

MOSES LAKE CITY COUNCIL

Dick Deane
David Curnel
Bill Ecret

Jon Lane
Mayor



Joseph K. Gavinski
City Manager

Jason Avila
Karen Liebrecht
Brent Reese

January 10, 2012

AGENDA

Sophia Guerrero, Executive Secretary

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

1. Roll Call
2. Pledge of Allegiance
3. Election of Mayor and Deputy Mayor
4. IDENTIFICATION OF CITIZENS WANTING TO DISCUSS AGENDA ITEMS
IDENTIFICATION OF CITIZENS WANTING TO DISCUSS NON-AGENDA ITEMS
5. PRESENTATIONS AND AWARDS - None
6. CONSENT AGENDA
 - A. Approval of Minutes - December 22, 2011
 - B. Resolution - Accept Alley and Utility Improvements - Northland Cable
7. COMMISSION APPOINTMENTS - None
8. CONSIDERATION OF BIDS AND QUOTES
 - A. VHF Narrowband Radio Equipment
9. PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS
 - A. Communication - Fence Regulations - 522 S. Glenmore - Koehn
10. ORDINANCES AND RESOLUTIONS
 - A. Ordinance - Amend MLMC Chapter 13.08 Water & Sewer Connections - 1st Reading
11. REQUEST TO CALL FOR BIDS
 - A. Division Street Lift Station Improvements - 2012
 - B. Water Main Project - 2012
12. REFERRALS FROM COMMISSIONS - None
13. OTHER ITEMS FOR COUNCIL CONSIDERATION
 - A. Authorization to Execute Agrmnts - Ambulance Billing Services - EF Recovery, LLC (tabled)
 - B. Authorization to Accept Proposals for Civic Center Coffee Shop Operation
 - C. Request to Appoint Council Member to Grant Transit Authority Board of Directors
14. NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS
15. COUNCIL QUESTIONS AND COMMENTS
16. CITY MANAGER REPORTS AND COMMENTS
 - A. Ambulance Remount

Finance
Ronald Cone

Municipal Services
Gary Harer

Police Chief
Dean Mitchell

Parks & Recreation
Spencer Grigg

Fire Chief
Tom Taylor

Community Development
Gilbert Alvarado

City Attorney
Katherine L.
Kenison

MOSES LAKE CITY COUNCIL
December 22, 2011

DRAFT

Council Present: Jon Lane, Dick Deane, Karen Liebrecht, David Curnel, Bill Ecret, Richard Pearce, and Brent Reese

The meeting was called to order at 5 p.m. by Mayor Lane.

PLEDGE OF ALLEGIANCE: Mr. Pearce led the Council in the pledge of allegiance.

PRESENTATIONS AND AWARDS - None

CONSENT AGENDA

Minutes: The minutes of the December 13, 2011 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 city hall. As of December 22, 2011 the Council does approve for payment claims in the amount \$76,751.19; prepaid claims in the amount of \$24,057.73; and claim checks in the amount of \$3,018,479.84;

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

COMMISSION APPOINTMENTS

PLANNING COMMISSION

Mayor Lane requested confirmation of the re-appointment of Charles Hepburn to the Planning Commission.

Action Taken: Mr. Pearce moved that the re-appointment of Charles Hepburn to the Planning Commission be confirmed, seconded by Mr. Deane, and passed unanimously.

CONSIDERATION OF BIDS AND QUOTES: None

PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS - None

ORDINANCES AND RESOLUTIONS

ORDINANCE - AMEND 2011 BUDGET - 2ND READING

An ordinance was presented which amends the 2011 budget.

The ordinance amending the 2011 budget for the City of Moses Lake, Washington was read by title only.

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

ORDINANCE - AMEND 2011 BUDGET - SINGLE READING

An ordinance was presented which amends the 2011 budget.

The ordinance amending the 2011 budget for the City of Moses Lake, Washington was read by title only.

Action Taken: Mr. Reese moved that an emergency be declared and the ordinance be adopted on a single reading, seconded by Mrs. Liebrecht, and passed unanimously.

ORDINANCE - FRANCHISE - U. S. SPRINT - 2ND READING

An ordinance was presented which grants a franchise to U. S. Sprint Communications Co. to operate and maintain a cable system in the City of Moses Lake.

The ordinance granting to US Sprint Communications Company, a New York General Partnership, its successors or assigns, a franchise to own, operate, and maintain a buried communications system and maintain that portion of right-of-way to city standards above and around the communications system was read by title only.

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

ORDINANCE - GARBAGE COLLECTION - 2ND READING

An ordinance was presented which reduces the rate for a 4 yard dumpster one time a week to encourage customers to use this service rather than a 2 yard dumpster four times a week.

The ordinance establishing charges for garbage collection was read by title only.

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

REQUEST TO CALL FOR BIDS - None

REFERRALS FROM COMMISSIONS - None

OTHER ITEMS FOR COUNCIL CONSIDERATION

AMBULANCE BILLING CONTRACT

Authorization was requested for the City Manager to sign a Business Association Agreement and an EMS Billing Services Agreement with EF Recovery, LLC for ambulance billing services.

There was some discussion by the Council and it was pointed out the EF Recovery is from Gig Harbor and there were no bid amounts provided.

Joseph K. Gavinski, City Manager, stated that it is a professional services agreement, not a bid, and the actual costs were similar for all three companies, so cost was not the deciding factor.

Ron Cone, Finance Director, stated that it was felt by staff that the best option for the City was EF Recovery based on a number of considerations.

Corbin Moberg, Omni Staffing Services, Inc., 704 W. Third, stated that they have been in business

in Moses Lake since 1998. The services include providing medical staff throughout the region and ambulance billing. He mentioned that they are familiar with the ambulance billing system being used by the City. He enumerated the requirements and their ability to meet those requirements.

There was considerable discussion by the Council and staff was requested to review the matter.

Action Taken: Mrs. Liebrecht moved that the matter be tabled, seconded by Mr. Pearce, and passed unanimously.

NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS - None

COUNCIL QUESTIONS AND COMMENTS

PRESENTATION - PEARCE

Mayor Lane presented a plaque to Richard Pearce for his 20 years of service on the Council.

CITY MANAGER REPORTS AND COMMENTS

REIMBURSEMENTS 2011

Joseph K. Gavinski, City Manager, provided the increase in the water, sewer, storm water, and street reimbursements. These amounts are increased each year by the January to January CPI.

CIVIC CENTER AGREEMENTS

Joseph K. Gavinski, City Manager, provided a rough draft of the Facilities Request and Agreement and the Civic Center Use Policy for the Civic Center building.

OATH OF OFFICE

Ron Cone, Finance Director, administered the oath of office to the new Council members - Jason Avila, Jon Lane, and Dick Deane.

The regular meeting was adjourned at 5:50 p.m.

ATTEST

Jon Lane, Mayor

Ronald R. Cone, Finance Director

January 3rd, 2012

TO: City Manager
For City Council Consideration

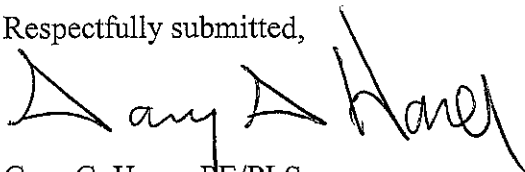
FROM: Municipal Services Director

**SUBJECT: ACCEPT ALLEY AND UTILITY IMPROVEMENTS
NORTHLAND CABLE - 254 NORTH FIG STREET**

The attached resolution is presented to the City Council for acceptance of alley and utility improvements, lying in dedicated right-of-way or easements. These improvements have been constructed in accordance with the City of Moses Lake's Street and Utility Standards.

The attached resolution and site plan is attached for council consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary G. Harer". The signature is stylized with a large initial "G" and a long, sweeping underline.

Gary G. Harer, PE/PLS
Municipal Services Director

GH:tv

encl.

cc: AMSD/City Engineer
Development Engineer - Russell Brown

RESOLUTION NO. 3271

**A RESOLUTION ACCEPTING ALLEY AND UTILITY IMPROVEMENTS FOR
MUNICIPAL USE NORTHLAND CABLE - 254 NORTH FIG STREET**

Recitals:

1. Alley and Utility improvements, lying in dedicated right-of-way or easements, are in place and connected to the City of Moses Lake's street and utility systems located at 254 Fig Street.
2. Said alley and utility improvements have been installed in accordance with the City of Moses Lake's Community Standards, such facilities being completed in December 2011.
3. RCW 35.91.030 indicates that public street and utility facilities, which are developer installed should be accepted by the City of Moses Lake upon completion if the facilities are built to city standards.

Resolved:

1. The City Council of the City of Moses Lake accepts the alley and utility improvements as facilities of the City of Moses Lake and as such will charge for use of facilities as authorized by ordinance.
2. After January 10th, 2014, all further maintenance and operation cost of said street and utility improvements, shall be borne by the City of Moses Lake, as provided by city ordinance.

ACCEPTED by the City Council on January 10th, 2012.

Jon Lane, Mayor


ATTEST:

Ronald R. Cone, Finance Director

MEMORANDUM

CITY OF MOSES LAKE
DEVELOPMENT ENGINEERING DIVISION
December 21, 2011

TO: Municipal Services Director

FROM: Development Engineer, Russell L. Brown 

RE: **NORTHLAND CABLE - 254 NORTH FIG STREET
ALLEY IMPROVEMENTS
ACCEPTANCE BY THE CITY COUNCIL**

The alley improvements reconstructed in conjunction with the new Northland Cable office at 254 North Fig Street are complete and may be presented to City Council for acceptance.

For reference the improvements consisted of reconstructing the curbcut on Third Avenue that provides access to the alley, constructing new storm drain infrastructure within the alley, paving, and striping the alley.

The Northland office is a very nice commercial business addition to this area.

A site plan is attached.

If you have any questions or require any additional information please contact me at your earliest convenience.

cc: Building Official
Public Works Superintendent
Street Supervisor

ADDRESS AND ZONING MAP 2011

STREET STREET NAME

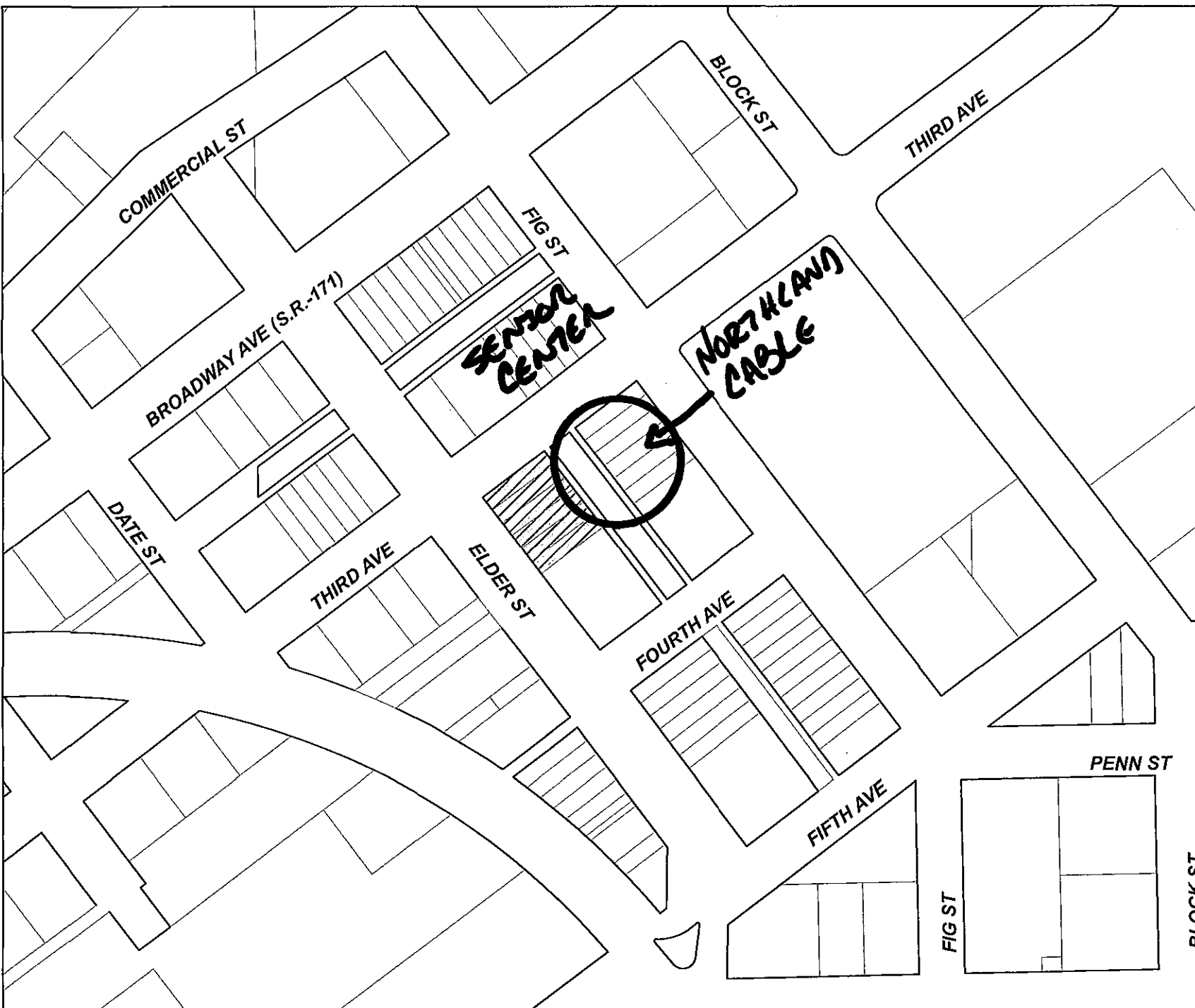
LOTS
NEW PARCELS

COUNTY
INFO UPDATED
MAY 20, 2011

0 100 200
Feet



DRAWN BY BKP
Last Ordinance: 2607



PARCEL:
OWNER:
ADDRESS:
NOTES:

NOTES

January 4, 2012

TO: City Manager
For City Council Consideration

FROM: Municipal Services Director

SUBJECT: **Consideration of Bids**
VHF Narrowband Radio Equipment

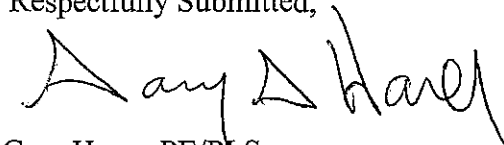
Staff opened bids on December 15 for the VHF Narrowband Radio Equipment. The bids included 30 vehicle radios, 21 handheld radios, and 3 office base stations.

The following two bids were received:

<u>Vendor</u>	<u>Make</u>	<u>Total Bid With Tax</u>
Day Wireless Systems Moses Lake	Motorola	\$17,418
Spectrum Communications Moses Lake	Kenwood	\$22,879

Staff recommends Council to award the VHF Narrowband Radio Equipment contract to Day Wireless Systems in the amount of \$17,418.

Respectfully Submitted,




Gary Harer, PE/PLS
Municipal Services Director

January 3, 2012

To: Municipal Services Director
For City Council Consideration

From: Public Works Superintendent

Subject: **Bid Tabulation for VHF Narrowband Radio Equipment
Bid Number 519-2011-12**



The FCC is requiring VHF two-way communication radios to transmit in narrowband operation. The deadline is January 1, 2013.

Radios were inventoried for Public Works, Engineering, Parks and Recreation, and Community Development. Thirty (30) mobile radios, twenty-one (21) portable radios, and three (3) base station radios cannot operate in the VHF narrowband frequencies and must be replaced.

We advertised the VHF Narrowband Radio Equipment bid in the Columbia Basin Herald on December 1, 2011.

Two (2) local radio dealers and one (1) in Chehalis, Washington requested bid specification documents. Bids were opened on December 15, 2011. We received two (2) bid proposals. Amounts have been rounded to the nearest dollar for this bid tabulation.

<u>Vendor</u>	<u>Make</u>	<u>Total Price with Tax</u>
Day Wireless Systems Moses Lake, Wa	Motorola	\$17,418
Spectrum Communications Moses Lake, Wa	Kenwood	\$22,879

Staff's estimate was \$31,000. The estimate was made in 2011 for budget purposes prior to receiving all the radio information from the various departments. Equipment Rental plans to install the radios throughout the year. However, should the daily work load interfere, some of the residual funds may be needed for outside help with the installation.

Staff recommends awarding Bid 519-2011-12 "VHF Narrowband Radio Equipment" to Day Wireless Systems for the amount of \$17,418 including tax.

cc Equipment Rental Supervisor

December 8, 2011

TO: City Manager for Council Consideration
FROM: Community Development Director
SUBJECT: Communication - Caleb Koehn

Attached is a letter from Caleb Koehn requesting time before the City Council to discuss our Code Enforcement Notice to Correct issued October 24, 2011. The Notice to Correct was issued by Code Enforcement Officer Harden after investigating a citizen complaint regarding fences and fence heights in the area. It was determined by Code Enforcement that the fence at the Koehn residence, 522 S. Glenmoor, was not in compliance with Zoning Code requirements. The fence was installed without benefit of a building permit as well.

I have attached the Notice to Correct issued by Code Enforcement Officer Harden. Staff is prepared to discuss the Notice issued on October 24, 2011 as well as the letter submitted by Mr. Koehn.

Respectfully submitted



Gilbert Alvarado
Community Development Director

GA:jt

To: The Moses Lake City Counsel,
or to whom it may concern.

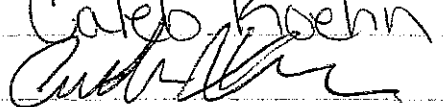
I Caleb Koehn, recieved a letter from the City of Moses Lake, stating that I did not obtain a permit for my fence. With the letter were pictures of my fence. I took it to City Hall, and they informed me that my fence is not legal. I was informed to cut my fence down or take it to the City Counsel. I feel that I have been treated unfair and singled out.

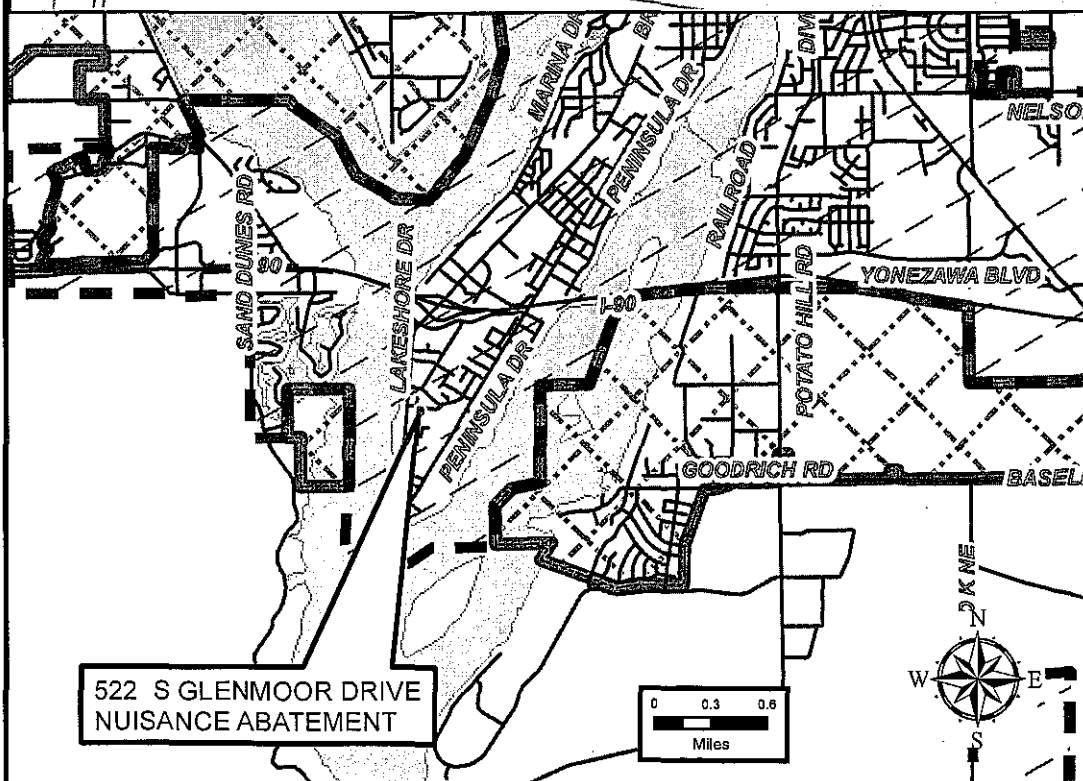
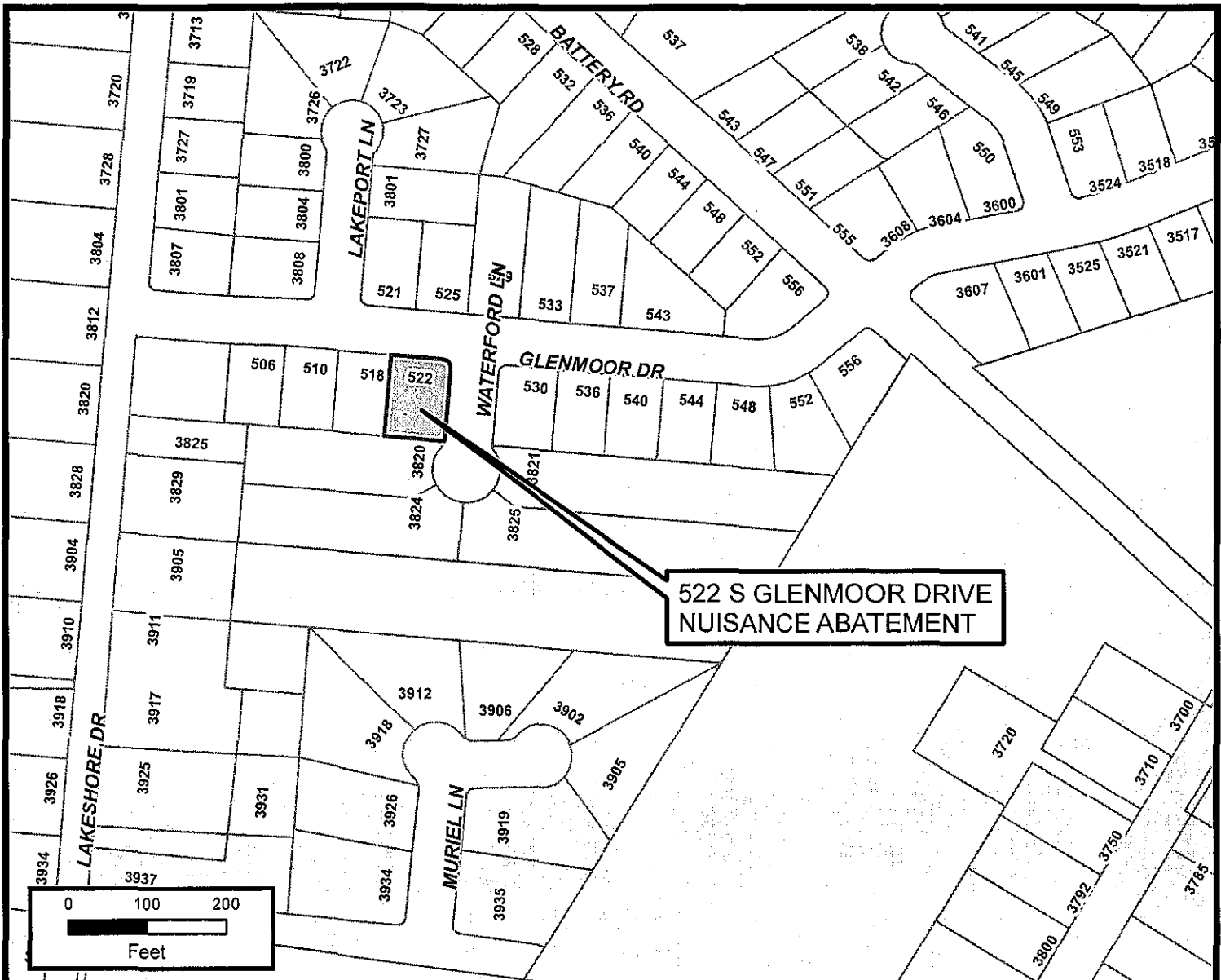
Therefor I would like to take this matter before the City Counsel to plead my case on a few different key points.







RECEIVED

NOV 23 2011

COMMUNITY DEVELOPMENT
PLANNING & BUILDING
CITY OF MOSES LAKE

Caleb Koehn




-  CITY LIMITS
-  UGA BOUNDARY
-  STREET NAMES
-  LOTS
-  LAKE
-  522 GLENMOOR DR



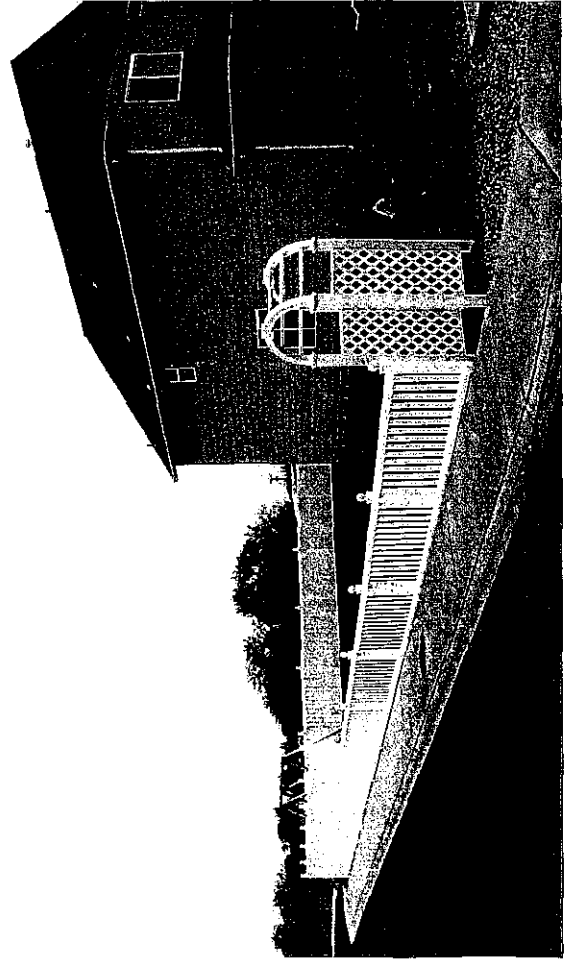
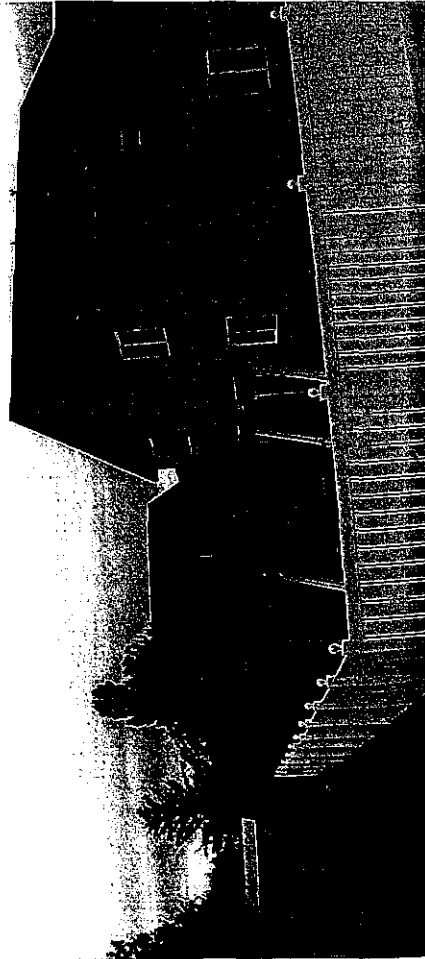
CITY OF MOSES LAKE
COMMUNITY DEVELOPMENT
PLANNING DIVISION

DRAWN: BKP
DATE: DEC. 08, 2011

RECEIVED

NOV 23 2011

COMMUNITY DEVELOPMENT
PLANNING & BUILDING
CITY OF MOSES LAKE



**NOTICE TO CORRECT
UNSAFE OR UNLAWFUL
CONDITION**

DATED: 10/24/2011

ISSUED TO: Caleb & Chrissy Koehn
522 S Glenmoor
Moses Lake, WA 98837

LOCATION OF UNLAWFUL CONDITION: 522 S Glenmoor, Moses Lake, WA 98837

DESCRIPTION: Permit needed for a fence

Moses Lake Municipal Code Section No.: 12.28.010A Fencing permit

As owner, agent, lessee, other person occupying or having charge or control of the building, lot or premises at 522 S Glenmoor, you are hereby notified that the undersigned, pursuant to Chapter 12.28.010A of the Moses Lake Municipal Code, has determined that there exists upon or adjoining said premises the following conditions:

Permit needed for a fence

This is contrary to the provisions of the Moses Lake Municipal Code Section number 12.28.010A

12.28.010A A fence permit is required in accordance with Title 18 (Zoning Ordinance) of the Moses Lake Municipal Code prior to construction of any fence.

You are notified to correct said condition to the satisfaction of the undersigned within 10 days of the date of this notice. If you do not correct the condition within the specified time period, a notice and order to correct the condition will be issued to you, which can result in a penalty being imposed.

CORRECTION REQUIRED:

Obtain a fence permit for the fence

I would like to thank you in advance for your cooperating efforts. If you have questions or need clarification on any of the above-mentioned items, please give me a call at 509-766-3746 or come see me at City Hall.

Sincerely,

Clair W Harden
Code Enforcement Officer I
charden@cityofml.com

Contacted Kaleb Koehn on 11/14/11, he did not get the notice to correct and was advised to get a permit for the fence he installed. He said he would get on and was given another ten days to do so. 11/17/11 Caleb wanted to contact City Council to see about a variance until the street comes through, then he could change it. Told him to write a letter to Council and see what they can advise. Advised him to have the letter in next Tuesday to get on the next council meeting.

January 4, 2012

TO: City Manager
For City Council Consideration

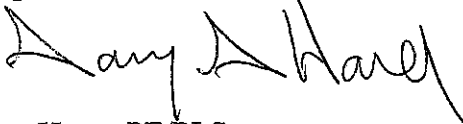
FROM: Municipal Services Director

SUBJECT: **Ordinance - Amend MLMC 13.08 - Water and Sewer Connections -
First Reading**

Attached is an ordinance that amends Moses Lake Municipal Code 13.08, entitled "Water and Sewer Connections". The City installed the sewer main within Kinder Road between Miller Street and Stratford Road and then established a reimbursement in 1987. This amendment deletes the reimbursement for the residential properties along this section of Kinder Road. The intent is to treat these residents the same as the residents who were provided sewer service in last year's Longview Sewer Construction Project.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gary Harer", written over a horizontal line.

Gary Harer, PE/PLS
Municipal Services Director

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 13.08 OF THE MOSES LAKE MUNICIPAL CODE
ENTITLED "WATER AND SEWER CONNECTIONS"

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

Section 1. Chapter 13.08 of the Moses Lake Municipal Code entitled "Water and Sewer Connections" is amended as follows:

13.08.168 Sewer Connection Charges - Central Drive, Kinder Road, and Stratford Road: Sewer service connection charges in Sections 10, 14, and 15, Township 19 North, Range 28 East Willamette Meridian installed by the City of Moses Lake under the Stratford Road Sewer Contract, shall be reimbursed by the property owner upon property subdivision or upon request to connect to city sewer. The reimbursement shall be a portion of the regular permit fee for sewer services as required by ordinance.

- A. The square foot permit fee shall be deposited to the 477 fund and the remaining portion of the permit fee shall be placed in the City of Moses Lake sewer revenue fund. The connection charge shall be assessed against the following properties at a rate of \$0.1168 per square foot.

Section 15, Township 19 North, Range 28 East, Willamette Meridian:

Tax #4108 - a portion of Tract 5, Park Orchard Tracts, Grant County, Washington, according to the plat thereof filed December 7, 1914, described as follows: commencing at the northeast corner of Tract 5, thence north 89°19'30" west along the north line of Tract 5 a distance of 260.01 feet to the true point of beginning; thence south 00°14'36" west a distance of 110.00 feet; thence south 14°28'47" east a distance of 95.21 feet; thence south 00°56'08" west a distance of 166.72 more or less to the northerly right of way line of Secondary State Highway No. 11-G which point shall be known in the description as Point "A". Beginning again at the true point of beginning and running north 89°19'30" west a distance of 300.00 feet; thence south 00°14'36" west a distance of 238.72 feet more or less to the northerly right of way line of Secondary State Highway 11-G; thence southeasterly along the northerly right of way line of Secondary State Highway 11-G to Point "A" herein above referred to. Less the following described parcel:

Beginning at the northeast corner of said Tract 5, Park Orchard Tracts; thence north 89°19'30" west along the north line of said Tract 5 a distance 560.01 feet; thence south 00°14'36" west a distance of 100.00 feet to the true point of beginning; thence south 89°19'30" east a distance of 30.00 feet; thence south 00°14'36" west a distance of 10.00 feet; thence north 89°19'30" west a distance of 30.00 feet; thence north 00°14'36" east a distance of 10.00 feet to the true point of beginning.

Tax #10506 - a portion of Tract 5, Park Orchard Tracts, Grant County, Washington, according to the plat thereof filed December 7, 1914, described as follows: commencing at the northeast corner of Tract 5, thence north 89°19'30" west along the north line of Tract 5 a distance of 260.01 feet; thence south 00°14'36" west a distance of 110.00 feet to the true point of beginning; thence south 89°19'30" east a distance of 120.00 feet; thence south 00°14'36" west a distance of 91.90 feet; thence north 89°19'30" west a distance of 95.80 feet; thence north 14°28'47" west a distance of 95.21 feet to the true point of beginning.

Tax #9406 - a portion of Tract 5, Park Orchard Tracts, Grant County, Washington, according to the plat thereof filed December 7, 1914, described as follows: commencing at the northeast corner of Tract 5, thence north 89°19'30" west along the north line of Tract 5 a distance of 260.01 feet; thence south 00°14'36" west a distance of 110.00 feet; thence south 89°19'30" east a distance of 120.00 feet; thence south 00°14'36" west a distance of 91.90 feet to the true point of beginning; thence south 00°14'36" west a distance of 206.17 feet more or less to the northerly right of way line of Secondary State Highway No. 11-G; thence northwesterly along the northerly right of way line of said highway north 67°25'31" west a

distance of 105.74 feet; thence north 00°56'08" east a distance of 166.72 feet; thence south 89°19'30" east a distance of 95.80 feet to the true point of beginning.

- B. The front foot permit fee shall be deposited to the 477 fund and the remaining portion of the permit fee shall be placed in the City of Moses Lake sewer revenue fund. The connection charge shall be assessed against the following properties at a rate of \$27.026 per front foot of the property as it fronts on the sewer line:

1. Section 15, Township 19 North, Range 28 East Willamette Meridian:

Tax #3596 - that portions of Tracts 4, 5, and 6 of Park Orchard Tracts, as per plat filed December 7, 1914, records of Grant County, Washington, described as follows: beginning at the southeast corner of Tract 4, thence north 89°08'55" west, along the south line of Tract 4, a distance of 327.00 feet to the true point of beginning; thence continuing north 89°08'55" west, along said south line, a distance of 803.40 feet to the westerly line of Tract 4; thence north 8°49'36" east, along the westerly line of Tract 4, and said westerly line extended, a distance of 1076.90 feet to the southerly line of Secondary State Highway No. 11-G, as conveyed to the State of Washington, by deed dated February 9, 1954, filed March 26, 1954 as File No. 219201; thence south 67°25'31" east, along said southerly line, a distance of 837.66 feet; thence south 22°34'29" west, along said highway, a distance of 100.00 feet; thence south 67°25'31" east, along said highway, a distance of 100.27 feet, to a point 140 feet west of the east line of Tract 4, measured at right angles thereto; thence south 0°14'29" west, along a line drawn parallel to and 140 feet west of the east line of Tract 4, a distance of 489.80 feet; thence north 89°45'31" west 187.00 feet; thence south 0°14'01" west 134.67 feet to the true point of beginning; together with an easement for ingress and egress over that portion of Tract 4 of Park Orchard Tracts described as follows: beginning at the southeast corner of Tract 4, thence north 0°14'29" east, 138.16 feet, to the true point of beginning; thence continuing north 0°14'29" east 60.00 feet; thence north 89°45'31" west 140.00 feet; thence south 0°14'29" west 60.00 feet; thence south 89°45'31" east 140.00 feet to the true point of beginning.

Tax #3683 - a portion of the northeast 1/4 of Section 15, Township 19 North, Range 28 East Willamette Meridian, described as follows: beginning at the northeast corner of Section 15, thence 1362.35 feet south 00°14'29" west along said section line; thence 1160.40 feet north 89°08'55" west along the southerly line of Tract 4, Park Orchards Tracts to the true point of beginning; thence 1076.90 feet north 08°49'36" east to the southerly line of the state highway; thence 476.97 feet south 33°21'24" west; thence 747.62 feet south 28°10'09" west; thence 450.00 feet south 89°08'55" east to the true point of beginning, containing 5.879 acres, more or less, subject to easements and reservations of record.

Tax #4330 - those portions of Tract 5 and 6 of Park Orchard Tracts as per plat recorded on page 36 of Acreage Plat Book, records of Grant County, Washington, described as follows: beginning at the northeast corner of Tract 5; thence north 89°19'18" west along the north line of Tract 5, a distance of 560 feet to the true point of beginning; thence south 0°14'29" west, a distance of 245 feet, more or less, to a point on the north boundary line of Secondary State Highway No. 11-G, this point being hereby designated point "A", beginning again at the true point of beginning; thence north 89°19'18" west, a distance of 278.99 feet; thence south 0°14'29" west to the northerly boundary line of Secondary State Highway No. 11-G; thence southeasterly along said right-of-way line a distance of 320 feet, more or less, to said point "A".

~~Tax #3810 - a parcel of land in Tract 5 of Park Orchards Tracts as recorded on Page 36 of the Acreage Plat Book, Grant County, Washington Records, described as follows: beginning at the northeast corner of Tract 5; thence north 89°19'18" west along the north line of Tract 5 a distance of 260.01 feet to the true point of beginning; thence south 0°14'29" west 110.00 feet, thence north 89°19'18" west 60.00 feet;~~

thence north $0^{\circ}14'29''$ east 110.00 feet; thence south $89^{\circ}19'18''$ east along the north line of Tract 5 a distance of 60.00 feet to the true point of beginning;

~~Tax #3539 - a parcel of land in Tract 5 of Park Orchards Tracts as recorded on Page 36 of the Acreage Plat Book, Grant County, Washington Records, described as follows: beginning at the northeast corner of Tract 5; thence north $89^{\circ}19'18''$ west along the north line of Tract 5 a distance of 140.01 feet to the true point of beginning; thence south $0^{\circ}14'29''$ west 110.00 feet; thence north $89^{\circ}19'18''$ west 60.00 feet; thence north $0^{\circ}14'29''$ east 110.00 feet; thence south $89^{\circ}19'18''$ east along the north line of Tract 5 a distance of 60.00 feet to the true point of beginning;~~

Tax #1896 - beginning at the northeast corner of Tract 5, Park Orchard Tracts as per plat thereof filed December 17, 1914, records of Grant County, Washington; thence a distance of 175.46 feet, south $00^{\circ}14'29''$ west, along the east line of Tract 5; thence a distance of 140.00 feet, north $89^{\circ}45'31''$ west, thence a distance of 176.50 feet, north $00^{\circ}14'29''$ east to the north boundary line of Tract 5; thence a distance of 140 feet, south $89^{\circ}20'00''$ east, along the north line of Tract 5 to the point of beginning.

Tax # 1220D - a portion of Tract 5, Park Orchard Tracts, Grant County, Washington, according to the recorded plat thereof described as follows: commencing at the northeasterly corner of Tract 5 and running thence 175.46 feet south $00^{\circ}14'29''$ west to the point of beginning; thence running 140 feet north $89^{\circ}45'31''$ west; thence running south 155.57 feet south $00^{\circ}14'29''$ west; thence running 40 feet south $89^{\circ}45'31''$ east; thence running 50 feet north $00^{\circ}14'29''$ east; thence running 100 feet south $89^{\circ}45'31''$ east; thence running 105.57 feet north $00^{\circ}14'29''$ east to the point of beginning.

Tax #1220G - a portion of Tract 5, Park Orchard Tracts, according to the plat thereof recorded in Acreage Plats, page 36, records of Grant County, Washington, lying northerly of the right-of-way of Secondary State Highway No. 11-G as conveyed to the State of Washington by deed dated January 27, 1954, recorded March 26, 1954, under Auditor's File No. 219203, described as follows: beginning at the northeast corner of Tract 5 of Park Orchard Tracts, according to the plat thereof recorded in Acreage Plats, page 36, records of Grant County, Washington; thence south $00^{\circ}14'29''$ west a distance of 281.03 feet along the east line of Tract 5 to the true point of beginning; thence north $89^{\circ}45'31''$ west a distance of 100 feet; thence south $00^{\circ}14'29''$ west a distance of 50 feet; thence north $89^{\circ}45'31''$ west a distance of 40 feet; thence south $00^{\circ}14'29''$ west a distance of 76.98 feet, more or less to a point on the northerly right-of-way line of State Highway No. 11-G, as conveyed to the State of Washington by deed dated January 27, 1954, recorded March 26, 1954, under Auditor's File No. 219203; thence south $67^{\circ}25'31''$ east along said right-of-way line a distance of 87.70 feet to a point 75 feet northeasterly, when measured at right angles from Highway Engineers Station 165+25; thence north $67^{\circ}34'29''$ east a distance of 63.79 feet to an intersection with the east line of Tract 5; thence north $00^{\circ}14'29''$ east along the east line of Tract 5 to the true point of beginning.

2. Section 10, Township 19 North, Range 28 East Willamette Meridian

Longview Tracts, Block 1, Lot 10

Longview Tracts, Block 1, Lot 11

~~Tax #1899 - a portion of the southeast 1/4 of Section 10, Township 19 North, Range 28 East Willamette Meridian, Grant County, Washington, described as follows: beginning at the southeast corner of Section 10, thence 380 feet westerly along the south boundary line of Section 10 to the true point of beginning; thence continuing 60 feet westerly along said boundary line; thence 130 feet northerly on a line parallel with the east boundary line of Section 10; thence 60 feet easterly on a line parallel with the south boundary line of Section 10; thence 130 feet southerly on a line parallel with the east boundary line of Section 10 to the point of beginning, except right-of-way for county roads;~~

~~Tax #1389 -- that portion of the southeast 1/4 of the southeast 1/4 of Section 10, Township 19 North, Range 28 East Willamette Meridian, Grant County, Washington, described as follows: beginning at the southeast corner of Section 10; thence a distance of 320.00 feet, north 89°20'00" west along the south line of Section 10; thence a distance of 30.00 feet, north 00°28'20" east, to the true point of beginning; thence continuing a distance of 100.00 feet north 00°28'20" east; thence a distance of 60.00 feet, north 89°20'00" west, parallel to the south line of the southeast quarter of Section 10; thence a distance of 100.00 feet south 00°28'20" west; thence a distance of 60.00 feet, south 89°20'00" east, parallel to the south line to the southeast quarter of Section 10 to the true point of beginning.~~

~~----- Tax #1624 -- a tract of land in the southeast 1/4 of the southeast 1/4 of Section 10, Township 19 North, Range 28 East Willamette Meridian, Grant County, Washington, described as follows: beginning at the southeast corner of Section 10; thence running north 89°20'00" west, a distance of 260 feet; thence running north 00°28'20" east a distance of 30 feet to the true point of beginning; thence north 00°28'20" east; a distance of 100 feet; thence north 89°20'00" west, a distance of 60 feet; thence south 00°28'20" west, a distance of 100 feet; thence south 89°20'00" east, a distance of 60 feet to the true point of beginning.~~

~~Tax #1625 -- in the southeast 1/4 of the southeast 1/4 in Section 10, Township 19, Range 28, East Willamette Meridian, more particularly described as follows: beginning at the southeast corner of Section 10; thence north 89°20'00" west a distance of 200 feet; thence north 00°28'20" east a distance of 30 feet to the true point of beginning; thence north 00°28'20" east 100 feet; thence north 89°20'00" west a distance of 60 feet; thence south 00°28'20" west a distance of 100 feet; thence south 89°20'00" east a distance of 60 feet to the true point of beginning.~~

~~Tax #1900 and #1901 -- a portion of the southeast 1/4 of Section 10, Township 19 North, Range 28 East Willamette Meridian, Grant County, Washington, described as follows: beginning at the southeast corner of Section 10; thence 80 feet westerly along the south boundary line of said section to the true point of beginning; thence continuing 120 feet westerly along said boundary line; thence 130 feet northerly to a line parallel with the east boundary line of Section 10; thence 120 feet easterly on a line parallel with the south boundary line of Section 10; thence 130 feet southerly on a line parallel with the east boundary line of said section to the true point of beginning.~~

Tax #1262 - a tract of land in the southeast 1/4, of the southeast 1/4, of the southeast 1/4 of Section 10, Township 19 North, Range 28, East Willamette Meridian, described by metes and bounds as follows: commencing at the southeast corner of Section 10; thence northerly on the east line of Section 10 a distance of 30 feet to the westerly line of the county road; thence west parallel to the south line 30 feet along the east line of said section; thence northerly parallel with the east line of said section a distance of 100 feet; thence westerly parallel with the south line of Section 10 a distance of 50 feet; thence southerly parallel with the east line of Section 10 a distance of 100 feet; thence on the north line of the county road running along the south line of Section 10; thence easterly parallel with the south line a distance of 50 feet to the true point of beginning.

3. Section 14, Township 19 North, Range 28 East Willamette Meridian,

Tax #6579 - that portion of the northwest 1/4 of Section 14, Township 19 North, Range 28 East Willamette Meridian, Grant County, Washington, described as follows: beginning at the northwest corner of Section 14; thence south 0°14'10" west, along the west line of said section, 30 feet; thence south 89°47'50" east parallel to the north line of said section, 30 feet to the true point of beginning; thence south 89°47'50" east 397 feet; thence south 0°14'10" west 180 feet; thence north 89°47'50" west 127 feet; thence north 0°14'10" east 30 feet; thence north 89°47'50" west 270 feet; thence north 0°14'10" east 150 feet to the true point of beginning.

Tax #7745, Parcel 1 - that portion of the northwest 1/4 of the northwest 1/4 of Section 14, Township 19 North, Range 28 East Willamette Meridian, Grant County, Washington, described as follows: beginning at the northwest corner of Section 14; thence south along said section line, a distance of 180 feet to the true point of beginning; thence east, a distance of 300 feet parallel to the north line of said section; thence south, a distance of 200 feet parallel to the west line of said section; thence west, a distance of 300 feet parallel to the north line of said section; thence north, a distance of 200 feet along the west line of said section to the true point of beginning.

Tax #7745, Parcel 2 - that portion of the northwest 1/4 of Section 14, Township 19 North, Range 28 EWM, Grant County, Washington, being and lying north of Washington State Highway No. 17, formerly known as Highway 11-G and lying southwesterly of the 100 foot wide railroad spur line right-of-way as described in instrument recorded February 15, 1972, under Auditor's File No. 573624; except, beginning at the northwest corner of Section 14; thence south along said section line, 180 feet to the true point of beginning; thence east, a distance of 300 feet, parallel to the north line of said section; thence south, a distance of 200 feet parallel to the west line of said section; thence west, a distance of 300 feet parallel to the north line of said section; thence north, a distance of 200 feet, along the west line of said section to the true point of beginning; except, beginning at the northwest corner of Section 14; thence south 0°14'10" west along the west line of said section, a distance of 30 feet; thence south 89°47'50" east, parallel to the north line of said section, 30 feet to the true point of beginning; thence south 89°47'50" east, a distance of 397 feet; thence south 0°14'10" west, a distance of 180 feet; thence north 89°47'50" west, a distance of 127 feet; thence north 0°14'10" east, a distance of 30 feet; thence north 89°47'50" west, a distance of 270 feet; thence north 0°14'10" east, a distance of 150 feet to the true point of beginning; except those portions conveyed to the State of Washington by deeds recorded August 12, 1954, July 14, 1954, August 19, 1954, July 8, 1958, March 25, 1965, and March 25, 1965, under Auditors' File Nos. 227531, 225670, 228100, 320800, 473390, and 473400.

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

, Mayor

ATTEST:

Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

January 3, 2012

TO: City Manager
For Council Consideration

FROM: Municipal Services Director

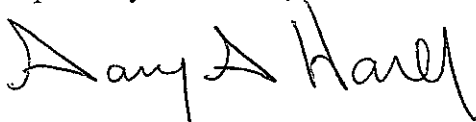
RE: **Request To Call For Bids**
Division Street Lift Station Improvements - 2012

Staff is nearing completion of the plans and specifications for the 2012 Division Street Lift Station Improvement Project. This project includes new hardware in the wetwell, new above-ground electrical, new generator, bypass port, bypass chute, and a concrete pad for parking a maintenance vehicle.

The estimated cost for this project is \$275,000 for construction and engineering. Plans and specifications are available at the Engineering office for review.

Staff requests authorization to advertise this contract for bids.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gary A. Harer". The signature is fluid and cursive, with the first name "Gary" being more prominent.

Gary Harer, PE/PLS
Municipal Services Director

January 4, 2012

TO: City Manager
For Council Consideration

FROM: Municipal Services Director

RE: **Request to Call for Bids
Water Main Project - 2012**

Staff is nearing completion of the plans and specifications for the 2012 Water Main Project. This project includes replacing 1,300 feet of 8-inch steel water main along Alder Street and 3rd Avenue, installing 9,200 feet of 12-inch water along Randolph Drive, and installing 2,600 feet of 12-inch water main along Beacon Road.

The estimated construction cost of this project is \$750,000. Plans and specifications are available at the Engineering office for review.

Staff is requesting authorization to advertise this contract for bids.

Respectfully submitted,



Gary G Harer, PE, PLS
Municipal Services Director

January 4, 2012

TO: Municipal Services Director
For Council Consideration

FROM: City Engineer/Assistant Municipal Services Director

RE: **REQUEST TO CALL FOR BIDS
WATER MAIN PROJECT - 2012**

Staff is nearing completion on plans and specifications for the Water Main Project - 2012. This project includes replacing a 1,300 foot section of 8-inch steel water main along Alder Street and 3rd Avenue, installing 9,200 feet of 12-inch water along Randolph Drive, and installing 2,600 feet of 12-inch water main along Beacon Road.

The 8-inch line will remove a 60-year old section of water main that has experienced a couple of leaks in recent years. The 12-inch lines will loop the water system and provide better fire flows and service reliability to the Longview and North Larson areas.

The estimated construction cost of this project is \$750,000. Plans and specifications are available at the Engineering office for review.

Staff is requesting authorization to advertise this contract for bids.

Respectfully submitted,

Shawn O'Brien, P.E.
City Engineer/Assistant Municipal Services Director



December 19, 2011

Honorable Mayor and
Moses Lake City Council

Dear Council Members

The City's Senior Accounting Clerk, who does the City's ambulance billing, is retiring soon. With the retirement, City staff reviewed the option of contracting for ambulance billing services rather than hiring a replacement Ambulance Billing Clerk.

City staff determined the City may be better off by contracting for the ambulance billing services rather than hiring another clerk for two reasons:

1. It will be less expensive and
2. The City will be provided some back up services which are not now available.

City staff received proposals from three companies and interviewed all three.

City staff recommends that the City enter into an agreement with EF Recovery, LLC to do the City's ambulance billing.

Attached is a proposed Business Associate Agreement and EMS Billing Services Agreement. If the City Council is agreeable, authorization is requested for the City Manager to execute the agreements on behalf of the City of Moses Lake.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt



December 27, 2011

Omni Staffing Services
Mr. Corbin Moberg
604 W. Third Ave.
Moses Lake, WA 98837

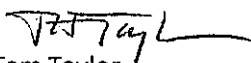
Dear Corbin,

The City of Moses Lake is in the process of reevaluating information in order to make a selection for ambulance billing services. To assist us with this process, we are requesting that you provide the following information.

1. Name and description of the software used for Electronic Patient Care Report (EPCR) and ambulance billing.
2. Is the EPCR user software or a web based design?
3. Can EMS providers use a tablet type device in the field with your system? If so, explain.
4. Number of employees who perform only ambulance billing, their experience in ambulance billing and any related credentials.
5. Can reports such as revenue, expenditures and deposits be accessed via the internet by City personnel?
6. Are the costs previously provided for ambulance billing locked in for a certain period of time?
7. Experience in other types of cost recovery such as motor vehicle spills, structure fires, extrication, etc. Please explain your capabilities.
8. Please provide references from at least two (2) city owned ambulance services and four (4) other type of ambulance services that your company provides ambulance billing to.
9. Please provide the City with an audited financial report covering the past three (3) years.

We are requesting that this information be provided in writing no later than January 4, 2012. If you have any questions, please contact either me at (509) 764-3582.

Regards,


Tom Taylor
Fire Chief



December 27, 2011

EF Recovery
Mr. Ed Grubbs
P.O. Box 2029
Gig Harbor, WA 98335

Dear Ed,

The City of Moses Lake is in the process of reevaluating information in order to make a selection for ambulance billing services. To assist us with this process, we are requesting that you provide the following information.

1. Name and description of the software used for Electronic Patient Care Report (EPCR) and ambulance billing.
2. Is the EPCR user software or a web based design?
3. Can EMS providers use a tablet type device in the field with your system? If so, explain.
4. Number of employees who perform only ambulance billing, their experience in ambulance billing and any related credentials.
5. Can reports such as revenue, expenditures and deposits be accessed via the internet by City personnel?
6. Are the costs previously provided for ambulance billing locked in for a certain period of time?
7. Experience in other types of cost recovery such as motor vehicle spills, structure fires, extrication, etc. Please explain your capabilities.
8. Please provide references from at least two (2) city owned ambulance services and four (4) other type of ambulance services that your company provides ambulance billing to.
9. Please provide the City with an audited financial report covering the past three (3) years.

We are requesting that this information be provided in writing no later than January 4, 2012. If you have any questions, please contact either me at (509) 764-3582.

Regards,

Tom Taylor
Fire Chief

EMS BILLING SERVICES AGREEMENT

THIS AGREEMENT, dated as of December 5th 2011 is between City of Moses Lake (the "City"), whose address is 401 South Balsam Street Moses Lake, WA 98837 and E & F Recovery, LLC dba EF Recovery, a Washington limited liability company ("The Contractor"), whose address is 9014 Peacock Hill Ave Ste 200 Gig Harbor, WA 98332.

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SERVICES.** The City retains The Contractor as its billing contractor to handle the billings for the costs and charges of Ambulance/Emergency Medical services performed by The City. The Contractor shall bill the recipient of such services or any responsible party, including insurers, in accordance with the terms of this Agreement. A description of the services provided by The Contractor is set forth in the attached Exhibit "A," which is incorporated by this reference. No change to the scope of services shall be effective unless agreed to by the parties in writing.
2. **COMPENSATION TO THE CONTRACTOR.** The City shall pay The Contractor, on a monthly basis, a fee for The Contractor's services as set forth in the attached Exhibit "A." No change to the terms of compensation shall be effective unless agreed to by the parties in writing.
3. **TERMS OF PAYMENT.** Within 10 days after the end of each month the Contractor shall send a statement setting forth in reasonable detail the total amount billed and collected from all responsible parties. The Contractor will deposit all collected EMS funds into an agreed upon bank account established and maintained by The City. Contractor shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. The City's obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, or termination of performance. The City shall notify the Contractor of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for the withholding of any sums due under this Agreement.
4. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the "Term"). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each, unless it is sooner terminated for cause pursuant to Section 7 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than one hundred and twenty (120) days prior to the anniversary date of the Agreement. While this Agreement is in effect, The City shall not retain any individual or entity other than The Contractor to perform the Services.

5. **INDEPENDENT CONTRACTOR.** The Contractor is and shall at all times remain an independent contractor of The City. The Contractor shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by Contractor. The Contractor shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. The Contractor shall not incur or have the power to incur any debt, obligation or liability for or on behalf of The City, or bind The City in any manner, except as to matters specifically delegated in writing by The City. The City shall have no claim to the software, computer programs, other technology and/or work product developed/used by The Contractor in its performance of this Agreement. It is understood and agreed that The Contractor may use its proprietary software programs in providing the services set forth in this Agreement. The City agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.
6. **DATA & REPORTING.** The City will make available to The Contractor, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that The City deems of use to The Contractor. All materials furnished by the City will not be disclosed to any party, other than as required under the scope of the Agreement, without the City's prior written approval. The Contractor shall provide the City with status reports as set forth in Exhibit "A" and other reports as mutually agreed.
7. **DEFAULT.** If either party breaches any material term of this Agreement, the non-breaching party may terminate this Agreement upon 30 days prior written notice to the breaching party of the intent to terminate; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity. If this Agreement is terminated, the City shall continue to make monthly payments to The Contractor under Section 2 for the Services performed by The Contractor prior to the date of termination until no further amounts are collected from responsible parties relating to such Services.
8. **NOTICES.** Any notice under this Agreement must be in writing and shall be given by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested. All notices shall be addressed to the address of the party set forth above, or at such other address as that party may later designate by notice in accordance with this Section and shall be effective upon delivery or on the third business day following deposit with the United States Mail. Notices shall be delivered to the following addresses:

The City:

401 South Balsam Street
Moses Lake, WA 98837

The Contractor:

9014 Peacock Hill Ste 200
Gig Harbor, WA 98332

9. **FORCE MAJEURE.** Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.

10. **COMPLIANCE WITH LAWS.** The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") in the performance of this Agreement. The Contractor agrees that it shall use only lawful means to effect collections and will comply with all provisions of any applicable federal and state statutes in connection with its services.

11. **INDEMNIFICATION.** The parties to this Agreement agree to indemnify each other and hold the other harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from claims of third parties concerning the acts/omissions of The City or The Contractor arising out of this Agreement.

12. **MISCELLANEOUS.**

12.1 **Assignment of Agreement.** Except to a parent, subsidiary, or affiliate which has the full ability and resources to perform this Agreement, The Contractor shall not sell, transfer, assign or otherwise dispose of this Agreement or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the Agreement, without express prior consent by the City. In the event of any such assignment, The Contractor shall provide City with at least 30 days prior written notice of such assignment, including detailed verification of the assignee's ability to perform under the Agreement.

12.2 **Entire Agreement.** This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.

12.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as applied to agreements made between residents of Washington. Jurisdiction and venue shall be in Pierce County Superior Court for any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such court.

12.4 **Severability.** In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, that provision shall be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

12.5 Waiver. The failure of either party to enforce any provisions of this Agreement is not a waiver of the provisions or of the right of that party to subsequently enforce that, or any other, provision of this Agreement.

12.6 Attorney Fees. In the event of any dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its attorney fees and costs.

12.7 Binding Effect. The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein.

THIS AGREEMENT is executed as of the day and year first above written.

The City

by: _____

its _____

The Contractor

by:  _____

its Managing Member

EXHIBIT A

DESCRIPTION OF THE AGENCY'S SERVICES, BILLING OPTIONS AND FEES

SERVICES

1. Provide billing and accounts receivable management services to the City.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Private Insurance, etc.) are filed and maintained and that the CITY is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by the City, to City's EMS and/or paramedics personnel regarding the gathering of the necessary information and proper completion of PCR's/MIR's. If travel is required to conduct training a separate bill will be sent to Customer for travel expenses.
5. Provide a designated billing agent dedicated to City's account who will review all bills/claims prior to submission to responsibility partie(s) and who will complete monthly reports, state reports, answer questions regarding patient/payor concerns and will facilitate communications.
6. After review by a dedicated billing agent, provide prompt submission of Medicare, Medicaid, insurance and other responsible partie(s) bills after receiving a completed patient record via eMail, FAX, U.S. Mail and/or electronic format. Secondary insurance provider bills shall be submitted after the primary insurance provider has paid.
7. Provide follow-up on rejected and inactive claims.
8. Utilize most up-to-date knowledge and information with regard to coding requirements and standards, to ensure compliance with applicable Federal, State and local regulations.
9. Reconcile the number of transports processed with those received

FEES & CHARGES

1. \$21.50 per PCR billed
2. \$32.50 for all accounts turned over from your previous billing company
3. Actual postage for each bill sent via U.S. Mail.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into by and between the City of Moses Lake ("Covered Entity") and E & F Recovery, LLC, ("Business Associate") in order to comply with 45 Code of Federal Regulations ("CFR") §164.502(e) and §164.504(e), governing Protected Health Information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as "HIPAA").

STATEMENT OF AGREEMENT

§1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA; provided that PHI shall refer only to protected health information of Covered Entity unless otherwise stated.

§2. Compliance and Agents. Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Agreement with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Agreement. If Covered Entity is required by HIPAA to maintain a Notice of Privacy Practices, Covered Entity shall notify Business Associate of any limitations in such notice to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

§3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement. Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. The Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

§4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

§5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

§6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate agrees to

mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

§7. Individual Access. In accordance with an individual's right to access to their own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

§8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

§9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

§10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

§11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

§12. Compliance with ARRA. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the American Recovery and Reinvestment Act of 2009 ("ARRA") (P.L. 111-5) as follows.

- a. Business Associate will comply with the security requirements referenced in Section 13401 of ARRA, including the requirements of 45 CFR Sections 164.308 (Administrative safeguards), 164.310 (Physical safeguards), 164.312 (Technical safeguards) and 164.316 (Policies and procedures and documentation requirements).
- b. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in ARRA Section 13402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach.
- c. Business Associate may use and disclose PHI only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR Section 164.504(e) (Uses and disclosures: Organizational requirements; Business associate contracts) and the privacy requirements referenced in Section 13404 of ARRA.

- d. Business Associate shall provide an accounting of disclosures to individuals requesting an accounting as required by Section 13405(c) of ARRA. This Section shall be effective as of the date Section 13405(c) of ARRA applies to Covered Entity.
- e. Business Associate will comply with any and all privacy and security regulations issued pursuant to ARRA and applicable to Business Associate as and when those regulations are effective.

§13. Term. This Agreement shall take effect on the effective date of the EMS Billing Services Agreement, and shall continue in effect unless and until either party terminates this Agreement or the EMS Billing Services Agreement.

§14. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may either (a) terminate this Agreement, if feasible, or (b) if cure and termination are not feasible, discontinue disclosure of PHI to Business Associate and report the breach or violation to DHHS. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

§15. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

§16. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Business Associate under Section 14 of this Agreement shall survive termination or expiration of this Agreement.

§17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Agreement. The terms and conditions of this Agreement will override and control any conflicting term or condition of the Services Agreement. All non-conflicting terms and conditions of the Service Agreement shall remain in full force and effect. Any ambiguity in this Agreement with respect to the Services Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA.

§18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations under this Agreement. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

IN WITNESS WHEREOF, Business Associate and Covered Entity execute this Agreement on the day and year first written below.

COVERED ENTITY

By _____

Date:

Print Name _____

Its _____

Address:

BUSINESS ASSOCIATE

By _____

Robert Philpott

Date:

12/9/11

Its: Managing Member

Address: 9014 Peacock Hill Ave Ste.200
Gig Harbor, WA 98332

MLMC	12.40.060	12.40.054	12.40.060	12.40.070A	12.40.070B	12.40.080A	12.40.080B	12.40.080C	12.40.080D	12.40.080E	12.40.080F	12.40.100	12.40.110A	12.40.110B	12.40.111	13.08.051	13.08.081
Inception year	1998	2007	1998	2002	2002	2003	2003	2003	2003	2003	2003	2007	2007	2007	2008	2006	2004
Unit	FF	LS	SF	FF	FF	LS	LS	LS	LS	LS	LS	FF	LS	LS	LS	LS	FF
Adjust	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st

Year	CPI	Wapato Dr. (Street)	Alder St. (Street)	Grape Valley Signal	Yonezawa Underground	Clover Underground	Lot 1 Simmons S.P.	B.O.T. 52	Lot 1 Melva Add. #5	B.O.T. 53	Tract 1 Melva Add. #4	Tax #8026 in B.O.T.	Battery Road (Street)	SR 17 (Street)	SR 17 (Street)	Ninth Ave. (Street)	Alder St. (Water)	Kittelson Rd./Road L (Water)
1995	3.30%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1996	2.80%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1997	2.40%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1998	1.20%	\$63.00	\$0.00	\$0.01445	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1999	2.00%	\$63.76	\$0.00	\$0.01462	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000	3.80%	\$65.03	\$0.00	\$0.01492	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001	1.70%	\$67.50	\$0.00	\$0.01548	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2002	1.60%	\$68.65	\$0.00	\$0.01575	\$17.34	\$4.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	1.90%	\$69.75	\$0.00	\$0.01600	\$17.62	\$4.15	\$10,255.00	\$6,100.00	\$14,295.00	\$10,666.00	\$2,840.00	\$5,835.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	3.00%	\$71.07	\$0.00	\$0.01630	\$17.95	\$4.22	\$10,449.85	\$6,215.90	\$14,566.61	\$10,867.64	\$2,893.96	\$5,945.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.11
2005	2.80%	\$73.21	\$4,199.00	\$0.01679	\$18.49	\$4.35	\$10,763.34	\$6,402.38	\$15,003.60	\$11,193.66	\$2,980.78	\$6,124.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.01
2006	2.70%	\$75.26	\$4,316.57	\$0.01726	\$19.01	\$4.47	\$11,064.71	\$6,581.64	\$15,423.70	\$11,507.09	\$3,064.24	\$6,295.72	\$36.57	\$0.00	\$0.00	\$0.00	\$1,238.00	\$31.88
2007	4.00%	\$77.29	\$4,433.12	\$0.01773	\$19.52	\$4.59	\$11,363.46	\$6,759.35	\$15,840.14	\$11,817.78	\$3,146.98	\$6,465.70	\$37.56	\$19,400.00	\$79,207.00	\$0.00	\$1,271.43	\$32.74
2008	-0.50%	\$80.38	\$4,610.44	\$0.01844	\$20.30	\$4.78	\$11,818.00	\$7,029.72	\$16,473.75	\$12,290.49	\$3,272.85	\$6,724.33	\$39.06	\$20,176.00	\$82,375.28	\$0.00	\$1,322.28	\$34.05
2009	2.10%	\$79.98	\$4,587.39	\$0.01834	\$20.20	\$4.75	\$11,758.91	\$6,994.57	\$16,391.38	\$12,229.04	\$3,256.49	\$6,690.71	\$38.86	\$20,075.12	\$81,963.40	\$11,527.00	\$1,315.67	\$33.88
2010	1.20%	\$81.66	\$4,683.73	\$0.01873	\$20.63	\$4.85	\$12,005.85	\$7,141.46	\$16,735.60	\$12,485.85	\$3,324.88	\$6,831.22	\$39.68	\$20,496.70	\$83,684.64	\$11,769.07	\$1,343.30	\$34.59
2011		\$82.64	\$4,739.93	\$0.01895	\$20.87	\$4.91	\$12,149.92	\$7,227.16	\$16,936.43	\$12,635.68	\$3,364.77	\$6,913.19	\$40.16	\$20,742.86	\$84,688.85	\$11,910.30	\$1,359.42	\$35.01

MLMC	13.08.082	13.08.083	13.08.88	13.08.089	13.08.093	13.08.094	13.08.096A	13.08.096B	13.08.096C	13.08.096D	13.08.096E	13.08.096E	13.08.096E	13.08.100	13.08.155A	13.08.155B	13.08.155C	13.08.155D	13.08.156
Inception year	2004	2009	2007	2003	1999	2002	2003	2003	2003	2003	2003	2003	2003	2007	2000	2000	2000	2000	2006
Unit	FF	FF	LS	FF	FF	FF	LS	LS	LS	LS	LS	LS	LS	FF	LS	LS	LS	LS	LS
Adjust	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st

Year	CPI	Wanapum, Lakeshore, Broadway (Water)	Road N Utility Project (Water)	Malaga St. (Water)	Broadway (Water)	Road L/Nelson Rd. (Water)	Yonezawa (Water)	Lot 1 Simmons S.P. water	Tract 52 B.O.T. (Water)	Lot 1 Melva # 5 (Water)	Tract 53 B.O.T. (Water)	Tract 1 Melva # 4 (Water)	Tax #6026 in B.O.T. (Water)	KV Larson Intertie (Water)	Tax #1338A Addition	Lot 2, Huibert Tax #7989	Tax #3650	Alder St. (Sewer)
1995	3.30%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1996	2.80%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1997	2.40%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1998	1.20%	\$0.00	\$0.00	\$0.00	\$0.00	\$18.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1999	2.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$18.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000	3.80%	\$0.00	\$0.00	\$0.00	\$0.00	\$18.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,394.00	\$2,071.00	\$240.00	\$1,876.00
2001	1.70%	\$0.00	\$0.00	\$0.00	\$0.00	\$19.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,484.97	\$2,149.70	\$249.12	\$1,739.69
2002	1.60%	\$0.00	\$0.00	\$0.00	\$0.00	\$19.66	\$22.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,527.22	\$2,186.24	\$253.36	\$1,769.26
2003	1.90%	\$0.00	\$0.00	\$0.00	\$27.40	\$19.97	\$22.79	\$5,340.00	\$2,348.00	\$7,445.00	\$4,610.00	\$3,040.00	\$3,040.00	\$0.00	\$2,567.66	\$2,221.22	\$257.41	\$1,797.57
2004	3.00%	\$25.81	\$0.00	\$0.00	\$27.92	\$20.35	\$23.22	\$5,441.46	\$2,389.56	\$7,586.45	\$4,697.59	\$3,097.76	\$3,097.76	\$0.00	\$2,616.44	\$2,263.43	\$262.30	\$1,831.72
2005	2.80%	\$26.58	\$0.00	\$0.00	\$26.76	\$20.96	\$23.92	\$5,604.70	\$2,461.24	\$7,814.05	\$4,838.62	\$3,190.69	\$3,190.69	\$0.00	\$2,694.93	\$2,331.33	\$270.17	\$1,886.68
2006	2.70%	\$27.33	\$0.00	\$0.00	\$29.56	\$21.55	\$24.59	\$5,761.64	\$2,530.16	\$8,032.84	\$4,974.00	\$3,280.03	\$3,280.03	\$0.00	\$2,770.39	\$2,396.61	\$277.73	\$1,939.50
2007	4.00%	\$28.07	\$0.00	\$2,540.00	\$30.36	\$22.13	\$25.25	\$5,917.20	\$2,598.47	\$8,249.73	\$5,108.29	\$3,368.59	\$3,368.59	\$23.46	\$2,845.19	\$2,461.31	\$285.23	\$1,991.87
2008	-0.50%	\$29.19	\$0.00	\$2,641.60	\$31.59	\$23.02	\$26.26	\$6,153.89	\$2,702.41	\$8,579.72	\$5,312.63	\$3,503.34	\$3,503.34	\$24.40	\$2,959.00	\$2,559.77	\$296.64	\$2,071.54
2009	2.10%	\$29.04	\$7.46	\$2,626.39	\$31.42	\$22.90	\$26.13	\$6,123.12	\$2,688.90	\$8,536.82	\$5,266.06	\$3,485.82	\$3,485.82	\$24.28	\$2,944.20	\$2,546.97	\$296.16	\$2,061.19
2010	1.20%	\$29.65	\$7.61	\$2,683.59	\$32.06	\$23.38	\$26.68	\$6,251.70	\$2,745.38	\$8,716.09	\$5,397.07	\$3,558.02	\$3,558.02	\$24.79	\$3,006.03	\$2,600.45	\$301.36	\$2,104.47
2011		\$30.01	\$7.70	\$2,715.79	\$32.46	\$23.66	\$27.00	\$6,326.72	\$2,778.31	\$8,820.69	\$5,461.83	\$3,601.73	\$3,601.73	\$25.08	\$3,042.10	\$2,631.66	\$304.97	\$2,129.73

MLMC		13.08.159	13.08.170A	13.08.170B	13.08.170C	13.08.170D	13.08.170E	13.08.171A	13.08.171B	13.08.173	13.08.174	WOSUS Pointe E.T. 1995
Inception year		2002	2003	2003	2003	2003	2003	2007	2007	2008	2008	
Unit		FF	LS	LS	LS	LS	LS	FF	ACRE	LS	FF	
Adjust		June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	June 1st	
												(includes water and sewer per each meter, until annexation)
Year	CPI	Yonezawa (Sewer)	Lot 1 Simmons S.P. (Sewer)	Tract 52 B.O.T. (Sewer)	Lot 1 Melva Add. #5 (Sewer)	Tract 53 B.O.T. (Sewer)	Tax #8026	Operations Infrastructure (Sewer)	Operations Infrastructure (Sewer)	Malaga St. Sewer Services	Road N Utility (Sewer)	
1995	3.30%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00
1996	2.80%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,446.20
1997	2.40%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,486.69
1998	1.20%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,522.37
1999	2.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,540.64
2000	3.80%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,571.46
2001	1.70%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,831.17
2002	1.60%	\$23.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,658.90
2003	1.90%	\$23.49	\$3,720.00	\$300.00	\$5,185.00	\$2,065.00	\$2,115.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,685.44
2004	3.00%	\$23.94	\$3,790.68	\$305.70	\$5,283.62	\$2,104.24	\$2,155.19	\$0.00	\$0.00	\$0.00	\$0.00	\$1,717.47
2005	2.80%	\$24.65	\$3,904.40	\$314.87	\$5,442.02	\$2,187.36	\$2,219.84	\$0.00	\$0.00	\$0.00	\$0.00	\$1,768.99
2006	2.70%	\$25.34	\$4,013.72	\$323.69	\$5,594.40	\$2,228.05	\$2,282.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,818.52
2007	4.00%	\$26.03	\$4,122.09	\$332.43	\$5,745.45	\$2,288.21	\$2,343.61	\$22.64	\$310.00	\$0.00	\$0.00	\$1,867.62
2008	-0.50%	\$27.07	\$4,286.98	\$345.72	\$5,975.26	\$2,379.73	\$2,437.35	\$23.55	\$322.40	\$1,501.00	\$0.00	\$1,942.33
2009	2.10%	\$26.93	\$4,265.54	\$344.00	\$5,945.39	\$2,367.84	\$2,425.17	\$23.43	\$320.79	\$1,493.50	\$3.72	\$1,932.62
2010	1.20%	\$27.50	\$4,355.12	\$351.22	\$6,070.24	\$2,417.66	\$2,476.10	\$23.92	\$327.62	\$1,524.86	\$3.80	\$1,973.20
2011		\$27.83	\$4,407.38	\$355.43	\$6,143.08	\$2,446.57	\$2,505.81	\$24.21	\$331.45	\$1,543.16	\$3.84	\$1,986.88



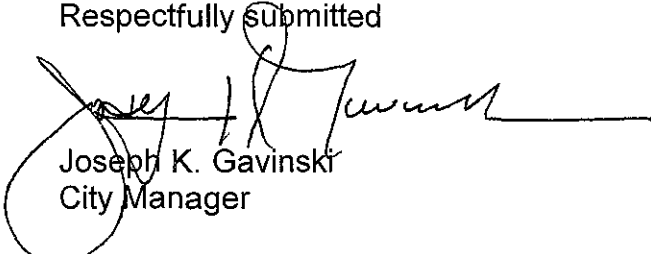
January 3, 2011

Honorable Mayor and
Moses Lake City Council

Dear Council Members

Authorization is requested for the City Manager to accept proposals for the operation of the coffee shop in the Civic Center building.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt



GRANT TRANSIT AUTHORITY



December 14, 2011

City of Moses Lake
Attn: Mayor of City of Moses Lake
321 S. Balsam
Moses Lake, WA 98837

Subject: Grant Transit Authority Board of Directors

Dear Mayor:

Grant Transit Authority respectfully requests the name of the council member who will be serving on the Executive Board of Directors for the year 2012, and an alternate. If Councilman Deane is going to continue serving on the GTA Board of Directors please indicate that in your written response. Grant Transit Authority Executive Meetings are held on the third Thursday of every month at 7:00 p.m. Grant Transit Authority Board Members are eligible for compensation at the rate of \$90.00 per meeting attended, plus mileage.

I look forward to your written response, I can be reached Monday – Friday in the Administrative Office in Moses Lake at 765-0898 ext 102, my fax number is 398-9510.

Sincerely,

Brandy J. Heston
Transit Operations Supervisor/Clerk of the Board

cc: Greg Wright, Transit Manager

January 3, 2011



Honorable Mayor and
Moses Lake City Council

Dear Council Members

The City of Moses Lake budgeted to purchase an ambulance remount on Vehicle #379. The ambulance box from Vehicle #379, a 2006 Ford E-450 cab and chassis, will be placed on a 2012 cab and chassis and the ambulance will be rehabilitated to function like a new ambulance.

The City budgeted \$120,200 for the remount in 2012. Using the City's Waiver of Competitive Bidding Requirements for Purchases Limited to a Single Source or Supply or Involved Special Facilities or Market Conditions Purchasing Policy, the City staff received a bid of \$112,020 including tax and licensing fees from Hughes Fire Equipment.

Life Line Emergency Vehicles built the ambulance originally with the City purchasing it from Hughes Fire Equipment. Life Line Emergency Vehicles supplied a life time warranty on the ambulance box provided that all repairs are done by them or an authorized repair facility. In order to retain the warranty, the City contacted Hughes Fire Equipment for a bid on the remount since it is an authorized repair facility.

The City contracted to perform the remount. The remount will be paid for by money budgeted in the Equipment Rental Budget, Fund 519, as approved in the 2012 Budget. The City will pay \$112,020 including tax and licensing fees for the remount.

The City used the Waiver of Competitive Bidding Requirements Policy because of a desire to retain the warranty on the ambulance box which required Life Line Emergency Vehicles or an authorized repair facility to perform work on the box.

Attached for the Council's and public's information are the documents relating to the decision and the usage of the Wavier of Competitive Bidding Requirements Policy.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

WAIVER OF COMPETITIVE BIDDING REQUIREMENTS
FOR PURCHASES LIMITED TO A SINGLE SOURCE OR SUPPLY
OR INVOLVES SPECIAL FACILITIES OR MARKET CONDITIONS

RCW 39.04.280 allows a municipality to waive the competitive bidding requirements for:

- A. Purchases that are clearly and legitimately limited to a single source of supply.
- B. Purchases involving special facilities or market conditions.

The following sets out the City of Moses Lake's policy with regard to these purchases.

- A. The Moses Lake City Council wishes to utilize the authority set out in RCW 39.04.280 and desires to waive the bidding requirements for purchases that are clearly and legitimately limited to a single source of supply and purchases which involve special facilities or market conditions.
- B. The City of Moses Lake department making the purchase shall prepare a written request to make such a purchase and submit the request to the City Manager.
- C. All purchases that are clearly and legitimately limited to a single source of supply and purchases involving special facilities or market conditions shall be approved by the City Manager and authorized for purchase as evidenced in the City of Moses Lake's adopted budget.
- D. After being approved by the City Manager, the City of Moses Lake department seeking to make the purchase shall contact a sufficient number of vendors, preferably local vendors located within the corporate limits of the city, if there is more than one vendor offering the item to be purchased, for comparison purposes.
- E. The City of Moses Lake department seeking to make the purchase, once the item to be purchased has been selected, shall inform the City Manager as to the item selected and obtain the City Manager's concurrence of the purchase.
- F. After the award of the contract, the factual basis for the exception and the contract shall be provided to the City Council, recorded in the minutes, and be available and open to the public for inspection.

Adopted by the City Council - 6/26/01

December 20, 2011

TO: City Manager

FROM: Municipal Services Director *SW*

SUBJECT: **Ambulance Remount - Waive Competitive Requirements
Purchase From Sole Source**

Staff has received a proposal from Hughes Fire Equipment to remove the ambulance box on ambulance #379, rehabilitate it to function like a new ambulance, and place it on a 2012 cab and chassis. The total cost is \$112,020, including tax and licensing fees. The proposal includes all work required by the Fire Chief and the Equipment Rental Supervisor, except for the lettering on the outside. Staff considers this proposal reasonable for the work being completed.


Staff is requesting authorization to execute a contract with Hughes Fire Equipment to complete the work.

12-20-11
OK
dy

cc: Fire Chief
Public Works Superintendent
Equipment Rental Division Supervisor

December 7, 2011

TO: City Manager

FROM: Municipal Services Director 

SUBJECT: **Ambulance Remount - Waive Competitive Requirements
Purchase From Single Source**

The 2012 budget includes \$120,200 for an ambulance remount. The ambulance box from ambulance #379, a 2006 Ford E-450 cab and chassis, will be placed on a 2012 cab and chassis and the ambulance box will be rehabilitated to function like a new ambulance.

Life Line Emergency Vehicles built the original ambulance and the City purchased it from Hughes Fire Equipment. Life Line Emergency Vehicles supplied a lifetime warranty on the ambulance box provided that all repairs are done by themselves or a repair facility designated by themselves.

Staff is requesting that the Ambulance Remount purchase be limited to Hughes Fire Equipment so the work will be completed by Life Line Emergency Vehicles in order for the lifetime warranty to stay in effect.

cc: Fire Chief
Public Works Superintendent
Equipment Rental Division Supervisor

12-7-11

OK

