

# MOSES LAKE CITY COUNCIL

Bill Ecret  
Richard Pearce  
Brent Reese

Jon Lane  
Mayor



Joseph K. Gavinski  
City Manager

David Curnel  
Karen Liebrecht  
Dick Deane

December 22, 2011

## AGENDA

Sophia Guerrero, Executive Secretary

Council Chambers  
5:00 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 - December 13, 2011
  - B. Approval of Bills and Checks Issued
6. COMMISSION APPOINTMENTS
  - A. Planning Commission Reappointment - Hepburn
7. CONSIDERATION OF BIDS AND QUOTES - None
8. PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS - None
9. ORDINANCES AND RESOLUTIONS
  - A. Ordinance - Amend 2011 Budget - 2<sup>nd</sup> Reading
  - B. Ordinance - Amend 2011 Budget - Single Reading
  - C. Ordinance - Granting Franchise to U.S. Sprint Communications Co. - 2<sup>nd</sup> Reading
  - D. Ordinance - Garbage Collection Rates - 2<sup>nd</sup> Reading
10. REQUEST TO CALL FOR BIDS - None
11. REFERRALS FROM COMMISSIONS - None
12. OTHER ITEMS FOR COUNCIL CONSIDERATION
  - A. Authorization to Execute Agreements - Ambulance Billing Services - EF Recovery, LLC
13. NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS
14. COUNCIL QUESTIONS AND COMMENTS
15. CITY MANAGER REPORTS AND COMMENTS
  - A. Reimbursements - 2011 CPI
16. COUNCIL - OATH OF OFFICE - Jon Lane, Dick Deane, and Jason Avila

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 13, 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 7 p.m. by Mayor Lane.

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

PRESENTATIONS AND AWARDS - None

CONSENT AGENDA

Minutes: The minutes of the November 22, 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 13, 2011 the Council does approve for payment claims in the amount \$2,684,303.96; prepaid claims in the amounts of \$14,175.83, \$7,035.60; \$7,175.01, \$1,580.24, and \$34,133.92; claim checks in the amount of \$1,111,981.70; and payroll in the amounts of \$314,711.72, \$7,528.46, and \$315,583.82.

Resolution - Abandon Easement - Grant Transit Authority: A resolution was presented which abandons an easement located in Lot 1, North Gateway Center Binding Site Plan, the site of the new building for the Grant Transit Authority. The easement contains a sewer line which will be rerouted through a new easement.

Resolution - Accept Sanitary Sewer Improvements - Grant Transit Authority: A resolution was presented which accepts the sanitary sewer improvements constructed on Lot 1, North Gateway Center Binding Site Plan for the Grant Transit Authority.

Resolution - Accept Access Easement - Grant Transit Authority: A resolution was presented which accepts an access easement from Grant Transit Authority which allows the City to access water and/or sewer meters located at the Grant Transit Authority Operation and Maintenance base on Owen Road.

Resolution - Accept Easement - Grant Transit Authority: A resolution was presented which accepts an easement from Grant Transit Authority for the realignment of the sanitary sewer on Lot 1, North Gateway Center Binding Site Plan.

Resolutions (3) - Abandon Easements - SEG Alder LLC and Walgreens: Three resolutions were presented which abandon easements on property at the corner of Stratford Road and Broadway Avenue. The needed easements will be re-dedicated on the Stratford Road Short Plat.

Crossroads Phases 5 and 6 Preliminary Major Plats: Hayden Homes submitted two preliminary plats for 60 single family lots on 14.6 acres located east of Highway 17 approximately halfway between Wheeler Road and Nelson Road. The site is zoned R-1, Single Family Residential. The Planning Commission recommended that the preliminary plats be approved with the requested deviations.

Action Taken: Mr. Pearce 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 Todd Voth to the Planning Commission.

Action Taken: Mr. Deane moved that the re-appointment of Todd Voth to the Planning Commission be confirmed, seconded by Dr. Curnel, and passed unanimously.

CONSIDERATION OF BIDS AND QUOTES: None

PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS

COLUMBIA BASIN GROUND WATER MANAGEMENT AREA

Paul Stoker, Executive Director, distributed information on the activities of the Columbia Basin Ground Water Management Area and reported to the Council on the status of the groundwater in the Moses Lake area.

There was some discussion by the Council.

ORDINANCES AND RESOLUTIONS

ORDINANCE - FRANCHISE - NORTHLAND CABLE - 2<sup>ND</sup> READING

An ordinance was presented which grants a franchise to Northland Cable Television, Inc. to operate and maintain a cable system in the City of Moses Lake.

The ordinance granting a franchise to Northland Cable Television, Inc. to operate and maintain a cable system in the City of Moses Lake and setting forth conditions accompanying the grant of franchise was read by title only.

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

ORDINANCE - AMEND 2011 BUDGET - 1<sup>ST</sup> 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 first reading of the ordinance be adopted, seconded by Dr. Curnel, and passed unanimously.

ORDINANCE - FRANCHISE - U. S. SPRINT - 1<sup>ST</sup> 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. Pearce moved that the first reading of the ordinance be adopted, seconded by Mr. Deane, and passed unanimously.

#### ORDINANCE - GARBAGE COLLECTION - 1<sup>ST</sup> 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: Mrs. Liebrecht moved that the first reading of the ordinance be adopted, seconded by Mr. Ecret, and passed unanimously.

#### RESOLUTION - ACCEPT DONATION - SUMMER CONCERT SERIES

A resolution was presented which accepts donations from various businesses and organizations to fund the 2011 Centennial Theater Summer Concert Series and Movies in the Park.

The resolution accepting contributions for the City of Moses Lake Centennial Theater Summer Concert Series and Movies in the Park Program was read by title only.

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

#### REQUEST TO CALL FOR BIDS - None

#### REFERRALS FROM COMMISSIONS - None

#### OTHER ITEMS FOR COUNCIL CONSIDERATION - None

#### NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS

##### ANIMAL CONTROL

Jane Cybelski explained to the Council the events leading up to her being knocked down by a pit bull that then attacked and killed her Pomeranian. She felt that the owner of the pit bull did not maintain control of her dog. She requested the City hold pet owners responsible for the actions of their pets.

Larry Cybelski felt that the process should be changed so that the public is made aware of any dog that is confiscated due to aggressive activity and request any information from the public on previous aggressive actions by the dog. He also felt that if the dog owner removes the dog from the scene of an aggressive act, the owner should forfeit the dog. He felt that owners should properly secure their dogs or have a screen door as a secondary defense and perhaps have a sign indicating a dog is on the premises.

Joseph K. Gavinski, City Manager, stated that there is a state law that deals with dangerous and potentially dangerous dogs and there is a city ordinance concerning vicious dogs. He mentioned that the City hazardous dog ordinance was simply a requirement to register dogs considered

hazardous. He explained the tools the City has available to deal with these kinds of situations.

Katherine Kenison, City Attorney, stated that the City will be proceeding with this case under the laws and rules now existing and that the City will be reviewing its animal control regulations in the near future.

There was some discussion by the Council on the issue of animal control.

#### COUNCIL QUESTIONS AND COMMENTS - None

#### CITY MANAGER REPORTS AND COMMENTS

##### RETREAT 2012

Joseph K. Gavinski, City Manager, stated that the 2011 Council/staff Retreat has been scheduled for February 24 and 25 at the ATEC Building located on the Big Bend Community College campus.

##### MOSES LAKE BUSINESS ASSOCIATION - FLOWER POTS

Joseph K. Gavinski, City Manager, stated that staff contacted the State Auditor's Office concerning the issue of using self-help funds to reimburse the Moses Lake Business Association for the planters placed in the downtown area and it was the opinion of the State Auditor's Office that because there was no contract with the Moses Lake Business Association, reimbursement for the planters is not acceptable use of the self help funds.

##### ANIMAL CONTROL - CATS

Joseph K. Gavinski, City Manager, stated that he researched cat regulations and found that some jurisdictions require cats to be licensed, some provide that it is illegal to allow an animal to roam another's property without permission, and some provide that an animal owner is responsible for damages the animal causes to another persons' property. He pointed out that it is difficult to determine whose cat may be roaming or damaging property.

Katherine Kenison, City Attorney, recommended that if the Council wishes to pursue regulations for cats that the City begin with requiring the licensing of cats.

There was some discussion by the Council on the difficulty of enforcing cat regulations and no action was taken.

#### DEPARTMENT DIRECTOR PRESENTATIONS

Joseph K. Gavinski, City Manager, provided the schedule for the presentations by the department directors.

##### BUILDING ACTIVITY REPORT

The November 2011 Building Activity Report was presented.

##### INVESTMENT REPORT

The City received \$20,889.14 in investment income for November 2011.

SALES TAX/TRANSIENT RENTAL INCOME

The City received \$11,6789.43 in sales tax and \$56,261.04 in transient rental income in November 2011.

The regular meeting was recessed at 8:40 p.m. and the Council met in a 20 minute executive session with the City Attorney to discuss labor relations and litigation. The executive session was adjourned at 9 p.m. and the regular meeting was reconvened.

STAFF SALARIES

Action Taken: Dr. Curnel moved that the Moses Lake Professional and Clerical Association, non-union, and exempt staff be authorized a pay raise of 4%, seconded by Mrs. Liebrecht, and passed unanimously.

The regular meeting was adjourned at 9:05 p.m.

ATTEST

\_\_\_\_\_  
Jon Lane, Mayor

\_\_\_\_\_  
Ronald R. Cone, Finance Director

DATE 12/15/11  
TIME 13:38:59

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
12/20/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
DATABAR	00007974			
WATER/BILLING	POSTAGE	0000060189	795.77	MAIL UTILITY BILLS
SEWER/BILLING	POSTAGE	0000060189	629.21	MAIL UTILITY BILLS
SANITATION FUND	POSTAGE	0000060189	353.66	MAIL UTILITY BILLS
STORM WATER	POSTAGE	0000060189	116.56	MAIL UTILITY BILLS
AMBULANCE SERVICE	POSTAGE	0000060189	97.23	MAIL UTILITY BILLS
=====				
TOTAL:			1,992.43	
HOME DEPOT CREDIT SERVICES	00007824			
MISC. SERVICES	OPERATING SUPPLIES	0000060150	125.96	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000060150	358.44	MISC SUPPLIES
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000060150	308.44	MISC SUPPLIES
PARK RECREATION	R&M-MAJOR PROJECTS	0000060150	138.79	MISC SUPPLIES
PARKS/STREET	OPERATING SUPPLIES	0000060150	15.72	MISC SUPPLIES
STREET	REPAIR AND MAINTENANCE SUPPL	0000060150	18.26	MISC SUPPLIES
WATER	REPAIR AND MAINTENANCE SUPPL	0000060150	114.92	MISC SUPPLIES
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000060150	14.00	MISC SUPPLIES
STORM WATER	REPAIR AND MAINTENANCE SUPPL	0000060150	59.70	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000060150	200.80	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000060150	464.16	MISC SUPPLIES
CIVIC CENTER	BUILDINGS (CONSTRUCTION)	0000060150	3,316.31	MISC SUPPLIES
=====				
TOTAL:			5,135.50	
STERLING SAVINGS BANK	00007077			
LEGISLATIVE	REGISTRATION & MEMBERSHIPS	0000060523	45.00	MISC SUPPLIES/REGIS
EXECUTIVE	OPERATING SUPPLIES	0000060523	34.39	MISC SUPPLIES/REGIS
FINANCE	OPERATING SUPPLIES	0000060522	434.00	MISC SUPPLIES
COMMUNITY DEVELOPMEN	OPERATING SUPPLIES	0000060555	35.59	OFFICE SUPPLIES
MISC. SERVICES	OPERATING SUPPLIES	0000060173	543.49	SUPPLIES

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CITY OF MOSES LAKE  
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COUNCIL MEETING OF  
12/20/2011

NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
STERLING SAVINGS BANK	00007077			
MISC. SERVICES	OPERATING SUPPLIES	0000060522	13.65	MISC SUPPLIES
ENGINEERING	OPERATING SUPPLIES	0000060173	19.71	SUPPLIES
ENGINEERING	TRAVEL & SUBSISTENCE /NON-ED	0000060529	13.32	SUPPLIES/T & S
PARK RECREATION	OPERATING SUPPLIES	0000060293	200.27	PRINTING/POSTAGE/SKATES
PARK RECREATION	OPERATING SUPPLIES	0000060293	71.71	PRINTING/POSTAGE/SKATES
PARK RECREATION	OPERATING SUPPLIES	0000060293	111.62	PRINTING/POSTAGE/SKATES
PARK RECREATION	OPERATING SUPPLIES	0000060293	601.83	PRINTING/POSTAGE/SKATES
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000060293	213.64	PRINTING/POSTAGE/SKATES
PARK RECREATION	OPERATING SUPPLIES	0000060293	444.93	PRINTING/POSTAGE/SKATES
PARK RECREATION	MUSEUM RESALE	0000060293	2,134.14	PRINTING/POSTAGE/SKATES
PARK RECREATION	PROFESSIONAL SERVICES	0000060293	169.24	PRINTING/POSTAGE/SKATES
PARK RECREATION	POSTAGE	0000060293	144.67	PRINTING/POSTAGE/SKATES
PARK RECREATION	PRINTING & BINDING	0000060293	506.98	PRINTING/POSTAGE/SKATES
PARK RECREATION	OPERATING SUPPLIES	0000060293	788.55	PRINTING/POSTAGE/SKATES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000060293	37.98	PRINTING/POSTAGE/SKATES
PARK RECREATION	OPERATING SUPPLIES	0000060293	425.49	PRINTING/POSTAGE/SKATES
PARK RECREATION	LARSON REC COMPLEX RESALE	0000060293	81.80	PRINTING/POSTAGE/SKATES
PARK RECREATION	OPERATING SUPPLIES	0000060552	129.48	ERRONIOUS CHARGE
POLICE	OPERATING SUPPLIES	0000060347	177.17	SUPPLIES
POLICE	POSTAGE	0000060347	173.40	SUPPLIES
POLICE	TRAVEL & SUBSISTENCE /NON-ED	0000060347	418.64	SUPPLIES
FIRE	OPERATING SUPPLIES	0000060522	39.92	MISC SUPPLIES
FIRE	OPERATING SUPPLIES	0000060524	86.18	MISC SUPPLIES
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000060293	482.74	PRINTING/POSTAGE/SKATES



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CITY OF MOSES LAKE  
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COUNCIL MEETING OF  
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
STERLING SAVINGS BANK	00007077			
GRANTS AND DONATIONS	MINOR EQUIPMENT < \$5000	0000060347	1,882.89	SUPPLIES
PATHS & TRAILS	TRAVEL & SUBSISTENCE /NON-ED	0000060293	117.74	PRINTING/POSTAGE/SKATES
PATHS & TRAILS	MISCELLANEOUS (NOT LISTED BE	0000060293	5.63	PRINTING/POSTAGE/SKATES
WATER	TRAVEL & SUBSISTENCE /NON-ED	0000060529	9.59	SUPPLIES/T & S
SEWER/BILLING	OPERATING SUPPLIES	0000060522	19.80	MISC SUPPLIES
AMBULANCE SERVICE	POSTAGE	0000060522	4.00	MISC SUPPLIES
AMBULANCE SERVICE	OPERATING SUPPLIES	0000060524	196.09	MISC SUPPLIES
CENTRAL SERVICES	OPERATING SUPPLIES	0000060522	38.94	MISC SUPPLIES
CENTRAL SERVICES	SMALL EQUIPMENT < \$1000	0000060522	3,772.57	MISC SUPPLIES
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000060347	137.45	SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000060529	500.50	SUPPLIES/T & S
CIVIC CENTER	OFFICE FURNITURE & EQUIP	0000060293	1,458.30	PRINTING/POSTAGE/SKATES
CIVIC CENTER	MINOR EQUIPMENT < \$5000	0000060522	206.77	MISC SUPPLIES

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TOTAL:	16,929.80
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REPORT TOTAL:	24,057.73
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TIME 13:39:00

TOTALS PAGE  
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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
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TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	9,028.42
103	GRANTS AND DONATIONS	2,365.63
114	PATHS & TRAILS	123.37
116	STREET	33.98
410	WATER/SEWER	1,569.29
477	WATER SEWER CONSTRUCTION	14.00
490	SANITATION FUND	353.66
493	STORM WATER	176.26
498	AMBULANCE SERVICE FUND	297.32
517	CENTRAL SERVICES	3,811.51
519	EQUIPMENT RENTAL	137.45
528	BUILD MAINTENANCE	6,146.84
	TOTAL	24,057.73

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

CORRECT AMOUNT TO BE PAID .....

\*\*\*\*\*  
\* 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 \$24,057.73 THIS 20TH DAY OF DECEMBER, 2011 \*  
\* \*  
\* ..... \*  
\* COUNCIL MEMBER COUNCIL MEMBER \*  
\* \*  
\* ..... \*  
\* COUNCIL MEMBER FINANCE DIRECTOR \*  
\*\*\*\*\*

DATE 12/16/11  
TIME 09:11:46

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
12/20/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
A & H PRINTERS	00000001			
PARK RECREATION	PRINTING & BINDING	0000060268	204.90	FLYERS
PARK RECREATION	PRINTING & BINDING	0000060268	133.12	FLYERS
POLICE	PRINTING & BINDING	0000060339	39.38	PRINTING
		TOTAL:	377.40	
AAA READYMIX INC	00000027			
WATER	OPERATING SUPPLIES	0000060147	172.10	MISC CONCRETE
		TOTAL:	172.10	
ACE HARDWARE	00006538			
PARK RECREATION	OPERATING SUPPLIES	0000060541	19.41	MISC SUPPLIES
		TOTAL:	19.41	
BASIN SEPTIC SERVICES	00000166			
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000060303	129.48	SEPTIC SERVICES
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000060303	32.37	SEPTIC SERVICES
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000060303	129.48	SEPTIC SERVICES
		TOTAL:	291.33	
BRANOM INSTRUMENT COMPANY	00004536			
SEWER	REPAIR & MAINT. EQUIP. (CONT	0000060207	350.68	MISC REPAIRS
		TOTAL:	350.68	
CASCADE FIRE CORPORATION	00003644			
FIRE	OPERATING SUPPLIES	0000060533	244.32	BOOT, SHIELDS
		TOTAL:	244.32	
CASCADE HEALTHCARE SERVICES	00005236			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000060534	132.10	ACLS PROVIDER CARD
		TOTAL:	132.10	
CEDAR STREET CLEANERS	00004655			
POLICE	OPERATING SUPPLIES	0000060340	704.34	UNIFORM MAINTENANCE
		TOTAL:	704.34	
CHASE PAYMENTECH-EFT	00004046			
WATER/BILLING	BANK CHARGES	0000060169	545.00	CREDIT CARD FEES
SEWER/BILLING	BANK CHARGES	0000060169	545.01	CREDIT CARD FEES
SANITATION FUND	BANK CHARGES	0000060169	545.00	CREDIT CARD FEES
		TOTAL:	1,635.01	

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
CITY OF MOSES LAKE	00008102			
PARK RECREATION	OPERATING SUPPLIES	0000060553	310.00	PERMIT
=====				
TOTAL:			310.00	
CIVICPLUS	00005608			
CENTRAL SERVICES	PROFESSIONAL SERVICES	0000060511	8,680.98	WEBSITE SETUP FEES
=====				
TOTAL:			8,680.98	
COLUMBIA BASIN MACHINE	00000211			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000059967	951.32	MODIFY SANDER BODIES
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000059967	851.40	MODIFY SANDER BODIES
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000059967	3,497.23	MODIFY SANDER BODIES
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000059967	825.44	MODIFY SANDER BODIES
=====				
TOTAL:			6,125.39	
COLUMBIA BASIN OFFICIALS ASSN	00005194			
PARK RECREATION	PROFESSIONAL SERVICES	0000060274	875.00	GIRLS BASKETBALL OFFICIALS
=====				
TOTAL:			875.00	
CONSOLIDATED ELECTRIC DIST	00000819			
PARK RECREATION	R&M-MAJOR PROJECTS	0000060543	204.89	MISC SUPPLIES
=====				
TOTAL:			204.89	
DB SECURE SHRED	00003144			
EXECUTIVE	PROFESSIONAL SERVICES	0000060527	13.77	REDORDS DESTRUCTION
FINANCE	PROFESSIONAL SERVICES	0000060527	13.78	REDORDS DESTRUCTION
POLICE	PROFESSIONAL SERVICES	0000060527	27.55	REDORDS DESTRUCTION
SEWER/BILLING	PROFESSIONAL SERVICES	0000060527	13.78	REDORDS DESTRUCTION
AMBULANCE SERVICE	PROFESSIONAL SERVICES	0000060527	27.55	REDORDS DESTRUCTION
=====				
TOTAL:			96.43	
DESERT GRAPHICS INC	00006564			
ENGINEERING	OPERATING SUPPLIES	0000060551	32.37	EMBROIDERY FEE
=====				
TOTAL:			32.37	
ECCENTRIC PUMPS LLC	00004178			
WATER	REPAIR AND MAINTENANCE SUPPL	0000060528	7,789.30	HOSE PUMP PACKAGES
=====				
TOTAL:			7,789.30	
FASTENAL COMPANY	00007372			

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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
PARK RECREATION	OPERATING SUPPLIES	0000060544	28.19	MISC SUPPLIES
=====				
TOTAL:			28.19	
FOOD SERVICES OF AMERICA	00007168			
PARK RECREATION	LARSON REC COMPLEX RESALE	0000060496	571.17	LRC CONCESSION RESALE
=====				
TOTAL:			571.17	
GATEWAY EDI	00004218			
AMBULANCE SERVICE	PROFESSIONAL SERVICES	0000060134	78.61	ELEC CLAIMS
=====				
TOTAL:			78.61	
INLAND PIPE & SUPPLY COMPANY	00003727			
PARK RECREATION	R&M-MAJOR PROJECTS	0000060538	261.59	MISC SUPPLIES
=====				
TOTAL:			261.59	
KERRI FENNER	00006163			
FIRE	TRAVEL & SUBSISTENCE /NON-ED	0000060525	23.04	REIMB MILEAGE
=====				
TOTAL:			23.04	
LAKE BOWL	00001109			
LEGISLATIVE	OPERATING SUPPLIES	0000060536	71.21	PLAQUE
=====				
TOTAL:			71.21	
LARSEN FIREARMS	00007933			
GRANTS AND DONATIONS	MINOR EQUIPMENT < \$5000	0000060364	1,827.29	TRT
=====				
TOTAL:			1,827.29	
MERCHANT SOLUTIONS - EFT	00005882			
FINANCE	BANK CHARGES	0000060184	58.64	CREDIT CARD FEES
COMMUNITY DEVELOPMEN	BANK CHARGES	0000060184	59.95	CREDIT CARD FEES
ENGINEERING	BANK CHARGES	0000060184	66.57	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000060184	90.37	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000060184	15.00	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000060184	74.80	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000060184	71.91	CREDIT CARD FEES
POLICE	BANK CHARGES	0000060184	19.75	CREDIT CARD FEES
AMBULANCE SERVICE	BANK CHARGES	0000060184	17.83	CREDIT CARD FEES
=====				
TOTAL:			474.82	
MICROFLEX INC	00005896			

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
12/20/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number P.O. Amount	Purpose of Purchase
FINANCE	MISCELLANEOUS (NOT LISTED BE	0000060176 37.43	TAX AUDIT PROGRAM
		TOTAL: 37.43	
MOSES LAKE BUSINESS ASSN	00005170		
PARK RECREATION	REGISTRATION & MEMBERSHIPS	0000060520 150.00	MEMBERSHIP
		TOTAL: 150.00	
MOSES LAKE STEEL SUPPLY	00001268		
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000060540 99.06	MISC SUPPLIES
		TOTAL: 99.06	
OXARC INC	00001412		
ENGINEERING	OPERATING SUPPLIES	0000060550 52.00	SAFETY JACKET
		TOTAL: 52.00	
PENHALLURICKS EXPRESS BUILDING	00006579		
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000060539 89.95	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000060539 42.12	MISC SUPPLIES
		TOTAL: 132.07	
PITNEY BOWES INC	00001508		
CENTRAL SERVICES	RENTAL/LEASE OTHER EQUIPMENT	0000060531 1,347.76	LEASE PYMT/POSTAGE MACH
		TOTAL: 1,347.76	
PLATT ELECTRIC COMPANY	00001549		
PARK RECREATION	R&M-MAJOR PROJECTS	0000060509 634.19	MISC SUPPLIES
		TOTAL: 634.19	
PROGRESSIVE MEDICAL INTL	00006656		
AMBULANCE SERVICE	OPERATING SUPPLIES	0000060535 447.81	MEDICAL SUPPLIES
		TOTAL: 447.81	
PUD OF GRANT COUNTY	00001501		
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000060182 1,381.10	ELEC SERV/ST LIGHTS/NOV
STREET	UTILITY EXPENSE / ELECTRICIT	0000060182 34,075.67	ELEC SERV/ST LIGHTS/NOV
		TOTAL: 35,456.77	
QCL INC	00006542		
EXECUTIVE	OPERATING SUPPLIES	0000060537 95.55	PRE-EMPLOY EXAMS
ENGINEERING	PROFESSIONAL SERVICES	0000060537 59.25	PRE-EMPLOY EXAMS
POLICE	PROFESSIONAL SERVICES	0000060537 118.50	PRE-EMPLOY EXAMS
		TOTAL: 273.30	
QUILL CORPORATION	00004811		

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XAPPRVD

CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
12/20/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
WATER	OFFICE SUPPLIES	0000060546	23.22	MISC SUPPLIES
SEWER	OFFICE SUPPLIES	0000060546	28.04	MISC SUPPLIES
WATER/BILLING	OPERATING SUPPLIES	0000060526	17.26	DESK SIGNS
SEWER/BILLING	OPERATING SUPPLIES	0000060526	17.25	DESK SIGNS
SANITATION FUND	OPERATING SUPPLIES	0000060526	17.25	DESK SIGNS
TOTAL:			103.02	
SHERWIN-WILLIAMS	00006229			
PARK RECREATION	OPERATING SUPPLIES	0000060542	17.33	MISC SUPPLIES
PARK RECREATION	R&M-MAJOR PROJECTS	0000060542	372.61	MISC SUPPLIES
TOTAL:			389.94	
SKAUG BROTHERS GLASS	00004842			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000060545	48.56	WINDSHIELD REPAIR
TOTAL:			48.56	
TREASURE VALLEY COFFEE	00007005			
FIRE	OPERATING SUPPLIES	0000060136	79.38	COFFEE
AMBULANCE SERVICE	OPERATING SUPPLIES	0000060136	79.38	COFFEE
TOTAL:			158.76	
UTIL UNDRGRND LOCATION CENTER	00004598			
STREET	MISCELLANEOUS (NOT LISTED BE	0000060100	32.00	UTILITY LOCATES
WATER	MISCELLANEOUS (NOT LISTED BE	0000060100	32.00	UTILITY LOCATES
SEWER	MISCELLANEOUS (NOT LISTED BE	0000060100	32.00	UTILITY LOCATES
TOTAL:			96.00	
UV DOCTOR LAMPS LLC	00006326			
SEWER	OPERATING SUPPLIES	0000060213	5,000.32	MISC SUPPLIES
TOTAL:			5,000.32	
WASH ASSN OF BUILD OFFICIALS	00002256			
COMMUNITY DEVELOPMEN	REGISTRATION & MEMBERSHIPS	0000060506	95.00	MYRE 2012 MEMBERSHIP
TOTAL:			95.00	
WASH ST DEPT OF AGRICULTURE	00005424			
STREET	REGISTRATION & MEMBERSHIPS	0000060547	33.00	PESTICIDE LIC RENEWALS
STORM WATER	REGISTRATION & MEMBERSHIPS	0000060547	33.00	PESTICIDE LIC RENEWALS

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
12/20/2011

NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	66.00	
WEST PAYMENT CENTER	00004968			
LEGAL/JUDICIAL	BOOKS /LESS \$100.00 TOTAL VA	0000060157	786.23	LEGAL BOOKS
=====				
		TOTAL:	786.23	
=====				
		REPORT TOTAL:	76,751.19	



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TOTALS PAGE  
XAPPRVD

CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
12/20/2011

TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	8,636.05
103	GRANTS AND DONATIONS	1,827.29
116	STREET	34,140.67
410	WATER/SEWER	14,565.96
490	SANITATION FUND	562.25
493	STORM WATER	33.00
498	AMBULANCE SERVICE FUND	783.28
517	CENTRAL SERVICES	10,028.74
519	EQUIPMENT RENTAL	6,173.95
	TOTAL	76,751.19

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

CORRECT AMOUNT TO BE PAID .....

\*\*\*\*\*  
\* 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 \$76,751.19 THIS 20TH DAY OF DECEMBER, 2011 \*  
\* \*  
\* ..... \*  
\* COUNCIL MEMBER COUNCIL MEMBER \*  
\* \*  
\* ..... \*  
\* COUNCIL MEMBER FINANCE DIRECTOR \*  
\*\*\*\*\*



December 12, 2011

TO: Council Members  
FROM: Mayor Jon Lane  
RE: Reappointment to the Planning Commission

I have received a letter requesting reappointment to the Planning Commission from Mr. Charles Hepburn.

It is my intention to honor this request at the December 22, 2011, Council meeting.

If you have any comments for or against this reappointment please contact me prior to Tuesday's meeting. I have included the letter for your review.

JML:sg

cc: City Manager

Charles Hepburn  
3851 Broadway Ext. N.E.  
Moses Lake Wa. 98837

City of Moses Lake  
Mayors Office  
401 S. Balsam  
Moses Lake Wa. 98837

Dear Mr. Mayor,

For several years I have been gratified by participating on the Moses Lake Planning Commission, Yet still, the level of interest for me has not diminished. Therefore I am requesting to be allowed to continue to serve on the Planning Commissioners Board for another term. Thank you for considering me for this position and allowing me the opportunity to seve my community.

Respectfully Yours,  
Charles Hepburn

December 16, 2011

TO: City Manager for Council Consideration  
FROM: Finance Director  
SUBJECT: Ordinance - Amend 2011 Budget - 2nd Reading

Attached for Council consideration is an ordinance which amends the 2011 Budget.

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

Respectfully submitted

A handwritten signature in cursive script, reading "Ronald R. Cone".

Ronald R. Cone, CPA, CGFM  
Finance Director

RRC:jt

AN ORDINANCE AMENDING THE 2011 BUDGET  
FOR THE CITY OF MOSES LAKE, WASHINGTON

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

**SECTION 1. GENERAL FUND 000:**

Revenue:

Additions:

1. \$18,000 to Transfer in from G. O. B Fund
2. \$ 4,000 to Transfer in from Grants & Donations Fund

Expenditures:

Additions:

Miscellaneous Services:

1. \$14,000 to Election Costs
2. \$ 2,600 to Ending Fund Balance
3. \$ 5,400 to Transfer to Ambulance Fund

Expenditure Budget	Additions	Deductions	Amended Budget
\$22,957,100	\$22,000	\$ -0-	\$22,979,100

**SECTION 2. GRANTS AND DONATIONS FUND 103:**

Expenditures:

Additions:

1. \$60,000 to Salaries & Benefits
2. \$11,000 to Minor Equipment
3. \$ 4,000 to Registration & Memberships
4. \$ 2,500 to Repairs & Maintenance Contracted
5. \$ 4,000 to Small Equipment
6. \$ 4,000 to Transfer to General Fund

Deductions:

1. \$85,500 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$372,400	\$85,500	\$85,500	\$372,400

**SECTION 3. PATHS & TRAILS FUND 114:**

Expenditures:

Additions:

1. \$ 1,000 to Operating Supplies
2. \$17,000 to Professional Services
3. \$ 1,000 to Registration & Memberships
4. \$ 2,000 to Travel & Subsistence

Deductions:

1. \$21,000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$250,000	\$21,000	\$21,000	\$250,000

**SECTION 4. STREET FUND 116:**

Revenue:

Additions:

1. \$ 21,200 to Reimburse Road & Maintenance Sr.
2. \$175,600 to State Entitlement, Impact & Motor Vehicle Fuel Tax
3. \$266,800 to Transfer In from Building Maintenance

Expenditures:

Additions:

115 Streets Parks Department

1. \$ 10,400 to Reimbursable Labor Costs
2. \$ 30,000 to Utility Expense Water Sewer Gas

116 Street Department

1. \$266,800 to Improvements Other Than Building
2. \$ 500 to Miscellaneous
3. \$ 500 to Operating Supplies
4. \$ 1,000 to Professional Services
5. \$130,600 to Reimbursable Labor Costs
6. \$ 21,100 to Repair & Maintenance Other Contracted
7. \$ 1,000 to Small Equipment
8. \$ 500 to Taxes and Assessments
9. \$ 1,200 to Telephone

Expenditure Budget	Additions	Deductions	Amended Budget
\$1,731,200	\$463,600	\$ -0-	\$2,194,800

**SECTION 5. PARKS FEES FUND 150:**

Revenue:

Deductions:

1. \$ 20,800 from Beginning Fund Balance
2. \$ 20,000 from Mitigation Fees

Expenditures:

Additions:

1. \$294,000 to Transfer to Parks Mitigation Capital Project Fund

Deductions:

1. \$ 35,000 from Improvements Other Than Building
2. \$299,800 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$334,800	\$294,000	\$334,800	\$294,000

**SECTION 6. BASIN HOMES BLOCK GRANT FUND 197:**

Revenue:

Additions:

1. \$ 1,000 to Beginning Fund Balance

Expenditures:

Additions:

1. \$98,000 to Transfer to Parks & Recreation Improvement Fund

Deductions:

1. \$97,000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$97,500	\$98,000	\$97,000	\$98,500

**SECTION 7. EQUIPMENT LEASES FUND 275:**

This is an unbudgeted debt service fund and is included as an estimation for reference only.

Expenditures:

Additions:

1. \$ 300 to Interest on Capital Lease
2. \$1,000 to Principal on Capital Lease

Deductions:

1. \$1,300 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$50,400	\$1,300	\$1,300	\$50,400

**SECTION 8. CENTRAL DRIVE LID #58 FUND 283:**

This is an unbudgeted debt service fund and is included as an estimation for reference only.

Revenue:

Additions:

1. \$18,000 to LID Principal

Expenditures:

Additions:

1. \$18,000 to Transfer to General Fund

Expenditure Budget	Additions	Deductions	Amended Budget
\$28,500	\$18,000	\$ -0-	\$46,500

**SECTION 9. 2002 REFUNDING BONDS FUND 285:**

This is an unbudgeted debt service fund and is included as an estimation for reference only.  
expenditures:

Additions:

1. \$100 to Interest
2. \$300 to Other Debt Service Costs

Deductions:

1. \$400 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$315,000	\$400	\$400	\$315,000

**SECTION 10. PARK & RECREATION IMPROVEMENT FUND 314:**

Revenue:

Additions:

1. \$98,000 Transfer In from Basin Homes Block Grant Fund 197

Expenditure:

Additions:

1. \$98,000 to Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$89,800	\$98,000	\$ -0-	\$187,800

**SECTION 10. PARK MITIGATION CAPITAL PROJECTS FUND 315:**

Revenue:

Additions:

1. \$314,800 to Beginning Fund Balance
2. \$294,000 to Equity Transfer Out
3. \$ 20,000 to Mitigation Fees

Expenditure:

Additions:

1. \$593,800 to Ending Fund Balance
2. \$ 35,000 to Improvements Other Than Building

Expenditure Budget	Additions	Deductions	Amended Budget
\$ -0-	\$628,800	\$ -0-	\$628,800

**SECTION 11. WATER/SEWER FUND 410:**

Revenue:

Additions:

1. \$ 119,400 to Transfer In From Building Maintenance Fund 528



Expenditures:

Additions:

Water

1. \$ 10,000 to Repair and Maintenance Supplies
2. \$ 30,000 to Taxes and Assessments
3. \$ 50,000 to Expenses / Electricity

Water Billing

1. \$ 350,000 to Interfund Debt Issued
2. \$ 952,500 to Transfer to Water/Sewer Construction
3. \$ 26,800 to Transfer to Revenue Bond Funds
4. \$ 283,800 to Transfer to 2011 Bond Reserve

Sewer Billing

1. \$ 26,800 to Transfer to Revenue Bond Funds
2. \$ 283,800 to Transfer to 2011 Bond Reserve

Deductions:

Water Billing

1. \$ 846,800 from Ending Fund Balance

Sewer Billing

1. \$1,047,500 from Transfer from Water/Sewer Construction

Expenditure Budget	Additions	Deductions	Amended Budget
\$21,759,000	\$2,013,700	\$1,894,300	\$21,878,400

**SECTION 12. 2011 BOND ACCOUNT 450:**

This is an unbudgeted debt service account and is included as an estimation for reference only.

Revenue:

Additions:

1. \$26,800 to Transfer In From Water Billing
2. \$26,800 to Transfer In From Sewer Billing

Expenditures:

Additions:

1. \$53,600 to Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$ -0-	\$53,600	\$ -0-	\$53,600

**SECTION 13. 2011 BOND RESERVE ACCOUNT 451:**

This is an unbudgeted debt service account and is included as an estimation for reference only.

Revenue:

Additions:

1. \$283,800 Transfer In From Water Billing
2. \$283,800 Transfer In From Sewer Billing

Expenditures:

Additions:

1. \$567,600 to Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$ -0-	\$567,600	\$ -0-	\$567,600

**SECTION 14. WATER/SEWER CONSTRUCTION ACCOUNT 477:**

Revenue:

Deductions:

1. \$95,000 from Transfers in from Water and Sewer Billing

Expenditures:

Deductions:

1. \$95,000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$9,219,300	\$ -0-	\$95,000	\$9,124,300

**SECTION 15. G. O. B. 2006 BOND REDEMPTION ACCOUNT 486:**

This is an unbudgeted debt service account and is included as an estimation for reference only.

Expenditures:

Additions:

1. \$100 to Other Debt Service Costs

Deductions:

1. \$100 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$77,500	\$100	\$100	\$77,500

**SECTION 16. SANITATION FUND 490:**

Revenue:

Additions:

1. \$ 40,000 to Garbage Charges
2. \$ 70,000 to Recyclable Material Sales

Expenditures:

Additions:

1. \$ 3,000 to Bank Charges
2. \$500,000 to Garbage Contract
3. \$ 35,000 to Land Fill Dumping Fees
4. \$ 20,000 to Taxes and Assessments

Deductions:

1. \$448,0000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$3,215,200	\$558,000	\$448,000	\$3,325,200

**SECTION 17. AIRPORT FUND 495:**

Expenditures:

Additions:

1. \$20,700 to Improvements Other Than Building
2. \$ 3,400 to Minor Equipment
3. \$ 2,000 to Reimbursable Labor
4. \$ 500 to Taxes and Assessments
5. \$ 1,300 to Utility Expense - Water/Sewer/Garbage

Deductions:

1. \$27,900 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$102,700	\$27,900	\$27,900	\$102,700

**SECTION 18. AMBULANCE SERVICE FUND 498:**

Revenue:

Additions:

1. \$110,000 to Ambulance Fees

Expenditures:

Additions:

1. \$ 70,000 to Salaries and Benefits
2. \$ 5,000 to Postage
3. \$ 10,000 to Professional Services
4. \$ 25,000 to Reimbursable Labor

Expenditure Budget	Additions	Deductions	Amended Budget
\$2,505,300	\$110,000	\$ -0-	\$2,615,300

**SECTION 19. SELF-INSURANCE FUND 503:**

Expenditures:

Additions:

1. \$30,000 to Judgements and Damages

Deductions:

1. \$30,000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$1,059,400	\$30,000	\$30,000	\$1,059,400

**SECTION 20. CENTRAL SERVICES FUND 517:**

Revenue:

Additions:

1. \$139,500 to Transfers from Building Maintenance
2. \$ 9,000 to Beginning Fund Balance

Expenditures:

Additions:

1. \$222,400 to Machinery & Equipment
2. \$ 27,000 to Minor Equipment

Deductions:

1. \$100,900 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$620,900	\$249,400	\$100,900	\$769,400

**SECTION 21. BUILDING MAINTENANCE FUND 528:**

Revenue:

Additions:

1. \$1,500,000 to Interfund Loan Proceeds
2. \$ 798,600 to Beginning Fund Balance

Expenditures:

Additions:

1. \$ 41,800 to Interest on G. O. Debt
2. \$1,587,900 to Building Construction
3. \$ 5,000 to Improvements Other Than Building
4. \$ 10,000 to Machinery & Equipment
5. \$ 130,000 to Minor Equipment
6. \$ 40,000 to Reimbursable Labor
7. \$ 266,800 to Transfer to Street Fund
8. \$ 56,200 to Transfer to Water/Sewer Fund - Water Department
9. \$ 63,200 to Transfer to Water/Sewer Fund - Sewer Department
10. \$ 139,500 to Transfer to Central Services

Deductions:

1. \$41,800 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$7,320,600	\$2,340,400	\$41,800	\$9,619,200

**SECTION 22. FIREMAN'S PENSION FUND 627:**

Revenue:

Additions:

1. \$389,000 to Beginning Fund Balance
2. \$ 6,000 to Interest Income

Expenditures:

Additions:

1. \$ 10,000 to Direct Medical Payments
2. \$ 25,000 to Medical Insurance
3. \$360,000 to Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$238,700	\$395,000	\$ -0-	\$633,700

**SECTION 23.** All Ending Fund Balances which are included in the preceding budgets which require appropriation by the City Council are appropriated to specific expenditure categories by the City Council as set forth in this ordinance. As Ending Fund Balances are appropriated for expenditures they are shown as both additions and deductions to the respective budgets. However, in this ordinance they may be shown as a net change to the Ending Fund Balance.

**SECTION 24.** This ordinance shall take effect and be in force five (5) days after its passage and publication as provided by law.

Adopted by the City Council and signed by its Mayor on December 22, 2011.

\_\_\_\_\_  
Jon Lane, Mayor

ATTEST:

\_\_\_\_\_  
Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

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

December 19, 2011

TO: City Manager for Council Consideration  
FROM: Finance Director  
SUBJECT: Ordinance - Amend 2011 Budget - Single Reading

Attached is an ordinance which amends the 2011 Budget.

The ordinance is presented for Council consideration. The Council should declare an emergency and adopt this ordinance on a single reading.

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Ronald R. Cone".

Ronald R. Cone, CPA and CGFM  
Finance Director

RRC:jt

ORDINANCE NO. 2638

AN ORDINANCE AMENDING THE 2011 BUDGET  
FOR THE CITY OF MOSES LAKE, WASHINGTON

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

**SECTION 1. TOURISM ACTIVITIES 102:**

Expenditures:

Additions:

1. \$ 8,000 to Operating Supplies
2. \$ 1,000 to Minor Equipment

Deductions:

1. \$ 9,000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$432,500	\$9,000	\$9,000	\$432,500

**SECTION 2. GRANTS AND DONATIONS FUND 103:**

Revenues:

Additions:

1. \$13,000 to Criminal Justice (CITT)
2. \$ 2,000 to Operating Grant - Police
3. \$ 6,000 to Private Contributions

Expenditures:

Additions:

1. \$ 13,000 to Machinery and Equipment
2. \$ 4,000 to Minor Equipment
3. \$ 4,000 to Professional Services

Expenditure Budget	Additions	Deductions	Amended Budget
\$372,400	\$21,000	\$ - 0-	\$393,400

**SECTION 3. EQUIPMENT LEASES FUND 275:**

This is an unbudgeted debt service fund and is included as an estimation for reference only.

Expenditures:

Additions:

1. \$ 500 to Principal on Capital Lease

Deductions:

1. \$ 500 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$50,400	\$ 500	\$ 500	\$50,400

**SECTION 4. AMBULANCE SERVICE FUND 498:**

Revenue:

Additions:

1. \$62,900 to Ambulance Fees

Expenditures:

Additions:

1. \$ 1,900 to Interest Interfund Debt
2. \$ 39,000 to Interfund Debt Payment
3. \$ 7,000 to Reimbursable Labor Costs
4. \$ 15,000 to Taxes and Assessments

Expenditure Budget	Additions	Deductions	Amended Budget
\$2,615,300	\$ 62,900	\$ -0-	\$2,678,200

**SECTION 5. SELF-INSURANCE FUND 503:**

Expenditures:

Additions:

1. \$30,000 to Judgements and Damages

Deductions:

1. \$30,000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$1,059,400	\$30,000	\$30,000	\$1,059,400

**SECTION 6. EQUIPMENT RENTAL FUND 519:**

Expenditures:

Additions:

1. \$ 100,000 to Machinery and Equipment

Deductions:

1. \$ 100,000 from Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$4,103,000	\$ 100,000	\$100,000	\$4,103,000

**SECTION 7. BUILDING MAINTENANCE FUND 528:**

Expenditures:

Additions:

1. \$700,000 to Building



2. \$ 20,000 to Reimburseable Labor

Deductions:

1. \$ 720,000 to Ending Fund Balance

Expenditure Budget	Additions	Deductions	Amended Budget
\$9,619,200	\$720,000	\$720,000	\$9,619,200

**SECTION 8.** All Ending Fund Balances which are included in the preceding budgets which require appropriation by the City Council are appropriated to specific expenditure categories by the City Council as set forth in this ordinance. As Ending Fund Balances are appropriated for expenditures they are shown as both additions and deductions to the respective budgets. However, in this ordinance they may be shown as a net change to the Ending Fund Balance.

**SECTION 9.** The City Council declares that an emergency exists and this ordinance is deemed a public emergency ordinance necessary for the protection of public health, public safety, public property, or public peace and shall take effect immediately as provided by law upon one reading if a majority plus one of the whole membership of the City Council vote in favor of passage.

Adopted by the City Council and signed by its Mayor on December 22, 2011.

\_\_\_\_\_  
Jon Lane, Mayor

ATTEST:

\_\_\_\_\_  
Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

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



December 16, 2011

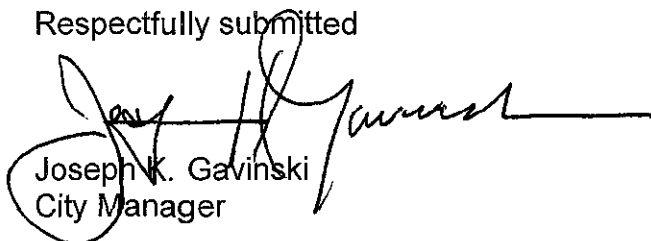
Honorable Mayor and  
Moses Lake City Council

Dear Council Members

Attached is an ordinance granting U. S. Sprint Communications Co. a 25 year franchise beginning in 2012 and extending through December 23, 2037.

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

Respectfully submitted



Joseph K. Gavinski  
City Manager

JKG:jt

ORDINANCE NO. 2639

AN 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

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

Section 1. Location of Franchise: US Sprint, a New York General Partnership (Grantee), is granted the right, privilege and franchise to construct a buried communication system, sometimes referred to herein as "facilities", which has been approved by the City of Moses Lake as to location along and under the public right-of-ways of said City; to operate and maintain the communication system and to provide perpetual maintenance of the portions of the right-of-ways disturbed by construction and maintenance of the said system. This franchise is a non-exclusive grant.

Section 2. Term: The rights, privileges, and franchise hereby granted to and conferred upon the Grantee shall, unless this franchise be sooner terminated, extend until 11:59 p.m. on December 23, 2037, a period of twenty-five (25) years from the expiration of the previous grant of franchise set forth in City of Moses Lake Ordinance No. 1298, and the Grantee shall, within thirty (30) days after the date of the passing of this ordinance, file with the Finance Director, its written acceptance of all terms and conditions of this ordinance, and if such acceptance is not filed as herein provided, this ordinance shall be null and void in all respects as if never passed.

Section 3. Assignment: The rights granted by this ordinance inure to the benefit of the Grantee, and any parent, subsidiary, affiliate, or any successor entity now or hereafter existing. The rights shall not be assignable without the express written consent of the governing body of the City of Moses Lake, except Grantee may assign its rights under this ordinance to a parent, subsidiary, affiliate, or successor entity without such consent so long as (1) such parent, subsidiary, affiliate, or successor entity assumes all obligations of Grantee hereunder, (2) is bound to the same extent as Grantee hereunder, and (3) notice of such assignment is transmitted to the City of Moses Lake at least thirty (30) days prior to its effective date. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the City that fully recites the terms and conditions, if any, upon which consent is given.

Section 4. Contractual Relationships: This ordinance and written acceptance thereof by the Grantee shall constitute the contract between the City of Moses Lake and the Grantee and the same shall be binding upon and inure to the benefit of the Grantee, its successors and assigns, under the conditions herein imposed.

Section 5. Non-Interference: All facilities of the Grantee shall be placed in such a manner as not to interfere with any present public or private irrigation or drain ditches, drains, sewers, water mains, conduits, sidewalks, paving, curbs, gutters, signs, landscaping, or other public improvements, and all repairs thereto or replacements required shall be accomplished as provided in Section 5. The City of Moses Lake reserves the right to construct, change, or repair any public improvements, and to change the grades of any streets, alleys, or sidewalks; written notice of such intention to change any streets, alleys, or sidewalks, where any part or parts of the communication system of the Grantee may be involved, shall be first given the Grantee, and if any changes or repairs are required, the Grantee shall, at its own expense, lower, change, or alter its facilities as necessary, and in accordance with the standard engineering practice and any regulations pertaining thereto; and, the Grantee shall not interfere with the conduits, water lines, drains, sewers, sidewalks, paving, or other public utilities or City operated utilities therein. No pipe or conduit shall be laid closer than two feet (2') to any water main or other pipe or conduit of other utilities, except by written permission of the City.

Section 6. Hold Harmless: All earth, materials, sidewalks, paving, crossings, or improvements of any kind, disturbed, injured, or removed by the Grantee shall be fully repaired or replaced promptly by the Grantee, and the Grantee shall protect and save the City harmless for any loss or damages thereon. The Grantee shall further be required to conform to any ordinance of the City of Moses Lake with reference to cutting any streets or sidewalks and the replacement thereof. Repairs, replacement, or maintenance of City owned facilities within the right-of-way necessitated because of the disturbance thereof shall be the responsibility of the Grantee to repair, replace, or maintain during the term of this franchise.

**Section 7. Maps and Records:** The Grantee shall at all times keep maps and records showing the locations and sizes of all facilities placed by it or owned by it in the City, and such maps and records shall be furnished to the officials of the City of Moses Lake at all reasonable times. The Grantee shall provide a location service or contract with some local utility to provide local utilities and excavators with the location in the field of its buried cables upon request. This location service provided by the Grantee shall have a twenty-four (24) hour telephone number answering service and be available for emergency location seven (7) days per week in the field. Emergency locate service is defined as being able to locate buried utility facilities within four (4) hours after receiving a request.

**Section 8. Reasonable Rules:** The Grantee, its successors and assigns, may make such reasonable rules and regulations for the protection of its property for the service and charges to its customers, for the prevention of loss and waste, for safety purposes, for the conduct and operation of its business as may be advisable or necessary from time to time, all in accordance herewith and in conformity with existing laws and regulations.

**Section 9. Default and Forfeiture:** In case of failure on the part of the Grantee, its successors or assigns, to comply with any of the provisions of this ordinance, or if the Grantee, its successors or assigns, do or cause to be done, any act or thing prohibited by or in violation of the terms of this ordinance, the Grantee, its successors or assigns, shall forfeit all rights and privileges granted by this ordinance, and all rights thereunder shall cease; provided that such forfeiture shall not occur nor take effect until the City of Moses Lake shall carry out the following proceedings:

- A. Before the City may proceed to forfeit this franchise, it shall serve, by certified mail, at the last address provided by the Grantee, a written notice upon the Grantee, its successors or assigns, setting forth clearly and in detail the failure or violation complained of and the Grantee, its successors or assigns, shall have ninety (90) days thereafter in which to comply with the conditions of this franchise.
- B. If such failure or violation continues beyond said ninety (90) days, then the City Council of the City of Moses Lake, at its sole discretion, shall have the right to forthwith determine that this franchise is forfeited. Said determination shall be made, however, only upon proof established to the satisfaction of the City Council.
- C. Provided, however, that such failure or default or violation, shall not constitute grounds for forfeiting of this franchise if due materially, substantially and reasonably to acts of God, fire, flood, storm or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war or war preparation induced conditions or bona fide legal proceedings beyond the control of the Grantee, its successors or assigns.

**Section 10. Liability and Indemnification:** The Grantee, by its use of this right and privilege, covenants and agrees with the City to at all times protect and save harmless the City from all claims, accidents, suits, liability, loss, expense or damage of any kind and description which may accrue to or be suffered by any person or persons, firm, corporation or to any building for any damage arising out of the ownership, excavation, installation, construction, repair or operation of said system or any act done by the Grantee under this right and privilege. Notwithstanding the above, Grantee shall not hold the City harmless from any claims, accidents, suits, liability, loss, expense, or damage as a result of the negligent acts or omissions of the City, its employees, agents, or contractors.

The Grantee further agrees as follows:

- A. Grantee shall carry comprehensive general liability and comprehensive automobile liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000) per occurrence, and property damage limits of not less than one million dollars (\$1,000,000).
- B. Grantee's Comprehensive General Liability and Comprehensive Automobile Liability Insurance shall be written by an insurance company with a Best B+ rating or higher and be qualified to do business in the State of Washington. Grantee agrees to furnish the City with certified copies of Certificates of Insurance of said policies, which shall provide that insurance shall not be canceled unless thirty (30) days prior written notice shall first be given to the City.

- C. The City has the right to adjust the limits of insurance every five (5) years to maintain coverage within a direct ratio with any inflationary changes in the economy.

Section 11. Taxes and Fees: The Grantee shall, during each year of operation under this franchise, pay to the City the utility tax in accordance with the City of Moses Lake's Municipal Code Title 3, now existing or hereafter amended, if applicable. The Grantee will supply an annual statement of revenues received from any service provided by them within the city limits of Moses Lake.

Section 12. Severability: In the event that any sentence, clause, paragraph, or section of this ordinance be held void by any court, it shall not affect the balance thereof, and this ordinance shall become effective upon passage and approval by the City of Moses Lake and its acceptance in writing by US Sprint which acceptance must be filed within thirty (30) days after the passage and approval by the City Council of the City of Moses Lake, Washington.

Adopted by the City Council and signed by its Mayor on December 22, 2011

ATTEST:

\_\_\_\_\_  
Jon Lane, Mayor

\_\_\_\_\_  
Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

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

December 16, 2011

TO: City Manager for Council Consideration  
FROM: Finance Director  
SUBJECT: Ordinance - Garbage Collection - 2<sup>nd</sup> Reading

Attached is a proposed ordinance which establishes a rate for a 4 yard dumpster one time a week.

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

Respectfully submitted

A handwritten signature in black ink, appearing to read "Ronald R. Cone". The signature is fluid and cursive, with the first name "Ronald" being the most prominent part.

Ronald R. Cone, CPA, CGFM  
Finance Director

RRC:jt

ORDINANCE NO. 2640

AN ORDINANCE ESTABLISHING CHARGES FOR GARBAGE  
COLLECTION

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

Section 1. Beginning with billings after January 1, 2012, charges for categories of garbage collection shall be in accordance with the fee schedule set out in Schedule A, which is attached to this ordinance and by this reference incorporated within the ordinance.

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 December 22, 2011.

\_\_\_\_\_  
Jon Lane, Mayor

ATTEST:

\_\_\_\_\_  
Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

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

# Schedule A

<u>Codes</u>	<u>Description</u>	<u>New Schedule A</u>	<u>Prior Rates Schedule A</u>
Code	Garbage Tags	2.50	2.50
GB005A	Residential 1st 96 Gallon Cart	25.00	25.00
GB006A	Residential 1st 64 Gallon Cart	18.50	18.50
GB007A	Residential 1st 48 Gallon Cart	13.00	13.00
GB010A	Residential 2nd 96 Gallon Cart	25.00	25.00
GB011A	Residential 2nd 64 Gallon Cart	18.50	18.50
GB012A	Residential 2nd 48 Gallon Cart	13.00	13.00
GB015A	Senior 1st 96 Gallon Cart	12.50	12.50
GB016A	Senior 1st 64 Gallon Cart	9.25	9.25
GB017A	Senior 1st 48 Gallon Cart	6.50	6.50
GB020A	Senior 2nd 96 Gallon Cart	12.50	12.50
GB021A	Senior 2nd 64 Gallon Cart	9.25	9.25
GB022A	Senior 2nd 48 Gallon Cart	6.50	6.50
GB025A	Delivery 2nd Cart	5.00	5.00
GB030A	Pickup 2nd Cart	10.00	10.00
GB035A	Duplex 1 Meter 2 Carts	21.00	21.00
GB040A	Duplex 1 Meter 1 Cart	11.90	11.90
GB105A	1 Can 1 Time a Week	9.85	9.85
GB110A	1 Can 2 Times a Week	15.90	15.90
GB120A	2 Cans 1 Time a Week	14.60	14.60
GB125A	3 Cans 1 Time a Week	19.75	19.75
GB130A	4 Cans 1 Time a Week	24.85	24.85
GB140A	5 Cans 1 Time a Week	30.00	30.00
GB145A	6 Cans 1 Time a Week	35.15	35.15
GB155A	Commercial 65 Gallon Cart 1 Time a Week	15.50	15.50
GB160A	Commercial 65 Gallon Cart 2 Times a Week	25.50	25.50
GB165A	Commercial 95 Gallon Cart 1 Time a Week	20.50	20.50
GB170A	Commercial 95 Gallon Cart 2 Times a Week	35.75	35.75
GB175A	Commercial 95 Gallon Cart Extra Pickup	10.50	10.50
GB200A	1 Yard Dumpster 1 Time a Week	33.15	33.15
GB210A	1 Yard Dumpster 2 Times a Week	58.65	58.65
GB215A	1 Yard Dumpster 3 Times a Week	83.20	83.20
GB218A	1 Yard Dumpster 5 Times a Week	110.50	110.50
GB220A	Extra Pickup 1 Yard Dumpster	42.08	42.08
GB225A	1.5 Yard Dumpster 1 Time a Week	45.35	45.35
GB230A	1.5 Yard Dumpster 2 Times a Week	79.55	79.55
GB235A	1.5 Yard Dumpster 3 Times a Week	113.85	113.85
GB240A	Extra Pickup 1.5 Yard Dumpster	42.93	42.93
GB245A	2 Yard Dumpster 1 Time a Week	54.60	54.60
GB250A	2 Yard Dumpster 2 Times a Week	95.50	95.50
GB255A	2 Yard Dumpster 3 Times a Week	136.75	136.75
GB260A	2 Yard Dumpster 4 Times a Week	178.40	178.40
GB265A	2 Yard Dumpster 5 Times a Week	221.40	221.40
GB270A	Extra Pickup 2 Yard Dumpster	43.78	43.78



## Schedule A

GB275A	3 Yard Dumpster 1 Time a Week	75.60	75.60
GB280A	3 Yard Dumpster 2 Times a Week	132.50	132.50
GB285A	3 Yard Dumpster 3 Times a Week	189.75	189.75
GB287A	3 Yard Dumpster 4 Times a Week	249.50	249.50
GB288A	3 Yard Dumpster 5 Times a Week	314.50	314.50
GB290A	Extra Pickup 3 Yard Dumpster	61.55	61.55
<b>GB295A</b>	<b>4 Yard Dumpster 1 Time a Week</b>	<b>94.05</b>	<b>101.95</b>
GB300A	4 Yard Dumpster 2 Times a Week	182.05	182.05
GB310A	4 Yard Dumpster 3 Times a Week	258.45	258.45
GB315A	4 Yard Dumpster 4 Times a Week	336.60	336.60
GB320A	4 Yard Dumpster 5 Times a Week	417.80	417.80
GB325A	Extra Pickup 4 Yard Dumpster	76.50	76.50
GB330A	6 Yard Dumpster 1 Time a Week	130.00	130.00
GB335A	6 Yard Dumpster 2 Times a Week	248.00	248.00
GB340A	6 Yard Dumpster 3 Times a Week	365.00	365.00
GB345A	6 Yard Dumpster 4 Times a Week	481.00	481.00
GB350A	6 Yard Dumpster 5 Times a Week	596.00	596.00
GB352A	Extra Pickup 6 Yard Dumpster	87.00	87.00
GB355A	8 Yard Dumpster 1 Time a Week	178.00	178.00
GB360A	8 Yard Dumpster 2 Times a Week	335.00	335.00
GB365A	8 Yard Dumpster 3 Times a Week	490.00	490.00
GB370A	8 Yard Dumpster 4 Times a Week	640.00	640.00
GB375A	8 Yard Dumpster 5 Times a Week	785.00	785.00
GB380A	Extra Pickup 8 Yard Dumpster	105.00	105.00
GB390A	Extra 1/2 Yard	5.95	5.95
GB395A	Extra Bag, Box or Bundle	2.31	2.31
GB405A	Temporary Delivery	20.00	20.00
GB420A	Temporary 2 Yard Dumpster	25.00	25.00
GB425A	Temporary 2 Yard Dumpster Rental	4.25	4.25
GB440A	Temporary 4 Yard Dumpster	40.00	40.00
GB445A	Temporary 4 Yard Dumpster Rental	6.80	6.80
GB460A	Temporary 6 Yard Dumpster	55.00	55.00
GB465A	Temporary 6 Yard Dumpster Rental	8.60	8.60
GB480A	Temporary 8 Yard Dumpster	70.40	70.40
GB485A	Temporary 8 Yard Dumpster Rental	10.40	10.40
GB505A	10 Yard Roll-off 1 Time a Month	305.00	305.00
GB510A	10 Yard Roll-off Extra Pickup	225.00	225.00
GB515A	10 Yard Roll-off 1 Time a Week	695.00	695.00
GB520A	20 Yard Roll-off 1 Time a Month	366.40	366.40
GB525A	20 Yard Roll-off Extra Pickup	261.50	261.50
GB530A	20 Yard Roll-off 1 Time a Week	799.35	799.35
GB535A	20 Yard Roll-off 2 Times a Month	520.75	520.75
GB540A	30 Yard Roll-off 1 Time a Month	440.75	440.75
GB545A	30 Yard Roll-off Extra Pickup	307.30	307.30
GB550A	30 Yard Roll-off 1 Time a Week	1,054.90	1,054.90
GB555A	30 Yard Roll-off 2 Times a Week	2,038.20	2,038.20
GB560A	30 Yard Roll-off 2 Times a Month	670.00	670.00
GB565A	40 Yard Roll-off 1 Time a Month	647.95	647.95
GB570A	40 Yard Roll-off Extra Pickup	350.85	350.85
GB575A	40 Yard Roll-off 1 Time a Week	1,185.95	1,185.95

## Schedule A

GB577A	40 Yard Roll-off 2 Times a Week	2,371.90	2,371.90
GB580A	Temporary Delivery	0.00	0.00
GB585A	Temporary Rent	0.00	0.00
GB595A	2 Yard Compactor 1 Time a Week	120.50	120.50
GB600A	2 Yard Compactor Extra Pickup	61.55	61.55
GB605A	10 to 15 Yard Compactor 1 Time a Week	839.80	839.80
GB610A	10 to 15 Yard Compactor 1 Time a Month	268.05	268.05
GB615A	10 to 15 Yard Compactor 2 Times a Month	485.95	485.95
GB620A	10 to 15 Yard Compactor Extra Pickup	250.40	250.40
GB625A	16 to 20 Yard Compactor 1 Time a Week	1,213.60	1,213.60
GB630A	16 to 20 Yard Compactor 1 Time a Month	334.10	334.10
GB635A	16 to 20 Yard Compactor Extra Pickup	307.10	307.10
GB640A	21 to 30 Yard Compactor 1 Time a Month	391.45	391.45
GB645A	21 to 30 Yard Compactor Extra Pickup	325.70	325.70
GB650A	21 to 30 Yard Turn Around 1 Time a Month	432.45	432.45
GB655A	21 to 30 Yard Turn Around Extra Pickup	366.70	366.70
GB660A	31 to 40 Yard Compactor 1 Time a Month	500.00	500.00
GB665A	31 to 40 Yard Compactor Extra Pickup	340.00	340.00
GB670A	30 Cans Downtown	34.70	34.70
GB710A	15 Minutes Manpower	11.65	11.65
GB720A	15 Minutes Truck	7.20	7.20
GB730A	Return Trip	10.00	10.00
RECRFN	Recycle Refund	As Available	As Available
RECPEN	Recycle Penalty	10.00	10.00

Nonconforming services will be billed at the nearest higher rate shown in the above schedule for the type of service rendered. Commercial accounts may pick any combination or quantity of services shown in the above and be billed on one account. Yardage or landfill charge - special service amount charged at landfill multiplied by 1.50.



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

## **EMS BILLING SERVICES AGREEMENT**

THIS AGREEMENT, dated as of December 5<sup>th</sup> 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 parties 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 parties' 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 \_\_\_\_\_

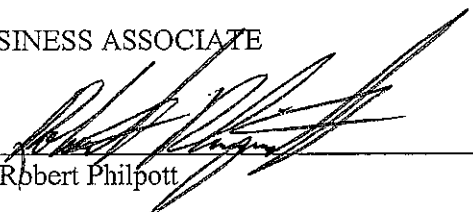
Date:

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	12.40.050	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 in B.O.T.	Tax #6026	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	\$10,665.00	\$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	\$20,742.66	\$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	13.08.100	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	2007	2000	2000	2000	2000	2006
Unit	FF	FF	LS	FF	FF	FF	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

Year	CPI	Wanapum, Lakeshore, Broadway	Road N Utility Project	Malaga St. (Water)	Broadway (Water)	Road L/Nelson Rd. (Water)	Yonezawa (Water)	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.	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	\$1,676.00
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	\$2,345.00	\$7,445.00	\$4,010.00	\$3,040.00	\$3,040.00	\$0.00	\$2,567.65	\$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	\$28.76	\$20.96	\$23.92	\$5,604.70	\$2,461.24	\$7,814.05	\$4,838.52	\$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	\$31.58	\$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	\$7.45	\$2,628.39	\$31.42	\$22.90	\$26.13	\$6,123.12	\$2,688.90	\$8,536.82	\$5,286.06	\$3,485.82	\$3,485.82	\$24.28	\$2,944.20	\$2,546.97	\$295.16	\$2,061.19
2010	1.20%	\$29.65	\$7.61	\$2,683.59	\$32.08	\$23.38	\$26.68	\$6,251.70	\$2,745.36	\$8,716.09	\$5,397.07	\$3,559.02	\$3,559.02	\$24.79	\$3,008.03	\$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	Moses Pointe E.T. 1995
Inception year		2002	2003	2003	2003	2003	2003	2007	2007	2008	2009	
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 #6026	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	\$1,631.17
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%	\$23.48	\$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	\$5,283.52	\$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	\$2,167.36	\$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	\$2,417.56	\$2,476.10	\$23.92	\$327.52	\$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	\$1,996.88