

# 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 25, 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 - September 11, 2012
  - B. Approval of Bills and Checks Issued
  - C. Accept Work - 2012 Sewer Lining Project
  - D. Accept Work - 2012 Five Corners Improvement Project
  - E. Accept Work - 2011 Reservoir #9 Project
6. COMMISSION APPOINTMENTS
  - A. Tourism Commission
7. CONSIDERATION OF BIDS AND QUOTES
  - A. Larson Storage Building
8. PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS - None
9. ORDINANCES AND RESOLUTIONS
  - A. Ordinance - Amend MLMC 3.30 - Utility Occupational Tax - 2<sup>nd</sup> Reading
  - B. Ordinance - Amend MLMC 13.08 - Water and Sewer Connections - 2<sup>nd</sup> Reading
  - C. Ordinance - Grant Franchise - iFiber - 2<sup>nd</sup> Reading
  - D. Ordinance - Annexation - West Worldwide Inc. - 1<sup>st</sup> Reading
  - E. Ordinance - Amend MLMC 13.05 - Wastewater Regulations - 1<sup>st</sup> Reading
  - F. Ordinance - Amend MLMC 13.07 - Water Regulations - 1<sup>st</sup> Reading
  - G. Ordinance - Amend MLMC 13.12 - Water, Sewer, and Stormwater Rates - 1<sup>st</sup> Reading
  - H. Resolution - Build on Unplatted Property - American Legion
10. REQUEST TO CALL FOR BIDS - None
11. REFERRALS FROM COMMISSIONS - None
12. OTHER ITEMS FOR COUNCIL CONSIDERATION - None
13. NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS
14. COUNCIL QUESTIONS AND COMMENTS
15. CITY MANAGER REPORTS AND COMMENTS - None

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  
September 11, 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: Dr. Curnel led the Council in the pledge of allegiance.

PRESENTATIONS AND AWARDS

PORT OF MOSES LAKE

Mike Conley, Port Commissioner, provided a copy of the history of the Port of Moses Lake to each Council member and the City Manager.

CONSENT AGENDA

Minutes: The minutes of the August 28 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 September 11, 2012 the Council does approve for payment claims in the amount of \$974,612.19; prepaid claims in the amounts of \$17,264.10 and \$13,259.38; claim checks in the amount of \$2,158,295.2; and payroll in the amounts of \$389,453.12 and \$4,100.87.

Resolution - Accept Water Main Improvements: A resolution was presented which accepts the improvements to the water main on Atlantic Street.

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

COMMISSION APPOINTMENTS - None

CONSIDERATION OF BIDS AND QUOTES - None

PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS

ORDINANCE - EXTEND MORATORIUM ON MEDICAL MARIJUANA GARDENS - 2<sup>ND</sup> 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.

The public hearing was opened. There were no comments.

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

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

ORDINANCES AND RESOLUTIONSORDINANCE - AMEND 3.30 - UTILITY OCCUPATIONAL TAX - 1<sup>ST</sup> READING

An ordinance was presented which corrects a clerical error where the amount from the utility occupational tax on furnishing natural gas was listed twice.

The ordinance amending Chapter 3.30 of the Moses Lake Municipal Code entitled "Utility Occupational Tax" 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.

ORDINANCE - AMEND 13.08, WATER AND SEWER CONNECTIONS - 1<sup>ST</sup> READING

An ordinance was presented which provides for reimbursement for the construction of the 2012 Water Main Project.

The ordinance amending Chapter 13.08 of the Moses Lake Municipal Code entitled "Water and Sewer Connections" was read by title only.

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

ORDINANCE - iFIBER COMMUNICATION - FRANCHISE - 1<sup>ST</sup> READING

An ordinance was presented which grants a franchise to iFiber Communications Corporation.

The 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 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 - ABANDON EASEMENT - CONNER

Robert Conner requested the abandonment of a portion of the easement located in the rear and side yards at 3428 W. Glenmoor Drive.

The resolution authorizing abandonment of an easement was read by title only.

Anne Henning, Senior Planner, mentioned that the easement being abandoned is only a short distance along the rear and interior side yard lot lines rather than the entire length of the lot and that the resolution should be changed to reflect the correct location of the portion of the easement being abandoned.

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

REQUEST TO CALL FOR BIDS - NoneREFERRALS FROM COMMISSIONS - NoneOTHER ITEMS FOR COUNCIL CONSIDERATIONREQUEST FOR CITY SERVICES - ENGELMANN

Rich Engelmann requested permission to connect his property at 1106 Arnold Drive to the City's water system. The lot is within one half mile of the City limits but the Council may wish to determine that it is impractical for the property owner to annex because it would be very difficult for the City to maintain the short section of Patton Boulevard that would be required to be annexed along with the lot.

Action Taken: Mr. Deane moved that the request be granted with the stipulation that an Extra Territorial Utility Agreement be required since it is impractical to annex the property at this time, seconded by Mr. Lane, and passed unanimously.

#### REQUEST FOR CITY SERVICES - SHERMAN

Jerry Sherman requested permission to connect his property at 9360 Beacon Road to the City's water system. The lot is within one half mile of the City limits but the Council may wish to determine that it is impractical for the property owners to annex because it would be very difficult for the City to maintain the short section of Beacon Road that would be required to be annexed along with the lots.

Action Taken: Mrs. Liebrecht moved that the request be granted with the stipulation that an Extra Territorial Utility Agreement be required since it is impractical to annex the property at this time, seconded by Dr. Curnel, and passed unanimously.

#### NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS - None

#### COUNCIL QUESTIONS AND COMMENTS - None

#### CITY MANAGER REPORTS AND COMMENTS

##### BUILDING ACTIVITY REPORT

The August 2012 Building Activity Report was presented.

##### INVESTMENT REPORT

The City received \$17,918.61 in investment income for August 2012.

##### SALES TAX/TRANSIENT RENTAL INCOME

The City received \$432,420.11 in sales tax and \$55,497.56 in transient rental income in August 2012.

##### WATER/SEWER EXPENDITURES

Joseph K. Gavinski, City Manager, provided a report on the projected expenditures for future water and sewer projects. The report shows a short fall in the water and sewer fund of approximately \$2,000,000 per year for the next five years.

There was discussion by the Council on the water and sewer facilities and the need to fund improvements and maintenance.

##### BONDS

Joseph K. Gavinski, City Manager, stated that the City's bond counsel visited and recommended that the City refinance one of the limited tax general obligation bonds which will save the City approximately \$165,000 in interest over several years.

It was the consensus of the Council that staff proceed with refinancing of the bonds.

The meeting was adjourned at 7:45 p.m.

ATTEST

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Bill J. Ecret, Mayor

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W. Robert Taylor, Acting Finance Director



CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
DATABAR	00007974			
LEGISLATIVE	POSTAGE	0000063575	15.57	MAIL UTILITY BILLS
WATER/BILLING	POSTAGE	0000063575	448.92	MAIL UTILITY BILLS
SEWER/BILLING	POSTAGE	0000063575	354.96	MAIL UTILITY BILLS
SANITATION FUND	POSTAGE	0000063575	199.51	MAIL UTILITY BILLS
STORM WATER	POSTAGE	0000063575	65.75	MAIL UTILITY BILLS
AMBULANCE SERVICE	POSTAGE	0000063575	54.85	MAIL UTILITY BILLS
=====				
		TOTAL:	1,139.56	
HOME DEPOT CREDIT SERVICES	00007824			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063566	15.15	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000063566	52.73	MISC SUPPLIES
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063566	694.20	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000063566	129.19	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063566	25.00	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063566	66.17	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063566	119.44	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063566	30.29	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063566	27.64	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063566	67.83	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063566	171.54	MISC SUPPLIES
=====				
		TOTAL:	1,399.18	
STERLING SAVINGS BANK	00007077			
		0000063465	996.01	SUPPLIES/TRAVEL/WELLNESS/GAS
EXECUTIVE	OPERATING SUPPLIES	0000063540	588.25	T & S/SUPPLIES
EXECUTIVE	TRAVEL & SUBSISTENCE /NON-ED	0000063540	12.81	T & S/SUPPLIES
COMMUNITY DEVELOPMEN	REGISTRATION & MEMBERSHIPS	0000063468	300.00	REGISTRATION-G ALVARADO
MISC. SERVICES	MISCELLANEOUS (NOT LISTED BE	0000063465	316.03	SUPPLIES/TRAVEL/WELLNESS/GAS

CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
STERLING SAVINGS BANK	00007077			
MISC. SERVICES	OPERATING SUPPLIES	0000063540	213.64	T & S/SUPPLIES
MISC. SERVICES	OPERATING SUPPLIES	0000063556	68.96	COMPUTER SUPPLIES
MISC. SERVICES	OPERATING SUPPLIES	0000063565	1,411.23	SUPPLIES
ENGINEERING	TRAVEL & SUBSISTENCE /NON-ED	0000063471	14.04	MISC SUPPLIES/T & S
ENGINEERING	OPERATING SUPPLIES	0000063565	98.21	SUPPLIES
PARK RECREATION	OFFICE SUPPLIES	0000063465	307.29	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	561.85	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	TRAVEL & SUBSISTENCE /NON-ED	0000063465	344.78	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	280.85	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	MUSEUM RESALE	0000063465	257.54	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	357.29	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	PROFESSIONAL SERVICES	0000063465	202.35	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063465	321.23	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000063465	825.82	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	52.60	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	S&S CONCESSION RESALE	0000063465	220.11	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	114.45	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	75.92	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000063465	128.40	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	TRAVEL & SUBSISTENCE /NON-ED	0000063465	522.92	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000063465	83.70	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	17.49	SUPPLIES/TRAVEL/WELLNESS/GAS
PARK RECREATION	OPERATING SUPPLIES	0000063465	38.84	SUPPLIES/TRAVEL/WELLNESS/GAS
POLICE	OPERATING SUPPLIES	0000063530	512.48	MISCELLANEOUS

DATE 9/20/12  
TIME 11:36:21

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number P.O. Amount		Purpose of Purchase
STERLING SAVINGS BANK	00007077			
POLICE	POSTAGE	0000063530	66.65	MISCELLANEOUS
POLICE	TRAVEL & SUBSISTENCE /NON-ED	0000063530	670.51	MISCELLANEOUS
FIRE	REGISTRATION & MEMBERSHIPS	0000063472	249.00	MISC SUPPLIES,FUEL, T & S
FIRE	OPERATING SUPPLIES	0000063472	199.11	MISC SUPPLIES,FUEL, T & S
TOURISM ACTIVITIES	OPERATING SUPPLIES	0000063465	407.29	SUPPLIES/TRAVEL/WELLNESS/GAS
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063465	207.20	SUPPLIES/TRAVEL/WELLNESS/GAS
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063465	2,163.00	SUPPLIES/TRAVEL/WELLNESS/GAS
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063465	123.73	SUPPLIES/TRAVEL/WELLNESS/GAS
PARKS/STREET	OPERATING SUPPLIES	0000063465	156.35	SUPPLIES/TRAVEL/WELLNESS/GAS
STREET	OFFICE SUPPLIES	0000063471	10.66	MISC SUPPLIES/T & S
STREET	REGISTRATION & MEMBERSHIPS	0000063471	359.00	MISC SUPPLIES/T & S
WATER	TRAVEL & SUBSISTENCE /NON-ED	0000063471	12.17	MISC SUPPLIES/T & S
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063471	31.64	MISC SUPPLIES/T & S
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063471	50.55	MISC SUPPLIES/T & S
SANITATION FUND	OPERATING SUPPLIES	0000063565	28.46	SUPPLIES
STORM WATER	REPAIR AND MAINTENANCE SUPPL	0000063471	36.12	MISC SUPPLIES/T & S
STORM WATER	REGISTRATION & MEMBERSHIPS	0000063471	359.00	MISC SUPPLIES/T & S
STORM WATER	OPERATING SUPPLIES	0000063565	27.35	SUPPLIES
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063472	295.08	MISC SUPPLIES,FUEL, T & S
CENTRAL SERVICES	OPERATING SUPPLIES	0000063556	2,206.12	COMPUTER SUPPLIES
CENTRAL SERVICES	SMALL EQUIPMENT < \$1000	0000063556	1,149.22	COMPUTER SUPPLIES
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000063472	707.91	MISC SUPPLIES,FUEL, T & S
EQUIP RENTAL-OPERATI	TRAVEL & SUBSISTENCE /NON-ED	0000063472	48.51	MISC SUPPLIES,FUEL, T & S

DATE 9/20/12  
TIME 11:36:21

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR	VENDOR NO	Expenditure Account		Purpose of Purchase
Department	Object Description	P.O. Number	P.O. Amount	

STERLING SAVINGS BANK	00007077			
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000063530	4.96	MISCELLANEOUS
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063471	905.68	MISC SUPPLIES/T & S

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TOTAL:	19,720.36
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REPORT TOTAL:	22,259.10
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TOTALS PAGE  
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## TOTALS BY FUND

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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         \$22,259.10 THIS 25TH DAY OF SEPTEMBER, 2012

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COUNCIL MEMBER	COUNCIL MEMBER
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COUNCIL MEMBER	FINANCE DIRECTOR
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DATE 9/14/12  
TIME 13:49:01

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
BONNIE LONG	00007193			
PARK RECREATION	RENTAL/LEASE OTHER EQUIPMENT	0000063456	100.00	VEHICLE USE - SEPTEMBER
			=====	
			TOTAL:	100.00
DATABAR	00007974			
WATER/BILLING	POSTAGE	0000063474	874.37	MAIL UTILITY BILLS
SEWER/BILLING	POSTAGE	0000063474	691.35	MAIL UTILITY BILLS
SANITATION FUND	POSTAGE	0000063474	388.58	MAIL UTILITY BILLS
STORM WATER	POSTAGE	0000063474	128.07	MAIL UTILITY BILLS
AMBULANCE SERVICE	POSTAGE	0000063474	106.84	MAIL UTILITY BILLS
			=====	
			TOTAL:	2,189.21
FOOD SERVICES OF AMERICA	00007168			
PARK RECREATION	LAUZIER PLAYFIELD RESALE	0000063455	39.15	LAUZIER RESALE
			=====	
			TOTAL:	39.15
JACK NISBET	00002871			
GRANTS AND DONATIONS	PROFESSIONAL SERVICES	0000063457	596.00	MAC PRESENTER
			=====	
			TOTAL:	596.00
LOWES	00003886			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063473	29.61	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000063473	75.99	MISC SUPPLIES
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000063473	14.75	MISC SUPPLIES
WATER	REPAIR AND MAINTENANCE SUPPL	0000063473	25.18	MISC SUPPLIES
			=====	
			TOTAL:	145.53
PUD OF GRANT COUNTY	00001501			
LIBRARY	UTILITY EXPENSE / ELECTRICIT	0000063477	764.50	ELECTRIC SERVICE
ENGINEERING	UTILITY EXPENSE / ELECTRICIT	0000063477	14.50	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	112.72	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	4,751.02	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	764.97	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	1,176.89	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	74.23	ELECTRIC SERVICE

DATE 9/14/12  
TIME 13:49:01

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR	VENDOR NO	Expenditure Account			
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase	
=====					
PUD OF GRANT COUNTY	00001501				
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	1,605.68	ELECTRIC SERVICE	
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	17.33	ELECTRIC SERVICE	
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	516.72	ELECTRIC SERVICE	
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063477	163.21	ELECTRIC SERVICE	
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000063478	1,381.10	ELEC SERVICE/ST LIGHTS	
POLICE	UTILITY EXPENSE / ELECTRICIT	0000063477	45.01	ELECTRIC SERVICE	
POLICE	UTILITY EXPENSE / ELECTRICIT	0000063477	20.20	ELECTRIC SERVICE	
FIRE	UTILITY EXPENSE / ELECTRICIT	0000063477	817.63	ELECTRIC SERVICE	
PARKS/STREET	UTILITY EXPENSE / ELECTRICIT	0000063477	159.47	ELECTRIC SERVICE	
STREET	UTILITY EXPENSE / ELECTRICIT	0000063478	70,078.86	ELEC SERVICE/ST LIGHTS	
SEWER	UTILITY EXPENSE / ELECTRICIT	0000063477	10,587.65	ELECTRIC SERVICE	
AIRPORT	UTILITY EXPENSE / ELECTRICIT	0000063477	76.51	ELECTRIC SERVICE	
BUILD MAINT-OPERATIO	UTILITY EXPENSE / ELECTRICIT	0000063477	1,777.40	ELECTRIC SERVICE	
BUILD MAINT-OPERATIO	UTILITY EXPENSE / ELECTRICIT	0000063477	633.82	ELECTRIC SERVICE	
BUILD MAINT-OPERATIO	UTILITY EXPENSE / ELECTRICIT	0000063477	1,224.81	ELECTRIC SERVICE	
BUILD MAINT-OPERATIO	UTILITY EXPENSE / ELECTRICIT	0000063477	845.57	ELECTRIC SERVICE	
			=====		
			TOTAL:	97,609.80	
UNITED PARCEL SERVICE	00005456				
MISC. SERVICES	POSTAGE	0000063476	40.00	SERVICE CHARGES	
			=====		
			TOTAL:	40.00	
			=====		
REPORT TOTAL:			100,719.69		





DATE 9/21/12  
TIME 13:48:01

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
A & H PRINTERS	00000001			
PARK RECREATION	PRINTING & BINDING	0000063573	494.81	YOUTH SPORTS PRINTING
			=====	
			TOTAL:	494.81
AFFORDABLE AUTO REPAIR INC	00007734			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000063483	1,193.32	REPLACE FUEL PUMP, WATER PUMP
			=====	
			TOTAL:	1,193.32
AG WEST DISTRIBUTING CO INC	00006842			
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000063482	687.51	HOSE REEL
			=====	
			TOTAL:	687.51
AGRI FIX	00005801			
POLICE	PROFESSIONAL SERVICES	0000063525	190.98	TOWING
			=====	
			TOTAL:	190.98
ALEX BENKO	00000139			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000063550	154.28	PRESC CO-PAY
			=====	
			TOTAL:	154.28
AMERICAN LINEN	00004927			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063535	522.60	LINEN SERVICE
			=====	
			TOTAL:	522.60
AQUATIC SPECIALTY SERVICES	00007861			
PARK RECREATION	OPERATING SUPPLIES	0000063470	501.74	POOL CHEMICALS
			=====	
			TOTAL:	501.74
BANK OF NEW YORK MELLON	00005075			
2002 REFUNDING BONDS	OTHER DEBT SERVICE COSTS	0000063567	66.22	ADMIN FEES/BONDS
2002 REFUNDING BONDS	OTHER DEBT SERVICE COSTS	0000063567	182.77	ADMIN FEES/BONDS
2002 REFUNDING BONDS	OTHER DEBT SERVICE COSTS	0000063567	51.94	ADMIN FEES/BONDS
2011 BOND FUND	OTHER DEBT SERVICE COSTS	0000063567	299.18	ADMIN FEES/BONDS
BUILD MAINT-DEBT SR	DEBT ISSUE COSTS	0000063567	300.93	ADMIN FEES/BONDS
			=====	
			TOTAL:	901.04
BATTERY SYSTEMS	00004673			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063487	526.28	BATTERIES
			=====	
			TOTAL:	526.28
BESSE MEDICAL SUPPLY	00006688			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063536	307.63	AMBULANCE SUPPLIES
			=====	
			TOTAL:	307.63

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
BLUMENTHAL UNIFORM CO INC	00000133			
POLICE	OPERATING SUPPLIES	0000063524	4,209.46	UNIFORMS
AMBULANCE SERVICE	OPERATING SUPPLIES	0000063523	639.58	UNIFORM PANTS
			=====	
TOTAL:			4,849.04	
BRANOM INSTRUMENT COMPANY	00004536			
SEWER	REPAIR & MAINT. EQUIP. (CONT	0000063485	350.68	SERVICE CALL/MAGFLO METER
			=====	
TOTAL:			350.68	
BRENTS AUTO AND MUFFLER INC	00006783			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000063484	503.32	SWITCH, FILTER KIT
			=====	
TOTAL:			503.32	
BUD CLARY TOYOTA CHEVROLET	00000150			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063486	153.52	BRAKE KIT, RAD CAP
			=====	
TOTAL:			153.52	
CASCADE ANALYTICAL INC	00005014			
WATER	PROFESSIONAL SERVICES	0000063494	286.00	SAMPLE TESTING
SEWER	PROFESSIONAL SERVICES	0000063494	1,029.99	SAMPLE TESTING
			=====	
TOTAL:			1,315.99	
CASCADE DIESEL INC	00003551			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000063489	375.36	REPAIR DRIVE AXLE
			=====	
TOTAL:			375.36	
CASCADE FIRE CORPORATION	00003644			
FIRE	OPERATING SUPPLIES	0000063521	59.35	AXE, HELMET PARTS, BUNKER
FIRE	REPAIR AND MAINTENANCE SUPPL	0000063521	47.61	AXE, HELMET PARTS, BUNKER
FIRE	SMALL EQUIPMENT < \$1000	0000063521	151.04	AXE, HELMET PARTS, BUNKER
			=====	
TOTAL:			258.00	
CASCADE NATURAL GAS CORP	00000203			
PARK RECREATION	UTILITY EXPENSE / GAS	0000063480	4,248.85	LRC/SNS GAS USAGE
PARK RECREATION	UTILITY EXPENSE / GAS	0000063480	10.60	LRC/SNS GAS USAGE
PARK RECREATION	UTILITY EXPENSE / GAS	0000063569	1,687.06	AQC GAS USAGE
FIRE	UTILITY EXPENSE / GAS	0000063562	99.74	NAT GAS SERVICE.
BUILD MAINT-OPERATIO	UTILITY EXPENSE / GAS	0000063562	20.79	NAT GAS SERVICE.
			=====	
TOTAL:			6,067.04	

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
CEDAR STREET CLEANERS	00004655			
POLICE	OPERATING SUPPLIES	0000063529	724.44	UNIFORM MAINTENANCE
FIRE	PROFESSIONAL SERVICES	0000063537	2.70	UNIFORM MAINT
			=====	
TOTAL:			727.14	
CENTRAL MACHINERY SALES INC	00002779			
STREET	REPAIR AND MAINTENANCE SUPPL	0000063493	32.52	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000063493	168.82	MISC SUPPLIES
			=====	
TOTAL:			201.34	
CENTRAL WASHINGTON ASPHALT	00003510			
WATER	OPERATING SUPPLIES	0000063491	1,286.15	ASPHALT/PATCH CUTS
			=====	
TOTAL:			1,286.15	
CENTRAL WASHINGTON CONCRETE	00003603			
PARK RECREATION	OPERATING SUPPLIES	0000062617	620.42	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000062617	267.86	MISC SUPPLIES
			=====	
TOTAL:			888.28	
CENTURYLINK	00004900			
CENTRAL SERVICES	REPAIR & MAINT. EQUIP. (CONT	0000063564	16,450.04	MAINT AGREEMENT/TEL SYSTEM
			=====	
TOTAL:			16,450.04	
CHASE PAYMENTECH-EFT	00004046			
WATER/BILLING	BANK CHARGES	0000063544	667.11	CREDIT CARD FEES
SEWER/BILLING	BANK CHARGES	0000063544	667.12	CREDIT CARD FEES
SANITATION FUND	BANK CHARGES	0000063544	667.12	CREDIT CARD FEES
			=====	
TOTAL:			2,001.35	
CHS INC	00000249			
SEWER	OIL, LUBRICANTS & DEISEL EX	0000063488	237.69	FUEL FOR VEHICLES
EQUIP RENTAL-OPERATI	GAS-PROPANE-FUEL	0000063488	37,114.53	FUEL FOR VEHICLES
			=====	
TOTAL:			37,352.22	
CITY OF MOSES LAKE	00008201			
LIBRARY	UTILITY EXPENSE / W-S-G	0000063554	301.14	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	335.69	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	1,644.01	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	10,202.87	WATER SERVICE

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CITY OF MOSES LAKE	00008201			
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	982.61	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	2,219.01	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	712.07	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	392.37	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	4,440.67	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	234.46	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	503.89	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	682.90	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	2,757.38	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	98.20	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063554	16.73	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000063576	907.70	MAIL UTILITY BILLS
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063554	121.59	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063554	1,045.39	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063554	5,160.27	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063554	2,368.10	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000063554	97.11	WATER SERVICE
SEWER	UTILITY EXPENSE / W-S-G	0000063576	5,467.72	MAIL UTILITY BILLS
STORM WATER	UTILITY EXPENSE / W-S-G	0000063554	1,787.41	WATER SERVICE
AIRPORT	UTILITY EXPENSE / W-S-G	0000063554	544.03	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063554	267.74	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063554	920.08	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063554	395.19	WATER SERVICE



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		P.O. Number	P.O. Amount	
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063554	327.16	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063554	712.26	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063554	114.60	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063554	92.72	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000063576	236.50	MAIL UTILITY BILLS
		=====		
		TOTAL:	46,089.57	
COLUMBIA BASIN DAILY HERALD	00000210			
PARK RECREATION	ADVERTISING	0000063461	228.10	PROGRAM ADVERTISING
PARK RECREATION	ADVERTISING	0000063461	228.10	PROGRAM ADVERTISING
POLICE	ADVERTISING	0000063528	40.00	ADVERTISING
		=====		
		TOTAL:	496.20	
COLUMBIA BEARING SALES	00000274			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063464	12.54	V-BELTS
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063490	5.99	V-BELTS
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063490	20.16	V-BELTS
		=====		
		TOTAL:	38.69	
COLUMBIA PAINT & COATINGS	00005279			
STREET	REPAIR AND MAINTENANCE SUPPL	0000063495	1,420.58	PAINT FOR LANE MARKINGS
		=====		
		TOTAL:	1,420.58	
CONSOLIDATED ELECTRIC DIST	00000819			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063396	167.30	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063396	7.47	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063396	41.92	MISC SUPPLIES
WATER	REPAIR AND MAINTENANCE SUPPL	0000063492	197.46	CONDUIT
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000063492	24.28	CONDUIT
		=====		
		TOTAL:	438.43	
DAVID HELMS	00002805			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000063549	1,244.40	PRESC,MED CO-PAY
		=====		
		TOTAL:	1,244.40	
DB SECURE SHRED	00003144			

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
EXECUTIVE	PROFESSIONAL SERVICES	0000063553	5.57	RECORDS DESTRUCTION
FINANCE	PROFESSIONAL SERVICES	0000063553	5.57	RECORDS DESTRUCTION
POLICE	PROFESSIONAL SERVICES	0000063553	13.93	RECORDS DESTRUCTION
FIRE	PROFESSIONAL SERVICES	0000063553	13.93	RECORDS DESTRUCTION
WATER	PROFESSIONAL SERVICES	0000063553	13.93	RECORDS DESTRUCTION
WATER/BILLING	PROFESSIONAL SERVICES	0000063553	5.57	RECORDS DESTRUCTION
SEWER/BILLING	PROFESSIONAL SERVICES	0000063553	5.57	RECORDS DESTRUCTION
SANITATION FUND	PROFESSIONAL SERVICES	0000063553	5.56	RECORDS DESTRUCTION
			=====	
			TOTAL:	69.63
DESERT GREEN TURF	00007180			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063462	1,165.32	TURF
			=====	
			TOTAL:	1,165.32
DON GARRETT	00007604			
PARK RECREATION	TRAVEL & SUBSISTENCE /NON-ED	0000063469	44.00	REIMBURSEMENT/MEAL EXPENSES
			=====	
			TOTAL:	44.00
DR LOU SOWERS	00001856			
POLICE	PROFESSIONAL SERVICES	0000063527	450.00	PSYCHOLOGICAL
			=====	
			TOTAL:	450.00
EASTERN CASCADE DIST	00006909			
POLICE	OPERATING SUPPLIES	0000063526	38.50	DRINKING WATER
			=====	
			TOTAL:	38.50
ELVIS SWISHER	00002623			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000063552	705.30	PRESC, MED CO-PAY
			=====	
			TOTAL:	705.30
EVERGREEN RURAL WATER OF WA	00006741			
WATER	REGISTRATION & MEMBERSHIPS	0000063496	120.00	REGIS/CLASS
			=====	
			TOTAL:	120.00
FABER INDUSTRIAL SUPPLY	00000501			
STREET	REPAIR AND MAINTENANCE SUPPL	0000063498	10.29	STRIPING PAINT, HYDRANT PAINT
WATER	OPERATING SUPPLIES	0000063498	145.97	STRIPING PAINT, HYDRANT PAINT
			=====	
			TOTAL:	156.26
FASTENAL COMPANY	00007372			

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STREET	REPAIR AND MAINTENANCE SUPPL	0000063499	45.37	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000063499	301.98	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063499	280.33	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063499	56.48	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063499	90.74	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063499	78.18	MISC SUPPLIES
TOTAL:			853.08	
FERRELLGAS	00002207			
STREET	RENTAL/LEASE OTHER EQUIPMENT	0000063497	64.74	TANK RENTAL
TOTAL:			64.74	
GARRY OTTMAR	00004434			
WATER	MISCELLANEOUS (NOT LISTED BE	0000063509	37.50	MISC DUMPING
TOTAL:			37.50	
GRAINGER PARTS OPERATIONS	00002755			
SEWER	OPERATING SUPPLIES	0000063500	136.83	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063500	371.64	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063500	78.72	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063500	99.44	MISC SUPPLIES
TOTAL:			686.63	
GRANT CO SOLID WASTE DEPT	00000640			
SANITATION FUND	LANDFILL DUMPING FEES	0000063546	21,313.12	LANDFILL DUMPING FEES
TOTAL:			21,313.12	
HELENA CHEMICAL COMPANY	00006809			
PARK RECREATION	OPERATING SUPPLIES	0000063459	620.43	INDUCE/BATTLESHIP CHEMICALS
PARK RECREATION	OPERATING SUPPLIES	0000063479	51.25	WEEDMASTER
TOTAL:			671.68	
HOCHSTATTER ELECTRIC	00000705			
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000063570	251.73	BLOWER REPAIR/LABOR
TOTAL:			251.73	
HOPKINS FULFILLMENT SERVICE	00004019			
PARK RECREATION	MUSEUM RESALE	0000063571	37.83	MAC RESALE/BOOK

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=====				
			TOTAL:	37.83
IBS INC	00004860			
WATER	OPERATING SUPPLIES	0000063503	210.66	SPRAY PAINT, DRILL BITS
=====				
			TOTAL:	210.66
INTERNATIONAL DATA SUPPLY	00006105			
WATER	OFFICE SUPPLIES	0000063502	42.90	MISC OFFICE SUPPLIES
BUILD MAINT-OPERATIO	OFFICE SUPPLIES	0000063502	62.46	MISC OFFICE SUPPLIES
=====				
			TOTAL:	105.36
ITRON	00006106			
WATER/BILLING	PROFESSIONAL SERVICES	0000063548	654.50	MAINT AGREE/METER READ SYS
WATER/BILLING	REPAIR & MAINT. EQUIP. (CONT	0000063548	730.46	MAINT AGREE/METER READ SYS
=====				
			TOTAL:	1,384.96
JERRYS AUTO SUPPLY	00005835			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063460	22.64	TRACTOR HYDRA
FIRE	OPERATING SUPPLIES	0000063520	139.63	CHAIN, LIGHTING
=====				
			TOTAL:	162.27
LAD IRRIGATION COMPANY INC	00001101			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063463	41.03	PVC FITTINGS
=====				
			TOTAL:	41.03
LAW ENFORCEMENT EQUIP DIST	00005679			
GRANTS AND DONATIONS	MINOR EQUIPMENT < \$5000	0000063519	440.99	SUPPLIES
=====				
			TOTAL:	440.99
MERCHANT SOLUTIONS - EFT	00005882			
COMMUNITY DEVELOPMEN	BANK CHARGES	0000063543	189.46	CREDIT CARD FEES
ENGINEERING	BANK CHARGES	0000063543	314.53	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000063543	50.50	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000063543	2,027.69	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000063543	250.57	CREDIT CARD FEES
PARK RECREATION	BANK CHARGES	0000063543	13.27	CREDIT CARD FEES
POLICE	BANK CHARGES	0000063543	23.60	CREDIT CARD FEES
FIRE	BANK CHARGES	0000063543	5.00	CREDIT CARD FEES



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MERCHANT SOLUTIONS - EFT WATER/BILLING	00005882 BANK CHARGES	0000063543	19.81	CREDIT CARD FEES
			TOTAL:	2,894.43
MICONTROLS INC SEWER	00007894 REPAIR AND MAINTENANCE SUPPL	0000063504	1,215.15	SERVO PLATE ASSY
			TOTAL:	1,215.15
MICROFLEX INC FINANCE	00005896 MISCELLANEOUS (NOT LISTED BE	0000063542	1,056.83	TAXTOOLS AUDIT PROGRAM
			TOTAL:	1,056.83
MOSES LAKE STEEL SUPPLY PARK RECREATION	00001268 OPERATING SUPPLIES	0000063389	60.04	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000063389	17.45	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063389	50.29	MISC SUPPLIES
STREET REPR/RECON	OTHER IMPROVEMENTS	0000063445	89.18	SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063505	25.58	MISC SCREWS, LABOR, ALUM
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063505	15.12	MISC SCREWS, LABOR, ALUM
SEWER	REPAIR & MAINT. EQUIP. (CONT	0000063505	113.15	MISC SCREWS, LABOR, ALUM
			TOTAL:	370.81
NATIONAL BARRICADE & SIGN CO WATER	00007405 REPAIR AND MAINTENANCE SUPPL	0000063507	130.71	CLAMPS/BARRICADE SIGNS
			TOTAL:	130.71
NATL ALLIANCE FOR YOUTH SPORTS PARK RECREATION	00007279 PROFESSIONAL SERVICES	0000063555	120.00	NYSKA MEMBERSHIP FFES/SOCCER
			TOTAL:	120.00
NORCO ENTERPRISES INC AMBULANCE SERVICE	00006590 OPERATING SUPPLIES	0000063533	256.19	MEDICAL OXYGEN
			TOTAL:	256.19
NORTH CENTRAL WASHINGTON FENCE PARK RECREATION	00006902 OPERATING SUPPLIES	0000063391	993.33	MISC SUPPLIES
			TOTAL:	993.33
NORTHSTAR CHEMICAL INC WATER	00006113 OPERATING SUPPLIES	0000063508	3,407.96	SODIUM HYPO
			TOTAL:	3,407.96

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NORTHWEST HOSE & FITTINGS SEWER	00001302 REPAIR AND MAINTENANCE SUPPL	0000063506	97.12	ALUM REDUCER
			TOTAL:	97.12
NRPA PARK RECREATION	00004676 REGISTRATION & MEMBERSHIPS	0000063574	113.00	NRPA MEMBERSHIP
			TOTAL:	113.00
OGDEN MURPHY WALLACE INC LEGAL/JUDICIAL	00006727 PROFESSIONAL SERVICES	0000063560	242.75	PROF SERVICES/AT & T CLAIM
			TOTAL:	242.75
OXARC INC PARK RECREATION STREET	00001412 OPERATING SUPPLIES OPERATING SUPPLIES	0000063398 0000063510	36.28 23.72	MISC SUPPLIES GLOVES
			TOTAL:	60.00
PLUMBMASTER BUILD MAINT-OPERATIO	00006709 REPAIR AND MAINTENANCE SUPPL	0000063511	605.51	TOWEL DISPENSERS
			TOTAL:	605.51
PROGRESSIVE MEDICAL INTL AMBULANCE SERVICE	00006656 OPERATING SUPPLIES	0000063532	1,551.66	AMBULANCE SUPPLIES
			TOTAL:	1,551.66
QCL INC FIRE	00006542 PROFESSIONAL SERVICES	0000063558	50.00	PRE-EMPLOY DRUG SCREEN
			TOTAL:	50.00
QUILL CORPORATION FIRE FIRE AMBULANCE SERVICE	00004811 OFFICE SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES	0000063531 0000063531 0000063531	10.78 42.45 42.45	COFFEE, TAPE COFFEE, TAPE COFFEE, TAPE
			TOTAL:	95.68
R & C TREE SERVICE INC PARK RECREATION PARKS/STREET	00003388 REPAIR & MAINT. OTHER (CONTR REPAIR & MAINT. OTHER (CONTR	0000063438 0000063438	963.40 4,000.00	TRIM, REMOVE AND GRIND TREES TRIM, REMOVE AND GRIND TREES
			TOTAL:	4,963.40
RADIO SHACK PARK RECREATION	00001723 OPERATING SUPPLIES	0000063547	8.83	MIC PLUG
			TOTAL:	8.83

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RAINBOW FLYING SERVICE AIRPORT	00003974 REPAIR & MAINT. OTHER (CONTR	0000063512	400.00	LAWN CARE SERVICE
			TOTAL:	400.00
REDDY ICE PARK RECREATION	00004329 CAMPGROUND RESALE	0000063458	893.64	ICE RESALE/CASCADE CAMPGROUND
			TOTAL:	893.64
REDFLEX TRAFFIC SYSTEMS POLICE	00004837 PROFESSIONAL SERVICES	0000063563	15,507.87	PROF SERV/RED LIGHT TICKETS
			TOTAL:	15,507.87
RELIABLE OFFICE PRODUCTS EXECUTIVE	00003702 OPERATING SUPPLIES	0000063559	140.41	MISC SUPPLIES
			TOTAL:	140.41
SAFEGUARD BUSINESS SYSTEMS AMBULANCE SERVICE	00006080 OPERATING SUPPLIES	0000063541	2.16	DEPOSIT BOOKS
			TOTAL:	2.16
SHELLY MCCUITION FIRE	00005589 TRAVEL & SUBSISTENCE /NON-ED	0000063534	17.28	REIMB MILEAGE
			TOTAL:	17.28
SHERWIN-WILLIAMS PARK RECREATION	00006229 OPERATING SUPPLIES	0000063383	394.91	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063383	324.52	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000063383	48.24	MISC SUPPLIES
STREET	REPAIR AND MAINTENANCE SUPPL	0000063513	19.63	SPRAY GUN TIPS, PAINT
SEWER	REPAIR AND MAINTENANCE SUPPL	0000063513	11.84	SPRAY GUN TIPS, PAINT
			TOTAL:	799.14
SKAUG BROTHERS BUILD MAINT-OPERATIO	00000005 REPAIR AND MAINTENANCE SUPPL	0000063390	302.12	TILE
			TOTAL:	302.12
SMITH SPORT OPTICS INC PARK RECREATION	00008016 S&S CONCESSION RESALE	0000063466	69.86	SNS RESALE/SUNGLASSES
			TOTAL:	69.86
SPOKESMAN REVIEW POLICE	00001806 ADVERTISING	0000063538	191.68	POLICE OFFICER AD
			TOTAL:	191.68

DATE 9/21/12  
TIME 13:48:01

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account		Purpose of Purchase
		P.O. Number	P.O. Amount	
STATE AUDITORS OFFICE FINANCE	00003249 PROFESSIONAL SERVICES	0000063568	250.80	PROF SERVICE
		=====		
		TOTAL:	250.80	
SUNTRUST	00007361			
EQUIPMENT LEASES	PRINCIPAL CAPITAL LEASE	0000063561	315.64	#35 LEASE PYMT/OCT
EQUIPMENT LEASES	INTEREST ON CAPITAL LEASES/I	0000063561	12.28	#35 LEASE PYMT/OCT
W/S LEASES	PRINCIPAL CAPITAL LEASE	0000063561	3,380.96	#35 LEASE PYMT/OCT
W/S LEASES	INTEREST ON CAPITAL LEASES/I	0000063561	172.53	#35 LEASE PYMT/OCT
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000063561	9,373.33	#35 LEASE PYMT/OCT
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000063561	323.51	#35 LEASE PYMT/OCT
		=====		
		TOTAL:	13,578.25	
T M G SERVICES INC WATER	00006368 MACHINERY & EQUIPMENT NONLEA	0000063514	13,055.90	FORCE FLOW DILUTION SYSTEM
		=====		
		TOTAL:	13,055.90	
THOMAS R CRAGHEAD FIREMANS PENSION	00002731 DIRECT MEDICAL PAYMENTS	0000063551	261.67	PRESC CO-PAY
		=====		
		TOTAL:	261.67	
TYCO INC BUILD MAINT-OPERATIO	00004451 REPAIR AND MAINTENANCE SUPPL	0000063515	221.87	CITROL, PENETRO
		=====		
		TOTAL:	221.87	
UNIVAR USA INC PARK RECREATION	00006346 OPERATING SUPPLIES	0000063232	1,780.96	ISOCYANURIC ACID
		=====		
		TOTAL:	1,780.96	
UTIL UNDRGRND LOCATION CENTER	00004598			
STREET	MISCELLANEOUS (NOT LISTED BE	0000063516	80.40	UNDERGROUND LOCATES
WATER	MISCELLANEOUS (NOT LISTED BE	0000063516	80.40	UNDERGROUND LOCATES
SEWER	MISCELLANEOUS (NOT LISTED BE	0000063516	80.40	UNDERGROUND LOCATES
		=====		
		TOTAL:	241.20	
VIDACARE AMBULANCE SERVICE	00004962 OPERATING SUPPLIES	0000063522	504.18	NEEDLE SETS
		=====		
		TOTAL:	504.18	
WEAVER EXTERMINATING SERVICE WATER	00004290 REPAIR & MAINT. BUILDING (CO	0000063518	69.06	RODENT CONTROL

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TIME 13:48:01

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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

NAME OF VENDOR	VENDOR NO	Expenditure Account	P.O. Number	P.O. Amount	Purpose of Purchase
Department	Object Description				
=====					
				TOTAL:	69.06
WEINSTEIN BEVERAGE COMPANY	00005990				
PARK RECREATION	OPERATING SUPPLIES	0000063481	1,015.61	MAINT SUPPLIES/SNS RESALE	
PARK RECREATION	S&S CONCESSION RESALE	0000063481	689.40	MAINT SUPPLIES/SNS RESALE	
PARK RECREATION	OPERATING SUPPLIES	0000063481	1,006.17	MAINT SUPPLIES/SNS RESALE	
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000063517	1,123.24	PAPER PRODUCTS	
				TOTAL:	3,834.42
WENATCHEE VALLEY MEDICAL CTR	00005069				
EXECUTIVE	PROFESSIONAL SERVICES	0000063539	335.67	HEP B VACCINES	
				TOTAL:	335.67
WEST PAYMENT CENTER	00004968				
LEGAL/JUDICIAL	BOOKS /LESS \$100.00 TOTAL VA	0000063557	860.47	LEGAL BOOKS	
				TOTAL:	860.47
XPRESS BILL PAY - EFT	00006421				
WATER/BILLING	BANK CHARGES	0000063545	365.00	CREDIT CARD FEES	
SEWER/BILLING	BANK CHARGES	0000063545	364.99	CREDIT CARD FEES	
SANITATION FUND	BANK CHARGES	0000063545	364.97	CREDIT CARD FEES	
				TOTAL:	1,094.96
				REPORT TOTAL:	229,645.05

DATE 9/21/12  
TIME 13:48:03

TOTALS PAGE  
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CITY OF MOSES LAKE  
TABULATION OF CLAIMS TO BE APPROVED  
COUNCIL MEETING OF  
09/25/2012

TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	73,542.69
103	GRANTS AND DONATIONS	440.99
116	STREET	14,489.71
119	STREET REPR/RECON	89.18
275	EQUIPMENT LEASES	327.92
285	2002 REFUNDING BONDS	300.93
410	WATER/SEWER	32,025.61
450	2011 BOND FUND	299.18
477	WATER SEWER CONSTRUCTION	687.51
483	W/S LEASES	3,553.49
490	SANITATION FUND	22,350.77
493	STORM WATER	1,787.41
495	AIRPORT	944.03
498	AMBULANCE SERVICE FUND	3,826.45
517	CENTRAL SERVICES	16,450.04
519	EQUIPMENT RENTAL	49,731.99
528	BUILD MAINTENANCE	6,431.50
611	FIREMANS PENSION	2,365.65



September 19, 2012

TO: City Manager  
For City Council Consideration

FROM: Municipal Services Director

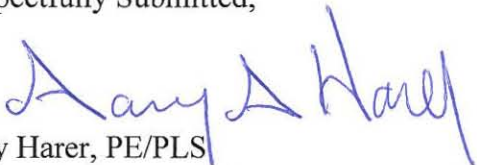
SUBJECT: **Accept Work**  
**Sewer Lining Project – 2012**

Planned & Engineered Construction, Inc. (PEC) has completed work for the Sewer Lining Project – 2012. This project consisted of lining 24,493 linear feet of 8 and 10-inch sanitary sewer mains in the Larson, Lakeview, and Peninsula areas.

The contract was awarded to PEC in the amount of \$485,550. The final contract amount for the work is \$497,573. Some additional sanitary sewer mains were added to the project in accordance with the specifications.

The contract work is physically complete and ready for acceptance by City Council. Upon acceptance of the contract, we will enter into the 60-day lien period as required by Washington State Law.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Gary A. Harer".

Gary Harer, PE/PLS  
Municipal Services Director



September 19, 2012

TO: City Manager  
For City Council Consideration

FROM: Municipal Services Director

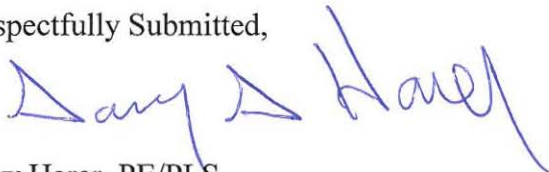
SUBJECT: **Accept Work**  
**Five Corners Improvements Project – 2012**

Neppel Electric and Controls LLC has completed work for the Five Corners Improvement Project – 2012. That project included replacing the signal heads, count-down pedestrian heads, pedestrian push buttons, wiring, curb ramps, street repairs at Elder Street and Eastlake Drive, and associated work.

The contract was awarded in the amount of \$183,400. The final contract amount for the work is \$169,731: \$13,669 less than the award amount.

The contract work is physically complete and ready for acceptance by City Council. Upon acceptance of the contract, we will enter into the 60-day lien period as required by Washington State Law.

Respectfully Submitted,



Gary Harer, PE/PLS  
Municipal Services Director

September 19, 2012

TO: City Manager  
For City Council Consideration

FROM: Municipal Services Director

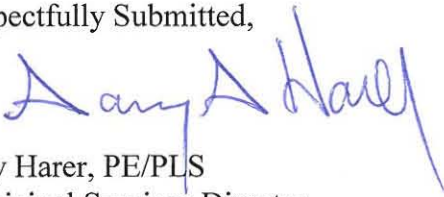
SUBJECT: **Accept Work**  
**Reservoir #9 Project – 2011**

T Bailey, Inc. has completed the work for the Reservoir #9 Project – 2011. This project consisted of constructing a 2.8 million gallon standpipe and removing three water tanks in the Larson area. The reservoir will provide additional storage and operating pressures for the Larson area.

The contract was awarded to T Bailey, Inc. in the amount of \$2,007,587. The final contract amount for the work is \$2,026,746. The extra cost was the result of unforeseen underground obstacles.

The contract work is physically complete and ready for acceptance by City Council. Upon acceptance of the contract, we will enter into the 60-day lien period as required by Washington State Law.

Respectfully Submitted,



Gary Harer, PE/PLS  
Municipal Services Director



September 20, 2012

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

I have received a letter requesting an appointment to the Tourism Commission from Ashlee Holten.

It is my intention to honor this request at the September 25, 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:jt

cc: City manager

Regarding the Tourism Commission appointment,

My name is Ashlee Holten and I am interested in being appointed to one of the positions as a Tourism Commissioner. I have lived in Moses Lake since 2009 and live in the city limits as well. My permanent job held is with Aging and Adult of Central Washington where I have the great joy of helping our senior community in Grant, Adams, and Lincoln counties.

Thank you for considering me for this volunteer position for the City of Moses Lake!

Ashlee Holten

September 20, 2012

TO: City Manager  
For Council Consideration

FROM: Municipal Services Director

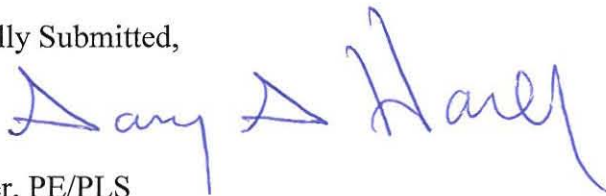
SUBJECT: **Consideration of Quotes - Small Works Roster  
Larson Storage Building**

Staff opened quotes for the Larson Storage Building on August 29. The project consists of constructing a building at the Larson Wastewater Treatment Plant to store vehicles and equipment.

The two quotes that were received range from \$191,209 to \$301,558. Staff worked with the low quoter to change the type of several materials that resulted in a lower quote of \$181,838. The Engineer's estimate was \$175,000.

Staff recommends awarding the quote to Center State Construction, in the amount of \$181,838.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Gary Harer". The signature is stylized with a large "G" and "H".

Gary Harer, PE/PLS  
Municipal Services Director



September 19, 2012

Honorable Mayor and  
Moses Lake City Council

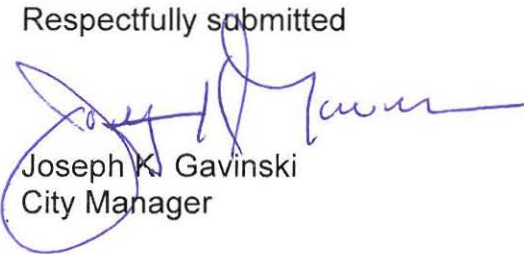
Dear Council Members

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 second 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 19, 2012

TO: City Manager for Council Consideration  
FROM: Gary G. Harer, Municipal Services Director  
SUBJECT: Ordinance - Amend Chapter 13.08 - 2<sup>nd</sup> Reading

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

The ordinance is presented for Council consideration. This is the second 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 18, 2012

Honorable Mayor and  
Moses Lake City Council

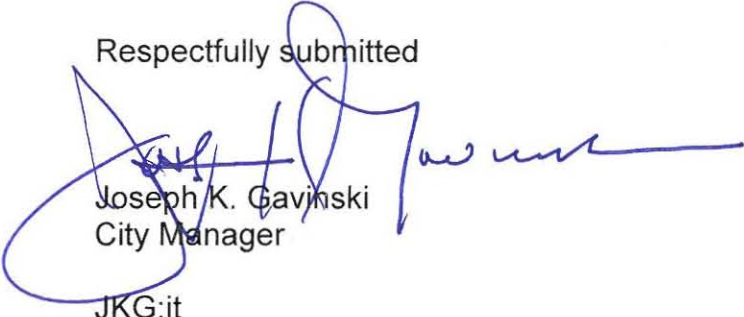
Dear Council Members

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 iFiber 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 second 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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- 2.6 Grant of Other Franchises
- 2.7 Police Powers
- 2.8 Relations to Other Provisions of Law
- 2.9 Effect of Acceptance
- 2.10 Effect of Change in the Cable Act

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- 14.5 Governing Law
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- 14.7 Captions
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- 14.9 Entire Agreement
- 14.10 Attorney's Fees
- 14.11 Time Is of the Essence

**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 18, 2012

Honorable Mayor and  
Moses Lake City Council

Dear Council Members

Attached is an ordinance for the annexation of approximately 2.29 acres located adjacent to Hamilton Road and described as Lot 11 less the west 60', Wisner Commercial Park Plat.,

This is the first reading of the ordinance. If the Council adopts the first reading of the ordinance, a public hearing should be scheduled for the second reading of the ordinance.

Respectfully submitted



Joseph K. Gavinski  
City Manager

JKG:jt

ORDINANCE NO.

AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS THE WISER COMMERCIAL PARK ANNEXATION TO THE CITY OF MOSES LAKE, WASHINGTON, AND INCORPORATING THE SAME WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSES LAKE

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

Section 1. The following described real estate, as shown on the attached map marked Exhibit A which by this reference is incorporated within this ordinance, situated in Grant County is hereby annexed to and incorporated in the City of Moses Lake:

Lot 11 less west 60', Wiser Commercial Park Plat as per plat recorded in Volume 11 of Plats,  
page 14, records of Grant County, Washington

Parcel # 121138011 (less 60')

Total acreage 2.29 acres

Section 2. All property within the territory annexed shall hereinafter be assessed and taxed at the same rate and on the same basis as other property within the city.

Section 3. The area annexed will be zoned L-I, Light Industrial.

Section 4. That a copy of this ordinance shall be filed with the Board of County Commissioners of Grant County, Washington.

Section 5. 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 October 9, 2012.

ATTEST:

\_\_\_\_\_  
Bill J. Ecret, Mayor

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

APPROVED AS TO FORM:

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



Lot 11  
Wiser Commercial Park Plat  
Less the West 60 Feet

WHEELER RD

HAMILTON RD

WHEELER RD

WISER LN



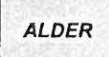
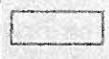


BUD LN

HAMILTON RD

121138011

0 150 300 600  
Feet

Lot 11  
Wiser Commercial Park Plat

-  CITY LIMITS
-  UGA BOUNDARY
-  ALDER STREET NAMES
-  LOTS
-  LAKE
-  GANT Annexation



**CITY OF MOSES LAKE**  
COMMUNITY DEVELOPMENT  
PLANNING DIVISION

DRAWN: BKP  
DATE: JULY 31, 2012

0 0.5 1  
Miles



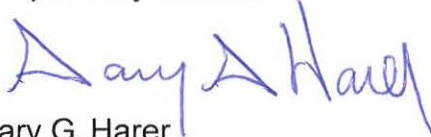
September 20, 2012

TO: City Manager for Council Consideration  
FROM: Gary G. Harer, Municipal Services Director  
SUBJECT: Ordinance - Amend 13.05 - Wastewater Regulations - 1<sup>st</sup> Reading

Attached is an ordinance that amends Moses Lake Municipal Code Chapter 13.05, Wastewater Regulations by requiring a legal method for City staff to access the meters and electronic reading devices for privately owned metered sewer mains and service lines.

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

Respectfully submitted



Gary G. Harer  
Municipal Services Director

GGH:jt



ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 13.05 OF THE MOSES LAKE MUNICIPAL  
CODE ENTITLED "WASTEWATER REGULATIONS"

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

Section 1. Chapter 13.05 of the Moses Lake Municipal Code entitled "Wastewater Regulations" is amended as follows:

13.05.060 Private Wastewater Systems:

- A. Septic tanks and alternative onsite disposal systems are prohibited for new subdivisions, except in heavy industrial zones where sewer treatment systems and onsite disposal systems may be allowed by City Council.
- B. Wastewater systems including mains, manholes, lift stations and their appurtenances located in private streets, binding site plans and on private property shall be privately owned.
- C. The construction plans for the installation of privately owned wastewater systems that discharge to the POTW shall be in compliance with the requirements of the Street and Utility Construction Standards, and shall be approved by the Municipal Services Director prior to construction. Furthermore, the Municipal Services Director will observe the installation of the wastewater system. The engineer of record shall inspect and direct the contractor to assure that the installation complies with the approved plans and specifications.
- D. Before privately owned metered sewer mains and service lines connect to the POTW, a perpetual access easement, access easement dedication on a plat, or other legal device approved by the City Attorney is required to be accepted by City Council to allow City staff to access the meters and electronic reading devices.

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 October 9, 2012.

\_\_\_\_\_  
Bill J. Ecret, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

September 20, 2012

TO: City Manager  
For City Council Consideration

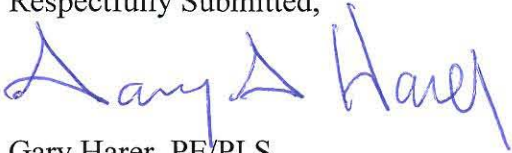
FROM: Municipal Services Director

SUBJECT: **Ordinance - Amend 13.07 - Water Regulations - 1<sup>st</sup> Reading**

Attached is an ordinance that amends Moses Lake Municipal Code Chapter 13.07, Water Regulations by requiring a legal method for City staff to access the meters and electronic reading devices for privately owned water mains and service lines.

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

Respectfully Submitted,

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

Gary Harer, PE/PLS  
Municipal Services Director

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 13.07 OF THE MOSES LAKE MUNICIPAL  
CODE ENTITLED "WATER REGULATIONS"

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

Section 1. Chapter 13.07 of the Moses Lake Municipal Code entitled "Water Regulations" is amended as follows:

13.07.050 Ownership:

- A. City Ownership of Water Mains: The City shall have ownership of all water mains that are located within right-of-way or a municipal easement, provided that the water mains have been accepted by the City Council. City ownership for water mains that extend onto private property without a municipal easement terminates at the downstream side of the isolation valve located in right-of-way, or at the right-of-way line when there is no isolation valve.
- B. City Ownership of Service Lines: City ownership extends from the water main to the downstream side of the meter tile when the meter tile is located within right-of-way or a municipal easement. City ownership extends from the water main to the isolation valve in the right-of-way when the meter is located on private property; or to the right-of-way line when there is no isolation valve in the right-of-way.
- C. City ownership of meters: The City shall own all meters regardless of whether they are located within right-of-way or on private property.
- D. Private Ownership of Water Mains, Service Lines, and Appurtenances: All water mains, service lines, and appurtenances that are not described in A and B of this section are privately owned. All maintenance, repairs, and operations on private water mains and service lines are the owner's responsibility.

13.07.051 Access Onto Private Property: Before privately owned water mains and service lines connect to the City's water system, a perpetual access easement, dedication on a plat, or other legal device approved by the City Attorney is required to be accepted by the City Council to allow City staff to access City owned meters and electronic devices.

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 October 9, 2012.

ATTEST:

\_\_\_\_\_  
Bill J. Ecret, Mayor

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

APPROVED AS TO FORM:

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



September 19, 2012

Honorable Mayor and  
Moses Lake City Council

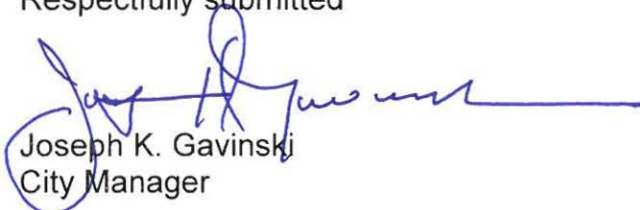
Dear Council Members

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

The proposed amended ordinance clarifies the water charges imposed for water used by fire protection systems. The charges suggested by the amended ordinance are simple. There are no minimum monthly charges for a metered fire protection system. The only charges imposed are for actual water usage.

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

Respectfully submitted



Joseph K. Gavinski  
City Manager

JKG:jt

ORDINANCE NO.

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

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

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

13.12.100 Fire Protection Charges:

- A. Metering shall not be required for fire protection lines running directly to buildings when used solely for furnishing water to sprinkler, ~~deluge~~, or other fire protection systems. Water flow alarms shall be provided in all fire protection sprinkler installations. Such alarms shall be either water motor or electric gongs, except where alternate devices are specifically approved by the city.
- B. Water supplied to above ground or underground tanks for deluge systems from which water is pumped for fire protection service shall be metered and payment shall be made for water actually consumed at the established rate on commercial accounts, in accordance with the established rate for commercial accounts. ~~There shall be no minimum monthly amount charged.~~

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 October 9, 2012.

\_\_\_\_\_  
Bill J. Ecret, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

September 19, 2012

TO: City Manager for Council Consideration  
FROM: Community Development Director  
SUBJECT: Resolution - Build on Unplatted Property - American Legion

The Community Development Department has received a request to build on unplatted property on behalf of the American Legion located at 538 W. Broadway.

The request is to allow the repair and remodel of the existing building which includes new paint, awning, signage, lighting, repairs to the roof and parking lot, improving handicapped accessibility, and a minor remodel of the addition attached to the rear of the building. The request is to waive the requirement for platting since the cost will exceed the amount of the repairs.

Attached for Council consideration is a resolution granting permission for the American Legion Joe R. Hooper Post 209 to build on unplatted property. It should be noted that the resolution includes language that requires the property to be platted within one year.

Respectfully submitted



Gilbert Alvarado  
Community Development Director

GA:jt

RESOLUTION NO.

A RESOLUTION ALLOWING THE AMERICAN LEGION JOE R. HOOPER POST  
209 TO BUILD ON UNPLATTED PROPERTY

RECITALS:

1. Moses Lake Municipal Code 16.12.030 allows for the issuance of a building permit to a proponent who wishes to build on unplatted property after a resolution from the City Council.
2. The American Legion Joe R. Hooper Post 209 has requested the City Council to allow it to build on unplatted property described as follows:

Tax #704 less easterly 20' (Parcel #110104000)

RESOLVED:

1. That the American Legion Joe R. Hooper Post 209 be allowed to make repairs and construct a minor remodel to the existing building on unplatted property with the stipulation that the property be platted within one year.

Adopted by the City Council on September 25, 2012.

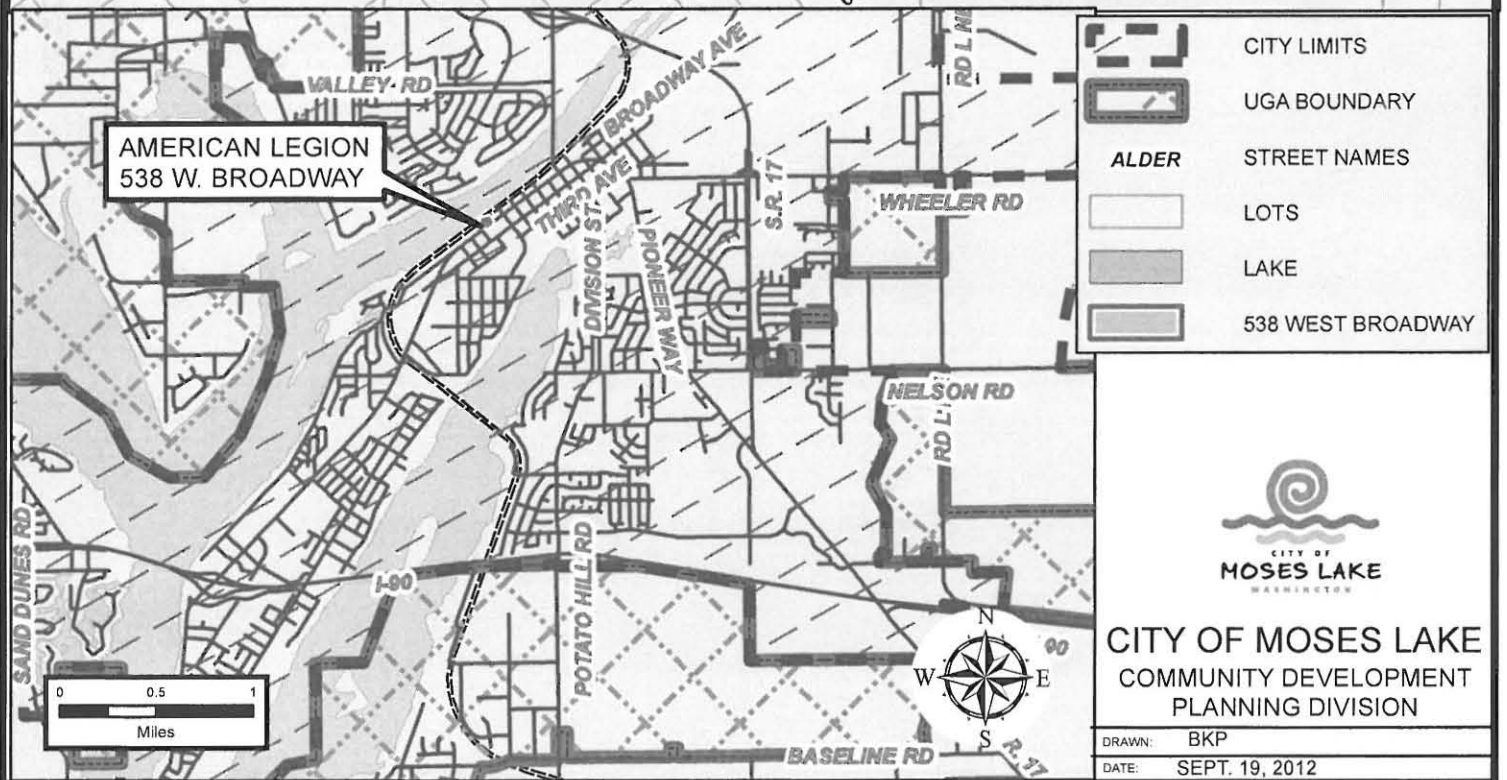
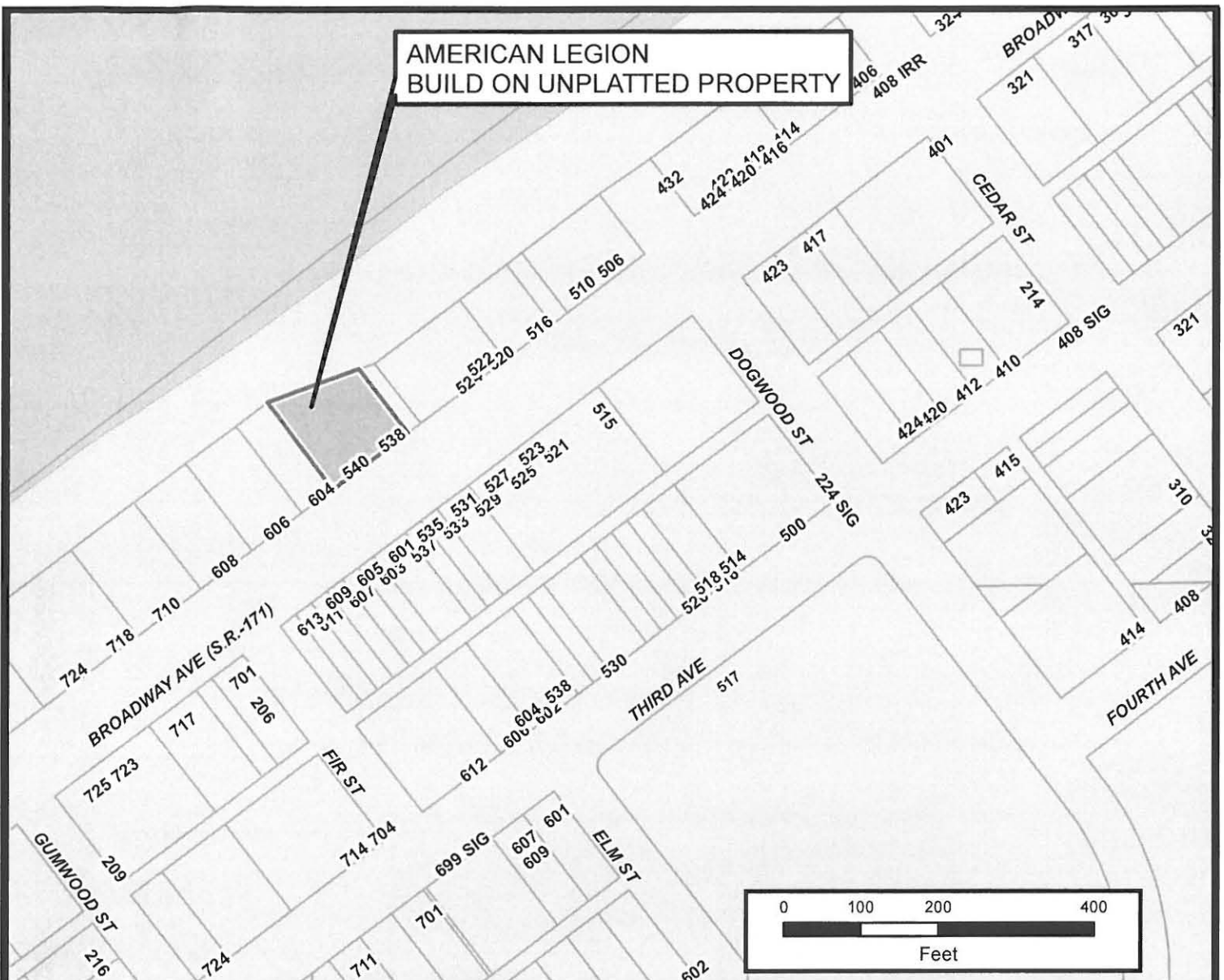
ATTEST:

\_\_\_\_\_  
Bill J. Ecret, Mayor

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



AMERICAN LEGION  
BUILD ON UNPLATTED PROPERTY





**LARSON FOWLES, PLLC**  
Attorneys

---

LARRY W. LARSON  
DWAYNE C. FOWLES  
MITCHELL J. HEAPS  
KENE C. LARSON

821 E. Broadway Ave., Ste. 8  
Moses Lake, WA 98837  
(509) 765-6700  
(509) 765-6710 Fax

*mitch@larsonfowles.com*

September 18, 2012

Moses Lake City Council  
401 S. Balsam St.  
P.O. Box 1579  
Moses Lake, WA 98837

**Re: *American Legion Building***  
***538 W. Broadway Ave.***  
***Request for Deferment***

Dear City Council Members:

This firm represents Ms. Tammi Huber and her organization, Ruby Jane Charities, in connection with her charitable efforts to improve the American Legion Building located at 538 W. Broadway Ave., in Moses Lake, as a service to local veterans and our community.

Ms. Huber is coordinating the effort of several religious, service, and business organizations to repair and remodel the American Legion property, including new paint, awning, signage, lighting, repairs to the roof and parking lot, improving handicap accessibility, and a minor remodel of the addition attached to the back of the building.

The project is entirely non-profit. Virtually all of the materials and labor have been donated. The vision Ms. Huber has for the American Legion building will not only drastically improve the property's curb appeal, but also allow these veterans to continue to help and serve in our area.

In the permitting process, we discovered that this property remains unplatted. We are informed that all properties must be platted within a year of the issuance of a permit pursuant to city ordinance. However, the estimated cost to survey and plat the property is well beyond budget, and subjecting American Legion to this expense in the future would undermine the intent of the service project.

Please accept this letter as a formal request for a permanent deferment of the general requirement that the property be platted within a year of the request for the permits. We hope the Council will agree that the

Moses Lake City Council  
September 18, 2012  
Page 2

opportunity Ms. Huber has created for our community to assist our local veterans will outweigh the necessity that the property be platted in the process. Thank you for consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mitchell J. Heaps", written over the printed name.

MITCHELL J. HEAPS

MJH/smr

Enclosure

cc: Ms. Tammi Huber, Ruby Jane Charities