

MOSES LAKE CITY COUNCIL

Brent Reese
Jason Avila
Jon Lane

Bill Ecret
Mayor



Joseph K. Gavinski
City Manager

David Curnel
Karen Liebrecht
Dick Deane

September 11, 2012

AGENDA

Sophia Guerrero, Executive Secretary

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

1. Roll Call
2. Pledge of Allegiance
3. IDENTIFICATION OF CITIZENS WANTING TO DISCUSS AGENDA ITEMS
IDENTIFICATION OF CITIZENS WANTING TO DISCUSS NON-AGENDA ITEMS
4. PRESENTATIONS AND AWARDS - None
5. CONSENT AGENDA
 - A. Approval of Minutes - August 28, 2012
 - B. Approval of Bills and Checks Issued
 - C. Accept Work - Water Main Improvements - Atlantic Street
6. COMMISSION APPOINTMENTS
Tourism Commission - Appointment Request - Boetger
7. CONSIDERATION OF BIDS AND QUOTES - None
8. PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS - None
9. ORDINANCES AND RESOLUTIONS
 - A. Ordinance - Extending Moratorium on Medical Marijuana Collective Gardens - 2nd Reading
 - B. Ordinance - Amend MLMC 3.30 Utility Occupational Tax - 1st Reading
 - C. Ordinance - Amend MLMC 13.08 Water Sewer Connections - 1st Reading
 - D. Ordinance - Granting a Franchise to iFiber Communications - 1st Reading
 - E. Resolution - Request to Abandon Easement - 3428 Glenmoore - Connors
10. REQUEST TO CALL FOR BIDS - None
11. REFERRALS FROM COMMISSIONS - None
12. OTHER ITEMS FOR COUNCIL CONSIDERATION
 - A. Request to Connect to City Sewer - 1106 Arnold Dr. - Engelmann
 - B. Request to Connect to City Water - 9360 Beacon Rd NE - Sherman
13. NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS
14. COUNCIL QUESTIONS AND COMMENTS
15. CITY MANAGER REPORTS AND COMMENTS
 - A. Staff Reports
 1. Building Activity Report
 2. Investment Report
 3. Sales Tax/Transient Rental Income Report
 4. Future Water and Sewer Expenditures - Five Year Forecast

Finance
W. Robert
Taylor

Municipal Services
Gary Harer

Police Chief
Dean Mitchell

Parks & Recreation
Spencer Grigg

Fire Chief
Tom Taylor

Community Development
Gilbert Alvarado

City Attorney
Katherine L.
Kenison

MOSES LAKE CITY COUNCIL
August 28, 2012

DRAFT

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

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

PLEDGE OF ALLEGIANCE: John Campbell of Boy Scout Troop 35 led the Council in the pledge of allegiance.

PRESENTATIONS AND AWARDS - None

CONSENT AGENDA

Minutes: The minutes of the August 14 meeting were presented for approval.

Approval of Claims, Prepaid Claims, Checks, and Payroll: Vouchers audited and certified by the Finance Director as required by RCW 42.24.080, and those expense reimbursement claims, certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the Council for approval and is retained for public inspection at the Civic Center. As of August 28, 2012 the Council does approve for payment claims in the amount of \$1,536,708.19; prepaid claims in the amounts of \$41,663.28 and \$397,947.96; claim checks in the amount of \$2,852,983.18; and payroll in the amount of \$396,757.59.

Accept Work - Water Main Project 2012: Hurst Construction, LLC has completed work on the 2012 Watermain Project. The project included installing a new 12" water main in Randolph Road and Beacon Road and replacing the existing 6" steel water main with an 8" PVC water main along with the water meters and fire hydrants in portions of Alder Street and Third Avenue.

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

COMMISSION APPOINTMENTS

TOURISM COMMISSION

Mayor Ecret requested confirmation of the re-appointment of Debbie Doran-Martinez and the appointment of Marianne Kirwan to the Tourism Commission.

Action Taken: Mrs. Liebrecht moved that the re-appointment of Debbie Doran-Martinez and the appointment of Marianne Kirwan be confirmed, seconded by Mr. Avila, and passed unanimously

CONSIDERATION OF BIDS AND QUOTES - None

PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS

SIX YEAR STREET PROGRAM - PUBLIC HEARING

A resolution was presented which contains a list of streets proposed to be adopted for the amended Six Year Transportation Improvement Project.

The resolution to amend Resolution 3234 Transportation Improvement Program for 2013 - 2018 was read by title only.

The public hearing was opened. There were no comments.

Action Taken: Mr. Reese moved that the public hearing be closed, seconded by Mr. Deane, and passed unanimously.

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

ORDINANCES AND RESOLUTIONSORDINANCE - EXTEND MORATORIUM ON MEDICAL MARIJUANA GARDENS - 1ST READING

An ordinance was presented which extends the moratorium on the establishment of "collective gardens" for the medical use of marijuana. The moratorium should be extended because the legislature has not yet resolved the issues which exist in current state law with regard to collective gardens and there is still the issue with regard to the effect of federal law which needs to be resolved.

The ordinance of the City of Moses Lake extending a moratorium on the establishment of medical marijuana collective gardens, defining "medical marijuana collective gardens", providing for a public hearing establishing an effective date, and providing that the moratorium, unless extended, will sunset within six (6) months of the date of adoption was read by title only.

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

RESOLUTION - NUISANCE ABATEMENT - 9849 PARKWAY - RIVERA

A resolution was presented which provides for the abatement of nuisances at 9849 Parkway. The property is owned by Carlos Rivera.

The resolution determining that Carlos Rivera is the owner of certain real property within the City; that a nuisance requiring abatement by City forces or forces contracted by the City exists on such property; and directing the use of such forces to abate the nuisance found was read by title only.

Rick Rodriguez, Code Enforcement Officer, was sworn in and provided testimony concerning this issue.

There was no other testimony. The hearing was closed.

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

RESOLUTION - NUISANCE ABATEMENT - 505 KENTUCKY - GARCIA-SOLTERO

A resolution was presented which provides for the abatement of nuisances at 505 Kentucky. The property is owned by Jose and Regina Garcia-Soltero.

The resolution determining that Jose & Regina V. Garcia-Soltero are the owners of certain real property within the City; that a nuisance requiring abatement by City forces or forces contracted by the City exists on such property; and directing the use of such forces to abate the nuisance found was read by title only.

Clair Harden, Code Enforcement Officer, was sworn in and provided testimony concerning this issue.

There was no other testimony. The hearing was closed.

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

RESOLUTION - NUISANCE ABATEMENT - 1146 GEM - SCHMITT

A resolution was presented which provides for the abatement of nuisances at 1146 Gem. The property is owned by Eric and Michele Schmitt.

The resolution determining that Eric D. & Michele D. Schmitt are the owners of certain real property within the City; that a nuisance requiring abatement by City forces or forces contracted by the City exists on such property; and directing the use of such forces to abate the nuisance found was read by title only.

Clair Harden, Code Enforcement Officer, was sworn in and provided testimony concerning this issue.

There was no other testimony. The hearing was closed.

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

REQUEST TO CALL FOR BIDS - None

REFERRALS FROM COMMISSIONS - None

OTHER ITEMS FOR COUNCIL CONSIDERATION

REQUEST FOR CITY SERVICES - DESERT GOLF, LLC

Desert Golf, LLC has requested permission to connect the Pillar Rock Grill located at the Moses Lake Golf Club at 1373 NE Road F.2 to city water and sewer.

Gary Harer, Municipal Services Director, pointed out that the restaurant and golf course are one parcel and since the property is adjacent to the existing city limits, annexation of the entire parcel would be required. However, annexation of the property would create two islands of unincorporated property surrounded by property within the city.

Bob Fancher, representing Desert Golf, LLC, stated that the property where the buildings are located will be separated from the golf course property and will be annexed but there is not much interest in annexing the golf course itself due to the creation of the unincorporated islands and the fact that the adjacent property owners do not wish to be annexed into the City. The property in front of the club house that fronts on Fairway Drive is proposed to be developed and city services will be required.

There was considerable discussion concerning the annexation of this area and it was the consensus that the City would have no objection to the annexation of the segregated parcel.

REQUEST FOR CITY SERVICES - BUTLER LANE

Jose Gonzalez requested permission to connect 3934 Butler Lane to City water without annexing the property. The property is located off of Beacon Road which has a 12" water main installed by the City during the summer of 2012. The parcel is within one-half mile of the city limits and within the UGA. The Council must determine that it is impractical for the property owners to annex this property before approving the request.

Gary Harer, Municipal Services Director, stated that the property owner is proposing to connect to the City main on Beacon Road and install a meter and have a service line extending across his neighbor's property to connect to his property. He pointed out that there are many parcels in this area that do not front on dedicated right-of-way. The City is proposing that an 8" water main be installed in a municipal easement and the service line run from the main instead of extending the service line across the neighbor's property. He mentioned that the cost would increase because an 8" main would have to be constructed instead of extending the 1" service line. He mentioned that even though Butler Lane is shown on the map, it is not dedicated right-of-way but is owned by two different property owners.

Mrs. Gonzalez stated that the property is on a private well and the well is drying up which is why they wish to connect to City water.

There was considerable discussion concerning the extension of city services in this area and staff recommended that the extension of City services be done in a way consistent with good development practices since it is logical to assume that other property owners will request to connect to City services in the future.

The property owners were directed to discuss the issue with City staff.

REQUEST TO WORK OFF HOURS - STRATFORD ROAD CROSSWALK PROJECT

Neppel Electric & Controls requested permission to start work at 6 a.m. for the duration of the Stratford Road Crosswalk Project due to the traffic on Stratford Road.

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

PLAT IMPROVEMENTS - DEFERRAL - GRANGER

Troy Granger requested a deferral of the required subdivision improvements associated with the construction of a garage at 1015 W. Virginia Street, Lot 21, Paxson Plat. The deferral is for the required street improvements on Virginia Street.

Gilbert Alvarado, Community Development Director, stated that plat was recorded in the past and does not meet current City codes. In order to bring the property into compliance with current requirements, the City has adopted regulations requiring insufficiently platted property to be brought up to current codes when developed.

Action Taken: Mr. Reese moved that the request be granted with the stipulation that a covenant for future improvements be required, seconded by Mr. Avila, and passed unanimously.

NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS - NoneCOUNCIL QUESTIONS AND COMMENTS - NoneCITY MANAGER REPORTS AND COMMENTSAWARD - LEED - CIVIC CENTER

Joseph K. Gavinski, City Manager, stated that the City has been given a certification from the U. S. Green Building Council for achieving Leadership in Energy and Environmental Design (LEED) for the new Civic Center Building.

SHORT COURSE ON LOCAL PLANNING

Joseph K. Gavinski, City Manager, informed the Council that a Regional Short Course on Local Planning will be hosted by the City of Moses Lake on Wednesday, September 12 from 6:30 p.m. to 9:30 p.m.

CODE ENFORCEMENT

Gilbert Alvarado, Community Development Director, provided information on the efforts of the Code Enforcement Officers. He reported that for 2012 the Code Enforcement Officers have logged over 670 cases with a 91% compliance rate. He explained some of the issues that are the Code Enforcement Officers deal with.

The meeting was adjourned at 9:20 p.m.

ATTEST

Bill J. Ecret, Mayor

W. Robert Taylor, Acting Finance Director

DATE 9/05/12
TIME 14:43:20

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
2M COMPANY INC	00004450			
WATER	REPAIR AND MAINTENANCE SUPPL	0000063344	81.02	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063344	151.29	MISC SUPPLIES
		TOTAL:	232.31	
ACE HARDWARE	00006538			
PARK RECREATION	OPERATING SUPPLIES	0000062643	9.16	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000062643	8.39	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000062643	14.75	MISC SUPPLIES
FIRE	OPERATING SUPPLIES	0000063165	2.27	FASTENERS
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000062643	53.90	MISC SUPPLIES
STORM WATER	REPAIR AND MAINTENANCE SUPPL	0000063343	5.85	SPRAYER
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063343	20.49	SPRAYER
		TOTAL:	114.81	
CASCADE ANALYTICAL INC	00005014			
WATER	PROFESSIONAL SERVICES	0000063349	1,078.00	SAMPLE TESTING
SEWER	PROFESSIONAL SERVICES	0000063349	333.69	SAMPLE TESTING
		TOTAL:	1,411.69	
CENTRAL WASHINGTON CONCRETE	00003603			
PARK RECREATION	OPERATING SUPPLIES	0000063380	2,659.88	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000063352	116.00	CONCRETE BLOCK
		TOTAL:	2,775.88	
CHEYENNE PRODUCTS INC	00005858			
SEWER	SMALL EQUIPMENT < \$1000	0000063347	1,053.10	DOCK CARTS
		TOTAL:	1,053.10	
CINTAS CORP	00000271			
STREET	MISCELLANEOUS (NOT LISTED BE	0000063356	32.37	SHOP TOWELS
WATER	MISCELLANEOUS (NOT LISTED BE	0000063356	32.37	SHOP TOWELS
EQUIP RENTAL-OPERATI	MISCELLANEOUS (NOT LISTED BE	0000063356	260.56	SHOP TOWELS
		TOTAL:	325.30	
CSWW, INC dba BIG R STORES	00001701			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000062963	5.92	MISC SUPPLIES

DATE 9/05/12
TIME 14:43:20

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
CSWW, INC dba BIG R STORES	00001701			
PARK RECREATION	OPERATING SUPPLIES	0000062963	40.96	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000062963	85.68	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000062963	39.43	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000062963	3.77	MISC SUPPLIES
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000062963	5.16	MISC SUPPLIES
STREET	REPAIR AND MAINTENANCE SUPPL	0000063387	21.57	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000063387	160.84	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063387	10.78	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063387	2.15	MISC SUPPLIES
STORM WATER	OPERATING SUPPLIES	0000063387	37.75	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063387	3.98	MISC SUPPLIES
		=====		
		TOTAL:	417.99	
DEPT OF LICENSING	00007868			
EQUIP RENTAL-OPERATI	MISCELLANEOUS (NOT LISTED BE	0000063341	117.00	VEHICLE LICENSES
EQUIP RENTAL-OPERATI	MACHINERY & EQUIPMENT NONLEA	0000063341	25.75	VEHICLE LICENSES
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063341	25.75	VEHICLE LICENSES
		=====		
		TOTAL:	168.50	
EVERGREEN IMPLEMENT INC	00005234			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063359	731.40	MISC REPAIR SUPPLIES
		=====		
		TOTAL:	731.40	
H D FOWLER COMPANY	00003868			
WATER	REPAIR AND MAINTENANCE SUPPL	0000063364	4,888.70	PIPE MATERIAL, GATE VALVES
		=====		
		TOTAL:	4,888.70	
LAD IRRIGATION COMPANY INC	00001101			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063433	7.85	IRRIGATION SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063433	50.62	IRRIGATION SUPPLIES
WATER	OPERATING SUPPLIES	0000063366	5.61	HYDRANT PACKING
		=====		
		TOTAL:	64.08	

DATE 9/05/12
TIME 14:43:20

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
LAKE AUTO PARTS	00001102			
WATER	OPERATING SUPPLIES	0000063367	6.68	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063367	28.04	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063424	813.23	MISC REPAIR SUPPLIES
			=====	
TOTAL:			847.95	
NORCO ENTERPRISES INC	00006590			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063371	96.55	FIRE EXTINGUISHERS
			=====	
TOTAL:			96.55	
PENHALLURICKS EXPRESS BUILDING	00006579			
PARK RECREATION	OPERATING SUPPLIES	0000063394	94.14	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000063394	62.62	MISC SUPPLIES
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000062955	406.69	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063379	102.03	COLD PATCH
			=====	
TOTAL:			665.48	
PERFECTION TIRE & AUTOMOTIVE	00004609			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000063381	2,049.71	REPLACE BALL JOINTS
			=====	
TOTAL:			2,049.71	
PLATT ELECTRIC COMPANY	00001549			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063384	402.33	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063384	88.42	MISC SUPPLIES
			=====	
TOTAL:			490.75	
UNITED PARCEL SERVICE	00005456			
MISC. SERVICES	POSTAGE	0000063421	20.00	SHIPPING CHARGES
ENGINEERING	POSTAGE	0000063421	23.65	SHIPPING CHARGES
SEWER	POSTAGE	0000063421	12.60	SHIPPING CHARGES
			=====	
TOTAL:			56.25	
WESTERN EQUIPMENT DIST INC	00004582			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063425	873.65	STOCK SUPPLIES
			=====	
TOTAL:			873.65	
			=====	
REPORT TOTAL:			17,264.10	

DATE 9/05/12
TIME 14:43:22

TOTALS PAGE
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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	3,129.09
103	GRANTS AND DONATIONS	465.75
116	STREET	53.94
410	WATER/SEWER	8,465.23
493	STORM WATER	43.60
519	EQUIPMENT RENTAL	4,993.60
528	BUILD MAINTENANCE	112.89
	TOTAL	17,264.10

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

*
* C L A I M S A P P R O V A L *
*
* WE, THE UNDERSIGNED COUNCILMEN OF THE CITY OF MOSES LAKE, WASHINGTON, DO HEREBY CERTIFY THAT THE MERCHANDISE *
* OR SERVICES SPECIFIED HAVE BEEN RECEIVED AND THAT ABOVE CLAIMS ARE APPROVED, AS NOTED, FOR PAYMENT *
* IN THE AMOUNT OF \$17,264.10 THIS 11ST DAY OF SEPTEMBER, 2012 *
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* *
* COUNCIL MEMBER COUNCIL MEMBER *
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* *
* COUNCIL MEMBER FINANCE DIRECTOR *

DATE 8/29/12
TIME 09:34:34

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

NAME OF VENDOR	VENDOR NO	Expenditure Account			
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase	
=====					
A T & T MOBILITY	00004826				
COMMUNITY DEVELOPMEN	TELEPHONE	0000063287	45.33	CELL PHONE SERVICE	
ENGINEERING	TELEPHONE	0000063287	277.33	CELL PHONE SERVICE	
PARK RECREATION	TELEPHONE	0000063287	26.92	CELL PHONE SERVICE	
POLICE	TELEPHONE	0000063287	883.30	CELL PHONE SERVICE	
FIRE	TELEPHONE	0000063287	248.80	CELL PHONE SERVICE	
STREET	TELEPHONE	0000063287	26.90	CELL PHONE SERVICE	
WATER	TELEPHONE	0000063287	72.67	CELL PHONE SERVICE	
SEWER	TELEPHONE	0000063287	28.90	CELL PHONE SERVICE	
AMBULANCE SERVICE	TELEPHONE	0000063287	187.13	CELL PHONE SERVICE	
CENTRAL SERVICES	TELEPHONE	0000063287	644.48	CELL PHONE SERVICE	
BUILD MAINT-OPERATIO	TELEPHONE	0000063287	65.76	CELL PHONE SERVICE	
			=====		
			TOTAL:	2,507.52	
DATABAR	00007974				
LEGISLATIVE	PROFESSIONAL SERVICES	0000063331	74.58	MAIL UTILITY BILLS	
WATER/BILLING	POSTAGE	0000063331	835.72	MAIL UTILITY BILLS	
SEWER/BILLING	POSTAGE	0000063331	660.79	MAIL UTILITY BILLS	
SANITATION FUND	POSTAGE	0000063331	371.41	MAIL UTILITY BILLS	
STORM WATER	POSTAGE	0000063331	122.41	MAIL UTILITY BILLS	
AMBULANCE SERVICE	POSTAGE	0000063331	102.11	MAIL UTILITY BILLS	
			=====		
			TOTAL:	2,167.02	
HICKMAN BLASTING & PAINT	00004373				
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000062964	2,913.30	REPLACE HD CAB CHASSIS	
			=====		
			TOTAL:	2,913.30	
STAPLES CREDIT PLAN	00007570				
PARK RECREATION	OPERATING SUPPLIES	0000063284	13.03	MISC SUPPLIES	
PARK RECREATION	OPERATING SUPPLIES	0000063284	122.95	MISC SUPPLIES	
FIRE	OPERATING SUPPLIES	0000063284	32.36	MISC SUPPLIES	

DATE 8/29/12
TIME 09:34:34

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
STAPLES CREDIT PLAN	00007570			
WATER	OPERATING SUPPLIES	0000063284	203.88	MISC SUPPLIES
CENTRAL SERVICES	OPERATING SUPPLIES	0000063284	1,240.56	MISC SUPPLIES
CENTRAL SERVICES	OPERATING SUPPLIES	0000063284	3,147.26	MISC SUPPLIES
CENTRAL SERVICES	SMALL EQUIPMENT < \$1000	0000063284	291.32	MISC SUPPLIES
=====				
TOTAL:			5,051.36	
UNITED PARCEL SERVICE	00005456			
MISC. SERVICES	POSTAGE	0000063283	60.00	SHIPPING CHARGES
ENGINEERING	POSTAGE	0000063283	20.18	SHIPPING CHARGES
=====				
TOTAL:			80.18	
W A C E	00006867			
COMMUNITY DEVELOPMEN	REGISTRATION & MEMBERSHIPS	0000063176	540.00	HARDEN/RODRIQUEZ WACE CONF
=====				
TOTAL:			540.00	
=====				
REPORT TOTAL:			13,259.38	

DATE 8/29/12
TIME 09:34:36

TOTALS PAGE
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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	2,344.78
116	STREET	26.90
410	WATER/SEWER	1,801.96
490	SANITATION FUND	371.41
493	STORM WATER	122.41
498	AMBULANCE SERVICE FUND	289.24
517	CENTRAL SERVICES	5,323.62
519	EQUIPMENT RENTAL	2,913.30
528	BUILD MAINTENANCE	65.76
	TOTAL	13,259.38

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

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*
* 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 \$13,259.38 THIS 11ST DAY OF SEPTEMBER, 2012
*
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*
* COUNCIL MEMBER COUNCIL MEMBER
*
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*
*
* COUNCIL MEMBER FINANCE DIRECTOR
* * * * *

DATE 9/06/12
TIME 08:46:55

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
09/11/2012

NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
A & H PRINTERS	00000001			
PARK RECREATION	OPERATING SUPPLIES	0000063280	70.14	BUSINESS CARDS/LOS
WATER	PRINTING & BINDING	0000063342	245.74	METER CHANGE RECORDS
WATER/BILLING	OPERATING SUPPLIES	0000063239	23.38	BUSINESS CARDS
SEWER/BILLING	OPERATING SUPPLIES	0000063239	23.39	BUSINESS CARDS
SANITATION FUND	OPERATING SUPPLIES	0000063239	23.37	BUSINESS CARDS
=====				
TOTAL:			386.02	
A T & T MOBILITY	00004826			
COMMUNITY DEVELOPMEN	TELEPHONE	0000063423	45.33	CELL PHONE SERVICE
ENGINEERING	TELEPHONE	0000063423	280.89	CELL PHONE SERVICE
PARK RECREATION	TELEPHONE	0000063423	26.92	CELL PHONE SERVICE
POLICE	TELEPHONE	0000063423	733.75	CELL PHONE SERVICE
FIRE	TELEPHONE	0000063423	248.59	CELL PHONE SERVICE
STREET	TELEPHONE	0000063423	26.90	CELL PHONE SERVICE
WATER	TELEPHONE	0000063423	72.23	CELL PHONE SERVICE
SEWER	TELEPHONE	0000063423	26.90	CELL PHONE SERVICE
AMBULANCE SERVICE	TELEPHONE	0000063423	238.55	CELL PHONE SERVICE
CENTRAL SERVICES	TELEPHONE	0000063423	591.94	CELL PHONE SERVICE
BUILD MAINT-OPERATIO	TELEPHONE	0000063423	63.76	CELL PHONE SERVICE
=====				
TOTAL:			2,355.76	
APWA	00006967			
ENGINEERING	REGISTRATION & MEMBERSHIPS	0000063335	925.00	REGISTRATION FEES
=====				
TOTAL:			925.00	
ASSOC OF GRANT CO CITIES	00004953			
LEGISLATIVE	TRAVEL & SUBSISTENCE /NON-ED	0000063339	90.00	MEETING & DINNER
=====				
TOTAL:			90.00	
BASIN LOCK & SECURITY	00003714			
PARK RECREATION	OPERATING SUPPLIES	0000063434	308.57	ICE RINK LOCKS
=====				
TOTAL:			308.57	

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number P.O. Amount		Purpose of Purchase
BESSE MEDICAL SUPPLY AMBULANCE SERVICE	00006688 OPERATING SUPPLIES	0000063309	967.55	AMBULANCE SUPPLIES
		TOTAL:		967.55
BIG SKY FIRE/AFFIRMED MEDICAL STREET	00006233 OPERATING SUPPLIES	0000063345	58.74	FIRST AID SUPPLIES
		TOTAL:		58.74
BLUMENTHAL UNIFORM CO INC AMBULANCE SERVICE	00000133 OPERATING SUPPLIES	0000063169	188.66	UNIFORM PANTS
		TOTAL:		188.66
BOUND TREE MEDICAL LLC AMBULANCE SERVICE	00006022 OPERATING SUPPLIES	0000063171	182.76	AIRWAY KITS
		TOTAL:		182.76
BUD CLARY CHEVROLET EQUIP RENTAL-OPERATI	00005392 LEASE PURCHASE DEFERRING TO	0000060851	30,331.71	POLICE CAR
		TOTAL:		30,331.71
BUD CLARY TOYOTA CHEVROLET EQUIP RENTAL-OPERATI	00000150 REPAIR & MAINT. EQUIP. (CONT	0000063346	102.75	INSTALL TRAN COOLER
BUD CLARY TOYOTA CHEVROLET EQUIP RENTAL-OPERATI	00000150 REPAIR & MAINT. EQUIP. (CONT	0000063346	626.37	INSTALL TRAN COOLER
		TOTAL:		729.12
BUSINESS INTERIORS & EQUIPMENT ENGINEERING	00003619 SMALL EQUIPMENT < \$1000	0000063419	323.69	OFFICE CHAIR
BUSINESS INTERIORS & EQUIPMENT CENTRAL SERVICES	00003619 REPAIR & MAINT. EQUIP. (CONT	0000063422	2,061.92	MAINT AGREEMENTS/COPIERS
		TOTAL:		2,385.61
C & J HYDRAULICS PARK RECREATION	00006917 REPAIR AND MAINTENANCE SUPPL	0000063436	192.29	MAINTENANCE/AMPHITHEATER
		TOTAL:		192.29
CAROL CROSS PARK RECREATION	00004253 MUSEUM RESALE	0000063298	52.50	SHORT HERON
		TOTAL:		52.50
CAROL HOHN AIRPORT	00006772 REPAIR & MAINT. BUILDING (CO	0000063363	175.00	BUILDING MAINT
		TOTAL:		175.00
CASCADE FIRE CORPORATION FIRE	00003644 OPERATING SUPPLIES	0000063164	672.56	SEAT COVERS, GAUGE

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NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	672.56	
CENTRAL MACHINERY SALES INC	00002779			
WATER	REPAIR AND MAINTENANCE SUPPL	0000063353	2,562.37	CONSTR SAFETY ROAD SIGNS
=====				
		TOTAL:	2,562.37	
CENTURYLINK	00001502			
PARK RECREATION	TELEPHONE	0000063324	150.68	TELEPHONE SERVICE
PARK RECREATION	TELEPHONE	0000063325	42.38	TELEPHONE SERVICE
FIRE	TELEPHONE	0000063325	435.87	TELEPHONE SERVICE
STREET	TELEPHONE	0000063325	173.18	TELEPHONE SERVICE
WATER	TELEPHONE	0000063325	263.13	TELEPHONE SERVICE
SEWER	TELEPHONE	0000063325	114.79	TELEPHONE SERVICE
AIRPORT	TELEPHONE	0000063324	44.52	TELEPHONE SERVICE
AMBULANCE SERVICE	TELEPHONE	0000063325	42.38	TELEPHONE SERVICE
CENTRAL SERVICES	TELEPHONE	0000063325	2,647.05	TELEPHONE SERVICE
BUILD MAINT-OPERATIO	TELEPHONE	0000063325	175.46	TELEPHONE SERVICE
=====				
		TOTAL:	4,089.44	
		00003599		
EXECUTIVE	TELEPHONE	0000063326	8.00	LONG DISTANCE TEL SERVICE
FINANCE	TELEPHONE	0000063326	8.00	LONG DISTANCE TEL SERVICE
COMMUNITY DEVELOPMEN	TELEPHONE	0000063326	40.00	LONG DISTANCE TEL SERVICE
ENGINEERING	TELEPHONE	0000063326	40.00	LONG DISTANCE TEL SERVICE
PARK RECREATION	TELEPHONE	0000063326	40.00	LONG DISTANCE TEL SERVICE
POLICE	TELEPHONE	0000063326	70.00	LONG DISTANCE TEL SERVICE
FIRE	TELEPHONE	0000063326	20.47	LONG DISTANCE TEL SERVICE
STREET	TELEPHONE	0000063326	4.00	LONG DISTANCE TEL SERVICE

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NAME OF VENDOR	VENDOR NO	Expenditure Account		Purpose of Purchase
Department	Object Description	P.O. Number	P.O. Amount	
=====	=====	=====	=====	=====
WATER	TELEPHONE	0000063326	10.58	LONG DISTANCE TEL SERVICE
SEWER	TELEPHONE	0000063326	4.00	LONG DISTANCE TEL SERVICE
WATER/BILLING	TELEPHONE	0000063327	102.56	WATER SHUT OFF NOTIFICATIONS
SEWER/BILLING	TELEPHONE	0000063327	98.56	WATER SHUT OFF NOTIFICATIONS
SANITATION FUND	TELEPHONE	0000063327	94.55	WATER SHUT OFF NOTIFICATIONS
AMBULANCE SERVICE	TELEPHONE	0000063326	8.00	LONG DISTANCE TEL SERVICE
CENTRAL SERVICES	TELEPHONE	0000063326	22.56	LONG DISTANCE TEL SERVICE
EQUIP RENTAL-OPERATI	TELEPHONE	0000063326	4.00	LONG DISTANCE TEL SERVICE
BUILD MAINT-OPERATIO	TELEPHONE	0000063326	4.00	LONG DISTANCE TEL SERVICE
		=====		
		TOTAL:	579.28	
CITY OF MOSES LAKE	00008102			
PARK & RECREATION IM	IMPROVE/ OTHER THAN BUILDING	0000063282	400.00	FINAL PLAT SUBMITTAL
		=====		
		TOTAL:	400.00	
	00008106			
STREET REPR/RECON	LIGHTS, SIGNS, SIGNALS	0000063449	3,614.98	RETAIN PE 2 NEPPEL 5 CORNERS
STREET REPR/RECON	OTHER IMPROVEMENTS	0000063451	1,813.11	RETAIN PE 1 NEPPEL STRTFRD RD
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000063317	2,744.08	RETAIN PE 3 WILL CHRL W DIV ST
WATER SEWER CONSTRUC	CIP-WATER PROJECTS	0000063416	325.00	RETAIN FINAL T BAILEY RES 9
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000063454	13,886.62	RETAIN FINAL PE PEC SWR LNE 12
		=====		
		TOTAL:	22,383.79	
	00008107			
EXECUTIVE	OPERATING SUPPLIES	0000063337	26.25	EXCISE TAX/JULY
EXECUTIVE	SMALL EQUIPMENT < \$1000	0000063337	40.17	EXCISE TAX/JULY
MISC. SERVICES	SMALL EQUIPMENT < \$1000	0000063337	28.05	EXCISE TAX/JULY
PARK RECREATION	TAXES AND ASSESSMENTS	0000063337	11.70	EXCISE TAX/JULY
PARK RECREATION	OPERATING SUPPLIES	0000063337	88.88	EXCISE TAX/JULY

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
=====	=====	=====	=====	=====
PARK RECREATION	TAXES AND ASSESSMENTS	0000063337	1,220.29	EXCISE TAX/JULY
PARK RECREATION	OPERATING SUPPLIES	0000063337	38.45	EXCISE TAX/JULY
PARK RECREATION	TAXES AND ASSESSMENTS	0000063337	323.49	EXCISE TAX/JULY
PARK RECREATION	TAXES AND ASSESSMENTS	0000063337	70.93	EXCISE TAX/JULY
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063337	37.87	EXCISE TAX/JULY
PARK RECREATION	TAXES AND ASSESSMENTS	0000063337	32.65	EXCISE TAX/JULY
PARK RECREATION	OPERATING SUPPLIES	0000063337	2.63	EXCISE TAX/JULY
PARK RECREATION	TAXES AND ASSESSMENTS	0000063337	14.47	EXCISE TAX/JULY
PARK RECREATION	LARSON REC COMPLEX RESALE	0000063337	10.58	EXCISE TAX/JULY
FIRE	BOOKS /LESS \$100.00 TOTAL VA	0000063337	106.87	EXCISE TAX/JULY
FIRE	OPERATING SUPPLIES	0000063337	22.47	EXCISE TAX/JULY
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063337	11.66	EXCISE TAX/JULY
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063337	50.12	EXCISE TAX/JULY
WATER	OPERATING SUPPLIES	0000063337	59.25	EXCISE TAX/JULY
WATER	REPAIR AND MAINTENANCE SUPPL	0000063337	131.77	EXCISE TAX/JULY
WATER/BILLING	TAXES AND ASSESSMENTS	0000063337	26,931.28	EXCISE TAX/JULY
SEWER/BILLING	TAXES AND ASSESSMENTS	0000063337	7,418.56	EXCISE TAX/JULY
SEWER/BILLING	TAXES AND ASSESSMENTS	0000063337	2,764.18	EXCISE TAX/JULY
SANITATION FUND	TAXES AND ASSESSMENTS	0000063337	11,110.62	EXCISE TAX/JULY
STORM WATER	TAXES AND ASSESSMENTS	0000063337	1,084.44	EXCISE TAX/JULY
AIRPORT	OPERATING SUPPLIES	0000063337	11.83	EXCISE TAX/JULY
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063337	181.70	EXCISE TAX/JULY
AMBULANCE SERVICE	TAXES AND ASSESSMENTS	0000063337	5,841.99	EXCISE TAX/JULY
CENTRAL SERVICES	OPERATING SUPPLIES	0000063337	38.30	EXCISE TAX/JULY

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063337	16.79	EXCISE TAX/JULY
EQUIP RENTAL-OPERATI	MACHINERY & EQUIPMENT NONLEA	0000063337	25.28	EXCISE TAX/JULY
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063337	25.28	EXCISE TAX/JULY
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063337	25.28	EXCISE TAX/JULY
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063337	25.28	EXCISE TAX/JULY
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063337	25.28	EXCISE TAX/JULY
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063337	24.17	EXCISE TAX/JULY
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063337	22.28	EXCISE TAX/JULY
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063337	1.74	EXCISE TAX/JULY
		=====		
		TOTAL:	57,902.83	
00008201				
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063329	6,400.31	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063329	1,680.94	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063329	381.63	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063329	3,092.25	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063329	2,525.56	WATER SERVICE
SEWER	UTILITY EXPENSE / W-S-G	0000063329	372.39	WATER SERVICE
		=====		
		TOTAL:	14,453.08	
COLUMBIA BASIN DAILY HERALD	00000210			
LEGISLATIVE	ADVERTISING	0000063420	299.16	PUBLICATIONS
		=====		
		TOTAL:	299.16	
COLUMBIA PAINT & COATINGS	00005279			
STREET	REPAIR AND MAINTENANCE SUPPL	0000063350	935.71	TRAFFIC PAINT
		=====		
		TOTAL:	935.71	
COMMERCIAL TIRE	00005968			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000063355	931.69	NEW TIRES
		=====		
		TOTAL:	931.69	
CONCESSIONS SUPPLY	00006286			
PARK RECREATION	OPERATING SUPPLIES	0000063441	114.90	KETTLE & POPPER REPAIRS

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
		TOTAL:	114.90	
CONSOLIDATED DISPOSAL SERVICE	00006284			
PARK RECREATION	MISCELLANEOUS (NOT LISTED BE	0000063431	12.51	DISPOSAL LOADS
SEWER	UTILITY EXPENSE / W-S-G	0000063431	18.82	DISPOSAL LOADS
SANITATION FUND	LANDFILL DUMPING FEES	0000063431	17,034.35	DISPOSAL LOADS
		TOTAL:	17,065.68	
CONSOLIDATED ELECTRIC DIST	00000819			
PARK RECREATION	OPERATING SUPPLIES	0000063382	392.72	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063382	12.48	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063354	103.69	MISC SUPPLIES
		TOTAL:	508.89	
CONSULT	00006353			
POLICE	PROFESSIONAL SERVICES	0000063402	300.00	POLYGRAPH
		TOTAL:	300.00	
CROWN PAPER & JANITORIAL	00007120			
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063351	456.85	DETERGENT
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063428	242.29	WAND SET
		TOTAL:	699.14	
CULLIGAN WATER LLC	00007114			
PARK RECREATION	OPERATING SUPPLIES	0000063435	11.00	PARKS & REC WATER
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063305	11.00	MAC WATER
SEWER	OPERATING SUPPLIES	0000063348	60.50	WATER FOR TESTING
		TOTAL:	82.50	
D & L FOUNDRY INC	00006673			
STREET REPR/RECON	OTHER IMPROVEMENTS	0000063332	585.46	STRATFORD RD XWALK SUPPLIES
STORM WATER	REPAIR AND MAINTENANCE SUPPL	0000063357	3,105.90	CATCH BASIN FRAMES, GRATES
		TOTAL:	3,691.36	
DANNA DAL PORTO	00007795			
PARK RECREATION	MUSEUM RESALE	0000063299	154.00	PRINTS/BOOKMARKS
		TOTAL:	154.00	
DEBORAH GOODRICH CHITTENDEN	00004888			
PARK RECREATION	MUSEUM RESALE	0000063297	130.20	EARRINGS/NECKLACE

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	130.20	
DEPT OF ECOLOGY SEWER	00003221 MISCELLANEOUS (NOT LISTED BE	0000063358	4,826.82	BIOSOLIDS PERMITS
=====				
		TOTAL:	4,826.82	
DESERT GRAPHICS INC WATER	00006564 OPERATING SUPPLIES	0000063190	129.48	HATS FOR FAIR
=====				
		TOTAL:	129.48	
DEX WEST GRANTS AND DONATIONS	00004215 PROFESSIONAL SERVICES	0000063432	10.83	MAC LISTING
=====				
		TOTAL:	10.83	
DON NUTT PARK RECREATION	00007139 MUSEUM RESALE	0000063300	48.24	CARDS/PRINT
=====				
		TOTAL:	48.24	
E F RECOVERY AMBULANCE SERVICE	00007244 PROFESSIONAL SERVICES	0000063333	1,000.00	TABLET PC, UPGRADE
AMBULANCE SERVICE	SMALL EQUIPMENT < \$1000	0000063333	4,567.26	TABLET PC, UPGRADE
=====				
		TOTAL:	5,567.26	
EASTERN CASCADE DIST POLICE	00006909 OPERATING SUPPLIES	0000063407	44.00	SUPPLIES
=====				
		TOTAL:	44.00	
ENVIRO CLEAN EQUIP INC EQUIP RENTAL-OPERATI	00007655 REPAIR AND MAINTENANCE SUPPL	0000063427	356.87	SWITCHES
=====				
		TOTAL:	356.87	
EWING IRRIGATION PARK RECREATION	00005660 OPERATING SUPPLIES	0000063286	327.28	IRRIGATION HEADS
=====				
		TOTAL:	327.28	
FABER INDUSTRIAL SUPPLY FIRE	00000501 OPERATING SUPPLIES	0000063312	76.46	HANDLE, FILTERS, BRUSH
WATER	REPAIR AND MAINTENANCE SUPPL	0000063360	92.19	GRINDER, PAINT, BITS
STORM WATER	SMALL EQUIPMENT < \$1000	0000063360	118.66	GRINDER, PAINT, BITS
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063360	20.13	GRINDER, PAINT, BITS
=====				
		TOTAL:	307.44	
FASTENAL COMPANY WATER	00007372 OPERATING SUPPLIES	0000063361	378.03	MISC SUPPLIES

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=====				
FASTENAL COMPANY	00007372			
WATER	REPAIR AND MAINTENANCE SUPPL	0000063361	685.48	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063361	560.65	MISC SUPPLIES
=====				
TOTAL:			1,624.16	
FEDERAL EXPRESS	00004667			
ENGINEERING	POSTAGE	0000063318	5.70	SHIPPING CHARGES
=====				
TOTAL:			5.70	
FIROUZI CONSTRUCTION & DEV INC	00004116			
STREET REPR/RECON	STREET RECONSTRUCTION	0000063418	8,345.50	CITY PRTN VNCE EMRY BLK 2 LT12
=====				
TOTAL:			8,345.50	
FIRST RESPONDER SYSTEMS	00006871			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063161	96.00	AMBULANCE SUPPLIES
=====				
TOTAL:			96.00	
FOOD SERVICES OF AMERICA	00007168			
PARK RECREATION	OPERATING SUPPLIES	0000063443	64.76	SNS RESALE/SUPPLIES
PARK RECREATION	S&S CONCESSION RESALE	0000063443	9,519.55	SNS RESALE/SUPPLIES
=====				
TOTAL:			9,584.31	
FRAN PALKOVIC	00007686			
PARK RECREATION	PROFESSIONAL SERVICES	0000063320	200.00	MAC MUSIC PERFORMER PAYMENT
=====				
TOTAL:			200.00	
GOVT FINANCE OFFICERS ASSN	00007958			
FINANCE	BOOKS /LESS \$100.00 TOTAL VA	0000062513	326.00	ACCOUNTING & AUDITING MATERIAL
=====				
TOTAL:			326.00	
GRAINGER PARTS OPERATIONS	00002755			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063362	70.95	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063362	63.96	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063362	225.96	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063362	90.94	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063362	261.23	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063426	120.80	STRIPPING PADS,SUPPLIES
=====				
TOTAL:			833.84	
GRANT COUNTY ECON DEV COUNCIL	00005738			
LEGISLATIVE	TRAVEL & SUBSISTENCE /NON-ED	0000063330	18.00	REC LUNCHEON/DEANE

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		P.O. Number	P.O. Amount	
=====				
		TOTAL:	18.00	
HELENA CHEMICAL COMPANY	00006809			
PARK RECREATION	OPERATING SUPPLIES	0000063303	322.09	INDUCE
=====				
		TOTAL:	322.09	
INSTANT SIGN FACTORY	00006141			
STREET REPR/RECON	LIGHTS, SIGNS, SIGNALS	0000063024	1,576.15	REPAIR ML WELCOME SIGNS
=====				
		TOTAL:	1,576.15	
JERRYS AUTO SUPPLY	00005835			
FIRE	OPERATING SUPPLIES	0000063308	45.89	STIHL MOTOMIX
FIRE	REPAIR AND MAINTENANCE SUPPL	0000063411	1.92	MINI BULBS
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063365	123.19	FORWARD LIGHTING
=====				
		TOTAL:	171.00	
JUDY RICE	00007999			
PARK RECREATION	MUSEUM RESALE	0000063302	43.40	SCARF/BAGS
=====				
		TOTAL:	43.40	
KAO VANG	00006978			
POLICE	TRAVEL & SUBSISTENCE /NON-ED	0000063406	9.70	MEALS
=====				
		TOTAL:	9.70	
KATHERINE L KENISON	00006980			
LEGAL/JUDICIAL	PROFESSIONAL SERVICES	0000063452	5,098.00	PROF SERV/CITY ATTY
=====				
		TOTAL:	5,098.00	
KENNETH A GOODRICH	00005639			
PARK RECREATION	MUSEUM RESALE	0000063294	175.00	JUNIPER BOWLS
=====				
		TOTAL:	175.00	
KIM WHEATON	00007002			
PARK RECREATION	MUSEUM RESALE	0000063293	112.00	ART CATALOG/CARDS/PRINT
=====				
		TOTAL:	112.00	
KIMMEL ATHLETIC SUPPLY	00003462			
PARK RECREATION	OPERATING SUPPLIES	0000063304	1,054.61	VOLLEYBALLS
PARK RECREATION	OPERATING SUPPLIES	0000063439	319.52	FIRST AID KITS/EQUIPMENT BAGS
=====				
		TOTAL:	1,374.13	
L N CURTIS & SONS	00003000			
FIRE	SMALL EQUIPMENT < \$1000	0000063160	658.19	VEHICLE CHARGING STATION

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CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
=====				
		TOTAL:	658.19	
LAKESIDE DISPOSAL	00004080			
SANITATION FUND	GARBAGE CONTRACT	0000063444	170,281.86	CONTRACT PAYMENT
=====				
		TOTAL:	170,281.86	
LARSEN FIREARMS	00007933			
GRANTS AND DONATIONS	MINOR EQUIPMENT < \$5000	0000063429	2,293.79	SUPPLIES
=====				
		TOTAL:	2,293.79	
LAW ENFORCEMENT EQUIP DIST	00005679			
GRANTS AND DONATIONS	MINOR EQUIPMENT < \$5000	0000063401	2,732.03	SUPPLIES
=====				
		TOTAL:	2,732.03	
LOCALTEL COMMUNICATIONS	00004374			
CENTRAL SERVICES	PROFESSIONAL SERVICES	0000063314	1,661.90	INTERNET SERVICE
=====				
		TOTAL:	1,661.90	
MARK OVERHEAD DOOR	00006724			
BUILD MAINT-OPERATIO	REPAIR & MAINT. BUILDING (CO	0000063368	127.32	REPAIR DOOR
=====				
		TOTAL:	127.32	
MATT DASCHEL	00006955			
PARK RECREATION	MUSEUM RESALE	0000063295	40.59	SALT & PEPPER SHAKERS/BOTTLE
=====				
		TOTAL:	40.59	
MATT FULBRIGHT	00004550			
POLICE	OPERATING SUPPLIES	0000063413	175.19	UNIFORMS
=====				
		TOTAL:	175.19	
MOON SECURITY SERVICES INC	00006510			
POLICE	PROFESSIONAL SERVICES	0000063408	41.50	MONTHLY MONITORING
=====				
		TOTAL:	41.50	
MOSES LAKE SOCCER TOTS	00007063			
PARK RECREATION	PROFESSIONAL SERVICES	0000063442	324.00	SOCCER TOTS INSTRUCTION
=====				
		TOTAL:	324.00	
MULTI AGENCY COMM CENTER E911	00006695			
POLICE	PROFESSIONAL SERVICES	0000063405	34,508.82	USER FEE
FIRE	PROFESSIONAL SERVICES	0000063290	752.68	USER FEES/SEPT
AMBULANCE SERVICE	PROFESSIONAL SERVICES	0000063290	3,677.11	USER FEES/SEPT
=====				
		TOTAL:	38,938.61	
N W P M A	00006381			
ENGINEERING	REGISTRATION & MEMBERSHIPS	0000063340	500.00	REGISTRATION FEES

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CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
		=====		
		TOTAL:	500.00	
NANCY CORTEZ/PETTY CASH FUND	00004997			
WATER	OPERATING SUPPLIES	0000063370	11.39	REIMB PETTY CASH
WATER/BILLING	MISCELLANEOUS (NOT LISTED BE	0000063370	10.00	REIMB PETTY CASH
EQUIP RENTAL-OPERATI	OPERATING SUPPLIES	0000063370	3.00	REIMB PETTY CASH
EQUIP RENTAL-OPERATI	LEASE PURCHASE DEFERRING TO	0000063370	15.75	REIMB PETTY CASH
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063370	1.76	REIMB PETTY CASH
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063370	1.28	REIMB PETTY CASH
		=====		
		TOTAL:	43.18	
NEPPEL ELECTRICAL & CONTROLS	00004184			
ENGINEERING		0000063450	-50.00	PE 1 STRATFORD RD C/W
STREET REPR/RECON	LIGHTS, SIGNS, SIGNALS	0000063448	68,684.52	PE 2 FIVE CORNERS IMPROVE 2012
STREET REPR/RECON	OTHER IMPROVEMENTS	0000063450	34,449.04	PE 1 STRATFORD RD C/W
		=====		
		TOTAL:	103,083.56	
NORTHLAND CABLE	00006282			
PARK RECREATION	PROFESSIONAL SERVICES	0000063306	66.65	LRC CABLE SERVICE
		=====		
		TOTAL:	66.65	
OAK HARBOR FREIGHT LINES INC	00004222			
STORM WATER	POSTAGE	0000063372	241.67	FREIGHT CHARGES
		=====		
		TOTAL:	241.67	
OXARC INC	00001412			
PARK RECREATION	OPERATING SUPPLIES	0000063393	606.19	MISC SUPPLIES
STREET	OPERATING SUPPLIES	0000063373	11.86	DRIVER GLOVES
		=====		
		TOTAL:	618.05	
PAMELA PETRY	00006983			
PARK RECREATION	MUSEUM RESALE	0000063291	33.60	DISHES/BRACELET
		=====		
		TOTAL:	33.60	
PARAMOUNT SUPPLY COMPANY	00006725			
WATER	OPERATING SUPPLIES	0000063374	1,395.99	FIRE HYDRANT GASKETS
		=====		
		TOTAL:	1,395.99	
PINNACLE PUBLIC FINANCE INC	00005179			
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000063323	10,578.93	#37A LEASE PYMT/SEPT

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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
PINNACLE PUBLIC FINANCE INC	00005179			
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000063323	910.39	#37A LEASE PYMT/SEPT
			=====	
TOTAL:			11,489.32	
PIONEER VETERINARY CLINIC	00007412			
POLICE	OPERATING SUPPLIES	0000063404	14.08	SUPPLIES
			=====	
TOTAL:			14.08	
PLANNED & ENGINEERED CONST	00005505			
WATER SEWER CONSTRUCT	CIP-SEWER PROJECTS	0000063453	286,381.40	FINAL PE SEWER LINING 2012
			=====	
TOTAL:			286,381.40	
PLUMBMASTER	00006709			
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063369	41.81	DOOR KEY
			=====	
TOTAL:			41.81	
PNC EQUIPMENT FINANCE LLC	00007085			
EQUIPMENT LEASES	PRINCIPAL CAPITAL LEASE	0000063321	108.35	#36 LEASE PYMT/SEPT
EQUIPMENT LEASES	INTEREST ON CAPITAL LEASES/I	0000063321	9.62	#36 LEASE PYMT/SEPT
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000063321	14,939.32	#36 LEASE PYMT/SEPT
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000063321	1,325.98	#36 LEASE PYMT/SEPT
			=====	
TOTAL:			16,383.27	
PORT OF MOSES LAKE	00005822			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063168	50.00	BADGE FEE
			=====	
TOTAL:			50.00	
PROGRESSIVE MEDICAL INTL	00006656			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063311	2,932.39	AMBULANCE SUPPLIES
			=====	
TOTAL:			2,932.39	
PUD OF GRANT COUNTY	00001501			
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063316	387.50	ELEC SERVICE/MONTLAKE IRRIG
			=====	
TOTAL:			387.50	
QCL INC	00006542			
WATER	PROFESSIONAL SERVICES	0000063288	71.00	RANDOM DRUG TESTING
SEWER	PROFESSIONAL SERVICES	0000063288	142.00	RANDOM DRUG TESTING
			=====	
TOTAL:			213.00	
QUILL CORPORATION	00004811			
FINANCE	OPERATING SUPPLIES	0000063319	81.98	MISC SUPPLIES

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CITY OF MOSES LAKE
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NAME OF VENDOR	VENDOR NO	Expenditure Account	P.O. Number	P.O. Amount	Purpose of Purchase
Department	Object Description				
MISC. SERVICES	OPERATING SUPPLIES	0000063319	45.60	MISC SUPPLIES	
FIRE	OFFICE SUPPLIES	0000063163	36.66	COFFEE, TAPES	
FIRE	OPERATING SUPPLIES	0000063163	49.95	COFFEE, TAPES	
FIRE	OFFICE SUPPLIES	0000063310	23.73	ELEC PENCIL SHARPENER	
FIRE	OPERATING SUPPLIES	0000063319	59.94	MISC SUPPLIES	
WATER/BILLING	OPERATING SUPPLIES	0000063319	27.09	MISC SUPPLIES	
SEWER/BILLING	OPERATING SUPPLIES	0000063319	27.09	MISC SUPPLIES	
SANITATION FUND	OPERATING SUPPLIES	0000063319	27.09	MISC SUPPLIES	
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063163	49.95	COFFEE, TAPES	
			TOTAL:	429.08	
R J M	00006231				
STORM WATER	REPAIR & MAINT. EQUIP. (CONT	0000063385	676.53	RETERMINATION KIT	
			TOTAL:	676.53	
RICK HONSOWETZ	00004654				
STREET REPR/RECON	STREET RECONSTRUCTION	0000063430	10,310.38	S/W R/R CITY 1350 S PIONEER WY	
			TOTAL:	10,310.38	
SAFEGUARD BUSINESS SYSTEMS	00006080				
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063328	112.09	DEP TICKETS, STAMP	
			TOTAL:	112.09	
SARA HOFER	00007237				
PARK RECREATION	MUSEUM RESALE	0000063296	70.05	SOAP/BEACH BALL	
			TOTAL:	70.05	
SCOTT HUTSELL	00004130				
PARK RECREATION	MUSEUM RESALE	0000063292	52.50	FLORAL BOXES	
			TOTAL:	52.50	
SHARON PACE	00006985				
POLICE	TRAVEL & SUBSISTENCE /NON-ED	0000063400	9.00	MEALS	
			TOTAL:	9.00	
SHELLY MCCUITION	00005589				
FIRE	TRAVEL & SUBSISTENCE /NON-ED	0000063336	19.68	REIMB MILEAGE	
			TOTAL:	19.68	
SHERWIN-WILLIAMS	00006229				

CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
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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	0000063397	358.08	MISC SUPPLIES
=====				
TOTAL:			358.08	
SHIRTBUILDERS INC	00004022			
PARK RECREATION	MISCELLANEOUS (NOT LISTED BE	0000063278	225.00	PARKS & REC STAFF SHIRT
PARK RECREATION	OPERATING SUPPLIES	0000063446	86.32	SNS LOGO ON RASHGUARDS
FIRE	OPERATING SUPPLIES	0000063166	398.02	UNIFORM SHIRTS
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063166	398.02	UNIFORM SHIRTS
=====				
TOTAL:			1,107.36	
SPECIALTY WELDING INC	00006084			
FIRE	REPAIR & MAINT. EQUIP. (CONT	0000063159	42.09	WELD LADDER CRACKS
=====				
TOTAL:			42.09	
STANLEY SECURITY SOLUTIONS INC	00003152			
WATER SEWER CONSTRUCT	CIP-WATER PROJECTS	0000063417	211.57	DOORS - WELL 11 & 24
=====				
TOTAL:			211.57	
STONEWAY ELECTRIC SUPPLY	00007339			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063281	94.24	RELAY/ACV DETECTOR
=====				
TOTAL:			94.24	
SUNTRUST	00007361			
AMBULANCE DEBT SERVI	PRINCIPAL CAPITAL LEASE	0000063322	2,413.32	#34 LEASE PYMT/SEPT
AMBULANCE DEBT SERVI	INTEREST ON CAPITAL LEASES/I	0000063322	27.94	#34 LEASE PYMT/SEPT
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000063322	14,595.01	#34 LEASE PYMT/SEPT
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000063322	169.00	#34 LEASE PYMT/SEPT
=====				
TOTAL:			17,205.27	
SUSAN WALPOLE	00006715			
PARK RECREATION	MUSEUM RESALE	0000063301	59.50	PAINTING
=====				
TOTAL:			59.50	
SWANK MOTION PICTURES INC	00008015			
TOURISM ACTIVITIES	PROFESSIONAL SERVICES	0000063285	346.36	MOVIE IN PARK - DOLPHIN TALE
=====				
TOTAL:			346.36	
T BAILEY INC	00006733			
WATER SEWER CONSTRUCT	CIP-WATER PROJECTS	0000063415	6,688.50	FINAL PAY EST RES 9 - 2011
=====				
TOTAL:			6,688.50	
TARGET MEDIA NORTHWEST	00007815			

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
FIRE	ADVERTISING	0000063410	35.00	BOAT SAFETY AD
TOTAL:				35.00
TRANSPORTATION REVOLVING FUND FIRE	00001922 TRAVEL & SUBSISTENCE /EDUCAT	0000063144	40.00	MEALS/HOXIE/CLASS
TOTAL:				40.00
UNDERWRITERS LABORATORIES INC FIRE	00006987 PROFESSIONAL SERVICES	0000063158	823.40	INSPECTION SERVICE
EQUIP RENTAL-OPERATI	PROFESSIONAL SERVICES	0000063158	925.00	INSPECTION SERVICE
TOTAL:				1,748.40
UNIVAR USA INC SEWER	00006346 OPERATING SUPPLIES	0000063392	6,248.06	SCALE INHIBITING TABLETS
TOTAL:				6,248.06
USPS/PB POSTAGE BY PHONE CENTRAL SERVICES	00007859 POSTAGE	0000063338	6,000.00	POSTAGE FOR MACHINE
TOTAL:				6,000.00
VALLEY ATHLETICS PARK RECREATION	00006626 OPERATING SUPPLIES	0000063233	2,835.61	INFIELD CONDITIONER
PARK RECREATION	OPERATING SUPPLIES	0000063233	2,835.61	INFIELD CONDITIONER
TOTAL:				5,671.22
VIRGINIA KENNEDY POLICE	00004146 TRAVEL & SUBSISTENCE /NON-ED	0000063399	8.43	MEALS
TOTAL:				8.43
W S C A A AIRPORT	00006060 MISCELLANEOUS (NOT LISTED BE	0000063289	160.00	REGIS/FALL CONF
TOTAL:				160.00
WA CITIES INSURANCE AUTHORITY SELF-INSURANCE	00006720 JUDGEMENTS AND DAMAGES	0000063437	8,758.71	INSURANCE DEDUCTIBLE
TOTAL:				8,758.71
WA ST CRIMINAL JUSTICE TRNG POLICE	00003831 REGISTRATION & MEMBERSHIPS	0000063403	85.00	REGISTRATION
TOTAL:				85.00
WENATCHEE VALLEY MEDICAL CTR FIRE	00005069 PROFESSIONAL SERVICES	0000063313	59.90	VACCINE
TOTAL:				59.90
WILLIAM CHARLES WEST	00004966			

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NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====	=====	=====	=====	=====
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000063315	56,473.17	PE 3 DIV ST LIFT STATION 2012
			=====	
		TOTAL:	56,473.17	
Z ENGINEERS PLLC	00005614			
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000063447	1,562.50	PROFESS SERV DIV ST LIFT STAT
			=====	
		TOTAL:	1,562.50	
			=====	
		REPORT TOTAL:	974,612.19	

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CITY OF MOSES LAKE
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TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	80,716.00
102	TOURISM ACTIVITIES	346.36
103	GRANTS AND DONATIONS	5,109.43
116	STREET	7,209.83
119	STREET REPR/RECON	129,379.14
275	EQUIPMENT LEASES	117.97
314	PARK & RECREATION IMPROV.	400.00
410	WATER/SEWER	55,523.64
477	WATER SEWER CONSTRUCTION	368,272.84
490	SANITATION FUND	198,571.84
493	STORM WATER	5,227.20
495	AIRPORT	391.35
498	AMBULANCE SERVICE FUND	20,534.41
499	AMBULANCE DEBT SERVICE	2,441.26
503	SELF-INSURANCE	8,758.71
517	CENTRAL SERVICES	13,023.67
519	EQUIPMENT RENTAL	76,128.60
528	BUILD MAINTENANCE	2,459.94

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CITY OF MOSES LAKE
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TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
-----	-----	-----
	TOTAL	974,612.19

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

CORRECT AMOUNT TO BE PAID

* * * * *

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*
*
* 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 \$974,612.19 THIS 11ST DAY OF SEPTEMBER, 2012
*
*
*
*
* COUNCIL MEMBER COUNCIL MEMBER
*
*
*
* COUNCIL MEMBER FINANCE DIRECTOR
* * * * *

September 5th, 2012

TO: City Manager
For City Council Consideration

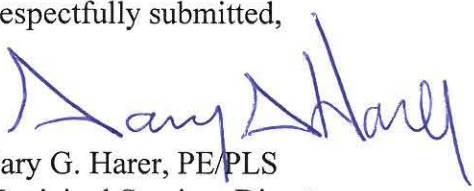
FROM: Municipal Services Director

**SUBJECT: ACCEPT WATER MAIN IMPROVEMENTS
ATLANTIC STREET WATER MAIN EXTENSION
LOT 12, BLOCK 2, VANCE EMERY ADDITION**

The attached resolution is presented to the City Council for acceptance of a water main improvements, lying in dedicated right-of-way or easements, as part of Atlantic Street Water Main Extension. These improvements have been constructed in accordance with the City of Moses Lake's Street and Utility Standards.

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

Respectfully submitted,



Gary G. Harer, PE/PLS
Municipal Services Director

GH;tv

encl.

cc: Development Engineer - Russell Brown

RESOLUTION NO.

**A RESOLUTION ACCEPTING WATER MAIN IMPROVEMENTS FOR MUNICIPAL
USE AS PART OF ATLANTIC STREET WATER MAIN EXTENSION LOT 12, BLOCK
2 VANCE EMERY ADDITION**

Recitals:

1. Street and Utility improvement, lying in dedicated right-of-way or easement, are in place and connected to the City of Moses Lake's street and utility systems as part of Atlantic Street Water Main Extension Lot 12, Block 2 Vance Emery Addition.
2. Said street and utility improvements have been installed in accordance with the City of Moses Lake's Community Standards, such facilities being completed in August, 2012.
3. RCW 35.91.030 indicates that public street and utility facilities, which are developer installed should be accepted by the City of Moses Lake upon completion if the facilities are built to city standards.

Resolved:

1. The City Council of the City of Moses Lake accepts the street and utility improvements as facilities of the City of Moses Lake and as such will charge for use of facilities as authorized by ordinance.
2. After September 11th, 2014, all further maintenance and operation cost of said street and utility improvements, shall be borne by the City of Moses Lake, as provided by city ordinance.

ACCEPTED by the City Council on September 11th, 2012.

Bill J Ecret, Mayor


W. Robert Taylor, Acting Finance Director

MEMORANDUM

CITY OF MOSES LAKE
DEVELOPMENT ENGINEERING DIVISION

August 29, 2012

TO: Municipal Services Director

FROM: Development Engineer, Russell L. Brown 

RE: **ATLANTIC STREET WATER MAIN EXTENSION
LOT 12, BLOCK 2, VANCE EMERY ADDITION**

The water main improvements constructed in the vicinity of the Peninsula/Atlantic intersection have can be completed and may be submitted to Council for acceptance into the Cities water system.

For reference the water main improvements were driven by the need to provide a domestic water service for a single family residence at 3214 West Peninsula Drive (Lot 12, Block 2, Vance Emery Addition) which is currently under construction.

Firouzi Construction and Development Inc. has provided a job specific Street and Utility Construction Bond through Western Surety Company, Bond Number 71278752, in the amount of **\$33,000.00**. At the request of the Surety the bond may be reduced to \$11,000.00 upon acceptance of the improvements by the City. The bond must remain in place for two years from the date of acceptance of the improvements by the Council.

A site plan is attached.

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

cc: Building Official
Water Supervisor





September 4, 2012

TO: Council Members
FROM: Mayor Bill Ecret
RE: Appointment to the Tourism Commission

I have received a letter requesting an appointment to the Tourism Commission from Mr. Jeremy Boetger.

It is my intention to honor this request at the September 11, 2012, Council meeting.

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

BJE:sg

cc: City Manager

August 27, 2012

Mayor Bill Ecret
City of Moses Lake
P.O. Box 1579

RE: Tourism Commission Vacancy

Dear Mayor Ecret:

I would be interested in volunteering for one of the vacant seats on the Tourism Commission for the City of Moses Lake.

I currently serve on the Board of Habitat for Humanity of Greater Moses Lake and have held various positions within that organization over the past 4 years.

I also am Co-Owner of Michaelle Boetger Graphic Designs, a business my wife and I have had in Moses Lake for over five years.

I have given back to the community through Habitat and have serviced many businesses in the community through my own business. I look forward to learning more and increasing tourism in our community, which benefits everyone.

Thank you for your consideration.



Jeremy Boetger



September 6, 2012

Honorable Mayor and
Moses Lake City Council

Dear Council Members

Attached is a proposed ordinance continuing the moratorium on the establishment of medical marijuana collective gardens.

It is suggested the moratorium be extended because the legislature has not yet resolved the issues which exist in current state law with regard to collective gardens. Additionally, there is a significant issue remaining with regard to the effect of federal law which needs to be resolved.

A public hearing has been scheduled and should be held prior to consideration of the ordinance.

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

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MOSES LAKE EXTENDING A MORATORIUM ON THE ESTABLISHMENT OF MEDICAL MARIJUANA COLLECTIVE GARDENS, DEFINING "MEDICAL MARIJUANA COLLECTIVE GARDENS"; PROVIDING FOR A PUBLIC HEARING; ESTABLISHING AN EFFECTIVE DATE, AND PROVIDING THAT THE MORATORIUM, UNLESS EXTENDED, WILL SUNSET WITHIN SIX (6) MONTHS OF THE DATE OF ADOPTION.

Recitals:

1. On September 27, 2011, the City Council passed Ordinance No. 2630 imposing a moratorium on the licensing, establishment, maintenance or continuation of any medical marijuana collective garden; and
2. Ordinance No. 2630 defined the medical marijuana collective gardens that were subject to the moratorium and adopted findings and conclusions supporting the moratorium; and
3. On September 27, 2011, the City Council conducted a public hearing to take public testimony on the imposition of the moratorium; and
4. Additional time is needed to allow the City to consider land use regulations to address medical marijuana collective gardens; and
5. RCW 35A.63.220 and RCW 36.70A.390 allow the City to extend a moratorium for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and
6. Because the moratorium was set to expire on September 13, 2012, the City Council considered the issue of whether the moratorium should be extended for an additional six-month period during its regular Council meeting on August 28, 2012, and;
7. The City Council desires to enter findings in support of extension of the moratorium;

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

Section 1. The recitals set forth above are hereby incorporated as findings of fact.

Section 2. The City Council further finds as follows:

- A. The possession or distribution of marijuana has been and continues to be a violation of state law pursuant to Chapter 69.50 RCW (Washington's uniform Controlled Substances Act), and federal law, through the Controlled Substances Act; and
- B. In 1998, the voters of Washington State approved Initiative 692, now codified as Chapter 69.51A RCW, which created a limited defense to marijuana charges under state, not federal law, if the person charged could demonstrate that he or she was a qualifying patient or designated provider as those terms are defined in Ch. 69.51A RCW; and
- C. In 2011, the state legislature passed Engrossed Second Substitute Senate Bill (E2SSB) 5073 making significant amendments to the medical marijuana law in Washington; and
- D. The Governor signed the E2SSB 5073, but vetoed several portions expressing her reservations about provisions that involved state employees in activities that could be interpreted as in violation of federal laws; and
- E. E2SSB 5073 became effective on July 22, 2011; and

- F. E2SSB 5073 authorizes "collective gardens" where up to ten qualifying patients may join together to produce, grow and deliver up to 45 marijuana or cannabis plants for medical use; and
- G. Under E2SSB 5073 there is no limit to the number of medical marijuana collective gardens that may be located at any site nor restrictions as to where collective gardens may be located in relation to other uses; and
- H. Medical marijuana collective gardens are not currently addressed in the Moses Lake zoning code and under Section 1102 of E2SSB 5073 cities may adopt zoning requirements for collective gardens; and
- I. Unless the moratorium imposed by Ordinance No. 2630 is extended, medical marijuana collective gardens may be located within the City of Moses Lake while the City lacks the necessary tools to ensure the location is appropriate and that the potential secondary impacts of collective gardens are minimized and mitigated; and
- J. Initiative Measure No. 502, filed July 8, 2011 and on the ballot in November, 2012, proposes to legalize the production, possession, delivery, distribution and sale of marijuana subject to regulation by the State Liquor Control Board for both recreational and medicinal use; and
- K. Should Initiative 502 pass, the State will issue licenses to marijuana producers, processors and retailers for locations and operations within city limits, and the State Liquor Board must adopt rules associated with the regulation of licensed marijuana producers, processors and retailers within city limits by December 1, 2013; and
- L. The City cannot forecast whether Initiative 502 will pass and become law nor predict what rules the State Liquor Control Board will adopt in response thereto. Therefore, the City cannot presently anticipate what action may be necessary to respond to the effects of Initiative 502, should it pass;
- M. The City Council deems it to be in the public interest to extend the moratorium imposed by Ordinance No. 2630 pending consideration of land use regulations to address medical marijuana collective gardens and pending the passage or failure of Initiative 502 in November, 2012.

Section 3. Pursuant to the provisions of RCW 35A.63.220 and RCW 37.70A.390, the moratorium enacted by Ordinance No. 2630 prohibiting the licensing, establishment, maintenance or continuation of any medical marijuana collective garden in the City of Moses Lake is extended for six months. A "medical marijuana collective garden" is an area or garden where qualifying patients engage in the production, processing, or transporting and delivery of marijuana for medical use as set forth in the E2SSB 5073 and subject to the limitations therein.

Section 4. Medical marijuana collective gardens as defined in Section 3 are hereby designated as prohibited uses in the City of Moses Lake. In accordance with the provisions of RCW 35A.82.020 and Moses Lake Municipal Code 5.04, no business license shall be issued to any person for a medical marijuana collective garden, which use is hereby defined to be a prohibited use under the ordinances of the City of Moses Lake.

Section 5. The moratorium set forth in this Ordinance shall be in effect for a period of six months from the date this ordinance is passed and shall automatically expire on that date unless extended as provided in RCW 35A.63.220 and RCW 36.70A.390, or unless terminated sooner by the Moses Lake City Council.

Section 6. The City Manager is hereby authorized and directed to develop draft regulations regarding collective gardens. The regulations shall be referred to the Moses Lake Planning Commission for review and recommendation for inclusion in the Moses Lake Zoning Code.

Section 7. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 8. 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 September 11, 2012.

Bill J. Ecret, Mayor

ATTEST:

W. Robert Taylor, Acting Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney



September 5, 2012

Honorable Mayor and
Moses Lake City Council

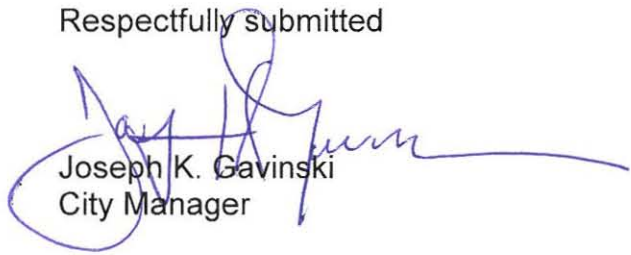
Dear Council Members

Attached is a proposed ordinance amending Chapter 3.30 of the Moses Lake Municipal Code entitled "Utility Occupational Tax".

The proposed amendment corrects a clerical error in Section 3.30.055 where the amount from the utility occupational tax on furnishing natural gas was listed twice.

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

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 3.30 OF THE MOSES LAKE MUNICIPAL
CODE ENTITLED "UTILITY OCCUPATIONAL TAX"

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

Section 1. Chapter 3.30 of the Moses Lake Municipal Code entitled "Utility Occupational Tax" is amended as follows:

3.30.055 Street Overlay, Repair, and Reconstruction Fund: Of the utility occupational tax levied in Section 3.30.050 (C), (D), (E F), and (G), three percent (3%) shall be deposited in the City's "Street Repair and Reconstruction Fund" to be used solely for the repair and reconstruction of the streets in the City. Furthermore, of the utility occupational tax levied in Section 3.30.050 (A), (B), and (F), one percent (1%) shall be deposited in the "Street Repair and Reconstruction Fund" to be used solely for the same purposes.

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 September 25, 2012.

Bill J. Ecret, Mayor

ATTEST:

W. Robert Taylor, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

September 6, 2012

TO: City Manager for Council Consideration

FROM: Gary G. Harer, Municipal Services Director

SUBJECT: Ordinance - Amend Chapter 13.08 - 1st Reading

Attached is an ordinance which amends Chapter 13.08, Water and Sewer Connections by providing for reimbursement for the construction of the 2012 Watermain Project.

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

Respectfully submitted



Gary G. Harer
Municipal Services Director

GGH:jt

ORDINANCE NO.

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

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

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

13.08.102 Water Main Charges - Water Main Project – 2012: Water main installation charges constructed with City funds shall be reimbursed by certain property owners listed below, upon property subdivision or upon request to connect to the City water. The reimbursement fees listed below shall be in addition to other regular permit fees that are due and shall be assessed against the properties listed below that are on each side of Randolph Road located in the SE 1/4 Section 28, the SW 1/4 Section 27, the NW 1/4 Section 34, and Section 33 all in Township 20 North, Range 28 East, W.M.; and the properties that are located on each side of Beacon Road, and Beacon Road extended to Longview Street located in the South 1/2, Section 10, Township 19 North, Range 28 East, W.M.:

1. Those properties fronting on each side of Randolph Road shall be assessed per Grant County Parcel Number:

<u>Grant County Parcel Number</u>	<u>Assessment</u>
171016000	\$25,549
312079000	\$ 5,716
312080000	\$ 5,939
110866002	\$20,544
110866001	\$19,989
313388000	\$15,159
110069515	\$14,018
110069514	\$ 8,085
110069516	\$15,277
110069517	\$13,071
171051000	\$90,333

2. Those properties fronting on each side of Beacon Road and Beacon Road extended to Longview Street shall be assessed \$24.85 per front foot.

The above reimbursement rates shall be adjusted upward commencing on June 2, 2014 by the change in the January to January all West Coast Cities CPI- index issued in 2013 and shall be so adjusted each June 1 thereafter using the same index.

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 September 25, 2012.

ATTEST

Bill Ecret, Mayor

Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney



September 5, 2012

Honorable Mayor and
Moses Lake City Council

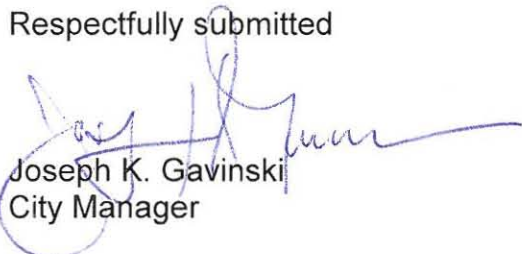
Dear Council Members

Attached is a proposed ordinance granting a franchise to iFiber Communications Corporation to operate and maintain a cable system in the City of Moses Lake and setting forth conditions accompanying the grant of franchise.

The current franchise with iFibert expired on June 1, 2012. This franchise is for a 10 year period and will expire on May 31, 2022.

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

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

ORDINANCE NO.

AN ORDINANCE GRANTING A FRANCHISE TO IFIBER COMMUNICATIONS CORPORATION TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MOSES LAKE AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE.

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

Section 1. Findings. iFiber Communications Corporation, ("Grantee") desires to operate a cable system in the rights-of-way of the City of Moses Lake. Negotiations between iFiber and the City have been completed and the franchise process followed in accordance with the guidelines established by applicable law. As a condition of receiving this franchise, Grantee has agreed to abide by the City's current and future lawful policies, ordinances and regulations regarding infrastructure usage, and street-cuts and rights-of-way.

Section 2. Adoption. This ordinance shall be known as the iFiber Communications Corporation 2012 Franchise and shall provide as follows.

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SECTION 1. DEFINITIONS. For the purposes of this Agreement and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not

inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- 1.1 "Affiliate" when used in connection with Grantee means any corporation, person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.
- 1.2 "Basic Service" means any service tier which includes the retransmission of local television broadcast signals, or as such service tier may be further defined by federal law.
- 1.3. "Cable Act" mean the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992 and any amendments thereto, including those contained in the Telecommunications Act of 1996, and any future federal cable television legislation.
- 1.4 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide Cable Service over a Cable System and directly or through one or more Affiliates own a significant interest in such Cable System or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.
- 1.5 "Cable Service" means the one-way transmission of video programming or other programming service to Subscribers, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.6 "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand service; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric utility used solely for operating its electric utility systems.
- 1.7 "Channel" means a portion of the electromagnetic spectrum which is used in a Cable System and is capable of delivering a television channel, as television channel is defined by the FCC in other applicable regulations.
- 1.8 "Downstream" means the transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.
- 1.9 "FCC" means the Federal Communications Commission.
- 1.10 "Franchise" means the non-exclusive and revocable authorization or renewal thereof for the construction or operation of a Cable System such as is granted by this Agreement, whether such authorization is designated as a franchise, license, resolution, contract, certificate, agreement or otherwise.
- 1.11 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by Grantor during the term of this Agreement.
- 1.12 "Gross Revenues" means all amounts accrued by Grantee in whatever form and from all sources, from the operation of Grantee's Cable System to provide Cable Service within the franchise area. "Gross Revenues" shall include, without limitation, all amounts for all Cable Services, including, but not limited to, basic, expanded basic, premium, and pay-per-view services, advertising sales and installation fees and charges. "Gross Revenues" shall also include any revenue received by any affiliate of Grantee where such revenue in the ordinary course of business has been paid or should have been paid to Grantee from the operation of its Cable System to provide Cable Service within

the franchise area. By way of illustration and not limitation, this definition would include revenue derived from the sale of Cable System advertising time by an affiliate of Grantee. "Gross Revenues" shall not include bad debt, sales taxes, or other taxes which are collected by Grantee on behalf of, and for payment to, the local, state or federal government.

- 1.13 "Headend" means a facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors and all other related equipment and facilities.
- 1.14 "Interconnect" means the provision by Grantee of technical, engineering, physical, and all other necessary components to maintain a physical linking of Grantee's Cable System and Cable Service or any designated channel or signal pathway thereof with neighboring Cable Systems, so that Cable Service of technically adequate quality may be sent to, and received from, other systems in accordance with this Agreement.
- 1.15 "Leased Access Channel" means any channel commercially available for programming for a fee or charge by Grantee to members of the general public.
- 1.16 "Person" means any individual, natural person, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.
- 1.17 "School" means any accredited educational institution, public or private, including, but not limited to, primary and secondary schools, and colleges and universities.
- 1.18 "Street" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the franchise area: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas.
- 1.19 "Subscriber" means any person who elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of, or in connection with, the Cable System, and whose premises are physically wired and lawfully activated to receive Cable Service from Grantee's Cable System.
 - A. "Commercial Subscriber" which means any subscriber other than residential subscriber.
 - B. "Residential Subscriber" which means any person who receives Cable Service delivered to single or multiple dwelling units, excluding such multiple dwelling units billed on a bulk-billing basis.
- 1.20 "Upstream" means the carrying of a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

- A. This Agreement authorizes Grantee to engage in providing Cable Service, as that term is defined in 47 U.S.C. Sec. 522(6), as amended.
- B. Grantee promises and guarantees, as a condition of exercising the privileges granted by this Agreement, that any affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the franchise area, or directly involved in the management or operation of the Cable System in the franchise area will also comply with the terms and conditions of this Agreement.

- 2.2 Use of Public Streets and Ways: Grantee will provide a Cable Service within the franchise area by means of infrastructure owned and maintained by a third party which party has separately obtained a franchise from the City to locate and maintain its infrastructure in the public rights-of-way. Grantee is not granted any permission to make any use of the City's rights-of-way except as a user of the

third party's infrastructure upon such terms and conditions as the Grantee and the third party shall determine.

- 2.3 Duration: The term of this Agreement and all rights, privileges, obligations and restrictions pertaining thereto shall be from the effective date of this Agreement through May 31, 2022.
- 2.4 Effective Date: The effective date of this Agreement shall be June 1, 2012, unless Grantee fails to file an unconditional written acceptance of this Agreement by November 1, 2012, in which event this Agreement shall be null and void, and any and all rights of Grantee to operate a Cable System within the franchise area under this Agreement are hereby terminated.
- 2.5 Franchise Nonexclusive: This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor and for such additional franchises for Cable Systems as Grantor deems appropriate, upon such terms and conditions as Grantor deems appropriate.
- 2.6 Grant of Other Franchises:
- A. In the event the Grantor enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the Grantee for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the service area, in which the Grantee is actually providing Cable Service under the terms and conditions of this Agreement, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.
 - B. If Grantor grants a franchise to a third party for service to an area that Grantee is not actually serving or required to extend service to, and which has material provisions that are not reasonably comparable to those contained herein, Grantor shall offer Grantee a franchise to serve the same area under terms and conditions that are reasonably comparable to those set forth in the franchise agreement entered into with the third party.
- 2.7 Police Powers: Grantee's rights hereunder are subject to the lawful police powers of Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all applicable laws and ordinances enacted, or hereafter enacted, by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof. Notwithstanding the foregoing, Grantor agrees it will not impose any regulation pursuant to the Cable Act not contained herein during the term of this franchise without negotiation with the Grantee and an opportunity for the Grantee to terminate this franchise rather than accept further regulation under the powers granted the Grantor under the Cable Act.
- 2.8 Relations to Other Provisions of Law: This Franchise Agreement and all rights and privileges granted under the franchise are subject to, and the Grantee must exercise all rights in accordance with, applicable law, as amended over the franchise term. However, this franchise is a contract, subject only to the Grantor's exercise of its police and other powers and applicable law. This franchise does not confer rights or immunities upon the Grantee other than as expressly provided herein. In the case of any conflict between the express terms of this Franchise Agreement and any ordinance of general application enacted pursuant to the Grantor's police power, the ordinance shall govern. Grantee does not waive its right to challenge the lawfulness of a particular enactment, including on the grounds that a particular action is an unconstitutional impairment of contractual rights. The franchise issued and the franchise fee paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax, unless expressly stated herein.
- 2.9 Effect of Acceptance: By accepting the Agreement, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Agreement; (2) agrees that it will not oppose the Grantor's intervening in any proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Agreement was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

- 2.10 Effect of Change in the Cable Act: This form of franchise is agreed to between the parties owing to the provisions of the Cable Act in place at the time it was entered into. In the event the Cable Act is amended or other federal legislation is adopted providing other means to regulate Grantee's activity, the Grantor and Grantee agree to negotiate to implement such other means of regulation of Grantee's activity.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

- 3.1 Franchise Fee: As compensation for the benefits and privileges granted under this Agreement and in consideration of permission to use Grantor's streets, Grantee shall pay as a franchise fee to Grantor, throughout the duration of this Agreement, an amount equal to five percent (5%) of Grantee's gross revenues derived from the operation of the Cable System to provide cable service in the franchise area. Accrual of such franchise fees shall commence as of the effective date of this Agreement. The franchise fees are in addition to all other fees, assessments, taxes or payments of general applicability that the Grantee may be required to pay under any federal, state or local law. This Agreement and the franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge or tax.
- 3.2 Payments: Grantee's franchise fee payments to Grantor shall be computed monthly. Each monthly payment shall be due and payable no later than thirty (30) days after the last day of the preceding month.
- 3.3 Acceptance of Payment and Recomputation: No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.
- 3.4 Monthly Franchise Fee Reports: Each payment shall be accompanied by a written report to Grantor, containing an accurate statement in summarized form, as well as in detail, of Grantee's gross revenues and the computation of the payment amount.
- 3.5 Annual Franchise Fee Reports: On an annual basis, upon thirty (30) days' prior written notice, Grantor shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this Agreement, in accordance with generally accepted accounting principles. The City may hire an independent certified public accountant to audit the Grantee's financial records, in which case the Grantee shall provide all necessary records to the certified public accountant. If the audit shows that franchisee fees have been underpaid by four percent (4%) or more, Grantee shall pay the total cost of the audit.
- 3.6 Interest on Late Payments: In the event that a franchise fee payment or other sum is not received by the Grantor on or before the due date, or is underpaid, the Grantee shall pay in addition to the payment, or sum due, interest from the due date at a rate equal to the interest rate specified for judgments entered in the Superior Court of the State of Washington.
- 3.7 Alternative Remedies: If any section, subsection, paragraph, term or provision of this Franchise Agreement or any ordinance, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional or unenforceable, such holding shall be confined in its operation to the section, subsection, paragraph, term or provision directly involved in the controversy in which such holding shall have been rendered and shall not in any way affect the validity of any other section, subsection, paragraph, term or provision hereof. Under such a circumstance, the Grantee shall, upon the Grantor's request, meet and confer with the Grantor to consider amendments to the Franchise Agreement. The purpose of the amendments shall be to place the parties, as nearly as possible, in the position that they were in prior to such determination, consistent with applicable law. In the event the parties are unable to agree to a modification of this Agreement within sixty (60) days, either party may either (1) resort to litigation to amend the Agreement; or (2) shorten the Agreement to 36 months, at which point either party may invoke the renewal procedures under 47 U.S.C. subsection 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

- 3.8 Additional Commitments Not Franchise Fees: No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay franchise fees to Grantor. Although the total sum of franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not franchise fees as defined under any federal law, nor are they to be offset or credited against any franchise fee payments due to Grantor.
- 3.9 Costs of Publication: Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Agreement and any amendments thereto, as such notice or publication is reasonably required by Grantor or applicable law.
- 3.10 Tax Liability: Payment of the franchise fees under this Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee or other generally applicable fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor.
- 3.11 Payment on Termination: If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the gross revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in any Letter of Credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

- 4.1 Authority: Grantor is vested with the power and right to regulate the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under state and local law, to any agent, in its sole discretion.
- 4.2 Rates and Charges: All of Grantee's rates and charges related to or regarding Cable Service shall be subject to regulation by Grantor to the full extent authorized by applicable federal, state and local laws.
- 4.3 Rate Discrimination: All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card), and shall be nondiscriminatory as to all persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law, with similar rates and charges for all subscribers receiving similar Cable Service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability, or geographic location in the franchise area. Grantee shall provide equivalent Cable Service to all residential subscribers at similar rates and to commercial subscribers as authorized by applicable laws. Nothing herein shall be construed to prohibit:
- A. The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;
 - B. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;
 - C. Grantee from establishing different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations; or
 - D. Grantee from establishing different and nondiscriminatory rates and charges for residential subscribers as allowable by federal law and regulations.
- 4.4 Filing of Rates and Charges:
- A. Throughout the term of this Agreement, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Agreement. Nothing in this subsection shall be construed to require Grantee to file rates and charges under

temporary reductions or waivers of rates and charges in conjunction with promotional campaigns provided that Grantee shall make reasonable efforts to notify Grantor in writing in advance of such promotions.

- B. Grantee shall provide upon request from Grantor a complete schedule of current rates and charges for any and all leased access channels, or portions of such channels, provided by Grantee. The schedule shall include a description of the price, terms and conditions established by Grantee for leased access channels.

4.5 Time Limits Strictly Construed: Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond the reasonable control of Grantee, such as acts of God (for example, floods, tornadoes, earthquakes or unusually severe weather conditions), Grantee's performance shall be excused during the force majeure occurrence and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for such obligation which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

4.6 Performance Evaluation Sessions:

- A. Grantor may hold regular performance evaluation sessions annually on the anniversary dates of the effective date of this Agreement. All such evaluation sessions shall be conducted by Grantor.
- B. Special evaluation sessions may be held at any time by Grantor during the term of this Agreement.
- C. All regular evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the franchise area.
- D. Evaluation sessions shall deal with the Grantee's performance of the terms and conditions of the franchise and compliance with state and federal laws and regulations.
- E. As part of the annual performance evaluation session, Grantee shall submit to the Grantor a list of all cable services available. If the Grantor has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the Grantor, at its expense, retains the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the cable system.
- F. During evaluations under this section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as necessary and reasonable for Grantor to perform the evaluation.

SECTION 5. FINANCIAL AND INDEMNIFICATION REQUIREMENTS

5.1 Indemnification

- A. Scope of Indemnity. Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor and its officers, boards, commissions, agents, and employees against any and all claims, including, but not limited to, third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the operation of its Cable System regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement provided, however, the Grantee will not be obligated to indemnify Grantor should Grantor intervene in any proceeding regarding the grant of this Agreement pursuant to Section 2.9 of this Agreement. Without limiting in any way the

Grantee's obligation to indemnify the Grantor and its officers, boards, commissions, agents, and employees, as set forth above, this indemnity provision also includes damages and liabilities such as:

1. To persons or property, in any way arising out of or through the acts or omissions of the Grantee, its contractors, subcontractors and their officers, employees, or agents, or to which the Grantee's negligence shall in any way contribute;
 2. Arising out of any claim for invasion of the right of privacy; for defamation of any person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark, or patent; for a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System; or for violation of any other right of any person;
 3. Arising out of Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Grantee with respect to any aspect of its business to which this Agreement applies; and
 4. Arising from any third party suit, action or litigation, whether brought by a competitor to Grantee or by any other person or entity, whether such person or entity does or does not have standing to bring such suit, action or litigation if such action (1) challenges the authority of the Grantor to issue this Agreement to Grantee; or (2) alleges that, in issuing this Agreement to Grantee, the Grantor has acted in a disparate or discriminatory manner.
- B. Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, settle or compromise any claims arising thereunder, and the Grantor shall cooperate fully therein. Grantee shall accept or decline the tender within thirty (30) days. Grantee shall reimburse reasonable attorneys' fees and costs incurred by the Grantor during the thirty (30) day period in which the Grantee accepts or declines tender. In the event that the Grantee declines defense of the claim in violation of Section 5.3, the Grantor may defend such claim and seek recovery from Grantee its expenses for reasonable attorneys' fees and disbursements, including expert witness fees, incurred by Grantor for defense and in seeking such recovery.
- 5.2 Performance Bond: Upon or before the effective date of this franchise, Grantee shall obtain and maintain during the entire term of this franchise, including any extensions or renewals thereof, at its own cost and expense, a performance bond that shall be filed with the Grantor in the amount of six thousand dollars (\$6,000) as guarantee for the faithful performance by it of all the provisions of this franchise. Such bond shall be reviewed at the end of sixty (60) months. The amount of the bond shall be set for the remainder of the franchise term at the greater of six thousand dollars (\$6,000) or the amount of franchise fees paid in the sixtieth month.

SECTION 6. CUSTOMER SERVICE

- 6.1 Customer Service Standards: The Grantee shall meet or exceed any customer service standards adopted by the FCC and, to the extent the same are stricter or address different matters, those adopted now or in the future by the Grantor.
- 6.2 Subscriber Privacy: Grantee will comply with privacy rights of subscribers in accordance with federal, state and local law.
- 6.3 Local Customer Access: Throughout the Agreement term, the Grantee shall provide telephones and other equipment so that customer complaints and service requests can be received by Grantee on a twenty-four (24) hour basis at a toll-free telephone number.

- 6.4 Emergency Override: The Grantee shall maintain systems, equipment, and procedures permitting preempting of the regular signal on all channels with emergency warning signals originating from the Grant County Emergency Services (GCES). The following stipulations shall apply, except where and to what extent they may be preempted by FCC regulations:
- A. The Director of the GCES shall determine when the Emergency Cable Override is to be activated in response to actual or impending emergency conditions.
 - B. The Grantee shall provide and maintain all equipment, systems, software, services, security provisions, and procedures required for a fully operational emergency cable override warning system in accordance with FCC rules. Any equipment necessary for activation of the system by the GCES shall be provided by the Grantor. Activation points shall be at the GCES and one other backup point within the Grant County area, as mutually agreed upon by the parties.
 - C. The cable override shall consist of audio and crawler text signals as required by the Federal Communications Commission rules governing the new Emergency Alert System (EAS).
 - D. The system shall be tested as determined by the GCES not more than monthly and not less than annually.
 - E. The Grantee shall cooperate fully with the GCES in all other matters pertaining to a functioning emergency cable override system.
 - F. Should the owner of the infrastructure which is the means of transmission of the Cable Service authorized in this Agreement provide the emergency override acceptable to the GCES, then the Grantee shall have no further obligation under this provision.

SECTION 7. REPORTS AND RECORDS:

7.1 Open Records

- A. Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to City. City shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and affiliated entities which are reasonably related and necessary to the administration or enforcement of the terms of this Agreement. Grantee shall not deny City access to any such records of Grantee on the basis that Grantee's records are under the control of any parent corporation, affiliated entity or a third party related to this Agreement. City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other section shall be furnished to City at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that City inspect them at one of Grantee's local area offices. If any books or records of Grantee are not kept in a local area office and not made available in copies to City upon written request as set forth above, and if City determines that an examination of such records is necessary or appropriate to the performance of any of City's duties, administration or enforcement of this Agreement, then all reasonable travel expenses incurred in making such examination shall be paid by Grantee. If any books or records of Grantee are not kept in a local office, Grantee will provide or otherwise make such documents available for inspection and review at the local office within ten (10) working days.

- 7.2 Confidentiality: City agrees to treat as confidential any books and records that constitute proprietary or confidential information under federal or state law, to the extent Grantee makes City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under state or federal law. If City receives a demand from any person for disclosure of any information designated by Grantee as confidential, City shall, so far as consistent with applicable law, advise Grantee in advance so that Grantee may take appropriate steps to protect its interests and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time.

Until otherwise ordered by a court or agency of competent jurisdiction, City agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any person.

7.3 Complaint File:

- A. Grantee shall keep an accurate and comprehensive file of any and all complaints regarding the Cable System as required by the FCC.

7.4 Inspection of Facilities: City may inspect upon request any of Grantee's facilities and equipment to confirm performance under this Agreement at any time upon at least forty-eight (48) hours notice, or, in case of an emergency, upon demand without prior notice.

7.5 False Statements: Any intentional false or misleading statement or representation in any report required by this Agreement may be deemed a material violation of this Agreement and may subject Grantee to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories:

- A. Grantee's cable television system shall provide the widest diversity of programming possible. Grantee shall provide at least the following broad categories of programming to the extent such categories are reasonably available:

1. Educational programming;
2. Washington State news and information;
3. Sports;
4. General entertainment (including movies);
5. Children/family-oriented;
6. Arts, culture and performing arts;
7. Foreign language;
8. Science/documentary;
9. Weather information;
10. Programming addressed to diverse ethnic and minority interests in the franchise area; and
11. National, state, and local government affairs.

- B. Grantee shall not delete any broad category of programming within its control.

8.2 Parental Control Device: Upon request by any subscriber, Grantee shall, without charge, fully scramble or otherwise fully block the audio and video programming of each channel carrying such programming so that one not a subscriber does not receive it. Upon request by a subscriber, Grantee may install a filter to block at least the video of certain channels a subscriber subscribes to but finds objectionable.

8.3 Leased Access Channels: Grantee shall meet the requirements for leased access channels imposed by federal law.

8.4 Continuity of Service:

- A. It shall be the right of all subscribers to continue to receive cable service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the *force majeure* provisions of this Agreement, Grantee shall use its best efforts to ensure that all subscribers receive continuous, uninterrupted cable service.
- B. In the event of a change in ownership, or in the event a new cable operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with City and such new cable operator in maintaining continuity of service to all subscribers.

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

SECTION 9. TEST AND COMPLIANCE PROCEDURES

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

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

SECTION 10. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

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

SECTION 11. FRANCHISE VIOLATIONS: REVOCATION OF FRANCHISE

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

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

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

11.3 Removal:

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

11.4 Receivership and Foreclosure

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

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

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

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

SECTION 12. FRANCHISE RENEWAL AND TRANSFER

12.1 Renewal:

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

12.2 Transfer of Ownership or Control:

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

foregoing, if the Grantor fails to render a final decision on the request within one-hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

- E. Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee.
- F. In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Agreement by Grantee.
- G. The consent or approval of the Grantor to any transfer by the Grantee shall not constitute a waiver or release of any rights of the Grantor, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this franchise.
- H. Notwithstanding anything to the contrary in this section, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Agreement or Cable System for cable television system usage to an entity controlling, controlled by or under the same common control as Grantee provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all provisions of the Agreement.

SECTION 13. SEVERABILITY: If any section, subsection, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, paragraph, term or provision of this Agreement, all of which will remain in full force and effect for the term of the Agreement.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 **Preferential or Discriminatory Practices Prohibited:** Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, creed, ethnic or national origin, religion, age, sex, sexual orientation, marital status, or physical or mental disability. Throughout the term of this Agreement, Grantee shall fully comply with all equal employment or nondiscrimination provisions and requirements of federal, state and local law and, in particular, FCC rules and regulations relating thereto.

14.2 **Notices:** Throughout the term of the Agreement, Grantee shall maintain and file with Grantor a designated legal or local address for the service of notices by mail. A copy of all notices from Grantor to Grantee shall be sent, postage prepaid, to such address and such notices shall be effective upon the date of mailing. At the effective date of this Agreement, such addresses shall be:

a iFiber Communications Corporation
135 Basin Street SW
Ephrata, WA 98823
Attn: Kelly Ryan

All notices to be sent by Grantee to Grantor under this Agreement shall be sent, postage prepaid, and such notices shall be effective upon the date of mailing. At the effective date of this Agreement, such address shall be:

City of Moses Lake
PO Drawer 1570
Moses Lake, WA 98837

- 14.3 Binding Effect: This Agreement shall be binding upon the parties hereto, their permitted successors and assigns.
- 14.4 Authority to Amend: This Agreement may be amended at any time by written agreement between the parties.
- 14.5 Governing Law: This Agreement shall be governed in all respects by the laws of the State of Washington.
- 14.6 Guarantee: The performance of the Grantee shall be guaranteed in all respects by iFiber Communication Corporation. ~~Video Internet Broadcasting Corporation~~. The subjoined guarantee shall be executed prior to the effective date hereof.
- 14.7 Captions: The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Agreement.
- 14.8 Construction of Agreement: The provisions of this Agreement shall be liberally construed to promote the public interest.
- 14.9 Entire Agreement: This franchise contains all of the Agreements of the parties with respect to any matter covered or mentioned in this franchise and no prior or contemporaneous agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this franchise may be amended or added to except by agreement in writing signed by both of the parties.
- 14.10 Attorney's Fees: If any suit or other action is instituted in connection with any controversy arising under this franchise, neither party shall be entitled to recover its costs and expenses including attorney's fees.
- 14.11 Time Is of the Essence: Time is of the essence of this franchise and each and all of its provisions in which performance is a factor.

Adopted by the City Council and signed by its Mayor on September 25, 2012

ATTEST:

Bill J. Ecret, Mayor

W. Robert Taylor, Acting Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

ACCEPTED BY IFIBER COMMUNICATIONS CORPORATION

DATE: _____, 2012

By: _____
W. Kelly Ryan
Chief Executive Officer

September 6, 2012

TO: City Manager for Council Consideration
FROM: Community Development Director
SUBJECT: Resolution - Abandon Easement - Conner

Robert Conner has requested the abandonment of the 5' public utility easement along the rear property line of Lot 1, Block 2, Glenmoor Reach 3 Major Plat located at 3428 W. Glenmoor Drive.

Public utilities were notified and no comments were received

Attached is a resolution which abandons this easement. The resolution is presented for Council consideration.

Respectfully submitted



Gilbert Alvarado
Community Development Director

GA:jt

RESOLUTION NO.

A RESOLUTION AUTHORIZING ABANDONMENT OF AN EASEMENT

RECITALS:

1. Robert Conner has requested the City of Moses Lake to abandon the easement described as follows:

The northeasterly 100 feet of the northwesterly 5.00 feet of Lot 1, Block 2, Glenmoor Reach 3 Major Plat, per the plat thereof, as found in Book 26 of Plats, Pages 61 and 62, records of Grant County, Washington

2. Potential users of the easement have been notified of the proposed abandonment and no comments were received.

RESOLVED:

1. The City Council of the City of Moses Lake does resolve that the 5' easement adjacent to the rear property line of Lot 1, Block 2, Glenmoor Reach 3 Major Plat will be abandoned and that the City Manager is authorized to execute the necessary documents in order to accomplish that abandonment.

Adopted by the City Council on September 11, 2012.

ATTEST:

Bill J. Ecret, Mayor

W. Robert Taylor, Acting Finance Director



Grant County
PUBLIC UTILITY DISTRICT
Excellence in Service and Leadership

August 31, 2012

Billie Jo Munoz
Assistant Planner
City of Moses Lake
P.O. Box 1579
Moses Lake, WA 98837-0244

RE: Abandonment of Easement-Conner 3428 W. Glenmoor

Dear Ms. Munoz:

Thank you for the needed clarification regarding the requested Grant PUD abandonment of the public utility easement.

I believe the project is for a detached structure/shed to be located in the Northwest Corner of Lot 1, Block 2 Glenmoor Reach 3 Major Plat.

Grant PUD has underground facilities that cross onto the subject property and provides power to the premises across the rear property line. The line crossing is located along the southerly half of the rear property line.

Grant PUD recommends that any structure be placed in the Northwest corner of the Premises and no vehicular access be given along the PUE to the structure.

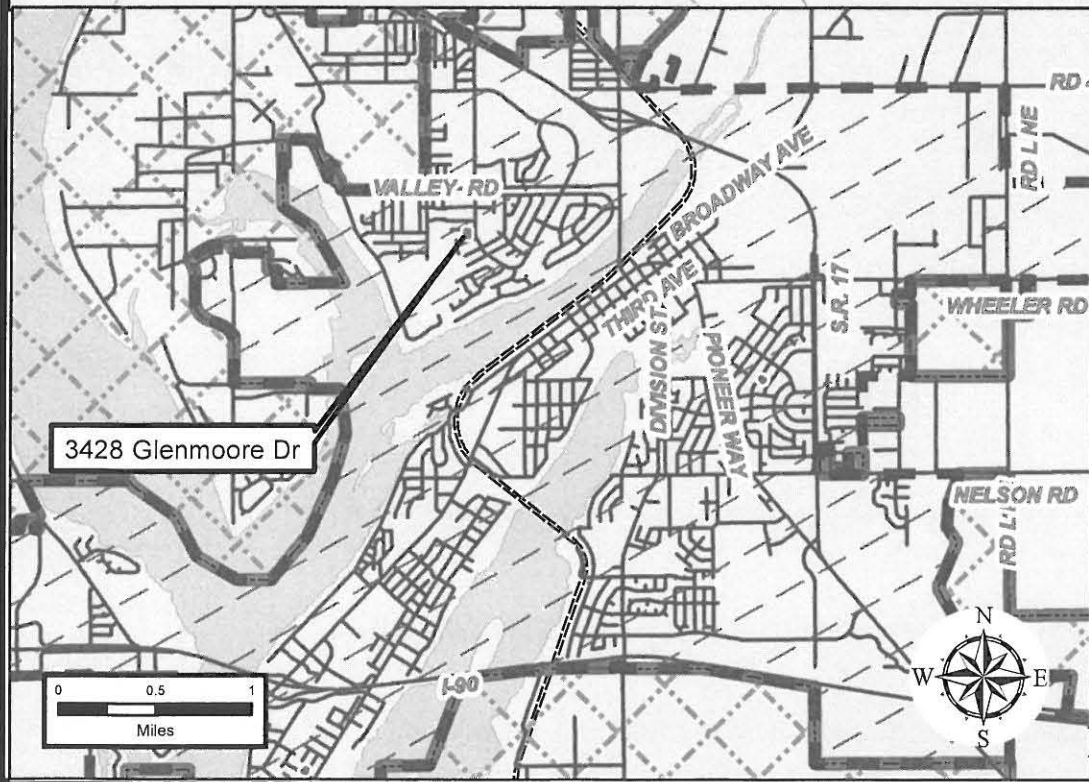
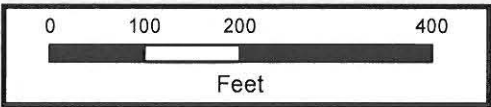
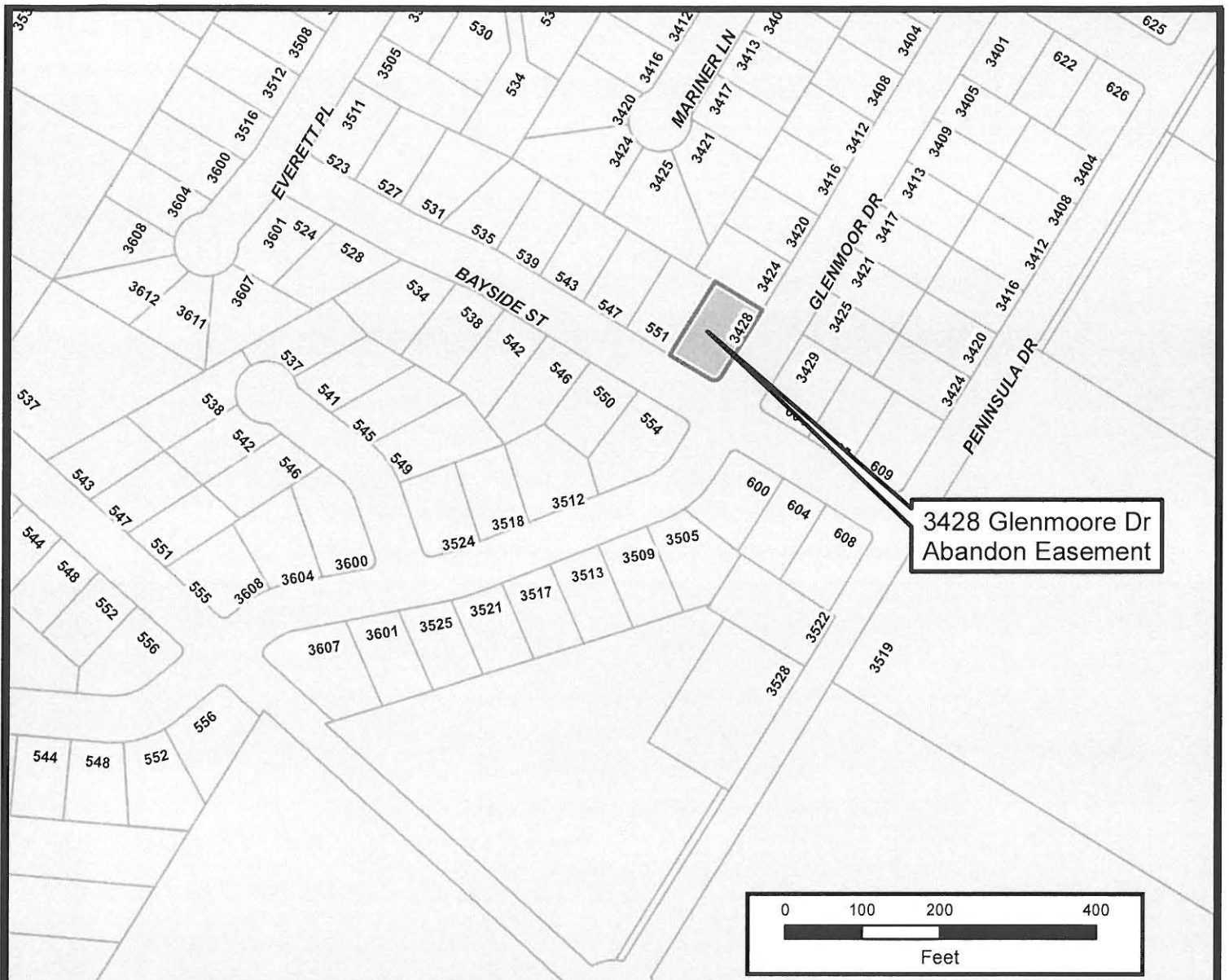
Thank you for allowing Grant PUD to comment on this project.



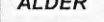




Regards,

Anita Gruchalla
Lands Specialist II
Grant PUD
509.793.1513

Public Utility District No. 2 of Grant County, Washington

P. O. Box 878 • Ephrata, Washington 98823 • 509.754.0500 • www.gcpud.org



-  CITY LIMITS
-  UGA BOUNDARY
-  ALDER
-  STREET NAMES
-  LOTS
-  LAKE
-  835 GRAND DRIVE



CITY OF MOSES LAKE
COMMUNITY DEVELOPMENT
PLANNING DIVISION

DRAWN: BKP
DATE: Aug. 22, 2012

September 5, 2012

TO: City Manager
For City Council Consideration

FROM: Municipal Services Director

SUBJECT: **Request to Connect to City Sewer
1106 Arnold Drive**

Rich Engelmann who owns the property located at 1106 Arnold Drive requests permission to connect to the City's sewer system to serve his existing home, without annexing the property into the City. The City's sewer system has adequate capacity. This parcel is within one-half mile of the city limits and within the City of Moses Lake's UGA. According to Resolution No. 2513 Section 3.B., the City Council must determine that it is impractical for the property owners to annex this property before approving this request.

If approved, the property owner will be required to sign an extraterritorial agreement.

This request is presented for Council consideration.


Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Gary Harer", written over the typed name.

Gary Harer, PE/PLS
Municipal Services Director

cc: Development Engineer

ADDRESS AND ZONING MAP 2012

STREET STREET NAME
 LOTS
 CITY_LIMITS
 RR ROW



1106 Arnold Drive

Corporate Limits


 COUNTY INFO UPDATED
 MAR 07, 2012

1 in = 417 ft



PARCEL:
 OWNER:
 ADDRESS:
 NOTES:

DRAWN: BKP
 Last Ordinance: 2607

September 4, 2012

Gary Harer, Municipal Services Director
City of Moses Lake
PO Box 1579
Moses Lake, WA 98837

RE: Lot 700, Larson Subdivision (1106 Arnold Dr)

Mr. Harer:

The Housing Authority of Grant County has informed me that the property I own at 1106 Arnold, Lot 700 Larson Subdivision, is served with a common sewer line located at 1104 Arnold Drive, Lot 701 Larson Subdivision. They recently completed the single family home demolition and need to move my sewer line from that Lot. That being the case, the Housing Authority will be hiring a Contractor to install an individual sewer service to be connected to the main on Arnold for my property on Lot 700.

Based on the above and the need to continue sewer service to my property at 1106 Arnold Drive, I am requesting a new sewer service connection for Lot 700, Larson Subdivision. Included is a copy of the map with the sewer location. Please advise me of any fees or documents that may need to be executed to support this request and don't hesitate to call if you have any questions.

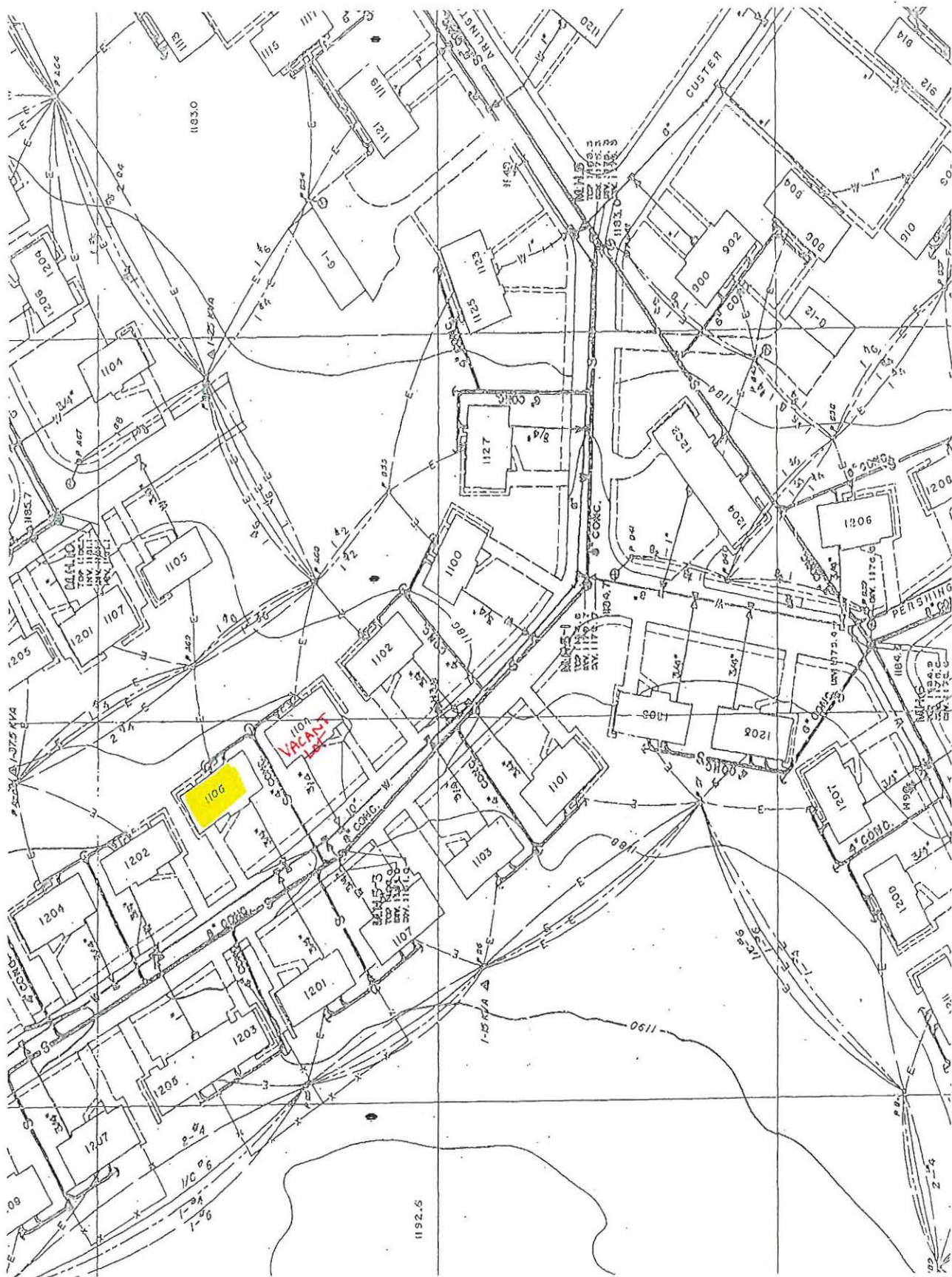
Sincerely,



Rich Engelmann, Home Owner
"Get Rich Quick" Properties, LLC
1036 W. Broadway Ave
Moses Lake, WA 98837
509-760-3654

Enclosure

Private Home Owner 1106 Arnold



DO NOT SCALE

September 5, 2012

TO: City Manager
For City Council Consideration

FROM: Municipal Services Director

SUBJECT: **Request to Connect to City Water
9360 Beacon Road**

Jerry Sherman who owns the property located at 9360 Beacon Road requests permission to connect to the City's sewer system to serve his existing home, without annexing the property into the City. The City's water system has adequate capacity. This parcel is within one-half mile of the city limits and within the City of Moses Lake's UGA. According to Resolution No. 2513 Section 3.B., the City Council must determine that it is impractical for the property owners to annex this property before approving this request.

If approved, the property owner will be required to sign an extraterritorial agreement, and pay a reimbursement for the watermain that the City recently installed.

This request is presented for Council consideration.

Respectfully Submitted,



Gary Harer, PE/PLS
Municipal Services Director

cc: Development Engineer

ADDRESS AND ZONING MAP 2012

STREET STREET NAME
 LOTS
 CITY_LIMITS
 RR ROW

GRAPE DR (NORTH)

STEWART LN

9360

BUTLER LN

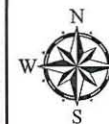
BEACON RD

12" W.M.

ROBIN RD

Corporate
Limits

S.R. 17



COUNTY
 INFO UPDATED
 MAR 07, 2012

1 in = 235 ft



PARCEL:
 OWNER:
 ADDRESS:
 NOTES:

DRAWN: BKP
 Last Ordinance: 2607

RECEIVED

AUG 22 2012

MUNICIPAL SERVICES DEPT.
ENGINEERING
CITY OF MOSES LAKE

August 22, 2012

City Council
City of Moses Lake WA 98837

RE: Moses Lake City water hookup request

I am requesting water service on behalf of Jerry Sherman for property located 9360 Beacon Road NE; property South border is along the North side of Beacon Road NE, Moses Lake WA 98837.

Jerry Sherman, Estate executor
PO Box 3619
Post Falls ID 83877
208 773 7008

The property is located in Grant County but not bordering city boundaries.

At this time this connections is receiving water from Hazel Butler Well Coop. Changes in the water table are preventing the well from supplying needed amounts of water to meet demand necessary for health and safety for all the hookups.

In addition to improving water quality by hooking to city water, the demand burden on the Hazel Butler Well will be reduced by approximately an additional 10%.

The well is over 56-years old, draws water from a surface water aquifer, therefore, contains nitrates bordering on unsafe levels especially for young families with small children.

The individual property owner will be responsible for his/her own hookup costs.

Thank you,

H. Dale Hellewell
PO Box 892
Moses Lake WA 98837
509 346 9533
509 431 0870 cell



Google earth

feet
meters

300
90



September 6, 2012

TO: City Manager for Council Consideration

FROM: Community Development Director



SUBJECT: August 2012 Building Activity Report

Please see the attached building activity report for the month of August 2012. Also included is the building activity for the 2012 year to date. The following are highlights of the attached report:

1. Building permits revenue generated for the month of August: \$80,089
2. Building permits revenue generated for the year to date: \$230,426
3. Building permits estimated valuation for the month of August: \$14,088,891
4. Building permits estimated valuation for the year to date: \$22,796,539

For the purpose of comparing August 2012 building activity numbers to August 2011 and August 2010 and building activity numbers, the following 2011 and 2010 highlights are provided:

2011

5. Building permits revenue generated for the month of August: \$16,396
6. Building permits revenue generated for the year to date: \$212,803
7. Building permits estimated valuation for the month of August: \$2,739,110
8. Building permits estimated valuation for the year to date: \$21,096,200

2010

9. Building permits revenue generated for the month of August: \$23,544
10. Building permits revenue generated for the year to date: \$205,950
11. Building permits estimated valuation for the month of August: \$1,406,490
12. Building permits estimated valuation for the year to date: \$20,022,757

September 4, 2012

TO: Community Development Director

FROM: Planning and Building Technician *KW*

SUBJECT: August Building Activity Report

Attached is the August 2012 building permit statistics for your information. August 2011 and 2010 is attached for comparison.

Please call me at Extension #3756 with any questions.

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

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 08/01/2012 TO: 08/31/2012

DATE: TUE, SEP 4, 2012, 10:11 AM

DESCRIPTION	# OF PERMITS ISSUED 08/2012	# OF PERMITS ISSUED YTD 08/31/2012	ESTIMATED VALUATION 08/2012	ESTIMATED VALUATION YTD 08/31/2012
A434 RESIDENTIAL ADD AND ALT	3	24	21,150	233,881
A437 NONRESIDENTIAL ADD AND	3	15	410,000	524,456
C318 AMUSEMENT, SOCIAL & REC	0	3	0	19,422
C320 INDUSTRIAL	2	9	6,054,000	7,295,905
C321 PARKING GARAGES(BLDGS &	1	1	5,315,208	5,315,208
C325 PUBLIC WORKS & UTILITIE	0	2	0	290,000
C326 SCHOOLS & OTHER EDUCATI	1	1	73,030	73,030
C327 STORES & CUSTOMER SERVI	0	2	0	26,972
C328 OTHER NONRESIDENTIAL BU	0	3	0	49,701
D324 DEMOLISH OFFICE,BANK,PR	1	1	0	0
M329 STRUCTURES OTHER THAN B	3	37	28,000	116,520
M801 MECHANICAL COMMERCIAL	3	18	0	0
M802 MECHANICAL RESIDENTIAL	1	11	0	0
M901 PLUMBING COMMERCIAL	2	8	0	0
M902 PLUMBING RESIDENTIAL	22	81	0	0
R101 SINGLE FAMILY-DETACHED	1	16	0	0
R102 SINGLE-FAMILY ATTACHED	11	52	2,187,503	8,806,430
R438 GARAGES & CARPORTS RESI	0	3	0	45,014
PERMIT TOTALS:	54	287	14,088,891	22,796,539

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 08/01/2011 TO: 08/31/2011

DATE: FRI, SEP 2, 2011, 9:36 AM

DESCRIPTION	# OF PERMITS ISSUED 08/2011	# OF PERMITS ISSUED YTD 08/31/2011	ESTIMATED VALUATION 08/2011	ESTIMATED VALUATION YTD 08/31/2011
A434 RESIDENTIAL ADD AND ALT	2	20	20,000	117,681
A437 NONRESIDENTIAL ADD AND	1	18	12,560	384,591
C319 CHURCHES & OTHER RELIGI	0	2	0	440,000
C320 INDUSTRIAL	0	8	0	9,006,188
C324 OFFICE, BANKS & PROFESS	0	1	0	343,204
C325 PUBLIC WORKS & UTILITIE	1	1	1,500,000	1,500,000
C327 STORES & CUSTOMER SERVI	3	4	755,483	1,472,543
C328 OTHER NONRESIDENTIAL BU	0	2	0	584,475
D101 DEMOLISH SFD - DETATCHE	0	1	0	0
D102 DEMOLISH SFD ATTACHED	0	1	0	0
D325 DEMOLISH PUB WORKS, UTI	3	3	0	0
M329 STRUCTURES OTHER THAN B	5	46	4,100	382,417
M801 MECHANICAL COMMERCIAL	2	13	0	0
M802 MECHANICAL RESIDENTIAL	2	9	0	0
M901 PLUMBING COMMERICAL	4	13	0	0
M902 PLUMBING RESIDENTIAL	11	37	0	1,300
R101 SINGLE FAMILY-DETACHED	1	10	0	2,997
R102 SINGLE-FAMILY ATTACHED	2	35	438,667	6,728,489
R438 GARAGES & CARPORTS RESI	1	6	8,300	132,315
PERMIT TOTALS:	38	230	2,739,110	21,096,200

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 08/01/2010 TO: 08/31/2010

DATE: WED, SEP 1, 2010, 11:44 AM

DESCRIPTION	# OF PERMITS ISSUED 08/2010	# OF PERMITS ISSUED YTD 08/31/2010	ESTIMATED VALUATION 08/2010	ESTIMATED VALUATION YTD 08/31/2010
A434 RESIDENTIAL ADD AND ALT	3	25	329.25	2,606.41
A437 NONRESIDENTIAL ADD AND	7	34	2,205.34	5,513.24
C320 INDUSTRIAL	0	1	.00	.00
c320 INDUSTRIAL	0	1	.00	.00
C320 INDUSTRIAL	0	3	.00	543.43
C321 PARKING GARAGES(BLDGS &	0	1	.00	.00
C322 SERVICE STATIONS & REPA	0	1	.00	38,000.00
C325 PUBLIC WORKS & UTILITIE	0	2	.00	172.76
C326 SCHOOLS & OTHER EDUCATI	0	6	.00	32,501.57
C327 STORES & CUSTOMER SERVI	0	4	.00	13,245.05
C328 OTHER NONRESIDENTIAL BU	0	2	.00	1,500.00
M329 STRUCTURES OTHER THAN B	5	41	103.67	1,179.11
M801 MECHANICAL COMMERCIAL	1	10	.00	.00
M802 MECHANICAL RESIDENTIAL	1	12	.00	.00
M901 PLUMBING COMMERCIAL	2	7	.00	.00
M902 PLUMBING RESIDENTIAL	0	19	.00	.00
R101 SINGLE FAMILY-DETACHED	1	8	.00	.00
R102 SINGLE-FAMILY ATTACHED	6	57	11,426.64	92,260.06
R104 THREE & FOUR FAMILY BUI	0	1	.00	4,059.82
R105 FIVE-OR-MORE FAMILY BUI	0	2	.00	8,012.19
R438 GARAGES & CARPORTS RESI	0	7	.00	633.93
PERMIT TOTALS:	26	244	14,064.90	200,227.57

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

MONTHLY BUILDING PERMIT APPLICATIONS
FROM: 08/01/2012 TO: 08/31/2012

DATE: 09/04/2012

PERMIT NUMBER	PERMIT TYPE	ESTIMATED VALUATION	REVIEW-FEES CHARGED	STATE-FEES CHARGED	PERMIT FEES CHARGED	APPLICATION DATE
20120207	R104	479,747	2,033.36	4.50	3,752.75	08/09/2012
20120264	M801		.00	.00	70.50	08/01/2012
20120265	M901		.00	.00	39.00	08/01/2012
20120266	M902		.00	.00	35.00	08/01/2012
20120267	R101		.00	.00	350.00	08/01/2012
20120268	M329	4,000	.00	4.50	103.75	08/01/2012
20120269	M902		.00	.00	27.00	08/01/2012
20120270	M902		.00	.00	35.00	08/02/2012
20120271	R102	122,350	150.00	4.50	1,315.55	08/03/2012
20120272	M902		.00	.00	27.00	08/06/2012
20120273	M902		.00	.00	35.00	08/06/2012
20120274	M801		.00	.00	39.00	08/08/2012
20120275	A434	5,000	.00	4.50	117.75	08/08/2012
20120276	R102	239,748	1,159.76	4.50	1,995.75	08/09/2012
20120277	R102	174,725	923.16	4.50	1,652.25	08/09/2012
20120278	A437	10,000	.00	4.50	221.75	08/09/2012
20120279	M802		.00	.00	34.00	08/10/2012
20120280	D324		.00	4.50	75.00	08/13/2012
20120281	M902		.00	.00	35.00	08/13/2012
20120282	C320	6,000,000	150.00	4.50	23,865.25	08/14/2012
20120283	R104	479,747	150.00	4.50	3,752.75	08/14/2012
20120284	R104	479,747	150.00	4.50	3,752.75	08/14/2012
20120285	M902		.00	.00	35.00	08/14/2012
20120286	A434		.00	4.50	.00	08/14/2012
20120287	R102	306,103	150.00	4.50	2,432.45	08/15/2012
20120288	A434	1,000	.00	4.50	45.25	08/16/2012
20120289	R102	122,600	150.00	4.50	1,315.55	08/16/2012
20120290	R102	185,258	150.00	4.50	1,744.35	08/16/2012
20120291	A434	2,000	.00	4.50	75.75	08/16/2012
20120292	A437		.00	4.50	122.00	08/20/2012
20120293	M902		.00	.00	35.00	08/13/2012
20120294	A434	9,500	.00	4.50	187.75	08/20/2012
20120295	M902		.00	.00	35.00	08/21/2012
20120296	M902		.00	.00	35.00	08/21/2012
20120297	M902		.00	.00	35.00	08/21/2012
20120298	M902		.00	.00	35.00	08/21/2012
20120299	M901		.00	.00	27.00	08/21/2012
20120301	R102	150,227	150.00	4.50	1,472.35	08/22/2012
20120302	R101	10,956	.00	4.50	551.75	08/23/2012
20120303	M902		.00	.00	35.00	08/23/2012
20120304	M902		.00	.00	35.00	08/27/2012
20120305	M902		.00	.00	35.00	08/27/2012
20120306	M902		.00	.00	35.00	08/27/2012
20120307	M902		.00	.00	27.00	08/27/2012
20120308	A437	3,300	67.43	4.50	103.75	08/27/2012
20120309	M902		.00	.00	35.00	08/27/2012
20120310	M801		.00	.00	55.00	08/27/2012
20120312	M902		.00	.00	35.00	08/27/2012
20120313	M902		.00	.00	35.00	08/27/2012

RUN BY: kwoodworth

MONTHLY BUILDING PERMIT APPLICATIONS
FROM: 08/01/2012 TO: 08/31/2012

DATE: 09/04/2012

PERMIT NUMBER	PERMIT TYPE	ESTIMATED VALUATION	REVIEW-FEES CHARGED	STATE-FEES CHARGED	PERMIT FEES CHARGED	APPLICATION DATE
20120314	M902		.00	.00	35.00	08/28/2012
20120316	M902		.00	.00	35.00	08/29/2012
20120317	R102	122,600	150.00	4.50	1,315.55	08/29/2012
20120318	R102	185,258	150.00	4.50	1,744.35	08/30/2012
20120319	R102	134,358	150.00	4.50	1,398.25	08/30/2012
20120320	R102	306,103	150.00	4.50	2,432.45	08/30/2012
20120321	R102	257,113	150.00	4.50	2,114.05	08/30/2012
20120322	R102	152,220	150.00	4.50	1,483.55	08/30/2012
20120323	R102	167,086	150.00	4.50	1,567.55	08/30/2012
20120324	M902		.00	.00	35.00	08/30/2012
20120325	M901		.00	.00	34.00	08/31/2012
20120326	C328	2,800	58.33	4.50	89.75	08/31/2012
REPORT TOTALS:		10,113,546	6,492.04	135.00	62,231.25	
TOTAL FEES CHARGED:				68,858.29		

RUN BY: kwoodworth

APPLICATION STATUS
FROM: 08/01/2012 TO: 08/31/2012

DATE: 09/04/2012

PERMIT NUMBER	PERMIT TYPE	SERVICE ADDRESS	APPLICATION DATE	ISSUE DATE
20120207	R104	105 MIZZOU CT	08/09/2012	/ /
20120264	M801	230 THIRD AVE	08/01/2012	08/01/2012
20120265	M901	218 THIRD AVE	08/01/2012	08/01/2012
20120266	M902	1481 MARINA DR	08/01/2012	08/01/2012
20120267	R101	3010 PENINSULA DR	08/01/2012	08/01/2012
20120268	M329	3846 BROADWAY AVE	08/01/2012	08/07/2012
20120269	M902	228 NORTHSORE DR	08/01/2012	08/01/2012
20120270	M902	9769 PARKWAY DR N	08/02/2012	08/02/2012
20120271	R102	1622 SKYLINE DR	08/03/2012	08/10/2012
20120272	M902	409 LOOP DR	08/06/2012	08/06/2012
20120273	M902	9803 CURRY DR	08/06/2012	08/06/2012
20120274	M801	813 THIRD AVE	08/08/2012	08/08/2012
20120275	A434	2014 SPRUCE ST	08/08/2012	08/14/2012
20120276	R102	711 LUPINE DR	08/09/2012	08/22/2012
20120277	R102	4720 BADGER ST	08/09/2012	08/15/2012
20120278	A437	1253 PIONEER WAY	08/09/2012	08/06/2012
20120279	M802	902 EDGEWATER LN	08/10/2012	08/10/2012
20120280	D324	1014 MARINA AVE	08/13/2012	08/13/2012
20120281	M902	9870 SUNNY DR	08/13/2012	08/13/2012
20120282	C320	8781 RANDOLPH RD N	08/14/2012	08/29/2012
20120283	R104	102 MIZZOU CT	08/14/2012	/ /
20120284	R104	107 MIZZOU CT	08/14/2012	/ /
20120285	M902	9938 SUNNY DR N	08/14/2012	08/14/2012
20120286	A434	1623 LEGEND LN	08/14/2012	/ /
20120287	R102	701 TAFT ST	08/15/2012	08/17/2012
20120288	A434	1015 VIRGINIA ST	08/16/2012	/ /
20120289	R102	1609 DYNASTY DR	08/16/2012	08/20/2012
20120290	R102	504 TRILLIUM WAY	08/16/2012	08/20/2012
20120291	A434	1125 OREGON ST	08/16/2012	/ /
20120292	A437	215 BROADWAY AVE	08/20/2012	08/20/2012
20120293	M902	9791 CURRY DR N	08/13/2012	08/20/2012
20120294	A434	1502 MARINA DR	08/20/2012	08/20/2012
20120295	M902	9947 PARKWAY DR N	08/21/2012	08/21/2012
20120296	M902	4321 MILLER DR N	08/21/2012	08/21/2012
20120297	M902	4181 MILLER ST N	08/21/2012	08/21/2012
20120298	M902	9916 PARKWAY DR N	08/21/2012	08/21/2012
20120299	M901	200 BROADWAY AVE	08/21/2012	08/22/2012
20120301	R102	1413 CENTURY ST	08/22/2012	08/27/2012
20120302	R101	1701 BURR AVE	08/23/2012	/ /
20120303	M902	9883 PARKWAY DR	08/23/2012	08/23/2012
20120304	M902	4211 LONGVIEW ST N	08/27/2012	08/27/2012
20120305	M902	9860 SUNNY DR N	08/27/2012	08/27/2012
20120306	M902	9840 OLYMPIC DR N	08/27/2012	08/27/2012
20120307	M902	1343 YOST CIR	08/27/2012	/ /
20120308	A437	711 STRATFORD RD	08/27/2012	/ /
20120309	M902	4289 MILLER ST N	08/27/2012	08/27/2012
20120310	M801	323 DIVISION ST	08/27/2012	08/27/2012
20120312	M902	9860 PARKWAY DR N	08/27/2012	08/27/2012
20120313	M902	9803 OLYMPIC DR N	08/27/2012	08/27/2012

RUN BY: kwoodworth

APPLICATION STATUS
FROM: 08/01/2012 TO: 08/31/2012

DATE: 09/04/2012

PERMIT NUMBER	PERMIT TYPE	SERVICE ADDRESS	APPLICATION DATE	ISSUE DATE
20120314	M902	9837 PARKWAY DR	08/28/2012	08/28/2012
20120316	M902	9814 PARKWAY DR N	08/29/2012	08/29/2012
20120317	R102	1618 DYNASTY DR	08/29/2012	08/31/2012
20120318	R102	513 TRILLIUM WAY	08/30/2012	/ /
20120319	R102	537 TRILLIUM WA	08/30/2012	/ /
20120320	R102	530 TRILLIUM WAY	08/30/2012	/ /
20120321	R102	523 BAYSIDE ST	08/30/2012	/ /
20120322	R102	3500 EVERETT PL	08/30/2012	/ /
20120323	R102	3516 EVERETT PL	08/30/2012	/ /
20120324	M902	4245 MILLER ST	08/30/2012	08/30/2012
20120325	M901	2609 BROADWAY AVE	08/31/2012	/ /
20120326	C328	3846 BROADWAY AVE	08/31/2012	/ /

Building Permit Fees

	YTD	January	February	March	April	May	June	July	2012					Budget	Over (Under)
									August	September	October	November	December		
000-004-32210-000-1000-0000-00 Build., Struct. & Equip.	180,335.60	1,130.40	8,233.40	18,798.95	11,101.35	22,155.50	23,465.15	24,658.90	70,791.95					275,000.00	-94,664.40
000-004-34583-000-1000-0000-00 Plan Checking Fees	50,091.72	35.36	720.02	3,428.29	1,719.87	4,663.26	22,746.88	7,480.46	9,297.58					85,000.00	-34,908.28
Total	230,427.32	1,165.76	8,953.42	22,227.24	12,821.22	26,818.76	46,212.03	32,139.36	80,089.53					360,000.00	-129,572.68

	YTD	January	February	March	April	May	June	July	2011					Budget	Over (Under)
									August	September	October	November	December		
000-004-32210-000-1000-0000-00 Build., Struct. & Equip.	222,114.90	18,336.45	15,519.95	26,936.21	21,968.40	13,566.55	38,552.75	12,985.60	13,571.68	15,331.15	19,583.81	9,674.10	16,088.25	300,000.00	-77,885.10
000-004-34583-000-1000-0000-00 Plan Checking Fees	73,099.03	4,124.46	8,790.29	9,482.98	6,588.61	5,571.29	10,092.66	3,893.82	2,824.60	11,380.84	8,954.85	1,394.63	0.00	80,000.00	-6,900.97
Total	295,213.93	22,460.91	24,310.24	36,419.19	28,557.01	19,137.84	48,645.41	16,879.42	16,396.28	26,711.99	28,538.66	11,068.73	16,088.25	380,000.00	-84,786.07

	YTD	January	February	March	April	May	June	July	2010					Budget	Over (Under)
									August	September	October	November	December		
000-004-32210-000-1000-0000-00 Build., Struct. & Equip.	214,377.83	12,352.95	11,049.25	28,405.72	21,463.65	45,332.40	10,790.20	10,432.00	14,357.81	37,170.75	8,479.20	9,347.15	5,196.75	400,000.00	-185,622.17
000-004-34583-000-1000-0000-00 Plan Checking Fees	93,460.15	2,548.66	13,336.67	7,382.80	4,183.06	7,637.78	3,561.36	3,933.07	9,186.40	18,136.33	4,834.38	13,381.62	5,338.02	150,000.00	-56,539.85
Total	307,837.98	14,901.61	24,385.92	35,788.52	25,646.71	52,970.18	14,351.56	14,365.07	23,544.21	55,307.08	13,313.58	22,728.77	10,534.77	550,000.00	-242,162.02

September 4, 2012

TO: City Manager

FROM: Assistant Finance Director

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

SUBJECT: Investment Report

Attached is the Investment Report for the month of August, 2012.

cc: Finance Director
Accounting Division Manager

Investment Report
August, 2012

Investment With	Investment Type	Amount	Interest Rate	Purchase Date	Maturity Date	Interest Earned
Investments Outstanding						
Total Outstanding:		\$0.00				
Investment Maturities						
Grant County Invest Pool	Invest Acct	9,233,186.54	2.15	08/01/12	08/31/12	16,723.87
Wa. State Invest Pool	Invest Acct	8,353,771.71	0.18	08/01/12	08/31/12	1,194.74
Total Maturities:		17,586,958.25				
Investment Purchases						
Grant County Invest Pool	Invest Acct	9,249,910.41	2.00	09/01/12	09/30/12	
Wa. State Invest Pool	Invest Acct	7,634,291.66	0.18	09/01/12	09/30/12	
Total Purchases:		16,884,202.07				
Investment Totals						
Beginning Balance *		17,586,958.25				
Total Maturities		17,586,958.25				
Total Purchases		16,884,202.07				
Ending Balance *		16,884,202.07		Monthly Interest Earned		17,918.61

* Beginning Balance = Total Outstanding +Total Maturities

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



September 1, 2012

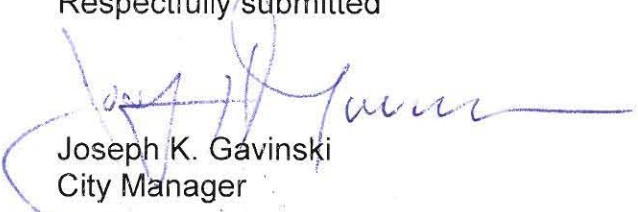
Honorable Mayor and
Moses Lake City Council

Dear Council Members

Attached is sales tax information for June 2012 sales which the City received on August 31, 2012. This report indicates the City received \$432,420.11. The \$432,420.11 in receipts for August compares with August 2011 receipts of \$453,961.67. For the year, the 2012 receipts are approximately 4% lower than the 2011 receipts for the same period.

Also provided is the transient rental income report for income the City received on August 31, 2012. This report indicates August 2012 income (for June sales) of \$55,497.56. This compares with \$57,975.95 for the same period in 2011. For the year, transient rental income receipts are approximately 20% lower than the 2011 receipts for the same period.

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

August 31, 2012

TO: City Manager

FROM: Assistant Finance Director

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

SUBJECT: Sales Tax Receipts

Attached is the Sales Tax Receipts - Monthly Report for August, 2012.


cc: Finance Director
Parks & Recreation Director

Sales Tax Receipts - Monthly

Month Received	Sales Period	2008	2009	2010	2011	2012	YTD Change
Jan	Nov	408,717.83	423,485.93	373,688.80	367,830.83	403,504.15	10%
Feb	Dec	469,332.60	575,401.82	560,731.77	488,453.72	459,218.16	1%
Mar	Jan	367,342.57	363,518.70	276,352.86	324,247.20	331,644.01	1%
Apr	Feb	385,196.04	346,570.37	330,932.86	368,305.65	350,818.56	-0%
May	Mar	495,704.60	425,086.28	402,951.97	456,738.86	405,657.25	-3%
June	Apr	432,257.32	428,915.48	384,565.04	439,396.45	399,414.06	-4%
July	May	522,411.98	421,462.37	380,216.47	431,750.56	419,629.64	-4%
Aug	June	564,229.35	470,623.43	456,372.87	453,961.67	432,420.11	-4%
Sept	July	527,800.54	409,860.53	407,935.17	411,796.14		
Oct	Aug	506,697.78	406,419.10	390,800.44	446,905.90		
Nov	Sept	509,888.34	447,607.52	438,011.36	411,689.43		
Dec	Oct	475,693.08	378,139.72	394,167.42	406,648.97		
Totals		5,665,272.03	5,097,091.25	4,796,727.03	5,007,725.38	3,202,305.94	

August 31, 2012

TO: City Manager

FROM: Assistant Finance Director 

SUBJECT: Transient Rental Income Report

Attached are the Transient Rental Income reports for August, 2012.

cc: Finance Director
Parks & Recreation Director

TRANSIENT RENTAL INCOME - MONTHLY TOTAL RECEIVED

MONTH RECEIVED	SALES PERIOD	2009	2010	2011	2012	YTD Change
JAN	NOV	48,677.30	24,816.04	39,728.66	25,073.90	-37%
FEB	DEC	26,992.76	20,136.24	25,155.98	26,277.18	-21%
MAR	JAN	31,765.70	27,491.94	30,274.86	28,091.94	-17%
APRIL	FEB	29,104.60	27,550.16	35,015.70	22,286.68	-22%
MAY	MAR	35,279.84	40,994.90	31,217.30	25,787.06	-21%
JUNE	APRIL	57,063.10	37,657.72	43,150.52	35,334.86	-20%
JULY	MAY	45,202.58	52,719.70	65,576.42	45,674.12	-23%
AUGUST	JUNE	62,361.10	58,321.18	57,975.95	55,497.56	-20%
SEPT	JULY	62,393.64	62,545.06	55,399.42		
OCT	AUGUST	58,102.10	61,950.36	62,457.58		
NOV	SEPT	48,046.92	46,504.36	56,261.04		
DEC	OCT	31,418.10	30,765.44	37,670.80		
TOTALS		536,407.74	491,453.10	539,884.23	264,023.30	

September 4, 2012

To: City Manager

From: Municipal Services Director

Subject: **Future Water and Sewer Expenditures**
Five-year Forecast

The water and sewer construction projects that need to be completed in the next five years are listed below. This list is constantly being increased because of the industrial and residential growth, and the system problems that arise. All the estimated construction costs are current values and include engineering. The costs are expected to increase with inflation, which is similar with the CPI. All of these expenditures will be paid by the Water and Sewer Construction Fund 477. The additional staff and the payment for the 2011 revenue bond that is shown at the end of this memo will be paid by the Water and Sewer Fund 410.

Water Expenditures

1. Raise Reservoir 7 (along Patton Blvd.) to the same height as new Res.	\$ 850,000
2. Rehabilitate six wells and pump houses @ \$500,00 each	\$3,000,000
3. Purchase water rights 500 acre-feet of water rights	\$1,000,000
4. Replace or cement line 25% of the 102,000 feet of steel watermain (WM)	\$ 990,000
5. Install foot valves on the 100 fire hydrants in the Larson Subdivision	\$ 350,000
6. Replace 50% of the 900 galvanized meter setters in the Larson Sub.	\$1,125,000
7. Reroute the WM that is located in the Genie Industries' building	\$ 70,000
8. Install 400' of WM from Ashley Way to Eastlake to improve fire flow	\$ 28,000
9. Install 2,000' of WM in the Lakeshore & Montana streets to improve flow	\$ 135,000
10. Install a pressure reducing valve at Balsam and Hill Streets	\$ 45,000
11. Relocate the reduced pressure valve on Division Street	\$ 50,000
12. Extend a watermain into Cascade Valley (<i>depending on developers</i>)	\$ 650,000
13. Drill a well and construct a pump house in the Wheeler Zone.	\$1,500,000
14. Replace 1,200' of 6" steel WM to improve flows – Lakeway	\$ 85,000
15. Construct a building addition to the Operations Facility	<u>\$ 400,000</u>

Total	\$10,278,000
Per Year	\$ 2,056,000

Future Water and Sewer Expenditures

Five year Forecast

Page 2/2

Wastewater Expenditures

1. Install a parallel force main to the Sand Dunes Plant.	\$4,000,000
2. Biosolids management. \$150,000/year.	\$ 750,000
3. Upgrade four lift stations	\$1,000,000
4. Install bypass manifolds for five lift stations	\$ 300,000
5. Install a standby generator at the Sage Bay Lift Station	\$ 125,000
6. Upgrade controls for Westlake Lift Station	\$ 125,000
7. Line 50% of the existing 2,900 manholes	\$1,123,000
8. Construct Cascade Valley sewer crossing (<i>depending on developers</i>)	\$ 800,000
9. Construct an additional bay at the COF storage building	\$ 150,000
10. 50% of Mae Valley/Westlake sewer installation and two lift stations (<i>depending on developers</i>)	<u>\$1,000,000</u>
Total	\$9,373,000
Per Year	\$1,875,000

Grand Total	\$19,651,000
Per Year	\$ 3,931,000

Five Year Expenditure History

The water and sewer expenditures that were paid by water and sewer construction fund 477 for the years of 2006 – 2010 are listed below. I did not use the years of 2011 and 2012 because there is a mixture of funding from the 2011 revenue bond, which was \$4,905,000.

<u>Year</u>	<u>Amount</u>	<u>Total</u>	<u>5 Year Average</u>
2006	\$1,935,000		
2007	\$2,243,000		
2008	\$2,282,000		
2009	\$1,687,000		
2010	<u>\$1,962,000</u>		
		\$10,109,000	\$2,021,800

Conclusion

There is a short fall of \$9,542,000 or \$1,909,000 per year between the five year historic expenditures and the projected five year expenditures.

Additional Expenditures - Fund 410 (Water and Sewer)

Additional expenditures from the water – fund 410

1. Payment for the 2011 revenue bond starting in 2012	\$2,822,000
Per Year	\$ 564,000