marshal; except, where practical difficulties preclude the remote placement of Fire Department connections, the Fire Chief may grant a waiver and authorize placement at a location reviewed and approved by the Fire Marshal.
- E. Fire Department Connection Requirements: The top of the Fire Department connection shall not be more than forty-four inches(44") nor less than thirty-six inches (36") above grade. All Fire Department connection riser piping shall be painted red from grade to just below the threaded connection for the hose cap.
- F. Exterior Strobe Required: Buildings with sprinkler risers at separate locations within the building envelope shall be equipped with an exterior visual strobe device adjacent to the exterior water flow bell or alarm for each individual system within the building.

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 March 11, 2014.

ATTEST:

\_\_\_\_\_  
Dick Deane, Mayor

\_\_\_\_\_  
W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Katherine L. Kenison, City Attorney





March 6, 2014

Honorable Mayor and  
Moses Lake City Council


Dear Council Members

Attached is a proposed ordinance amending Chapter 17.27 of the Moses Lake Municipal Code entitled "Open Space and Parks".

This proposed ordinance is a follow up to the conversation that the City Council had with City staff with regard to the non-existence of subareas in the Comprehensive Plan. In order to clarify reality, the language referencing sub areas with regard to the expenditure of fees in lieu is proposed to be eliminated.

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 17.27 OF THE MOSES LAKE MUNICIPAL  
CODE ENTITLED "OPEN SPACE AND PARKS"

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

Section 1. Chapter 17.27 of the Moses Lake Municipal Code entitled "Open Space and Parks" is amended  
as follows:

17.27.060 Fee in Lieu of Open Space Dedication:

- A. Unless land within a proposed development is dedicated in accordance with 17.27.040, final approval of the development shall be contingent upon payment of a fee-in-lieu of dedication from the property owner to the City. The fee so collected shall be appropriated only for the acquisition and development of open space, park sites, and recreational facilities. ~~within the Comprehensive Plan sub-area where the proposed development is located.~~ Such acquisition and development shall be consistent with the City's Comprehensive Plan. Expenditure of such fees shall only be through capital budget and program appropriations by the City Council. Fees collected shall be allocated to a neighborhood park, open space, or recreation project and shall be expended within five (5) years of fee acceptance.
- B. The fee-in-lieu of dedication of open space for a single family residential development shall be five percent (5%) of the value of the gross area of the proposed development or multiple family residential development shall be ten percent (10%) of the value of the gross area of the proposed development.
- C. The fee-in-lieu of dedication of open space shall be due and payable prior to project approval. For subdivisions and binding site plans, recording will be withheld until payment is received. For building permit applications, building permits will not be issued until payment is received. Such fee shall be deposited by the City in the appropriate open space fund of the City. If such fee is not expended within five (5) years of receipt by the City for its intended use, upon written demand to the Finance Director, the fee will be refunded to the current owner of such residence or lot to which the fee is attributable.

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

\_\_\_\_\_  
Dick Deane, Mayor

ATTEST:

\_\_\_\_\_  
W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Katherine L. Kenison, City Attorney

# MRSC Inquiries - Parks & Recreation

- [Golf Courses](#)
- [Metropolitan Park Districts](#)
- [Park Financing](#)
- [Park Foundations](#)
- [Skateboard Parks](#)

## Parks & Recreation - Golf Courses

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### 1. Request for information on "green golf courses."

Reviewed: 01/14

See MRSC's webpage on [Golf Course Facilities](#).

In addition, here are links to several other resources found on the Web:

- [Golf & the Environment](#), Blogging about the Balance - Cooperative effort of PGA, USGA, Audubon International
- [Golf and the Environment](#), Beyond Pesticides
- [Master Planned Resorts - "Washington Style"](#), MRSC, Report No. 57, May 2003 (see "Special Environmental Concerns Related to Golf Courses," and Appendix D, "Environmental Principles for Golf Courses in the United States" ).

## Parks & Recreation - Metropolitan Park Districts

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### 1. Is the formation of a metropolitan park district limited to cities over 5,000 population? Reviewed: 01/14

No; there is no requirement that a city have a population of at least 5,000 to form a metropolitan park district. The establishment of a metropolitan park district in a city is governed by the provisions in [Ch. 35.61 RCW](#). Prior to 2002, the law did include a city size restriction for formation of a metropolitan park district, but the size restriction was eliminated in 2002. Now, the law allows one or more cities and/or counties to create such a district for "the management, control, improvement, maintenance, and acquisition of parks, parkways, and boulevards...."

[RCW 35.61.010](#) specifically authorizes a metropolitan park district to be formed that includes areas outside of the city, or even in another city or county. (Previously, districts were confined within city limits.) Any territory annexed to a city that lies entirely within the limits of a metropolitan park district shall be deemed to be within the limits of the (expanded) park district. Formation or extension of park district boundaries is no longer subject to boundary review board (BRB) review if only city territory is involved, independent of the board's review of the city annexation ([RCW 35.61.250](#)). (A proposed district that involves area within a county will still be subject to a BRB review in counties that still have a BRB.)

There are two basic methods for the formation of a metropolitan park district. The city may initiate council district formation by adopting a resolution submitting a proposition for its formation to voters within the district boundaries. If the district includes area within the county or other cities and counties, the legislative body of each city and/or county which includes a portion or all of the area in the district must adopt a resolution submitting the proposition to the voters.

Alternately, a metropolitan district may be initiated via a petition with the signatures of fifteen percent of the registered voters of the city (or area of the proposed district). The petition must be submitted to the county, and the proposition is then submitted to the voters of the city at any general, special, or city election ([RCW 35.61.020](#)). Where the petition is for creation of a district in more than one county, the original petition is filed with the county having the greater area within the district and a copy filed with each other county auditor.

Please see the MRSC webpage on [Metropolitan Park Districts](#). Also see our table on [Comparison of Recreation Districts](#).

### 2. Can park and recreation districts cover more than one county?

Reviewed: 01/14

Yes, park and recreation districts can be located in more than one county. The options include: (1) a park and recreation service area (see [RCW 36.68.400](#)), (2) a joint park and recreation district (see [RCW 36.69.420](#)), or (3) a metropolitan park district (see [RCW 35.61.010](#)). The joint park and recreation district ([RCW 36.69.420 - .460](#)) is similar to the park and recreation district but encompasses territory within more than one county. These can include part of the unincorporated county and part of the city. The formation is either through a petition process or by resolution of the city and county. The district would be a separate governmental entity.

For more information on park and recreation districts, see MRSC's webpage on [Comparison of Recreation Districts: Park & Recreation District, Park & Recreation Service Area, and Metropolitan Park District](#). Additional information on Metropolitan Park Districts may be found on MRSC's webpage on [Metropolitan Park Districts](#).

### 3. Do state laws regulating metropolitan park districts (MPDs) allow communities located within a district's boundaries to remove themselves from the district after it has been formed? Reviewed: 10/13

The statutes that govern metropolitan park districts are contained in [chapter 35.61 RCW](#). These statutes do not allow specific areas within an MPD to take independent action to remove themselves from the district. However, the statutes do authorize park district commissioners to take action to withdraw areas located within their boundaries.

The procedures for withdrawing areas from an MPD are set forth in [RCW 35.61.360](#). [RCW 35.61.360\(2\)](#) provides:

The withdrawal of an area shall be authorized upon: a) Adoption of a resolution by the park district commissioners requesting the withdrawal and finding that, in the opinion of the commissioners, inclusion of this area within the metropolitan park district will result in a reduction of the district's tax levy rate under the provisions of RCW 84.52.010; and (b) adoption of a resolution by the city or town council approving the withdrawal, if the area is located within the city or town, or adoption of a resolution by the county legislative authority of the county within which the area is located approving the withdrawal, if the area is located outside of a city or town. A withdrawal shall be effective at the end of the day on the thirty-first day of December in the year in which the resolutions are adopted, but for purposes of establishing boundaries for property tax purposes, the boundaries shall be established immediately upon the adoption of the second resolution.

Since the area you mentioned is located outside of a city or town, the second resolution would be adopted by the county legislative authority.

## **Parks & Recreation - Park Financing**

- 1. Request for information on funding sources for the acquisition of parks and open space** Reviewed: 01/14  
This is in response to a request for information on funding sources for the acquisition of parks and open space. This includes information on non-monetary options to acquire and protect open space. The following is a list of the primary options that we've identified:

### **Funding options for park and open space acquisition**

- Impact fees
- Real estate excise tax
- Conservation futures tax
- General obligation bond
- Fee-in-lieu of dedication of parks and open space
- Grants
- Purchase of development rights program (would still need funding, e.g., bond measure)

### **Non-monetary options for park and open space acquisition**

- Parks and/or open space dedication requirement as part of subdivision
- Density bonus or clustering for preservation of open space
- Density transfer
- Development agreements (not involving fee-in-lieu of dedication)
- Transfer of development rights program
- Less than fee simple - purchase of development rights; conservation easements
- King County four-to-one program

### **Other incentives for land preservation in open space**

- Current use tax assessment

More detail on these options is presented below:

#### **Impact Fees**

Impact fees are charges assessed against newly-developing property that attempt to recover the cost incurred by a local government in providing the public facilities required to serve the new development. For counties and cities planning under the Growth Management Act, impact fees are specifically authorized under [RCW 82.02.090\(7\)](#) only for: "(1) public streets and roads; (2) **publicly owned parks, open space, and recreation facilities**; (3) school facilities; and (4) fire protection facilities in jurisdictions that are not part of a fire district." (emphasis added) Typically, if impact fees are imposed, these take the place of a fee-in-lieu program (see below). Impact fees are also authorized under SEPA. The Washington State Environmental Policy Act, [Ch. 43.21C RCW](#), grants broad authority to impose mitigating conditions relating to a project's environmental impacts. Some cities have interpreted SEPA's authority to mitigate environmental impacts to include authority to impose impact fees. A municipality pursuing this course must establish a proper foundation. Local SEPA policies authorizing the exercise of SEPA substantive authority must be adopted and fees imposed must be rationally related to impacts identified in threshold determination documents (primarily environmental checklists) or environmental impact statements. Fees collected under SEPA may not duplicate fees collected under other sources of authority.

Also see the MRSC webpage on [Impact Fees](#).

#### **Real Estate Excise Tax**

A real estate excise tax (REET) is levied on all real estate sales measured by the full selling price, including the amount of any liens, mortgages, and other debts given to secure the purchase. (See [Ch. 82.46 RCW](#).) Also see the discussion of the "Real Estate Excise Tax," in [A Revenue Guide for Washington Counties](#), and MRSC's webpage on [Real Estate Excise Tax](#). The webpage provides information on how various categories of REET funds may be spent.

#### **Conservation Futures Tax**

See [RCW 84.34.200 - 84.34.250](#). This levy money may be used solely for the purpose of acquiring rights and interests (such as easements) in real property. Counties that have adopted this tax levy include Clark, Ferry, Island, Jefferson, King, Kitsap, Pierce, San Juan, Skagit, Snohomish, Spokane, Thurston, and Whatcom.

#### **Open Space Bond**

These would be general obligation bonds, either limited tax general obligation - also called councilmanic bonds - which may be issued by a vote of the county commissioners or unlimited general obligation bonds, which must be approved by 60 percent of the voters, with a voter turnout that is at least 40 percent of those voting in the most recent general election. The county would need to hire a bond counsel if the county decides to issue bonds. If the county decided to authorize the one percent real estate excise tax for conservation areas, the county would probably want to issue councilmanic bonds, pledging the tax receipts for debt service. It would also have to pledge to use general fund monies as a backup, in case the real estate excise tax receipts were insufficient.

#### **Fee in Lieu of Parks and Open Space**

The fee-in-lieu of parks and open space option must be voluntary and is authorized in [RCW 82.02.020](#).

In Washington, local governments have two basic sources of authority for requiring developers to dedicate land for parks: [Ch. 58.17 RCW](#), the State Subdivision Law, and [Ch. 43.21C RCW](#), the State Environmental Policy Act (SEPA). Under the state subdivision law, cities and towns can insure that developers install appropriate improvements, including parks, recreation, and playground improvements, through their power to approve or disapprove proposed subdivisions. When the dedication of land is not practical or feasible, some cities and counties have provided for the collection of fees from developers in lieu of land dedications pursuant to "voluntary agreements" adopted under [RCW 82.02.020](#) or as part of a mitigation condition imposed under SEPA.

Under [RCW 82.02.020](#), a county or city may enter into a voluntary agreement with a subdivision developer to allow a payment in lieu of a dedication of land or to mitigate any direct impacts that have been identified as a consequence of the proposed development or subdivision. The permitting agency must be able to establish that an impact fee collected pursuant to a voluntary agreement is "reasonably necessary as a direct result of the proposed development or plat." Funds collected under voluntary agreements must be held in a reserve account and expended on agreed upon capital improvements. Fees must also be expended within five years or be refunded with interest. Court decisions, such as *Vintage Construction Company, Inc. v. City of Bothell*, 83 Wn. App. 605 (1996), have required cities to demonstrate that the fee be related to the value of the land that might otherwise be dedicated.

You may also be interested in the Washington Supreme Court decision, *Isla Verde v. Camas*, 146 Wn.2d (7/11/02). This decision addresses the nexus between an open space requirement for a subdivision and the impacts of a particular development.

#### **Grants**

See MRSC's [Grant Resources for Local Governments](#) for potential grants for acquisition of park land and open space.:

#### **Purchase of Development Rights**

Many purchase of development rights programs (as well as transfer of development rights programs) have been used to preserve farmlands. Bainbridge Island and San Juan County have developed programs to purchase open space, which may include environmentally critical areas such as wetlands. A funding source, such as a bond issue, would need to be identified for a purchase of development rights program.

#### **Park or Open Space Dedication Requirement**

The dedication of land for parks or open space is a typical requirement of subdivisions, as noted above under "Fee in-lieu-of parks." King County requires open space for residential developments of more than four lots, and Sultan requires open space for more than 10 lots.

#### **Density Bonus and Clustering**

A density bonus allows the granting of additional dwelling units or floor area beyond the maximum allowed under the zoning in exchange for preserving an amenity at the same or a separate site. Density bonuses are used for many purposes including the preservation of open space and protection of critical areas as well as to promote affordable housing. Density bonuses are built into planned unit development, planned residential development, and cluster subdivision provisions. Cluster provisions in rural areas may focus on conserving resource lands and promoting larger open space areas consistent with rural character.

#### **Density Transfer**

Density transfer involves the transfer of all or part of the permitted density on a parcel to another parcel. Density transfer is also used to protect critical areas and preserve sensitive areas in a natural state.

#### **Development Agreements**

Developers may also enter into other agreements with cities that do not involve the payment of money in-lieu-of open space. Such SEPA mitigation agreements might include deferral of subdivision improvements and possibly involve future dedication of land. MRSC legal consultants have advised that these voluntary agreements are not subject to the five-year limitation in [RCW 82.02.020](#).

#### **Conservation Easements**

A conservation easement is a legal agreement between a landowner and a land trust or government agency that permanently limits uses of the land in order to protect its conservation values, typically preserving the land as open space or resource land. Conservation easements may be acquired through a purchase or transfer of development rights program or donated on a voluntary basis to a land trust or government agency.

#### **Transfer of Development Rights (TDR) Program**

TDR involves the removal of the right to develop from land in one area or zoning district and the transfer of that right to land in another area or district, where development is permitted. This is somewhat similar to the density transfer (which is usually limited to a specific adjacent site or development project), although typically TDR involves transferring development rights to other sites (receiving sites), which are sometimes distant from the sending site. TDR programs are commonly used to preserve agricultural lands but may also apply to open space preservation, historic sites, and affordable housing. King County, Spokane County, Bainbridge Island, and Redmond have TDR programs.

#### **King County Four-to-One Program**

King County's four-to-one greenway is an innovative program that allows, via a development agreement, the development of one acre of land as urban for every four acres donated as open space. For further information, contact Kim Claussen, King County Department of Development and Environmental Services, 206-296-7167 or E-mail: [kimberly.claussen@metrokc.gov](mailto:kimberly.claussen@metrokc.gov).

#### **Current Use Assessment - Open Space**

The Washington Open Space Taxation Act ([Ch. 84.34 RCW](#)) allows property owners to have their open space, farm and agricultural, and timber lands valued at their current use rather than at their highest and best use. The current use assessment program helps to preserve private land in open space, farm, and timber use.

#### **Additional Web Resources:**

- [King County Parks and Recreation Business Plan](#)
- [More Ways to Play: A Review of Funding Alternatives for Local Park and Recreation Districts](#), by Richard P. Burke, Cascade Policy Institute (Portland, OR) 1998
- [Funding Sources for Greenway Projects](#), Project for Public Spaces
- Washington State Department of Revenue - [Open Space Taxation Act](#), June 2012

## **Parks & Recreation - Park Foundations**

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### **1. Request for information on friends of parks groups and park foundations**

Reviewed: 01/14

As a starting point, take a look at MRSC's webpage on [Park Foundations](#). This includes links to several park foundations in Washington cities and counties.

Here are some additional links on park foundations and friends groups:

- [Project for Public Spaces - Parks](#) (includes general information on roles of nonprofits)
- [Parks Foundation of Clark County](#)
- [Greater Everett Community Foundation](#) (successor to Everett Parks Foundation)
- [Kent Parks Foundation](#).

"Friends" groups and park foundations are becoming increasingly common, as park departments seek additional financial support and advocates for their programs and services. In Washington, cities and counties with park foundations or friends groups include Everett, Kent, King County, Seattle, San Juan County, Skagit County, Spokane, Vancouver-Clark County, and Whatcom County. Other cities that have considered establishing their own local foundations are Enumclaw and Lynnwood. Most park foundations are found in larger cities and counties. Some friends organizations are established for specific parks or types of parks, such as Seattle's [Friends of Seattle's Olmsted Parks](#).

## **Parks & Recreation - Skateboard Parks**

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### **1. Request for sample skateboard park rules and regulations.**

Reviewed: 01/14

See the following links relating to skate park rules & regulations including out-of-state parks:

- [Black Diamond Skate Park Rules and Regulations](#)
- [Moses Lake Skate Park Rules and Regulations](#)
- [Sumner SK8 Park Rules](#)
- [Skatepark Rules](#) - Baltimore County, Maryland
- [Skate Park Rules](#) - Coronado, California.

For more information, see MRSC's webpage on [Skateboards and Skateparks](#), which includes a sample participant waiver and release form, a skateboard park medical information form, and additional skate park rules.





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[RCWs > Title 82 > Chapter 82.02 > Section 82.02.020](#)

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## RCW 82.02.020

### **State preempts certain tax fields — Fees prohibited for the development of land or buildings — Voluntary payments by developers authorized — Limitations — Exceptions.**

Except only as expressly provided in chapters [67.28](#), [81.104](#), and [82.14](#) RCW, the state preempts the field of imposing retail sales and use taxes and taxes upon parimutuel wagering authorized pursuant to RCW [67.16.060](#), conveyances, and cigarettes, and no county, town, or other municipal subdivision shall have the right to impose taxes of that nature. Except as provided in RCW [64.34.440](#) and [82.02.050](#) through [82.02.090](#), no county, city, town, or other municipal corporation shall impose any tax, fee, or charge, either direct or indirect, on the construction or reconstruction of residential buildings, commercial buildings, industrial buildings, or on any other building or building space or appurtenance thereto, or on the development, subdivision, classification, or reclassification of land. However, this section does not preclude dedications of land or easements within the proposed development or plat which the county, city, town, or other municipal corporation can demonstrate are reasonably necessary as a direct result of the proposed development or plat to which the dedication of land or easement is to apply.

This section does not prohibit voluntary agreements with counties, cities, towns, or other municipal corporations that allow a payment in lieu of a dedication of land or to mitigate a direct impact that has been identified as a consequence of a proposed development, subdivision, or plat. A local government shall not use such voluntary agreements for local off-site transportation improvements within the geographic boundaries of the area or areas covered by an adopted transportation program authorized by chapter [39.92](#) RCW. Any such voluntary agreement is subject to the following provisions:

- ✗ (1) The payment shall be held in a reserve account and may only be expended to fund a capital improvement agreed upon by the parties to mitigate the identified, direct impact;
- ✗ (2) The payment shall be expended in all cases within five years of collection; and
- (3) Any payment not so expended shall be refunded with interest to be calculated from the original date the deposit was received by the county and at the same rate applied to tax refunds pursuant to RCW [84.69.100](#);

however, if the payment is not expended within five years due to delay attributable to the developer, the payment shall be refunded without interest.

No county, city, town, or other municipal corporation shall require any payment as part of such a voluntary agreement which the county, city, town, or other municipal corporation cannot establish is reasonably necessary as a direct result of the proposed development or plat.

Nothing in this section prohibits cities, towns, counties, or other municipal corporations from collecting reasonable fees from an applicant for a permit or other governmental approval to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter 43.21C RCW, including reasonable fees that are consistent with RCW 43.21C.420(6), 43.21C.428, and beginning July 1, 2014, RCW 35.91.020.

This section does not limit the existing authority of any county, city, town, or other municipal corporation to impose special assessments on property specifically benefited thereby in the manner prescribed by law.

Nothing in this section prohibits counties, cities, or towns from imposing or permits counties, cities, or towns to impose water, sewer, natural gas, drainage utility, and drainage system charges. However, no such charge shall exceed the proportionate share of such utility or system's capital costs which the county, city, or town can demonstrate are attributable to the property being charged. Furthermore, these provisions may not be interpreted to expand or contract any existing authority of counties, cities, or towns to impose such charges.

Nothing in this section prohibits a transportation benefit district from imposing fees or charges authorized in RCW 36.73.120 nor prohibits the legislative authority of a county, city, or town from approving the imposition of such fees within a transportation benefit district.

Nothing in this section prohibits counties, cities, or towns from imposing transportation impact fees authorized pursuant to chapter 39.92 RCW.

Nothing in this section prohibits counties, cities, or towns from requiring property owners to provide relocation assistance to tenants under RCW 59.18.440 and 59.18.450.

Nothing in this section limits the authority of counties, cities, or towns to implement programs consistent with RCW 36.70A.540, nor to enforce agreements made pursuant to such programs.

This section does not apply to special purpose districts formed and acting pursuant to Title 54, 57, or 87 RCW, nor is the authority conferred by these titles affected.

[2013 c 243 § 4; 2010 c 153 § 3; 2009 c 535 § 1103; 2008 c 113 § 2; 2006 c 149 § 3; 2005 c 502 § 5; 1997 c 452 § 21; 1996 c 230 § 1612; 1990 1st ex.s. c 17 § 42; 1988 c 179 § 6; 1987 c 327 § 17; 1982 1st ex.s. c 49 § 5; 1979 ex.s. c 196 § 3; 1970 ex.s. c 94 § 8; 1967 c 236 § 16; 1961 c 15 § 82.02.020. Prior: (i) 1935 c 180 § 29; RRS § 8370-29. (ii) 1949 c 228 § 28; 1939 c 225 § 22; 1937 c 227 § 24; Rem. Supp. 1949 § 8370-219. Formerly RCW 82.32.370.]

**Notes:**

**Intent -- 2010 c 153:** See note following RCW 43.21C.420.

**Intent -- Construction -- 2009 c 535:** See notes following RCW 82.04.192.

**Application -- Effective date -- 2008 c 113:** See notes following RCW 64.34.440.

**Findings -- Construction -- 2006 c 149:** See notes following RCW 36.70A.540.

**Effective date -- 2005 c 502:** See note following RCW 1.12.070.

**Intent -- Severability -- 1997 c 452:** See notes following RCW 67.28.080.

**Savings -- 1997 c 452:** See note following RCW 67.28.181.

**Part headings not law -- Effective date -- 1996 c 230:** See notes following RCW 57.02.001.

**Severability -- Part, section headings not law -- 1990 1st ex.s. c 17:** See RCW 36.70A.900 and 36.70A.901.

**Severability -- Prospective application -- Section captions -- 1988 c 179:** See RCW 39.92.900 and 39.92.901.

**Intent -- Construction -- Effective date -- Fire district funding -- 1982 1st ex.s. c 49:** See notes following RCW 35.21.710.

**Effective date -- 1979 ex.s. c 196:** See note following RCW 82.04.240.

**Severability -- 1970 ex.s. c 94:** See RCW 82.14.900.





March 6, 2014

Honorable Mayor and  
Moses Lake City Council

Dear Council Members

Attached is a proposed Solid Waste Collection, Transportation, and Disposal Contract between the City of Moses Lake and Consolidated Disposal Service.

This contract is intended to cover the City's obligations to Consolidated Disposal as a WUTC certificate holder in areas annexed into the City. The obligations the City has to Consolidated Disposal as a certificate holder are required by law.

The contract with Consolidated does not expire so long as Consolidated continues to be a WUTC certificate holder in areas possibly to be annexed by the City. In areas where the City annexes territory and Consolidated Disposal holds a certificate, under this contract Consolidated Disposal will continue to provide refuse collection services for 10 years.

This contract requires Consolidated Disposal Service to provide the same service to those areas annexed into the City as would the City's main solid waste collection contractor, Lakeside Disposal.

This proposed contract is presented to the Council for consideration. If the City Council finds the contract acceptable, authorization is requested for the City Manager to execute this contract or a contract with similar provisions on behalf of the City of Moses Lake.

Respectfully submitted.



Joseph K. Gavinski  
City Manager

JKG:jt

## SOLID WASTE COLLECTION, TRANSPORTATION, AND DISPOSAL CONTRACT

Consolidated Disposal Service shall do all work and furnish all materials and equipment for the collection and transportation of solid waste consisting of garbage, rubbish, refuse, and any other waste collection as set forth in accordance with this Contract commencing on \_\_\_\_\_. Consolidated Disposal Service shall comply with Chapter 8.08 of the Moses Lake Municipal Code entitled "Garbage Collection" in effect or as hereafter amended. The provisions of Moses Lake Municipal Code 8.08 are attached hereto as Exhibit A and by this reference made a part hereof.

1. Parties. This contract is made and entered into by and between the City of Moses Lake, Grant County, Washington, a municipal corporation, hereinafter referred to as "City", and Consolidated Disposal Service, a corporation, hereinafter referred to as "Consolidated Disposal Service" or "Contractor."
2. Authority. The City is empowered to negotiate garbage collection and disposal contracts by RCW 35A.40.210, 35.23.352, and 35A.14.900.
3. Covenants. The City and Consolidated Disposal Service covenant as follows:
  - 3.1 This contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor (including its officers, agents, or assigns) expressly waives and releases its right to claim any damages or compensation other than those expressly called for in this Contract, arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor will service any future annexation areas shall be ten (10) years.

In annexed areas Customers shall receive the same containers as used elsewhere in the City, in accordance with the provisions of this Contract. In the event an annexed area is being serviced with containers different from the City's program, the Contractor shall be responsible for timely Customer notification, removal and recycling of existing containers and delivery of appropriate containers to those Customers.
  - 3.2 Provision of Equipment. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort required for performing the work prescribed for in this Contract.
  - 3.3 Payment. The City promises and agrees to pay Contractor for its solid waste collection activities according to the rate structure which is attached and marked as Exhibit B and incorporated herein by this reference. The

determination of the proper amount to be paid under this Contract will be made by the City based on records of active accounts recorded by the Finance Department during the preceding month, computed based on the rates in Exhibit B. Contractor shall have the right to contest the accuracy of any such billings and the parties agree to negotiate in good faith with regard to any such dispute.

- 3.4 **Recycling Program:** The City has implemented an every-other-week curbside, single stream, residential recycling program and yard waste recycling program. The yard waste program will have weekly collection beginning the second full week each March and continue through the first full week of November. Once a month collection will occur during December, January, and February during the second full week of each month. The Contractor shall collect the recyclables and yard waste as set forth above.

Contractor agrees to enter into negotiations with the City at the City's discretion concerning any additional type of recycling program the City may wish to establish and the parties agree to act in good faith towards the other in reaching any agreement therein.

- 3.5 **Commodities:** Acceptable commodities for the single stream recycling program are listed in the attached Schedule D. All processed commodities will be recycled and not dumped as waste unless the contamination of a given load warrants otherwise. The Contractor will notify the City if this circumstance exists. The City and Contractor shall mutually agree to drop or add commodities if it becomes financially feasible to do so.
- 3.6 Contractor agrees to participate with the City in a City-wide cleanup once a year, whereby residential customers may put out up to four (4) yards of extra solid waste. Contractor will pick up and haul this solid waste to the landfill for a rate of one half ( $\frac{1}{2}$ ) its applicable rate as shown in Exhibit B.
- 3.7 **Commodity Proceeds/Expense:** The City will receive all proceeds and pay all expenses related to delivery of material to a mutually agreed recycler.
- 3.8 **Personal Nature of Contract.** This Contract is considered personal in nature and the duties and responsibilities may not be assigned or transferred in whole or in part to another individual, corporation, partnership, joint venture or other business entity, unless approved by the City Council which approval shall not be unreasonably withheld.
- 3.9 **Attorneys' Fees.** In the event either party proceeds to enforce any term or covenant of this Contract or to employ counsel to effect such enforcement, the prevailing party shall be entitled to its attorneys' fees and costs including any costs on appeal.

4. Definitions and Terms:

- 4.1 Contractor. The individual, firm, joint venture, co-partnership, and his, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenantor, or corporation, or his, their, or constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean Consolidated Disposal Service as defined above.
- 4.2 Days. Unless otherwise designated, days as used in the specifications will be understood to mean business days.
- 4.3 Solid Waste Collection. The term "solid waste collection" shall mean materials collected under this Contract which include, but are not limited to: garbage, rubbish, refuse and other elements of the solid waste stream as defined by state law.
- 4.4 Inspector. The City's authorized representative assigned to make detailed review of Contract performance. The inspector may be the Utility Account Technician.
- 4.5 Owner. Owner shall mean the City of Moses Lake acting through its legally constituted officials, as represented by its authorized officers, employees, or agents. The City in these specifications shall mean the City of Moses Lake. Owner and City in this Contract shall be synonymous.
- 4.6 Subcontractor. The individual, firm, partnership, corporation, or joint venture, to whom the Contractor, with written consent of the Owner, sublets any part of the work performed under the Contract.
- 4.7 Work. Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion off the project and the carrying out of all the duties and obligations imposed by the Contract.
- 4.8 Compliance with Law. Contractor shall be familiar with all federal, state and local laws, ordinances and regulations which in any manner effect the performance of the work under this Contract and agrees to comply therewith.
- 4.9 Whole Agreement. This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier written or oral understandings may modify provisions. Any subsequent change or revision to this Contract shall not be effective unless memorialized in writing and signed by both parties to the Contract.



5. Disposal Site:

- 5.1 Unless otherwise specified, all waste generated within the City should be delivered directly to Grant County's Ephrata Landfill or to the refuse transfer station located at 9524 Road 7 NE. Delivery of any particular load to either site is solely at the Contractor's discretion. If the tipping fee rate is higher at the transfer station than the Ephrata Landfill, the Contractor will be responsible for paying the difference for all tons delivered to the transfer station.
- 5.2 Should the City direct the Contractor to any other waste disposal site, the parties agree that the Contractor shall be entitled to recoup any additional costs of collection, transportation and disposal provided to the alternate disposal site as directed by the City. Should the waste generated be delivered to a location closer than Grant County's Ephrata Landfill or the transfer station at 9524 Road 7 NE, the City shall be entitled to a reduction in costs as negotiated with the Contractor.

6. Rate Increases/City Payment of Disposal Fees:

- 6.1 Rate Increases – Cost of Living. The rate for particular levels of service in Schedule B shall be adjusted each year beginning September 1, 2015, according to the CPI. These increases or decreases will become effective beginning on the payment sheet provided to the Contractor by the City for September service of the year adjusted.

CPI calculations are based on the July year over year percentage change of the West Coast - B/C Earners and Clerical Workers (CPI-W) index. The annualized July CPI percentage increase or decrease is to be used. However, annual rate increases or decreases shall not exceed three percent (3%).

- 6.2 Disposal Fees. During the term of this Contract, the City shall directly pay all costs of solid waste disposal including any increased costs thereof associated with Contractor's performance of all work under this Contract.
- 6.3 Rate Increases – Unforeseen Costs. Contractor may also apply to the City Council for rate adjustments to reflect unforeseen costs such as increased taxes, governmental fees, surcharges and other changes of law which may arise during the term of the Contract. The Contractor shall submit a written request to adjust rates in accordance with this provision no more than one hundred twenty (120) days and not less than sixty (60) days prior to the proposed effective date of the requested change.
- 6.4 City Council Approval Required. Any request for a change in rates other than in Paragraph 6.1, above, shall be subject to the approval of the Moses Lake City Council.

- 6.5 Term: This Contract shall not have a term or expiration date so long as the Contractor has a WUTC certificate to collect solid waste in areas that are or may be annexed into the City. If the Contractor no longer has such a WUTC certificate, this Contract shall expire and become null and void on the same date the WUTC permit is no longer effective.

7. Compliance With Laws/Protection of Property/Insurance.

- 7.1 Laws To Be Observed. Contractor at all times shall comply with federal, state and local laws and ordinance and any regulations which in any manner affect the performance of the contract. Contractor shall indemnify and save harmless the City and any agents, officers or employees thereof against any claims arising from any violation of such laws, ordinances or regulations whether such violations are by contractor, its subcontractors or its employees.
- 7.2 Permits and Licenses. Except as may be provided, Contractor shall procure all permits and licenses which are necessary for and incidental to its operation in the performance of the contract and shall give all notices required by such permits and licenses.
- 7.3 Worker Benefits. Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid as required under Title 51 RCW. Contractor shall also obey all federal, state and local laws, ordinances and regulations establishing wages and safety standards for the protection of its employees.
- 7.4 Equal Opportunity Employer. Contractor shall comply with all state and federal laws which are in effect pertaining to non-discrimination. Contractor shall accept as its operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunities through a positive ongoing program for same. It is the policy of Contractor to assure that applicants are employed and that employees are treated during their employment without regard to their race, religion, sex, color or national origin. Such action will include employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and on the job training.
- 7.5 Responsibility For Damage. The City and all officers and employees of the City shall not be responsible for any loss or damage that may occur due to work or performance by Contractor, or for any loss of equipment or damage to any of the equipment or other items used in the performance of the work or for injury or death of any persons or damage to the public for any cause which might have been prevented by Contractor or its workmen or anyone

employed by it save for negligent actions by the City or its officers or employees in creation of the harm.

Contractor shall indemnify and save harmless the City and all officers and employees of the City from all claims, suits or actions brought from injuries to or death of any persons or damages resulting from the negligent performance of the work governed by the contract, the use of any improper equipment in performance of the work caused in whole or in part by any act or omission by Contractor or its agents or employees during performance of the work therein.

- 7.6 Protection And Restoration of Property. Contractor shall protect and preserve from any damage or destruction all private and public property on or in the vicinity of the work from interference with the use of such property, the removal, damage or destruction of which is not required by the terms of the contract.
- 7.7 Gratuities: Contractor shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee of the City, nor will it rent or purchase any equipment or materials from any employee of the City.
- 7.8 Public Liability and Property Damage Insurance: Contractor shall obtain and keep in force during the term of the contract, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Contractor shall not commence work under the contract until it has obtained all insurance required and until such insurance has been approved by the City including insurance provided by subcontractors. Said insurance shall provide coverage to Contractor, and the City shall be added as an additional insured on any policy insofar as the work and obligations performed under the contract are concerned. The coverage so provided shall protect against claims for personal injury, including accidental death, as well as claims for property damage which may arise from any act or omission by Contractor or by anyone employed by Contractor. No termination or change in the coverage required herein shall be effective without thirty (30) days prior written notice to the City by certified mail.

The amount of coverage shall be not less than \$5,000,000 for bodily injury, including death, to any one person and subject to the limit for each person, of not less than \$5,000,000 for each occurrence; and property damage of not less than \$5,000,000 for each occurrence.

Contractor shall require any subcontractor hired by them to carry the same insurance limits as detailed above and otherwise meet the same insurance requirements detailed in this paragraph 7.8

Certification by Contractor that a policy, or endorsement to an existing policy, naming the City as an additional insured and otherwise satisfying the requirements set forth above has been obtained from a particular company and is in effect shall be forwarded to the City with the signed contract, as provided herein. Annual renewal notices shall be provided to the City.

- 7.9 General Safety Requirements: Contractor shall so conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall take every precaution to protect employees, pedestrians, and vehicular traffic while performing contract work.

8. Default and Liquidated Damages.

8.1 Default:

8.1.1 General Breach. This subsection shall apply to any breach of this Contract with the exception of a breach wherein the Contractor fails to remove solid waste as required by this Contract. A breach wherein the Contractor fails to remove solid waste as required by this Contract shall be subject to subsection 8.1.2, below. The City shall notify the Contractor in writing of any breach or noncompliance with the obligations of this Contract. Such notice shall identify the breach or noncompliance with specificity. The Contractor shall have fifteen (15) days from the date of the notice to cure the breach or noncompliance. In the event that the Contractor fails to cure the breach or noncompliance, the City may declare the Contractor to be in default of this Contract, cancel the Contract, and notify the Contractor to discontinue any further service hereunder.

8.1.2 Failure to Perform – Cancellation – City Permitted to Accomplish Work. In the event the Contractor shall, at any time during the duration of this Contract, fail to remove solid waste from the City according to the terms of this Contract, the City shall give the Contractor fifteen (15) days' written notice of the City's intent to cancel this Contract. In the event the Contractor fails to remove the solid waste pursuant to the terms of this Contract within the fifteen (15) day notice period, the City shall have the right to immediately terminate this Contract. During the period for which notice is provided, the City may, at its discretion, cause the solid waste to be removed that is the subject of this Contract, and if it be determined that the Contractor failed to perform in violation of the terms of this Contract, the City shall be entitled to reimbursement of all of the costs associated with the removal plus interest. This subsection shall not limit the City's ability to seek specific performance or seek damages of any kind from a reviewing court.



8.1.3 Causes Beyond Control of Contractor – Force Majeure. Except as may be otherwise expressly provided herein, no Party will be liable to the other for any delay in, or failure of, performance of any of its obligations hereunder where performance of such obligations is prevented or delayed by acts of God, fire, explosion, accident, flood, epidemic, war, riot, strike, rebellion, or interruption or rationing of fuel supply. No other acts or occurrences shall be considered as uncontrollable circumstances relieving the parties of their obligations hereunder.

8.2 Liquidated Damages. Time is of the essence in this contract. Any delay in the performance of work under contract will inconvenience the public and the city and potentially obstruct business and commerce and cause increased risk to persons, property, and public health and safety. It will be impractical and extremely difficult to ascertain and determine the actual damages which will be suffered by the City as the result of such delays and therefore the following type and amount of liquidated damages are prescribed:

For each business day delay in commencing garbage service after the date of this Contract - \$1,000.

A truck beginning residential collection prior to 6:00 a.m. - \$30 per day.

Failure to collect misses within six (6) business hours of notification to Contractor - \$15 each.

Repetition of unaddressed complaints on a route after notification to replace cans or detachable containers in designated locations, replace lids, spilling, not closing gate, crossing planted areas, or similar violations - \$25 each.

Failure to clean, paint, or mark trucks within 30 days as specified and directed - \$25 each day the deficiency is not corrected.

Failure to clean, paint, or mark containers within 7 days as specified and directed - \$15 each day per container the deficiency is not corrected.

Failure to provide a container as specified and directed in 11.6 - \$15 each day the container is not available.

8.3 Liquidated Damages Offset. Such damages as the City shall elect to collect of which Contractor is notified in writing, will be deducted from monies due Contractor. In addition and if necessary to enforcement by the City, the City shall have and retain all other remedies provided by law or in equity.

9. Payment/Retainage.

9.1 Payment to Contractor. Payment to Contractor shall be based on the rates set forth in Exhibit B as pertains to each individual level of service billed the Customer. Duplexes with one meter shall receive a billing at twice the residential rate. Commercial accounts may receive one billing per ownership. The property owner of commercial accounts shall have the right to select a single garbage service to serve the building complex or may elect to have individual service provided to each tenant if the property owner signs a form guaranteeing payment to the City if the tenant defaults or otherwise becomes delinquent in the account.

9.2 Retainage for Last Month Payment Under Contract. The City shall retain twenty percent (20%) from the monthly payment for the first full month this Contract is effective for a period of thirty (30) days following the termination of the contract. Contractor shall be paid at the expiration of said thirty (30) days in the event no lawful claims have been filed against such retainage and all releases from any governmental agencies having jurisdiction over activities of Contractor have been obtained. In the event such claims are filed, Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to pay the cost of such action, and to cover attorney fees as determined by the City.

10. Description and Procedures of Work Performance Under Contract/Annexation Impacts.

10.1 Summary. Contractor shall have the exclusive right to control the services and work performed under the Contract and the persons performing those services and work. The work to be performed under this Contract consists of the complete collection and transportation of solid wastes including construction and demolition debris and other wastes accumulated within the City of Moses Lake and the transportation of the solid waste to an approved landfill as described in Section 5, "Disposal Site" above. Construction and demolition debris may be physically removed by the person generating such waste or that person can elect the services of the Contractor within the City of Moses Lake. This Contract does not include the collection and transportation of dangerous waste, biomedical waste and extremely hazardous and other related wastes that are not accepted at the County Landfill, except as to those wastes that Contractor may knowingly elect to collect, transport and dispose of.

10.2 Schedule. Contractor shall, on maps provided by the City, mark the boundaries of regularly scheduled residential garbage and recycling collection routes. The residential and commercial schedules shall be week days unless holidays interfere with the regular schedule. Commercial schedules shall be altered for special occasions to accommodate activities such as Spring Festival or other events. These special pickups will be as

approved by the City for weekend or holiday service. Contractor shall propose any route change twenty (20) days in advance of the time it wishes to change a residential boundary or collection day. If approved by the City, it shall notify customers on the collection day during the week prior to the week of the change. Notice can be given by letter or other means as approved by the City.

- 10.3 Permits. Contractor shall be required to apply for and be issued any business license required by the City or other governmental agency under this Contract.
- 10.4 Billing. The City shall perform all billing of customers, the computation and collection and remittance of charges, service initiation, changes in service, and identify collection locations and will pay Contractor an amount equal to one hundred percent (100%) of the services performed pursuant to Contractor's rate schedule as set forth in Exhibit B. The City shall be authorized to deduct any liquidated damages or other costs due the City of which it has notified Contractor in writing, prior to any offset of the payment amount.
- 10.5 Contractor Offices. Contractor shall be required to maintain a local office within or near the City of Moses Lake as approved by the City, equipped with telephones and such attendance as may be necessary to take care of complaints as well as orders for special service or to receive instruction from the City. This office shall be in operation between the hours of 7:30 a.m. to noon and 1:00 p.m. to 4:30 p.m., Monday through Friday except holidays or as otherwise directed by the City. Answering services or an employee's residence shall not be acceptable as a business office. It is the intent of the City that a staffed business office be maintained. Moreover, Contractor shall appoint a duly authorized local representative to oversee performance of this Contract during its term. Contractor may, however, use a telephone message recorder for calls after hours those between noon and 1:00 p.m. and on weekends, and holidays.
- 10.6 Records. Contractor shall maintain a file of written service requests and complaints which provide the name, address, date, account number, nature of request or complaint, the response of Contractor on the request, and the action required of the City. These request shall be filed by account number beginning at the outset of the Contract. Should Contractor be unable to resolve a request or complaint within seventy-two (72) hours, it shall notify the City for direction. Written service request and complaint files shall be provided to the City upon request.

All reports required to be submitted to the City by Contractor shall be on forms approved by the City and shall be typed or legibly printed. Such reports shall include collection routes, residential pick up schedules, non-

residential pick up schedules, including the number of cans or containers, and number of pick ups per week as to each non-single family residential customer.

- 10.7 Annexation. Parties hereto acknowledge requirement of RCW 35.13.280 regarding the rights of certificate holders for solid waste transportation and collection within areas that may be annexed to or by the City of Moses Lake.
- 10.8 Company Name. Contractor shall not use a firm name containing the words "Moses Lake," "City," or any words implying municipal ownership of their operation.
- 10.9 Workers. All workers employed by Contractor shall be competent and skilled in the performance of the work to which they may be assigned.

Contractor shall require all employees to be courteous at all times and to refrain from using loud or profane language and to do their work as quietly as possible.

## 11. Collection

- 11.1 Residential Carts: All residential accounts shall be furnished an automated cart not larger than ninety-six (96) gallons by the City. The City shall supply the carts for all residential accounts in existence when this contract is fully executed. The City shall also supply the carts for all residential accounts opened after this contract is effective. The City shall replace all stolen and destroyed residential carts. Contractor shall be responsible for maintaining and repairing these carts and shall replace any defective or damaged carts as needed and/or as directed by the City at Contractor's expense. Contractor will cooperate with the City in record keeping procedures necessary to track assigned carts. The carts paid for by the City remain the property of the City. Upon termination of this contract the carts paid for by the City remain the property of the City.

11.1.1 Carts: The City shall purchase all carts and associated spare parts for the single stream and yard waste recycling programs. The City shall also be responsible for the cost of initial distribution and pick up of carts.

- 11.2 Residential Pickup and Other Services: Contractor shall pick up a maximum of one 96 gallon cart of solid waste at each residence or duplex for the rates described in Exhibit B, not to exceed two hundred pounds (200 lbs.) per cart. In addition to cart collection in residential service, Contractor shall, at an additional cost, pick up boxes, tied bundles, bagged material, or other miscellaneous solid waste and household debris in bundles manageable by one (1) person. The charges for additional costs shall be on forms approved

by the City or redeemed through coupons sold by the City to the homeowner.

All solid waste in regular residential service shall be picked up beside the curb, alley property line, or roadway edge weekly between the hours of 6:00 a.m. and 4:00 p.m.

Contractor shall not operate in the vicinity (300' minimum) of a residential area, hospital, nursing home, mobile home area, or motel before 6:00 a.m.

Additional service desired by a customer shall be arranged with the property owner. A form prepared by the City shall be signed by the property owner and the City's authorized representative for such service. The customer's monthly bill shall be adjusted to include these changes. Coupons purchased for extra refuse are exempted from this form.

- 11.3 Employee Rules: Contractor's employees shall not trespass, loiter, cross property or adjoining premises, or meddle with property which does not concern them.

Employees, in collecting solid waste, and certain other wastes, shall follow the regular walks for pedestrians while on private property and close gates opened by them. Collection employees shall wear uniforms as approved by the City for identification purposes. All employees shall identify themselves to the public as employees of Contractor and not the City.

- 11.4 Loading: Extra care shall be taken in the loading and transportation of solid waste and other wastes so that none of the material to be collected is left either on private property or on streets or alleys. Any solid wastes or other wastes left on private property or on streets by Contractor shall be cleaned up upon notice from the City.

- 11.5 Emergency Collections: Adequate provision shall be made by Contractor to provide special collections when solid waste, and other waste have not been collected during a regularly scheduled pickup. Special pick ups for missed collection shall be made by Contractor when ordered by the City at no cost to the City or the occupant. If Contractor fails to provide a special pick up within six (6) working hours of notification by the City, the City may cause the work to be done with the reasonable cost to be deducted from monies due Contractor.

- 11.6 Containers: The City may request that Contractor furnish a dumpster or drop box of not less than one (1) cubic yard capacity to any customer within seven (7) days of notification by the City. Contractor shall include all costs of furnishing such containers as incidental to collection, except such containers as may be furnished for temporary usage of less than two months, in which case Contractor may charge additional container delivery and retrieval charges. Dumpsters shall be water tight with snug fitting lids. Drop boxes



shall be kept in good repair and shall have snug fitting doors. A dumpster or drop box requested by the property owner shall be delivered to the site of request within seven (7) days. Containers shall comply with state and federal regulations and be designed to operate with Contractor's hydraulic or mechanical loading devices.

Residential carts for new customers shall be delivered within two (2) working days of notification by the City. Carts needing replacement shall be replaced within one (1) working day of notification by the City.

11.7 Mobile Home Parks: Mobile home parks may utilize a detachable container or containers as directed by the City. The owner of the park may wish individual service for each unit at the residential rate. The Utility Account Technician shall determine the best service for the mobile home park if a dispute arises as to the appropriate container.

11.8 Commercial Pick Up and Other Services: Additional or other solid waste services desired by commercial customers shall be arranged with the City. The City may require a form prepared by the City to be signed by the property owner or his representative and the City's authorized representative for such service. The owner's monthly bill shall include the additional service charge.

All solid waste, and other wastes in the regular commercial service waste stream shall be picked up from such location as determined reasonable by the City. Curb or alley pick up will be required where practical. In all other situations, Contractor will be required to pick up solid waste, or other wastes from a location which is easily accessible, such location being established by the Utility Account Technician after consulting with Contractor, and which does not unreasonably increase the cost of service or risk of harm to Contractor's employees.

This may require Contractor to enter on to private drives, easements, parking lots, etc. Contractor shall not be entitled to additional compensation for being required to go into private drives, easements, parking lots, and other access areas, provided access to the property is unimpeded and the containers can be quickly accessed.

Only those disposal fees generated by refuse collected within the City limits by Contractor will be paid by the City.

11.9 City-Owned Containers: Contractor shall service all litter cans, garbage cans, and containers owned by the City as directed. The City shall pay the schedule rate of residential fees for litter and garbage cans and the commercial rates for containers. Street refuse and parking lot litter containers shall be paid for at the residential rate per pick up site.

- 11.10 Salvaged Materials: The City reserves the right to require Contractor and/or its employees to discontinue any salvage or reclamation of articles or refuse if the Utility Account Technician deems such to interfere with the routing schedule, the operation of the equipment, or is unsightly.
- 11.11 Holidays: Contractor shall designate which holidays it will observe and indicate the schedule it will work if the holiday falls on a regular collection day. Contractor shall notify people on the routes of any changes due to holidays by causing a notice to appear in the local newspaper and all local radio stations at least two (2) days prior to said holiday.
- 11.12 Street and Access Detours: The City reserves the right to close for maintenance or to construct any improvement or to permit any such construction in any street or alley in such manner as the City Council may direct, which may have the affect for a time of preventing Contractor from traveling its accustomed route or routes for collection. It shall, however, by the most expedient manner, use its best efforts to continue to collect solid waste to the same extent as though no interference existed upon the streets or alleys normally traversed. This shall be done at no additional expense to the City.

12. Collection Equipment.

- 12.1 Parking of Vehicles: Contractor shall obey all zoning ordinances in the storing of equipment and vehicles. Contractor shall not use property in or adjacent to property that is zoned as residential for the parking, standing, washing, cleaning, or storing of its vehicles or equipment without the approval of the City.

Areas used by Contractor for storing, parking, or repairing equipment and vehicles shall be kept in a clean and orderly condition.

- 12.2 Collection Equipment: In collection of solid waste under this Contract, Contractor shall use all metal, watertight, completely enclosed "packer" type bodies, or an approved alternate, provided the alternate is approved in writing, that are designed and manufactured for the collection of solid waste and refuse. The trucks used on the route for collection of cans and containers shall be dependable and with reliable hydraulic operated compaction units.

Contractor shall provide vehicles designed for loading, transportation and emptying drop boxes and compactors. The vehicle shall meet all state and federal regulations for servicing these units. If this vehicle is out of service for a period of five (5) days in succession, Contractor shall rent equipment to provide this service.

Contractor shall maintain sufficient equipment, back-up equipment, containers and spare containers to provide service under this Contract. The

City may, with a reasonable amount of notice and within the scope of this contract, require additional equipment and services as may be required for new or expanded services. If rates for such new and/or expanded service are not then published, the parties agree to establish same in good faith negotiations prior to the commencement of service. Contractor, within a reasonable amount of time, shall provide additional equipment and services as required by the City for new or expanded services.

12.3 Wash Racks: Contractor shall provide a wash rack for equipment washing. This wash rack shall be used for all washing of equipment and be kept in a clean, sanitary condition and shall meet all current City, state and federal regulations pertaining to design and wastewater disposal.

12.4 Painting and Cleaning of Vehicles and Equipment: Collection vehicles shall be painted and numbered and shall have Contractor's name and number of the vehicle painted in letters of a contrasting color, at least four inches (4") high, on each side of each vehicle, and the number painted on the rear. No advertising shall be permitted other than the name of Contractor. All vehicles shall be kept in a clean and sanitary condition and all collection vehicles shall be cleaned, inside and out, at least once a week. Equipment shall be repainted when signs of excessive wear and fading are apparent, or as required by the City. All detachable containers under the contract shall either be painted or galvanized and shall display the Contractor's name and number on the container. Every garbage container of Contractor shall be cleaned and renumbered as required by the City. The Contractor's vehicle color scheme shall be approved by the City.

12.5 Equipment Maintenance: Since reliable service is a necessity, Contractor shall secure approval of, and implement and maintain a preventive maintenance schedule to be provided for all equipment.

13. Construction of Contract, Jurisdiction, Interpretation, and Notices

13.1 Construction of Contract. The parties each acknowledge that this Contract was negotiated and jointly drafted with the assistance of legal counsel and that each has read and understands the terms of this Contract.

13.2 Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the parties anticipate that alternative dispute resolution, such as mediation and arbitration, shall be the primary dispute mechanism, in the event any claim, dispute or action arising from or relating to this Contract cannot be resolved by mediation or arbitration, then it shall be commenced in the Superior Court of Grant County.

13.3 Severability. Should any term, provision, condition or other portion of this Contract or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of



this Contract or its application and other circumstances shall not be affected thereby and shall continue in full force and effect.

- 13.4 Notice to Parties. Any notice required or permitted to be given under this Contract shall be deemed sufficient if given in writing and deposited to any post office as first class mail, postage prepaid, certified return receipt requested, and addressed to Consolidated Disposal, Attention: Mark Wash, P. O. Box 1154, Ephrata, Washington 98823 and to the attention of City Manager, Moses Lake City Hall, 401 S. Balsam Street, Moses Lake, Washington 98837. Either party shall give written notice of any change of address or party to receive said notices.

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

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

CONSOLIDATED DISPOSAL SERVICE

CITY OF MOSES LAKE

By: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph K. Gavinski, City Manager



March 5, 2014

Honorable Mayor and  
Moses Lake City Council

Gentlemen

Attached is a proposed contract between the City of Moses Lake and Western Display Fireworks, Ltd. With this contract the city agrees to pay Western Display Fireworks \$16,000 for the 2014 4<sup>th</sup> of July fireworks display.

The proposed contract is presented for Council consideration. If the Council finds the contract acceptable, authorization should be given to the City Manager to sign the contract on behalf of the City of Moses Lake.

Respectfully submitted



Joseph K. Gavinski  
City Manager

JKG:jt

## CONTRACT AND PURCHASE ORDER

THIS AGREEMENT between WESTERN DISPLAY FIREWORKS, LTD and the undersigned here and after shall be referred to as WESTERN and the CITY OF MOSES LAKE here and after shall be referred to as the SPONSOR.

WESTERN agrees to supply fireworks and pyrotechnic operators for the sum of: SIXTEEN THOUSAND DOLLARS AND NO/100 (\$16,000.00) on the following designated date(s) and location: JULY 4, 2014 AT MOSES LAKE, WASHINGTON.

**TOTAL CONTRACT PRICE FOR PROPOSAL NUMBER \*\*\* 14-4452 \*\*\* INCLUDES:** Merchandise as described, use of company owned mortars and equipment, Washington sales tax, City of Moses Lake Fire Department permit, delivery and firing by a licensed pyrotechnician and crew covered under worker's compensation insurance and \$1,000,000 display liability insurance.

- CITY TO PROVIDE CROWD CONTROL – MINIMUM OF FOUR (4) PEOPLE, 20 YARDS OF SAND, AND FRONT END LOADER TO ASSIST WITH SECURING EQUIPMENT FOR SHOW
- SPONSOR FURTHER AGREES TO WATER FALLOUT AREA PRIOR TO SHOW

**WESTERN'S RESPONSIBILITIES:** WESTERN agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on behalf of the party of the first part, to cancel or delay said display if in his/her judgment circumstances beyond the control of either parties poses an extraordinary risk to the health and safety of any persons or property within the vicinity of the display.

**SPONSOR'S RESPONSIBILITIES:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display.

**TERMS:** TOTAL CONTRACT PRICE OF SIXTEEN THOUSAND DOLLARS AND NO/100 (\$16,000.00) IS DUE IN FULL ON OR BEFORE JULY 14, 2014. IF THE DISPLAY IS CANCELLED PRIOR TO DEPARTURE FROM OUR FACILITY AND CANNOT BE FIRED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 50% OF THE TOTAL CONTRACT PRICE (\$8,000.00) FOR COSTS INCURRED. IF THE PHYSICAL SETUP OF THE SHOW IS COMPLETED AND THE SHOW MUST BE CANCELLED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 100% OF THE CONTRACT PRICE (\$16,000.00) FOR COSTS INCURRED. SPONSOR UNDERSTANDS THAT THE ELEMENTS OF THE PROPOSAL ASSOCIATED WITH THIS CONTRACT WERE CALCULATED BASED ON COSTS AND FEES AS OF THE DATE THE PROPOSAL WAS GENERATED. IN THE EVENT THESE ITEMS INCREASE PRIOR TO THE DATE OF THE DISPLAY WESTERN RESERVES THE RIGHT TO ADJUST THE PRODUCT CONTAINED IN THE DISPLAY TO ACCOUNT FOR THE INCREASE. SPONSOR RECOGNIZES THAT BECAUSE OF THE NATURE OF FIREWORKS, AN INDUSTRY ACCEPTED LEVEL OF 3% OF THE PRODUCT USED IN ANY DISPLAY MAY NOT FUNCTION AS DESIGNED AND THIS LEVEL OF NONPERFORMANCE IS ACCEPTABLE AS FULL PERFORMANCE.

**INTEREST** at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PER CENT PER ANNUM APR 18%) will be charged on all accounts 30 days past due, and buyer agrees to pay the same. Buyer also agrees to reimburse WESTERN DISPLAY FIREWORKS, LTD for its attorney fees incurred in collection if this account is delinquent.

## CONTRACT VALID WHEN SIGNED BY SPONSOR REPRESENTATIVE

\_\_\_\_\_  
Sponsor Representative (print)

\_\_\_\_\_  
Sponsor Representative Signature

For: \_\_\_\_\_ (Organization)

Date \_\_\_\_\_

Date 1/21/14

  
Western Display Fireworks, Ltd.  
Robert L. Gobet, President  
Judith A. Gobet, Vice President

March 5, 2014

TO: City Manager for Council Consideration

FROM: Finance Director

A handwritten signature in blue ink, appearing to be "P. Tagh", is written over the "FROM:" line.

SUBJECT: Ambulance Cash Report for February, 2014

Please find the attached Cash Ambulance Report for the month ending February, 2014.

Cc: Fire Chief



# AMBULANCE CASH OPERATION

	FEB	Y-T-D
REVENUE		
Collected on ALS/BLS/mileage	\$ 96,096.47	\$ 178,466.88
Utility charge	69,169.30	150,560.96
State grant		-
Reimbursement from police		-
Reimbursement from fire	7,240.96	18,289.72
misc		-
closure of debt service		-
total cash received from operations	\$ 172,506.73	\$ 347,317.56
EXPENDITURE		
labor	\$ 93,661.02	\$ 248,142.76
benfits	39,660.90	85,244.13
supplies	5,425.04	8,695.18
services/repairs	24,390.21	46,536.95
transfers	33,855.00	67,705.00
capital purchases	-	-
interest	-	-
transfers (now part of services above)	-	-
total expenditures	\$ 196,992.17	\$ 456,324.02
Net income (loss) before G.F. contribution	(24,485.44)	(109,006.46)
contribution from general fund	22,982.00	45,962.00
net income (loss)	\$ (1,503.44)	\$ (63,044.46)
Cash position		
Sterling	95,003.22	
US Bank	181,164.16	
	276,167.38	
change in total cash	7,151.33	

March 06, 2014

TO: City Manager for Council Consideration

FROM: Community Development Director



SUBJECT: February Building Activity Report

Please see the attached building activity report for the month of February 2014. Also included is the building activity for the 2014 year to date. The following are highlights of the attached report:

- |    |   |             |
|----|---|-------------|
| 1. | Building permits revenue generated for the month of February:   | \$30,747    |
| 2. | Building permits revenue generated for the year to date:        | \$66,763    |
| 3. | Building permits estimated valuation for the month of February: | \$4,031,799 |
| 4. | Building permits estimated valuation for the year to date:      | \$5,651,638 |

For the purpose of comparing February 2014 building activity numbers to February 2013 and February 2012 building activity numbers, the following 2013 and 2012 highlights are provided:

## 2013

- |    |   |             |
|----|---|-------------|
| 5. | Building permits revenue generated for the month of February:   | \$7,972     |
| 6. | Building permits revenue generated for the year to date:        | \$24,168    |
| 7. | Building permits estimated valuation for the month of February: | \$473,786   |
| 8. | Building permits estimated valuation for the year to date:      | \$9,165,155 |

## 2012

- |     |   |           |
|-----|---|-----------|
| 9.  | Building permits revenue generated for the month of February:   | \$8,953   |
| 10. | Building permits revenue generated for the year to date:        | \$10,118  |
| 11. | Building permits estimated valuation for the month of February: | \$973,522 |
| 12. | Building permits estimated valuation for the year to date:      | \$989,472 |

March 3, 2014

TO: Community Development Director

FROM: Planning and Building Technician

KW

SUBJECT: February Building Activity Report

Attached is the February 2014 building permit statistics for your information. February 2013 and 2012 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: 02/01/2012 TO: 02/29/2012

DATE: THU, MAR 1, 2012, 8:16 AM

DESCRIPTION	# OF PERMITS ISSUED 02/2012	# OF PERMITS ISSUED YTD 02/29/2012	ESTIMATED VALUATION 02/2012	ESTIMATED VALUATION YTD 02/29/2012
A434 RESIDENTIAL ADD AND ALT	4	5	23,564	33,564
A437 NONRESIDENTIAL ADD AND	3	4	51,700	51,900
C320 INDUSTRIAL	1	1	400,000	400,000
C325 PUBLIC WORKS & UTILITIE	2	2	290,000	290,000
M329 STRUCTURES OTHER THAN B	3	5	23,000	28,750
M801 MECHANICAL COMMERCIAL	1	2	0	0
M802 MECHANICAL RESIDENTIAL	2	3	0	0
M902 PLUMBING RESIDENTIAL	14	15	0	0
R101 SINGLE FAMILY-DETACHED	2	2	0	0
R102 SINGLE-FAMILY ATTACHED	1	1	185,258	185,258
PERMIT TOTALS:	33	40	973,522	989,472

CITY OF MOSES LAKE  
BUILDING DEPARTMENT

RUN BY: kwoodworth

MONTHLY BUILDING PERMIT APPLICATIONS  
FROM: 02/01/2014 TO: 02/28/2014

DATE: 03/03/2014

PERMIT NUMBER	PERMIT TYPE	ESTIMATED VALUATION	REVIEW-FEES CHARGED	STATE-FEES CHARGED	PERMIT FEES CHARGED	APPLICATION DATE
20140029	M802		.00	.00	34.00	02/04/2014
20140030	M329		.00	4.50	55.00	02/04/2014
20140031	R102	198,786	150.00	4.50	1,788.15	02/04/2014
20140032	M901		.00	.00	35.00	02/06/2014
20140033	M329	300	.00	4.50	30.00	02/07/2014
20140034	A437	5,648	.00	4.50	131.75	02/07/2014
20140035	M902		.00	.00	34.00	02/11/2014
20140036	R101		.00	.00	350.00	02/12/2014
20140037	R102	246,812	1,185.24	4.50	2,088.45	02/13/2014
20140038	A437	10,000	.00	4.50	221.75	02/14/2014
20140039	M329	6,800	.00	4.50	145.75	02/13/2014
20140040	R102	120,450	726.60	4.50	1,302.35	02/18/2014
20140041	R102	300,441	1,381.80	4.50	2,377.35	02/18/2014
20140042	M329	1,500	.00	4.50	60.50	02/19/2014
20140043	M329	2,400	.00	4.50	89.75	02/19/2014
20140044	M901	6,000	.00	.00	187.75	02/19/2014
20140047	M329		.00	.00	.00	02/25/2014
20140048	M802		.00	.00	44.50	02/27/2014
20140049	R101		.00	.00	350.00	02/27/2014
20140050	M329		.00	4.50	55.00	02/27/2014
20140051	R101		.00	.00	350.00	02/27/2014
20140052	R101		.00	.00	350.00	02/19/2014

REPORT TOTALS:

899,137

3,443.64

54.00

10,081.05

TOTAL FEES CHARGED: 13,578.69

\*\*\*\*\*

### Building Permit Fees

	YTD	January	February	March	April	May	2014		July	August	September	October	November	December	Budget	Over (Under)
							June									
Build., Struct. & Equip.	46,678.40	26,096.35	20,582.05												240,000.00	-193,321.60
Plan Checking Fees	20,085.50	9,920.48	10,165.02												75,000.00	-54,914.50
<b>Total</b>	<b>66,763.90</b>	<b>36,016.83</b>	<b>30,747.07</b>												<b>315,000.00</b>	<b>-248,236.10</b>

	2013														Over
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	(Under)
Build., Struct. & Equip.	380,287.21	12,421.85	5,378.95	27,659.65	21,085.32	31,956.56	15,794.73	35,913.25	14,509.50	23,209.45	59,877.45	111,595.15	20,885.35	230,000.00	150,287.21
Plan Checking Fees	102,146.63	3,774.24	2,593.90	4,757.01	7,081.98	4,353.01	14,338.40	5,038.31	8,730.59	6,879.73	30,986.10	7,797.63	5,815.73	75,000.00	27,146.63
Total	482,433.84	16,196.09	7,972.85	32,416.66	28,167.30	36,309.57	30,133.13	40,951.56	23,240.09	30,089.18	90,863.55	119,392.78	26,701.08	305,000.00	177,433.84

	2012														Over
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	(Under)
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
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)
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
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

February 27, 2014

TO: City Manager

FROM: Assistant Finance Director

SUBJECT: Investment Report

Attached is the Investment Report for the month of January, 2014.

cc: Finance Director

# Investment Report January 2014

Investment With	Investment Type	Amount	Interest Rate	Purchase Date	Maturity Date	Interest Earned
Investments Outstanding						
Total Outstanding:		\$0.00				
Investment Maturities						
Grant County Invest Pool	Invest Acct	9,512,470.51	2.07	01/01/2014	01/31/2014	16,785.43
Wa. State Invest Pool	Invest Acct	6,330,574.15	0.11	01/01/2014	01/31/2014	561.68
Total Maturities:		15,843,044.66				
Investment Purchases						
Grant County Invest Pool	Invest Acct	9,529,255.94				
Wa. State Invest Pool	Invest Acct	6,378,607.22				
Total Purchases:		15,907,863.16				
Investment Totals						
Beginning Balance *		15,843,044.66				
Total Maturities		15,843,044.66				
Total Purchases		15,907,863.16				
Ending Balance *		15,907,863.16		Monthly Interest Earned		17,347.11

\* Beginning Balance = Total Outstanding + Total Maturities  
\* Ending Balance = Beginning Balance - Total Maturities + Total Purchases



March 4, 2014

Honorable Mayor and  
Moses Lake City Council

Dear Council Members

Attached is sales tax information for December 2013 sales which the City received on February 28, 2014. This report indicates the City received \$537,941.54. The \$537,941.54 in receipts for February compares with February 2013 receipts of \$491,341.62. For the year, the 2014 receipts are approximately 8% higher than the 2013 receipts for the same period.

Also provided is the transient rental income report for income the City received on February 28, 2014. This report indicates February 2014 income (for December sales) of \$28,737.22. This compares with \$19,145.26 for the same period in 2013. For the year, transient rental income receipts are approximately 10% higher than the 2013 receipts for the same period.

Respectfully submitted




Joseph K. Gavinski  
City Manager

JKG:jt

March 4, 2014

TO: City Manager

FROM: Assistant Finance Director 

SUBJECT: Sales Tax Receipts

Attached is the Sales Tax Receipts - Monthly Report for February, 2014.

cc: Finance Director  
Parks & Recreation Director



Sales Tax Receipts - Monthly

Month Received	Sales Period	2010	2011	2012	2013	2014	YTD Change
Jan	Nov	373,688.80	367,830.83	403,504.15	401,499.05	430,110.34	7%
Feb	Dec	560,731.77	488,453.72	459,218.16	491,341.62	537,941.54	8%
Mar	Jan	276,352.86	324,247.20	331,644.01	373,707.66		
Apr	Feb	330,932.86	368,305.65	350,818.56	364,137.97		
May	Mar	402,951.97	456,738.86	405,657.25	475,345.89		
June	Apr	384,565.04	439,396.45	399,414.06	437,909.92		
July	May	380,216.47	431,750.56	419,629.64	478,822.77		
Aug	June	456,372.87	453,961.67	432,420.11	460,309.61		
Sept	July	407,935.17	411,796.14	407,813.31	457,908.37		
Oct	Aug	390,800.44	446,905.90	455,185.85	511,513.84		
Nov	Sept	438,011.36	411,689.43	422,198.39	465,603.85		
Dec	Oct	394,167.42	406,648.97	424,167.87	441,278.01		
Totals		4,796,727.03	5,007,725.38	4,911,671.36	5,359,378.56	968,051.88	

March 4, 2014

TO: City Manager

FROM: Assistant Finance Director

A handwritten signature in blue ink, appearing to be 'DEF', is written over the text 'Assistant Finance Director'.

SUBJECT: Transient Rental Income Report

Attached are the Transient Rental Income reports for February, 2014.

cc: Finance Director  
Parks & Recreation Director

TRANSIENT RENTAL INCOME - MONTHLY TOTAL RECEIVED

MONTH RECEIVED	SALES PERIOD	2011	2012	2013	2014	YTD Change
JAN	NOV	39,728.66	25,073.90	37,239.62	33,221.58	-11%
FEB	DEC	25,155.98	26,277.18	19,145.26	28,737.22	10%
MAR	JAN	30,274.86	28,091.94	32,692.16		
APRIL	FEB	35,015.70	22,286.68	22,967.86		
MAY	MAR	31,217.30	25,787.06	36,755.64		
JUNE	APRIL	43,150.52	35,334.86	38,830.04		
JULY	MAY	65,576.42	45,674.12	64,910.04		
AUGUST	JUNE	57,975.95	55,497.56	49,135.32		
SEPT	JULY	55,399.42	53,987.68	62,363.32		
OCT	AUGUST	62,457.58	57,117.62	68,846.76		
NOV	SEPT	48,256.58	46,866.78	57,668.74		
DEC	OCT	37,670.80	34,675.70	41,957.82		
TOTALS		531,879.77	456,671.08	532,512.58	61,958.80	