

MOSES LAKE CITY COUNCIL

Bill Ecret
Richard Pearce
Brent Reese

Jon Lane
Mayor



Joseph K. Gavinski
City Manager

David Curnel
Karen Liebrecht
Dick Deane

June 14, 2011

AGENDA

Sophia Guerrero, Executive Secretary

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
 - A. Proclamation - Inland NW Blood Center
5. CONSENT AGENDA
 - A. Approval of Minutes - May 24, 2011
 - B. Approval of Bills and Checks Issued
 - C. Resolution - Abandon Easement 1102 Ashley - Alaniz
6. COMMISSION APPOINTMENTS - None
7. CONSIDERATION OF BIDS AND QUOTES
 - A. Reservoir 9 Project - 2011
 - B. Sewer Lining Project - 2011
8. PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS
 - A. Communication - Permission to Exceed Hedge Height Limits - Bruce Bailey
 - B. Communication - Permission for Street Closure - Tsunami Sushi
9. ORDINANCES AND RESOLUTIONS
 - A. Ordinance - Amend MLMC Chapter 18.58 - Signs - 2nd Reading
 - B. Ordinance - Amend MLMC Chapter 3.62 - Utility System Development Charges - 1st Reading
 - C. Ordinance - Amend MLMC Chapter 17.15 & 17.18 - Requirements for Plats and Site Plans & Binding Site Plan - 1st Reading
 - D. Ordinance - Granting a Franchise to Northland Cable Television, Inc. - 1st Reading
10. REQUEST TO CALL FOR BIDS - None
11. REFERRALS FROM COMMISSIONS - None
12. OTHER ITEMS FOR COUNCIL CONSIDERATION
 - A. Landscaping Operations Facility
 - B. WSDOT SR-17 & Stratford Road Improvements
 - C. Civic Center Street Improvements
 - D. Authorize City Manager to Execute Memorandum of Understanding - Fire Dept.

Finance Ronald Cone	Municipal Services Gary Harer	Police Chief Dean Mitchell	Parks & Recreation Spencer Grigg	Fire Chief Tom Taylor	Community Development Gilbert Alvarado	City Attorney Katherine L. Kenison
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13. NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS

14. COUNCIL QUESTIONS AND COMMENTS

15. CITY MANAGER REPORTS AND COMMENTS

- A. Recycling Award
- B. City Sponsored Summer Events Update
- C. Farm Animals
- D. Public Facilities / Sex Offender Update
- E. WSDOT - Entrance Signs Locations / Artwork
- F. Staff Reports
 - 1. Building Activity Report
 - 2. Investment Report
 - 3. Sales Tax / Transient Rental Income Report

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PROCLAMATION

COMMUNITY WIDE BLOOD DONOR WEEK

WHEREAS, for more than sixty five years, the Inland Northwest Blood Center has been the sole provider of blood and blood products to more than 35 hospitals and medical facilities in the Inland Northwest; and

WHEREAS, patients, families and communities depend on the Inland Northwest Blood Center in times of need, yet the Inland Northwest Blood Center depends solely on the support from local volunteer blood donors to provide donations to meet local patient needs; and

WHEREAS, blood donations decline during the summer months and the need increases, volunteer blood donors have an essential role in healthcare of our community; and

WHEREAS, more than 200 blood donors are needed each day to supply our local patients, physicians and medical facilities with the needed blood products to extend and save the lives of patients throughout the Inland Northwest; and

WHEREAS, every 2 seconds a patient needs blood; less than 5% of the population donate and therefore, a small portion of our community is saving the lives of many; and

WHEREAS, the Inland Northwest Blood Center provides specialties to the medical community including, but not limited to, a transfusion and compatibility laboratory, adult stem cell laboratory, the regional center for the National Marrow Donor Program, HLA laboratory assisting cross-matching for all local organ transplants, and therapeutic medical specialists; and

WHEREAS, the Inland Northwest Blood Center is supported by more than 500 volunteers annually to support our live-saving mission; and

WHEREAS, during the annual Community Wide Blood Drive between June 28 - July 1, 2011 more than 1,300 blood donors will be needed to help supply the Inland Northwest with enough blood and blood products to provide a safe and dependable supply through the remainder of the summer; and

NOW, THEREFORE, I, Jon Lane, Mayor of the City of Moses Lake, on behalf of the citizens of Moses Lake do hereby proclaim June 28 - July 1, 2011, as

COMMUNITY WIDE BLOOD DONOR WEEK

and urge all residents to donate blood and financial contributions to support the Inland Northwest Blood Center as the cornerstone of our healthcare in the Inland Northwest.

SIGNED AND SEALED this 14th day of June, 2011

Mayor Jon Lane, City of Moses Lake

MOSES LAKE CITY COUNCIL
May 24, 2011

DRAFT

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

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

PLEDGE OF ALLEGIANCE: Dr. Curnel led the Council in the pledge of allegiance.

PRESENTATIONS AND AWARDS

VISION 2020 AWARDS

Bill Ecret, President, Vision 2020, gave awards to Furniture Clearance Center and Carpet One.

CONSENT AGENDA

Minutes: The minutes of the May 10, 2011 meeting were presented for approval.

Approval of Claims, Prepaid Claims, Checks, and Payroll: Vouchers audited and certified by the Finance Director as required by RCW 42.24.080, and those expense reimbursement claims, certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the Council for approval and is retained for public inspection at city hall. As of May 24, 2011 the Council does approve for payment claims in the amount of \$367,894.86; prepaid claims in the amounts of \$4,761.29 AND \$14,432.70; claim checks in the amount of \$2,618,090.07; and payroll in the amount of \$27,978.17.

Accept Donation - Bureau of Reclamation: The Bureau of Reclamation has declared approximately \$28,000 worth of equipment surplus and donated it to the Moses Lake Regional Tactical Response Team.

Accept Work - 2010 Tree Replacement Project: Advanced Excavation has completed work on the 2010 Tree Replacement Project. This project consisted of removing 28 trees and tree planters in the downtown paver district and replacing all but three where a new van accessible parking stall with a curb ramp was installed. The work should be accepted and the 45 lien period entered into.

Resolution - Accept Improvements - Chase Paver Project: A resolution was presented which accepts the street and utility improvements installed as part of the Chase Paver project.

Resolution - Spring Festival: A resolution was presented which updates activity locations for the Spring Festival and supersedes the previously adopted resolution.

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

COMMISSION APPOINTMENTS

PARKS AND RECREATION COMMISSION

Mayor Lane requested confirmation of the re-appointment of Hilda Grant and Bette Jeanne Lang to the Parks and Recreation Commission.

Action Taken: Mrs. Liebrecht moved that the re-appointments be confirmed seconded by Mr. Deane, and passed unanimously.

CONSIDERATION OF BIDS AND QUOTES

STORMWATER DECANT FACILITY PROJECT

The City received nine bids for the 2011 Stormwater Decant Facility Project. This project will construct a decant facility meeting the Department of Ecology regulations. This will improve the existing process for dewatering the debris that comes from the street sweeper and the stormwater vacuum truck. Central Washington Excavation's bid proposal contained a number of mathematical errors and when those were corrected, Central Washington Excavation became the low bidder.

Gary Harer, Municipal Services Director, stated that the landscaping portion of the contract was removed since it was not really part of the decant station. Staff will discuss the best landscaping to use in order to screen the operation from the neighbors and provide that information to the Council in the near future.

Jenny Sloan, 11690 Road 4 NE, felt that the decant station should be moved to a different location because of the impact on the neighbors.

There was some discussion by the Council.

Action Taken: Mr. Pearce moved that the irregularity in the mathematics be waived and the bid be awarded to Central Washington Excavation in the amount of \$236,798, seconded by Mr. Ecret, and passed with Mrs. Liebrecht and Dr. Curnel opposed as they felt the decant station could have been relocated to lessen the impact on the neighbors.

CENTRAL OPERATIONS FACILITIES PROJECT

The City received six bids for the 2011 Central Operations Facilities Project. This project consists of constructing a one million gallon storage basin and improving the headworks at the Central Operations Facility.

Action Taken: Mr. Reese moved that the bid be awarded to Selland Construction in the amount of \$1,236,264, seconded by Dr. Curnel, and passed unanimously.

EQUIPMENT TRAILER

The City received two bids for the equipment trailer that will be used by the Water Division to safely load and transport their backhoe.

Action Taken: Mr. Ecret moved that the bid be awarded to Central Machinery Sales in the amount of \$35,607, seconded by Mr. Deane, and passed unanimously.

PETITIONS, COMMUNICATIONS, OR PUBLIC HEARINGS

SIGN - INLAND NORTHWEST BLOOD CENTER

The Inland Northwest Blood Center requested permission to place a 6' x 3' outdoor banner and American Flags at Five corners and the use of Civic Center Park as a place for volunteers to gather and help advertise the event.

Gilbert Alvarado, Community Development Director, stated that the requested sign is 18 square feet and code requires no more than a 16 square foot sign. He mentioned that the size of the sign can be addressed administratively.

There was some discussion on the request.

Matt Walton, Inland Northwest Blood Center, stated that the sign will be adjusted to meet the sign size requirements and that the American flags will be removed each night. He mentioned that they wish to find a venue for the volunteers that will not obstruct pedestrians but will be noticeable in order to draw attention to the blood drive.

Action Taken: Mr. Deane moved that the request be granted with the stipulation that Inland Northwest Blood Center work with staff to meet the existing sign requirements, seconded by Mrs. Liebrecht, and passed unanimously.

ORDINANCES AND RESOLUTIONS

ORDINANCE - AMEND 18.58 - SIGNS - 1ST READING

An ordinance was presented which amends the sign regulations. The ordinance indicates that signs constructed of temporary sign material shall not be used as a permanent sign and that such signs must be removed within 90 days; regulates the size and height of political signs providing that a political sign can be no larger than 32 square feet per sign and have a maximum sign height of 8'; and provides that the Community Development Department will permit sandwich board signs according to standards established by the City Council.

The ordinance amending Chapter 18.58 of the Moses Lake Municipal Code entitled "Signs" was read by title only.

Gilbert Alvarado, Community Development Director, explained the proposed changes.

There was some discussion by the Council.

Action Taken: Mr. Ecret moved that the first reading of the ordinance be adopted, seconded by Mr. Reese, and passed with Mrs. Liebrecht and Dr. Curnel opposed as they were opposed to regulating what happens on private property.

RESOLUTION - BUILD ON UNPLATTED PROPERTY - CITY OF MOSES LAKE

A resolution was presented which requested permission for the City of Moses Lake to construct Reservoir #9 on unplatted property located on Newell Street.

Gilbert Alvarado, Community Development Director, stated that the property was annexed into the City several years ago and will be required to be platted within one year.

The resolution allowing the City of Moses Lake to build on unplatted property was read by title only.

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

RESOLUTION - ACCEPT DONATION - MOSES LAKE STAKE

A resolution was presented which accepts the donation of a Baldwin Baby Grand Piano valued at \$4,500 from the Moses Lake Stake, Church of Jesus Christ of Latter Day Saints.

The resolution accepting a Baldwin baby grand piano by the Moses Lake Stake Church of Jesus Christ of Latter Day Saints valued at \$4,500 was read by title only.

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

REQUEST TO CALL FOR BIDS

2011 SEAL COAT PROJECT

Staff requested authorization to call for bids for the 2011 Seal Coat Project. This project consists of chip sealing approximately 175,000 square yards of streets with 3/8" chips and a fog sealing and another 35,000 square yards of streets with 3/8" chip and a fog seal. Staff also requested that the contractor be able to sweep the streets during the night time between the hours of 10 p.m. to 7 a.m.

There was some discussion on the chip seal projects.

Action Taken: Mr. Reese moved that staff be authorized to call for bids and the request to sweep the streets at night be granted, seconded by Mr. Ecret, and passed unanimously.

REFERRALS FROM COMMISSIONS

FARM ANIMALS

The Planning Commission has recommended that the City of Moses Lake adopt regulations that would allow the keeping of rabbits and chickens inside the City's limits. This would require changes to the City's nuisance regulations.

Action Taken: Dr. Curnel moved that this item be removed from the table, seconded by Mrs. Liebrecht, and passed unanimously.

There was some discussion concerning the pros and cons of allowing chicken and rabbits inside the city limits and it was suggested that a study session be held on the issue.

Staff was directed to contact Grant County Health, provide information on how to advertise for a study session, and contact other jurisdictions on how they are handling the issue and provide the information to the Council in the near future.

OTHER ITEMS FOR COUNCIL CONSIDERATION

GROUP B WATER SYSTEM - WILD GOOSE TRACTS

Paul Snelson, Knudsen Land Surveying, is requesting approval to allow a Group B water system to serve Lots 2-A and 2-B, Preliminary Heilman Short Plat (Lot 2, Block 2, Wild Goose Tracts) instead of connecting to the City's water system. The existing exempt well on the original Lot 2 would serve the two proposed lots. The property is within the City's unincorporated UGA. Each lot in the Wild Goose Tracts has an individual exempt well. The City's stance is that these wells are illegal since only one exempt well is allowed on the original property that was platted into the Wild Goose Tracts and that the approval of the Group B water system would expand the illegal action.

Michael Wyman, City Attorney, stated that under existing case law, water purveyors must look at the cumulative effect of the withdrawals of the entire development rather than the individual lots and that developers need to acquire water rights rather than use exempt wells.

There was some discussion by the Council and it was pointed out that approving the request would be continuing an illegal act.

Action Taken: Mr. Ecret moved that the request for a Group B water system be denied, seconded by Mr. Pearce, and passed unanimously.

STRATFORD ROAD SHORT PLAT - DEVIATION

The proponent of the Stratford Road Short Plat has requested a deviation from the requirement to construct a cul-de-sac at the end of Balsam Street. Community Standards require all dead end streets to terminate with a cul-de-sac. Balsam Street presently has curb, gutter, sidewalk, and asphalt that ends at the fence located at the terminus of the right-of-way.

Action Taken: Mr. Pearce moved that this item be removed from the table, seconded by Mr. Deane, and passed unanimously.

Gary Harer, Municipal Services Director, stated that the cost of constructing the cul-de-sac is about \$18,000 which would be split between the developer and the City.

Todd Whipple, Whipple Consulting Engineers, Inc., stated that they originally requested a waiver for this cul-de-sac since it has been existing for many years but if the Council decides to require the cul-de-sac, they are willing to pay half the cost.

Action Taken: Mr. Pearce moved that the request for a waiver be denied, seconded by Mr. Deane, and passed unanimously.

Action Taken: Mr. Ecret moved that the cul-de-sac be allowed to be constructed with a small radius, seconded by Mrs. Liebrecht, and passed unanimously.

NON-AGENDA ITEMS AND PUBLIC QUESTIONS AND COMMENTS - None

COUNCIL QUESTIONS AND COMMENTS - None

CITY MANAGER REPORTS AND COMMENTS

STRATFORD ROAD CURBING INSTALLATION

Gilbert Alvarado, Community Development Director, stated that a letter was provided that had been sent to Walgreens about the curbing installation on Stratford Road.

Todd Whipple, Whipple Consulting Engineering, stated that plans will be submitted shortly for the curbing in Stratford Road along with traffic control plans and the cul-de-sac, curbing, and sidewalk on Balsam Street.

The regular meeting was adjourned at 8:50 p.m.

ATTEST

Jon Lane, Mayor

Ronald R. Cone, Finance Director

DATE 6/08/11
TIME 15:34:46

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
06/14/2011

NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
2M COMPANY INC	00004450			
WATER	REPAIR AND MAINTENANCE SUPPL	0000058049	1,085.07	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058049	5.16	MISC SUPPLIES
=====				
TOTAL:			1,090.23	
ACE HARDWARE	00006538			
PARK RECREATION	OPERATING SUPPLIES	0000057937	49.45	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057937	42.04	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057937	118.51	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000058048	13.48	GLUE EPOXY
=====				
TOTAL:			223.48	
AMERICAN LINEN	00004927			
FIRE	OPERATING SUPPLIES	0000057552	194.29	LINEN SERVICE
AMBULANCE SERVICE	OPERATING SUPPLIES	0000057552	194.30	LINEN SERVICE
=====				
TOTAL:			388.59	
CASCADE ANALYTICAL INC	00005014			
WATER	PROFESSIONAL SERVICES	0000058061	583.00	SAMPLE TESTING
SEWER	PROFESSIONAL SERVICES	0000058061	2,712.95	SAMPLE TESTING
=====				
TOTAL:			3,295.95	
CENTRAL WASHINGTON CONCRETE	00003603			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057940	261.66	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000058060	812.37	CONCRETE/SIDEWALK REPAIRS
=====				
TOTAL:			1,074.03	
CINTAS CORP	00000271			
STREET	MISCELLANEOUS (NOT LISTED BE	0000058062	19.55	SHOP TOWELS
WATER	MISCELLANEOUS (NOT LISTED BE	0000058062	19.56	SHOP TOWELS
EQUIP RENTAL-OPERATI	MISCELLANEOUS (NOT LISTED BE	0000058062	214.65	SHOP TOWELS
=====				
TOTAL:			253.76	
CSWW, INC dba BIG R STORES	00001701			
PARK RECREATION	OPERATING SUPPLIES	0000057939	87.87	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000057939	217.20	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057939	67.86	MISC SUPPLIES

DATE 6/08/11
TIME 15:34:46

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
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06/14/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
CSWW, INC dba BIG R STORES	00001701			
WATER	OPERATING SUPPLIES	0000058107	3.00	MISC SUPPLIES
WATER	REPAIR AND MAINTENANCE SUPPL	0000058107	8.58	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058107	75.48	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058107	64.71	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058107	81.97	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000058107	46.39	MISC SUPPLIES
TOTAL:				653.06
DATABAR	00007974			
WATER/BILLING	POSTAGE	0000057999	1,517.69	MAIL UTILITY BILLS
SEWER/BILLING	POSTAGE	0000057999	1,200.00	MAIL UTILITY BILLS
SANITATION FUND	POSTAGE	0000057999	674.49	MAIL UTILITY BILLS
STORM WATER	POSTAGE	0000057999	222.30	MAIL UTILITY BILLS
AMBULANCE SERVICE	POSTAGE	0000057999	185.44	MAIL UTILITY BILLS
TOTAL:				3,799.92
EVERGREEN IMPLEMENT INC	00005234			
SEWER	RENTAL/LEASE OTHER EQUIPMENT	0000058068	949.52	TRACTOR RENTAL
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000057887	143.72	BLADE
TOTAL:				1,093.24
FASTENAL COMPANY	00007372			
WATER	OPERATING SUPPLIES	0000058072	31.18	MISC SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058072	6.46	MISC SUPPLIES
TOTAL:				37.64
FERGUSON ENTERPRISES INC	00005482			
PARK RECREATION	OPERATING SUPPLIES	0000057944	121.57	MISC SUPPLIES
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000058071	386.90	VALVE
TOTAL:				508.47
H D FOWLER COMPANY	00003868			
WATER	OPERATING SUPPLIES	0000057888	1,370.34	BREAKABLE NUTS AND BOLTS
WATER	REPAIR AND MAINTENANCE SUPPL	0000058075	7,928.38	COUPLINGS, ADAPTERS

DATE 6/08/11
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CITY OF MOSES LAKE
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COUNCIL MEETING OF
06/14/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number P.O. Amount		Purpose of Purchase
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		=====		
		TOTAL:	9,298.72	
INLAND PIPE & SUPPLY COMPANY	00003727			
WATER	OPERATING SUPPLIES	0000058076	10.42	DUST CAP, PIPE
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058076	40.72	DUST CAP, PIPE
		=====		
		TOTAL:	51.14	
LAD IRRIGATION COMPANY INC	00001101			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057986	10.98	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058025	113.30	FLOAT
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058025	16.09	FLOAT
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058083	30.30	PVC CAPS
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058083	36.32	PVC CAPS
		=====		
		TOTAL:	206.99	
LAKE AUTO PARTS	00001102			
WATER	OPERATING SUPPLIES	0000058085	24.11	MISC REPAIR SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058085	22.54	MISC REPAIR SUPPLIES
STORM WATER	REPAIR AND MAINTENANCE SUPPL	0000058085	38.74	MISC REPAIR SUPPLIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058085	964.23	MISC REPAIR SUPPLIES
		=====		
		TOTAL:	1,049.62	
NORCO ENTERPRISES INC	00006590			
PARK RECREATION	OPERATING SUPPLIES	0000057769	1,613.89	BANDAGES/GLOVES/TAPE
SEWER	OPERATING SUPPLIES	0000058097	104.84	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058097	49.42	MISC SUPPLIES
AMBULANCE SERVICE	OPERATING SUPPLIES	0000058123	218.57	MEDICAL OXYGEN
		=====		
		TOTAL:	1,986.72	
PENHALLURICKS EXPRESS BUILDING	00006579			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057950	133.95	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057950	33.25	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057950	102.96	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058118	19.76	MISC SUPPLIES

DATE 6/08/11
TIME 15:34:46

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
06/14/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
PENHALLURICKS EXPRESS BUILDING	00006579			
WATER	OPERATING SUPPLIES	0000058103	6.43	LUMBER/FORMS
=====				
TOTAL:			296.35	
PLATT ELECTRIC COMPANY	00001549			
ENGINEERING	OPERATING SUPPLIES	0000057864	38.48	BATTERIES
PARKS/STREET	REPAIR AND MAINTENANCE SUPPL	0000057951	17.65	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058104	33.92	MISC SUPPLIES
=====				
TOTAL:			90.05	
PROBUILD	00003154			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057952	24.85	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000057952	75.45	MISC SUPPLIES
=====				
TOTAL:			100.30	
RATHBONE SALES INC	00005021			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057987	158.27	STARTERS/SPARK PLUG
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058041	26.06	COIL ASSY
=====				
TOTAL:			184.33	
UNITED PARCEL SERVICE	00005456			
MISC. SERVICES	POSTAGE	0000057997	30.00	SHIPPING CHARGES
ENGINEERING	POSTAGE	0000057997	126.17	SHIPPING CHARGES
PARK RECREATION	POSTAGE	0000057997	9.45	SHIPPING CHARGES
=====				
TOTAL:			165.62	
US POSTMASTER	00006243			
WATER	POSTAGE	0000058031	2,059.79	POSTAGE/WATER QUALITY REPORTS
=====				
TOTAL:			2,059.79	
WESTERN EQUIPMENT DIST INC	00004582			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058113	924.28	BLADE KIT, SWITCH
=====				
TOTAL:			924.28	
=====				
REPORT TOTAL:			28,832.28	

TOTALS PAGE
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TOTALS BY FUND

CHANGES TO BE MADE SHOULD BE LISTED BELOW

CORRECT AMOUNT TO BE PAID

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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      $28,832.28 THIS 14TH DAY OF JUNE, 2011
*
*
* .....
* COUNCIL MEMBER                      COUNCIL MEMBER
*
*
* .....
* COUNCIL MEMBER                      FINANCE DIRECTOR
* * * * *

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DATE 6/10/11
TIME 10:02:05

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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
COUNCIL MEETING OF
06/14/2011

NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
2M COMPANY INC	00004450			
CIVIC CENTER	BUILDINGS (CONSTRUCTION)	0000058086	132.93	2" IRRIGATION PIPE MLCC
				=====
TOTAL:				132.93
A & H PRINTERS	00000001			
PARK RECREATION	OPERATING SUPPLIES	0000058023	70.14	BUSINESS CARDS
WATER	PRINTING & BINDING	0000057884	155.32	DOOR HANGERS
AMBULANCE SERVICE	OPERATING SUPPLIES	0000058005	153.76	PATIENT DRUG USE SHEETS
				=====
TOTAL:				379.22
A T & T MOBILITY	00004826			
COMMUNITY DEVELOPMEN	TELEPHONE	0000058152	47.15	CELL PHONE SERVICE
ENGINEERING	TELEPHONE	0000058152	292.17	CELL PHONE SERVICE
PARK RECREATION	TELEPHONE	0000058152	28.96	CELL PHONE SERVICE
POLICE	TELEPHONE	0000058152	1,290.53	CELL PHONE SERVICE
FIRE	TELEPHONE	0000058152	230.39	CELL PHONE SERVICE
STREET	TELEPHONE	0000058152	27.96	CELL PHONE SERVICE
WATER	TELEPHONE	0000058152	77.11	CELL PHONE SERVICE
SEWER	TELEPHONE	0000058152	27.96	CELL PHONE SERVICE
AMBULANCE SERVICE	TELEPHONE	0000058152	97.95	CELL PHONE SERVICE
BUILD MAINT-OPERATIO	TELEPHONE	0000058152	68.34	CELL PHONE SERVICE
				=====
TOTAL:				2,188.52
AARON HINTZ	00006692			
POLICE	OPERATING SUPPLIES	0000058091	100.00	UNIFORMS
				=====
TOTAL:				100.00
ACE HARDWARE	00006538			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057948	36.07	MISC SUPPLIES
				=====
TOTAL:				36.07
ADS EQUIPMENT INC	00003142			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000057883	703.24	SEALS, BOLTS
				=====
TOTAL:				703.24
ADVANCED EXCAVATION	00004154			
STREET REPR/RECON	ALLEYS	0000058125	28,944.49	PE 1 ALLEY RECONSTR 2011

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=====				
		TOTAL:	28,944.49	
AG WEST DISTRIBUTING CO INC	00006842			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058024	458.65	VALVE ASSM/TANK WASH/12 VDC
STREET	OPERATING SUPPLIES	0000058047	28.22	GLOVES
=====				
		TOTAL:	486.87	
ALLIED ELECTRONICS INC	00006047			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058046	88.96	ELECTRICAL SUPPLIES
=====				
		TOTAL:	88.96	
ALLIED ICE	00004329			
PARK RECREATION	CAMPGROUND RESALE	0000058116	46.20	ICE/RESALE CASCADE CAMPGROUND
=====				
		TOTAL:	46.20	
ALS GLASS SERVICE INC	00003951			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000057882	175.23	SIGNS
=====				
		TOTAL:	175.23	
AMERICAN GARAGE DOOR SUPPLY	00004608			
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000058045	435.25	WEATHERSEAL JAMB
=====				
		TOTAL:	435.25	
AMERICAN RED CROSS	00000017			
PARK RECREATION	OPERATING SUPPLIES	0000057878	344.65	STAFF TRAINING MATERIALS
=====				
		TOTAL:	344.65	
AMERICAN WATER WORKS ASSOC	00000055			
WATER	REGISTRATION & MEMBERSHIPS	0000057881	78.00	MEMBERSHIP DUES
=====				
		TOTAL:	78.00	
APWA	00006967			
ENGINEERING	TRAVEL & SUBSISTENCE /NON-ED	0000057964	105.00	REGISTRATION FEES
=====				
		TOTAL:	105.00	
AQUATIC SPECIALTY SERVICES	00007861			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057873	615.03	1 HP PUMP
=====				
		TOTAL:	615.03	
BADGER METERS INC	00000151			
WATER	WATER METERS	0000058054	218,908.99	NEW METERS/SUPPLIES
=====				
		TOTAL:	218,908.99	
BANC OF AMERICA PUBLIC & INSTI	00004234			
EQUIPMENT LEASES	PRINCIPAL CAPITAL LEASE	0000057922	410.61	#33A LEASE PYMT/JUNE
EQUIPMENT LEASES	PRINCIPAL CAPITAL LEASE	0000057922	352.40	#33A LEASE PYMT/JUNE

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=====				
BANC OF AMERICA PUBLIC & INSTI	00004234			
EQUIPMENT LEASES	INTEREST ON CAPITAL LEASES/I	0000057922	9.26	#33A LEASE PYMT/JUNE
EQUIPMENT LEASES	INTEREST ON CAPITAL LEASES/I	0000057922	7.95	#33A LEASE PYMT/JUNE
W/S LEASES	PRINCIPAL CAPITAL LEASE	0000057922	549.78	#33A LEASE PYMT/JUNE
W/S LEASES	INTEREST ON CAPITAL LEASES/I	0000057922	12.40	#33A LEASE PYMT/JUNE
CENTRAL SERVICES DS/	PRINCIPAL CAPITAL LEASE	0000057922	352.79	#33A LEASE PYMT/JUNE
CENTRAL SERVICES DS/	INTEREST ON CAPITAL LEASES/I	0000057922	7.96	#33A LEASE PYMT/JUNE
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000057922	7,659.62	#33A LEASE PYMT/JUNE
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000057922	171.02	#33A LEASE PYMT/JUNE
=====				
TOTAL:			9,533.79	
BANK OF NEW YORK - EFT	00006561			
BUILD MAINT-DEBT SR	INTEREST ON GO DEBT	0000057918	76,906.25	DEBT SERVICE PYMT/2010 BONDS
=====				
TOTAL:			76,906.25	
BASIN BARK	00006621			
WATER	OPERATING SUPPLIES	0000058053	38.53	REPAIR LANDSCAPES
=====				
TOTAL:			38.53	
BASIN LOCK & SECURITY	00003714			
PARK RECREATION	MISCELLANEOUS (NOT LISTED BE	0000057978	80.93	DEADBOLTS
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057978	133.80	DEADBOLTS
=====				
TOTAL:			214.73	
BATTERY SYSTEMS	00004673			
FIRE	OPERATING SUPPLIES	0000057899	81.59	PHOTO BATTERY
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058051	70.97	BATTERIES
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058051	480.20	BATTERIES
=====				
TOTAL:			632.76	
BETTY JOHANSEN	00004610			
PARK RECREATION	MUSEUM RESALE	0000057967	97.30	MUGS/BOWL
=====				
TOTAL:			97.30	
BIG BEND COMMUNITY COLLEGE	00006446			
ENGINEERING	REGISTRATION & MEMBERSHIPS	0000058050	225.00	FLAGGING CLASSES
STREET	REGISTRATION & MEMBERSHIPS	0000058050	45.00	FLAGGING CLASSES

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=====				
BIG BEND COMMUNITY COLLEGE	00006446			
WATER	REGISTRATION & MEMBERSHIPS	0000058050	90.00	FLAGGING CLASSES
SEWER	REGISTRATION & MEMBERSHIPS	0000058050	90.00	FLAGGING CLASSES
STORM WATER	REGISTRATION & MEMBERSHIPS	0000058050	90.00	FLAGGING CLASSES
EQUIP RENTAL-OPERATI	REGISTRATION & MEMBERSHIPS	0000058050	45.00	FLAGGING CLASSES
BUILD MAINT-OPERATIO	REGISTRATION & MEMBERSHIPS	0000058050	45.00	FLAGGING CLASSES
		=====		
		TOTAL:	630.00	
BIG SKY FIRE/AFFIRMED MEDICAL STREET	00006233 OPERATING SUPPLIES	0000058052	107.18	FIRST AID SUPPLIES
		=====		
		TOTAL:	107.18	
BLUMENTHAL UNIFORM CO INC FIRE	00000133 OPERATING SUPPLIES	0000057916	229.29	BOOTS
		=====		
		TOTAL:	229.29	
BRIAN JONES POLICE	00005620 OPERATING SUPPLIES	0000057992	14.12	SUPPLIES
		=====		
		TOTAL:	14.12	
BURKE MARKETING & PROMOTION	00005798			
TOURISM ACTIVITIES	PROFESSIONAL SERVICES	0000057868	2,000.00	CONCERT/TOURISM ADVERTISING
TOURISM ACTIVITIES	ADVERTISING	0000057868	923.54	CONCERT/TOURISM ADVERTISING
TOURISM ACTIVITIES	ADVERTISING	0000057868	1,469.73	CONCERT/TOURISM ADVERTISING
		=====		
		TOTAL:	4,393.27	
BUSINESS INTERIORS & EQUIPMENT	00003619			
WATER	OFFICE SUPPLIES	0000057885	76.56	LABELS
CENTRAL SERVICES	REPAIR & MAINT. EQUIP. (CONT	0000058133	1,275.46	MAINT AGREE/COPIERS
		=====		
		TOTAL:	1,352.02	
CAROL HOHN AIRPORT	00006772 REPAIR & MAINT. BUILDING (CO	0000057889	175.00	BUILDING MAINT
		=====		
		TOTAL:	175.00	
CASCADE FIRE CORPORATION FIRE	00003644 OPERATING SUPPLIES	0000058002	32.37	ROPE
		=====		
		TOTAL:	32.37	
CEDAR STREET CLEANERS POLICE	00004655 OPERATING SUPPLIES	0000058094	722.57	UNIFORM MAINTENANCE

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CEDAR STREET CLEANERS FIRE	00004655 OPERATING SUPPLIES	0000058120	8.10	UNIFORM MAINT
		=====		
		TOTAL:	730.67	
CENTRAL MACHINERY SALES INC WATER	00002779 REPAIR AND MAINTENANCE SUPPL	0000058058	30.21	SWEEPER BROOMS, TOOL
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058058	243.75	SWEEPER BROOMS, TOOL
		=====		
		TOTAL:	273.96	
CENTRAL WASHINGTON ASPHALT STREET	00003510 REPAIR AND MAINTENANCE SUPPL	0000058114	6,112.77	
		=====		
		TOTAL:	6,112.77	
CEVADO TECHNOLOGIES POLICE	00007539 PROFESSIONAL SERVICES	0000057926	39.95	MONTHLY BILLING
		=====		
		TOTAL:	39.95	
CHS INC EQUIP RENTAL-OPERATI	00000249 GAS-PROPANE-FUEL	0000058055	35,727.29	FUEL FOR VEHICLES
		=====		
		TOTAL:	35,727.29	
CITY OF MOSES LAKE WATER SEWER CONSTRUC	00008102 CIP-WATER PROJECTS	0000057871	200.00	SHORT PLAT FINAL
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000057906	1,188.71	BLDG PRMT COF SWGE EQUIP BLDG
WATER SEWER CONSTRUC	CIP-WATER PROJECTS	0000057923	250.00	SEPA FEE
STORM WATER	IMPROVE/ OTHER THAN BUILDING	0000057905	59.50	FENCE PERMIT STRMWTR DECANT
		=====		
		TOTAL:	1,698.21	
STREET REPR/RECON	00008106 R&M-MAJOR PROJECTS	0000058019	294.39	RETN RVSD FNL PE 3 QLTY CRK 11
STREET REPR/RECON	ALLEYS	0000058128	1,523.39	RETAIN PE 1 ADVNCD EX AL RECON
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000058084	9,510.75	RETAIN PE1 PIPKIN LNGVW SWR 11
		=====		
		TOTAL:	11,328.53	
POLICE	00008107 TRANSFER TO 103 GRANTS/DONAT	0000058143	3,480.35	TRANSFER FUNDS
		=====		
		TOTAL:	3,480.35	
LIBRARY	00008201 UTILITY EXPENSE / W-S-G	0000058146	299.79	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000057924	3,064.29	WATER SERVICE

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		P.O. Number	P.O. Amount	
CITY OF MOSES LAKE	00008201			
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000057924	774.07	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	782.72	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	692.19	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	4,634.81	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	535.22	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	1,456.49	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	377.89	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	333.62	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	1,923.74	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	51.75	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	368.29	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	224.82	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	906.31	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	78.72	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	120.02	WATER SERVICE
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000058146	56.86	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000057924	237.42	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000057924	903.32	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000057924	1,423.12	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000058146	47.36	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000058146	184.84	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000058146	4,092.92	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000058146	1,196.67	WATER SERVICE
PARKS/STREET	UTILITY EXPENSE / W-S-G	0000058146	49.87	WATER SERVICE

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=====				
CITY OF MOSES LAKE	00008201			
SEWER	UTILITY EXPENSE / W-S-G	0000058146	2,892.63	WATER SERVICE
AIRPORT	UTILITY EXPENSE / W-S-G	0000058146	404.15	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000058146	713.66	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000058146	408.84	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000058146	324.43	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000058146	727.13	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000058146	92.72	WATER SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / W-S-G	0000058146	92.72	WATER SERVICE
		=====		
		TOTAL:	30,473.40	
=====				
CIVIC CENTER	00009106 BUILDINGS (CONSTRUCTION)	0000058139	33,761.48	RETAIN TEAM CONSTR MLCC
		=====		
		TOTAL:	33,761.48	
=====				
CITY OF SPOKANE	00004155			
POLICE	PROFESSIONAL SERVICES	0000058082	16.50	EVIDENCE DESTRUCTION
		=====		
		TOTAL:	16.50	
=====				
CODE 4	00005469			
POLICE	REGISTRATION & MEMBERSHIPS	0000058100	198.00	REGISTRATION
		=====		
		TOTAL:	198.00	
=====				
COLUMBIA BASIN DAILY HERALD	00000210			
LEGISLATIVE	ADVERTISING	0000058131	577.96	PUBLICATIONS
PARK RECREATION	ADVERTISING	0000058043	292.63	PROGRAM ADVERTISING
PARK RECREATION	ADVERTISING	0000058043	292.62	PROGRAM ADVERTISING
POLICE	ADVERTISING	0000058093	40.00	ADVERTISING
		=====		
		TOTAL:	1,203.21	
=====				
COLUMBIA BASIN IMPROVEMENT	00007586			
PARK RECREATION	RENTAL/LEASE BUILDINGS	0000056493	4,300.00	MAC RENT
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000057982	275.20	MAC UTILITIES
PARK RECREATION	UTILITY EXPENSE / W-S-G	0000057982	253.25	MAC UTILITIES

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Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase

		=====		
		TOTAL:	4,828.45	
COLUMBIA BEARING SALES	00000274			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058026	10.25	V-BELT/GATA54
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058059	66.12	OIL SEALS
		=====		
		TOTAL:	76.37	
COMMERCIAL TIRE	00005968			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000058057	656.74	NEW TIRES
		=====		
		TOTAL:	656.74	
CONCESSIONS SUPPLY	00006286			
PARK RECREATION	OPERATING SUPPLIES	0000057876	481.67	ICE CREAM MACHINE
PARK RECREATION	S&S CONCESSION RESALE	0000057876	1,033.72	ICE CREAM MACHINE
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000057876	2,158.00	ICE CREAM MACHINE
PARK RECREATION	OPERATING SUPPLIES	0000057876	110.79	ICE CREAM MACHINE
PARK RECREATION	LARSON RESALE	0000057876	43.60	ICE CREAM MACHINE
PARK RECREATION	OPERATING SUPPLIES	0000057876	110.79	ICE CREAM MACHINE
PARK RECREATION	LAUZIER PLAYFIELD RESALE	0000057876	92.12	ICE CREAM MACHINE
		=====		
		TOTAL:	4,030.69	
CONSOLIDATED DISPOSAL SERVICE	00006284			
PARK RECREATION	MISCELLANEOUS (NOT LISTED BE	0000058017	72.89	DISPOSAL LOADS
SEWER	UTILITY EXPENSE / W-S-G	0000058017	18.46	DISPOSAL LOADS
SANITATION FUND	LANDFILL DUMPING FEES	0000058017	11,877.88	DISPOSAL LOADS
STORM WATER	LANDFILL DUMPING FEES	0000058017	3,546.56	DISPOSAL LOADS
		=====		
		TOTAL:	15,515.79	
CONSOLIDATED ELECTRIC DIST	00000819			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057941	78.91	MISC SUPPLIES
PARKS/STREET	REPAIR AND MAINTENANCE SUPPL	0000057941	16.72	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000058063	729.00	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058063	35.41	MISC SUPPLIES
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058063	3.11	MISC SUPPLIES

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CONSOLIDATED ELECTRIC DIST	00000819			
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000058063	236.30	MISC SUPPLIES
=====				
TOTAL:			1,099.45	
CONSULT	00006353			
POLICE	PROFESSIONAL SERVICES	0000057927	300.00	POLYGRAPH
=====				
TOTAL:			300.00	
CSWW, INC dba BIG R STORES	00001701			
PARK RECREATION	OPERATING SUPPLIES	0000057953	432.17	MISC SUPPLIES
=====				
TOTAL:			432.17	
CULLIGAN WATER LLC	00007114			
PARK RECREATION	OPERATING SUPPLIES	0000057977	16.50	WATER PARKS/MAC
GRANTS AND DONATIONS	OPERATING SUPPLIES	0000057977	22.00	WATER PARKS/MAC
SEWER	OPERATING SUPPLIES	0000058056	27.50	WATER FOR SAMPLES
=====				
TOTAL:			66.00	
CYNTHIA DANO	00005945			
PARK RECREATION	MUSEUM RESALE	0000057994	693.00	PHOTOGRAPHS
=====				
TOTAL:			693.00	
D & L FOUNDRY INC	00006673			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000058065	1,099.88	RINGS AND DUCTILES
=====				
TOTAL:			1,099.88	
DAREL FULLER	00007041			
AIRPORT	TRAVEL & SUBSISTENCE /NON-ED	0000058008	91.20	REIMB MILEAGE
=====				
TOTAL:			91.20	
DAVID HELMS	00002805			
FIREMANS PENSION	DIRECT MEDICAL PAYMENTS	0000057914	3,200.00	HEARING AID
=====				
TOTAL:			3,200.00	
DAY WIRELESS SYSTEMS	00005517			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058066	115.46	CHARGER
=====				
TOTAL:			115.46	
DEBORAH GOODRICH CHITTENDEN	00004888			
PARK RECREATION	MUSEUM RESALE	0000057962	134.40	NECKLACE/EARRINGS
=====				
TOTAL:			134.40	
DEPT OF ECOLOGY	00006226			
EQUIP RENTAL-OPERATI	MISCELLANEOUS (NOT LISTED BE	0000058064	46.00	HAZARDOUS WASTE GEN FEE
=====				
TOTAL:			46.00	

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Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
DESERT WINDS INC	00006678			
WATER	REPAIR & MAINT. OTHER (CONTR	0000057886	539.50	RELOCATE WATER SERVICE
=====				
TOTAL:			539.50	
DEUCE BRAND	00007568			
PARK RECREATION	S&S CONCESSION RESALE	0000057995	884.51	WATCHES
=====				
TOTAL:			884.51	
DEVRIES INFORMATION MGMT	00007966			
EXECUTIVE	PROFESSIONAL SERVICES	0000058141	11.50	RECORDS DESTRUCTION
FINANCE	PROFESSIONAL SERVICES	0000058141	11.50	RECORDS DESTRUCTION
POLICE	PROFESSIONAL SERVICES	0000058141	23.00	RECORDS DESTRUCTION
WATER	PROFESSIONAL SERVICES	0000058141	23.00	RECORDS DESTRUCTION
WATER/BILLING	PROFESSIONAL SERVICES	0000058141	7.66	RECORDS DESTRUCTION
SEWER/BILLING	PROFESSIONAL SERVICES	0000058141	7.67	RECORDS DESTRUCTION
SANITATION FUND	PROFESSIONAL SERVICES	0000058141	7.67	RECORDS DESTRUCTION
AMBULANCE SERVICE	PROFESSIONAL SERVICES	0000058141	23.00	RECORDS DESTRUCTION
=====				
TOTAL:			115.00	
DEX WEST	00004215			
GRANTS AND DONATIONS	PROFESSIONAL SERVICES	0000058000	10.60	MAC LISTING
=====				
TOTAL:			10.60	
DISCOVERY FORD LM HONDA	00001207			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058067	345.36	REPAIR SUPPLIES/REPAIR AMB
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000058067	1,088.17	REPAIR SUPPLIES/REPAIR AMB
=====				
TOTAL:			1,433.53	
DOVER PUBLICATIONS INC	00006994			
PARK RECREATION	MUSEUM RESALE	0000057877	276.06	BOOKS/RESALE
=====				
TOTAL:			276.06	
DR LOU SOWERS	00001856			
POLICE	PROFESSIONAL SERVICES	0000057933	450.00	PSYCHOLOGICAL
=====				
TOTAL:			450.00	
EASTERN CASCADE DIST	00006909			
POLICE	OPERATING SUPPLIES	0000058090	90.00	DRINKING WATER

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NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	90.00	
EMPLOYMENT SECURITY DEPT	00002624			
POLICE	PROFESSIONAL SERVICES	0000057935	15.00	EMPLOYMENT HISTORIES
=====				
		TOTAL:	15.00	
FABER INDUSTRIAL SUPPLY	00000501			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057942	14.63	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000057942	11.31	MISC SUPPLIES
STREET	REPAIR AND MAINTENANCE SUPPL	0000058069	80.44	TOOL BOX. OIL
WATER	REPAIR AND MAINTENANCE SUPPL	0000058069	119.06	TOOL BOX. OIL
SEWER	OPERATING SUPPLIES	0000058069	43.18	TOOL BOX. OIL
=====				
		TOTAL:	268.62	
FASTENAL COMPANY	00007372			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057943	103.48	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000057943	34.50	MISC SUPPLIES
=====				
		TOTAL:	137.98	
FEDERAL EXPRESS	00004667			
ENGINEERING	POSTAGE	0000058016	48.13	SHIPPING CHARGES
=====				
		TOTAL:	48.13	
FERRELLGAS	00002207			
STREET	REPAIR AND MAINTENANCE SUPPL	0000058070	20.71	PROPANE
=====				
		TOTAL:	20.71	
FOOD SERVICES OF AMERICA	00007168			
PARK RECREATION	OPERATING SUPPLIES	0000057875	437.09	GLOVES/BEEF PATTY/COCOA MIX
PARK RECREATION	S&S CONCESSION RESALE	0000057875	3,212.14	GLOVES/BEEF PATTY/COCOA MIX
PARK RECREATION	OPERATING SUPPLIES	0000057875	66.50	GLOVES/BEEF PATTY/COCOA MIX
PARK RECREATION	LARSON RESALE	0000057875	657.78	GLOVES/BEEF PATTY/COCOA MIX
PARK RECREATION	LAUZIER PLAYFIELD RESALE	0000057875	311.41	GLOVES/BEEF PATTY/COCOA MIX
PARK RECREATION	OPERATING SUPPLIES	0000058028	164.15	BEEF PATTY/CHIX BRST/PRETZEL
PARK RECREATION	S&S CONCESSION RESALE	0000058028	661.16	BEEF PATTY/CHIX BRST/PRETZEL
PARK RECREATION	OPERATING SUPPLIES	0000058028	70.36	BEEF PATTY/CHIX BRST/PRETZEL

CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
FOOD SERVICES OF AMERICA	00007168			
PARK RECREATION	LARSON RESALE	0000058028	346.65	BEEF PATTY/CHIX BRST/PRETZEL
PARK RECREATION	OPERATING SUPPLIES	0000058028	70.36	BEEF PATTY/CHIX BRST/PRETZEL
PARK RECREATION	LAUZIER PLAYFIELD RESALE	0000058028	312.02	BEEF PATTY/CHIX BRST/PRETZEL
PARK RECREATION	OPERATING SUPPLIES	0000058028	70.36	BEEF PATTY/CHIX BRST/PRETZEL
=====				
TOTAL:			6,379.98	
G & A TRUCK & AUTO REPAIR	00006726			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000058073	532.66	REPAIR A/C COMPRESSOR
=====				
TOTAL:			532.66	
GARRY OTTMAR	00004434			
WATER	MISCELLANEOUS (NOT LISTED BE	0000058099	45.00	MISC DUMPING
=====				
TOTAL:			45.00	
GERALD RICHARDSON	00003202			
AIRPORT	TRAVEL & SUBSISTENCE /NON-ED	0000058009	76.80	REIMB MILEAGE
=====				
TOTAL:			76.80	
GOSHINKAN	00008009			
PARK RECREATION	PROFESSIONAL SERVICES	0000057996	348.00	PROGRAM INSTRUCTION
PARK RECREATION	PROFESSIONAL SERVICES	0000057996	860.00	PROGRAM INSTRUCTION
=====				
TOTAL:			1,208.00	
GOVT FINANCE OFFICERS ASSN	00007958			
FINANCE	PROFESSIONAL SERVICES	0000058011	435.00	CAFR AWARD APPLICATION
=====				
TOTAL:			435.00	
GRAINGER PARTS OPERATIONS	00002755			
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000058074	29.33	CARRY CADDY, HOSE CAP
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000058074	46.94	CARRY CADDY, HOSE CAP
=====				
TOTAL:			76.27	
GRANT CO SOLID WASTE DEPT	00000640			
SANITATION FUND	LANDFILL DUMPING FEES	0000058136	23,130.47	LANDFILL CHARGES
=====				
TOTAL:			23,130.47	
GRANT COUNTY ECON DEV COUNCIL	00005738			
LEGISLATIVE	TRAVEL & SUBSISTENCE /NON-ED	0000058126	60.00	SPRING MEETING/ECRET
=====				
TOTAL:			60.00	
GUNARAMA	00006920			

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POLICE	OPERATING SUPPLIES	0000058098	339.08	FIREARMS
POLICE	MINOR EQUIPMENT < \$5000	0000058098	1,125.94	FIREARMS
			=====	
TOTAL:			1,465.02	
HEATHER MESSER	00003874			
PARK RECREATION	MUSEUM RESALE	0000057968	68.60	WEATHERVANES
			=====	
TOTAL:			68.60	
HOT SPRINGS SPA & LEISURE INC	00004072			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057980	19.41	POLE
			=====	
TOTAL:			19.41	
IRON HORSE REAL ESTATE & PROP	00006998			
PARK RECREATION	RENTAL/LEASE LAND (PARKS)	0000058132	1,000.00	PEDESTRIAN PATHWAY
			=====	
TOTAL:			1,000.00	
ITT WATER & WASTEWATER USA	00001505			
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000056662	2,128.00	FLOWRIDER PRENVENTIVE MAINTEN
			=====	
TOTAL:			2,128.00	
JAN COOK MACK	00005821			
PARK RECREATION	MUSEUM RESALE	0000057959	30.80	CARDS/PRINT
			=====	
TOTAL:			30.80	
JERRY JOHNSON	00003736			
PARK RECREATION	MUSEUM RESALE	0000057970	56.00	WOODEN VESSEL/PLATE
			=====	
TOTAL:			56.00	
JERRYS AUTO SUPPLY	00005835			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058039	167.62	FILER/WASHER/NEEDLE CAGE
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058080	154.59	MISC REPAIR SUPPLIES
			=====	
TOTAL:			322.21	
JOHN S BARANY	00007528			
PARK RECREATION	MUSEUM RESALE	0000057972	45.50	BAGS/TOPS
			=====	
TOTAL:			45.50	
JOSEPH K GAVINSKI	00002757			
EXECUTIVE	TRAVEL & SUBSISTENCE /NON-ED	0000058130	75.00	REIMB MILEAGE
			=====	
TOTAL:			75.00	
KATHERINE L KENISON	00006980			
LEGAL/JUDICIAL	PROFESSIONAL SERVICES	0000058127	3,964.00	PROF SERVICE/CITY ATTY
			=====	
TOTAL:			3,964.00	

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KERRI FENNER FIRE	00006163 TRAVEL & SUBSISTENCE /NON-ED	0000058001	48.96	REIMB MILEAGE
			TOTAL:	48.96
KIM WHEATON PARK RECREATION	00007002 MUSEUM RESALE	0000057958	553.35	CARDS/PAINTINGS/PRINTS
			TOTAL:	553.35
KIMMEL ATHLETIC SUPPLY PARK RECREATION	00003462 OPERATING SUPPLIES	0000057983	1,060.87	SOFTBALLS
			TOTAL:	1,060.87
KNOX COMPANY FIRE	00005064 OPERATING SUPPLIES	0000057901	29.14	LOCK SET
			TOTAL:	29.14
KUSTOM SIGNALS INC POLICE	00006885 MINOR EQUIPMENT < \$5000	0000057782	20.15	GRANT
GRANTS AND DONATIONS	MINOR EQUIPMENT < \$5000	0000057782	1,000.00	GRANT
			TOTAL:	1,020.15
L N CURTIS & SONS FIRE	00003000 OPERATING SUPPLIES	0000058006	349.60	HEADLAMP QUAD
			TOTAL:	349.60
LAKESIDE DISPOSAL SANITATION FUND	00004080 GARBAGE CONTRACT	0000058134	168,020.59	CONTRACT PYMT/SPRING CLEAN
			TOTAL:	168,020.59
LAURA MAYER PARK RECREATION	00007128 MUSEUM RESALE	0000057973	27.82	LADYBUG/WORMS/SNAIL
			TOTAL:	27.82
LEE BLACKWELL PARK RECREATION	00006687 MUSEUM RESALE	0000057957	163.80	JEWELRY
			TOTAL:	163.80
LINCOLN EQUIPMENT INC PARK RECREATION	00006292 OPERATING SUPPLIES	0000057833	1,253.99	CHEMICALS/TEST KITS
			TOTAL:	1,253.99
LINDA KUBIK PARK RECREATION	00005852 MUSEUM RESALE	0000057960	28.00	SCARF
			TOTAL:	28.00
LOCALTEL COMMUNICATIONS CENTRAL SERVICES	00004374 PROFESSIONAL SERVICES	0000058012	1,750.75	INTERNET SERVICE

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	1,750.75	
LOWES	00003886			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058153	133.43	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000058153	181.22	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058153	118.61	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058153	75.18	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000058153	37.65	MISC SUPPLIES
BUILD MAINT-OPERATIO	OPERATING SUPPLIES	0000058153	64.48	MISC SUPPLIES
=====				
		TOTAL:	610.57	
LUCILLA Z ANDERSON	00006011			
PARK RECREATION	MUSEUM RESALE	0000057966	70.00	METAL ART
=====				
		TOTAL:	70.00	
LUCY DOLE	00007052			
PARK RECREATION	MUSEUM RESALE	0000057969	86.24	BRACELET/NECKLACE/EARRINGS/PIN
=====				
		TOTAL:	86.24	
M & M HEATING & A/C INC	00005988			
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000057946	595.78	MISC SUPPLIES
=====				
		TOTAL:	595.78	
M 1 TANKS	00003919			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000057892	22.66	GRADE RING
=====				
		TOTAL:	22.66	
MARX OVERHEAD DOOR	00006724			
WATER	REPAIR & MAINT. BUILDING (CO	0000058087	53.41	REPAIR DOOR
SEWER	REPAIR & MAINT. BUILDING (CO	0000058087	53.41	REPAIR DOOR
=====				
		TOTAL:	106.82	
MICHAELS ON THE LAKE	00006411			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000057900	95.71	PEER REVIEW LUNCH
=====				
		TOTAL:	95.71	
MICROFLEX INC	00005896			
FINANCE	MISCELLANEOUS (NOT LISTED BE	0000058135	105.84	TAX AUDIT PROGRAM
=====				
		TOTAL:	105.84	
MILLER HULL PARTNERSHIP LLP	00004507			
CIVIC CENTER	BUILDINGS (CONSTRUCTION)	0000058020	4,914.53	PROFESS SERV MLCC

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NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	4,914.53	
MLHS SOFTBALL BOOSTER CLUB	00003839			
PARK RECREATION	PROFESSIONAL SERVICES	0000058044	312.00	PROGRAM INSTRUCTION
=====				
		TOTAL:	312.00	
MOON SECURITY SERVICES INC	00006510			
POLICE	PROFESSIONAL SERVICES	0000057930	77.00	MONTHLY MONITORING
=====				
		TOTAL:	77.00	
MOSES LAKE PROF PHARMACY	00005565			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000058007	50.56	AMBULANCE SUPPLIES
=====				
		TOTAL:	50.56	
MOSES LAKE RENTAL	00003550			
STREET	RENTAL/LEASE OTHER EQUIPMENT	0000057891	13.47	RENT EQUIPMENT
WATER	RENTAL/LEASE OTHER EQUIPMENT	0000057891	16.83	RENT EQUIPMENT
=====				
		TOTAL:	30.30	
MOSES LAKE SOCCER TOTS	00007063			
PARK RECREATION	PROFESSIONAL SERVICES	0000057984	656.00	SOCCER TOT INSTRUCTION
=====				
		TOTAL:	656.00	
MOSES LAKE STEEL SUPPLY	00001268			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057947	27.40	MISC SUPPLIES
PARK RECREATION	OPERATING SUPPLIES	0000057947	237.60	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057955	163.98	MISC SUPPLIES
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057955	18.50	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000058088	15.57	BRACES, LOCK NUTS
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058088	5.24	BRACES, LOCK NUTS
=====				
		TOTAL:	468.29	
MOSES LAKE UPHOLSTERY	00001211			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057981	64.74	RECOVER SHOWER SEAT
=====				
		TOTAL:	64.74	
MSI MARTIAL ARTS ACADEMY	00007322			
PARK RECREATION	PROFESSIONAL SERVICES	0000057988	105.00	KICKBOXING/TAI CHI INSTRUCTION
PARK RECREATION	PROFESSIONAL SERVICES	0000057988	396.00	KICKBOXING/TAI CHI INSTRUCTION

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	501.00	
MULTI AGENCY COMM CENTER E911	00006695			
POLICE	PROFESSIONAL SERVICES	0000057931	34,888.40	USER FEE
FIRE	PROFESSIONAL SERVICES	0000057904	707.39	USER FEES/JUNE
AMBULANCE SERVICE	PROFESSIONAL SERVICES	0000057904	3,715.93	USER FEES/JUNE
=====				
		TOTAL:	39,311.72	
NORTH COAST ELECTRIC COMPANY	00005380			
BUILD MAINT-OPERATIO	SMALL EQUIPMENT < \$1000	0000058096	345.28	EXTENSION LADDER
=====				
		TOTAL:	345.28	
NORTHLAND CABLE	00006282			
PARK RECREATION	PROFESSIONAL SERVICES	0000057993	63.06	CABLE SERVICE
=====				
		TOTAL:	63.06	
NORTHSTAR CHEMICAL INC	00006113			
WATER	OPERATING SUPPLIES	0000057893	4,564.20	SODIUM HYPO
=====				
		TOTAL:	4,564.20	
OXARC INC	00001412			
PARK RECREATION	OPERATING SUPPLIES	0000057956	561.67	MISC SUPPLIES
WATER	OPERATING SUPPLIES	0000058101	42.08	GLOVES
=====				
		TOTAL:	603.75	
PACIFIC NORTHWEST MECHANICAL	00005536			
SEWER	REPAIR & MAINT. EQUIP. (CONT	0000057894	215.80	CABINET DOOR
=====				
		TOTAL:	215.80	
PACIFIC STUDIO	00006096			
CIVIC CENTER	BUILDINGS (CONSTRUCTION)	0000057975	8,505.00	MAC DESIGN DEVELOPMENT
=====				
		TOTAL:	8,505.00	
PAMELA PETRY	00006983			
PARK RECREATION	MUSEUM RESALE	0000057971	97.30	VASE/MAGNET/WALL HEART
=====				
		TOTAL:	97.30	
PARKSON CORP	00006891			
SEWER	REPAIR AND MAINTENANCE SUPPL	0000057895	4,533.18	BRUSH KIT
=====				
		TOTAL:	4,533.18	
PEARL HINTZ	00005157			
PARK RECREATION	MUSEUM RESALE	0000057974	35.00	SOAP STONE

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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	35.00	
PHILIPS MEDICAL SYSTEMS	00004166			
AMBULANCE SERVICE	REPAIR & MAINT. EQUIP. (CONT	0000058119	2,325.82	REPAIR HEART MONITOR
=====				
		TOTAL:	2,325.82	
PINNACLE PUBLIC FINANCE INC	00005179			
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000057919	10,264.20	#37 LEASE PYMT/JUNE
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000057919	1,225.12	#37 LEASE PYMT/JUNE
=====				
		TOTAL:	11,489.32	
PIONEER VETERINARY CLINIC	00007412			
POLICE	OPERATING SUPPLIES	0000058092	30.00	VET SUPPLIES
=====				
		TOTAL:	30.00	
PIPKIN CONSTRUCTION	00004671			
ENGINEERING		0000058079	-37.50	PE 1 LONGVIEW TRACTS SWR 11
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000058079	188,308.53	PE 1 LONGVIEW TRACTS SWR 11
=====				
		TOTAL:	188,271.03	
PLUMMASTER	00006709			
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000058102	151.00	TOILET SUPPLIES
=====				
		TOTAL:	151.00	
PNC EQUIPMENT FINANCE LLC	00007085			
EQUIPMENT LEASES	PRINCIPAL CAPITAL LEASE	0000057920	103.53	#36 LEASE PYMT/JUNE
EQUIPMENT LEASES	INTEREST ON CAPITAL LEASES/I	0000057920	14.44	#36 LEASE PYMT/JUNE
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000057920	14,274.01	#36 LEASE PYMT/JUNE
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000057920	1,991.29	#36 LEASE PYMT/JUNE
=====				
		TOTAL:	16,383.27	
PROGRESSIVE MEDICAL INTL	00006656			
AMBULANCE SERVICE	OPERATING SUPPLIES	0000058121	1,157.46	AMBULANCE SUPPLIES
=====				
		TOTAL:	1,157.46	
PROVIDENCE SACRED HEART CTR	00007664			
AMBULANCE SERVICE	REPAIR & MAINT. EQUIP. (CONT	0000058122	486.52	REPAIR DEFIB
=====				
		TOTAL:	486.52	
PUD OF GRANT COUNTY	00001501			
LIBRARY	UTILITY EXPENSE / ELECTRICIT	0000058145	761.54	ELECTRIC SERVICE

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		P.O. Number	P.O. Amount	
PUD OF GRANT COUNTY	00001501			
ENGINEERING	UTILITY EXPENSE / ELECTRICIT	0000058145	12.71	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000057911	325.82	ELEC SERVICE/IRRIG
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058137	1,381.10	ELEC SERVICE/ ST LIGHTS
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	273.02	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	521.65	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	221.79	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	1,143.76	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	51.46	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	1,453.39	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	17.02	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	808.13	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	136.35	ELECTRIC SERVICE
PARK RECREATION	UTILITY EXPENSE / ELECTRICIT	0000058145	41.80	ELECTRIC SERVICE
POLICE	UTILITY EXPENSE / ELECTRICIT	0000058145	109.30	ELECTRIC SERVICE
POLICE	UTILITY EXPENSE / ELECTRICIT	0000058145	32.32	ELECTRIC SERVICE
FIRE	UTILITY EXPENSE / ELECTRICIT	0000058145	1,027.50	ELECTRIC SERVICE
PARKS/STREET	UTILITY EXPENSE / ELECTRICIT	0000058145	121.16	ELECTRIC SERVICE
STREET	UTILITY EXPENSE / ELECTRICIT	0000058145	35,034.23	ELECTRIC SERVICE
WATER	UTILITY EXPENSE / ELECTRICIT	0000058145	15,580.95	ELECTRIC SERVICE
SEWER	UTILITY EXPENSE / ELECTRICIT	0000058145	9,826.81	ELECTRIC SERVICE
AIRPORT	UTILITY EXPENSE / ELECTRICIT	0000058145	95.96	ELECTRIC SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / ELECTRICIT	0000058145	865.51	ELECTRIC SERVICE
BUILD MAINT-OPERATIO	UTILITY EXPENSE / ELECTRICIT	0000058145	1,039.30	ELECTRIC SERVICE

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		P.O. Number	P.O. Amount	
BUILD MAINT-OPERATIO	UTILITY EXPENSE / ELECTRICIT	0000058145	831.71	ELECTRIC SERVICE
=====				
	TOTAL:		71,714.29	
QUALITY PAVING INC	00004602			
STREET REPR/RECON	R&M-MAJOR PROJECTS	0000058018	5,593.48	REVSD FINAL PE 3 CRACK SEAL 11
=====				
	TOTAL:		5,593.48	
QUILL CORPORATION	00004811			
WATER	OFFICE SUPPLIES	0000058105	174.78	CHAIRMATS
AMBULANCE SERVICE	OFFICE SUPPLIES	0000058105	-19.39	CHAIRMATS
=====				
	TOTAL:		155.39	
QWEST	00001502			
PARK RECREATION	TELEPHONE	0000057909	39.81	TELEPHONE SERVICE
PARK RECREATION	TELEPHONE	0000058014	145.36	TELEPHONE SERVICE
FIRE	TELEPHONE	0000057910	415.64	TELEPHONE SERVICE
STREET	TELEPHONE	0000057910	202.59	TELEPHONE SERVICE
WATER	TELEPHONE	0000057909	238.88	TELEPHONE SERVICE
SEWER	TELEPHONE	0000057910	71.43	TELEPHONE SERVICE
AIRPORT	TELEPHONE	0000057910	41.97	TELEPHONE SERVICE
AMBULANCE SERVICE	TELEPHONE	0000057909	39.81	TELEPHONE SERVICE
CENTRAL SERVICES	TELEPHONE	0000057909	2,622.64	TELEPHONE SERVICE
=====				
	TOTAL:		3,818.13	
	00004900			
CENTRAL SERVICES	REPAIR & MAINT. EQUIP. (CONT	0000058147	1,171.76	MAINT AGREEMENTS
=====				
	TOTAL:		1,171.76	
QWEST BUSINESS SERVICES	00003599			
EXECUTIVE	TELEPHONE	0000057907	8.00	LONG DISTANCE SERVICE
FINANCE	TELEPHONE	0000057907	8.00	LONG DISTANCE SERVICE
COMMUNITY DEVELOPMEN	TELEPHONE	0000057907	25.00	LONG DISTANCE SERVICE

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CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
ENGINEERING	TELEPHONE	0000057907	25.00	LONG DISTANCE SERVICE
PARK RECREATION	TELEPHONE	0000057907	16.00	LONG DISTANCE SERVICE
POLICE	TELEPHONE	0000057907	30.00	LONG DISTANCE SERVICE
FIRE	TELEPHONE	0000057907	20.29	LONG DISTANCE SERVICE
STREET	TELEPHONE	0000057907	10.00	LONG DISTANCE SERVICE
WATER	TELEPHONE	0000057907	10.50	LONG DISTANCE SERVICE
SEWER	TELEPHONE	0000057907	8.00	LONG DISTANCE SERVICE
WATER/BILLING	TELEPHONE	0000057908	78.80	TURN OFF NOTIFICATION
SEWER/BILLING	TELEPHONE	0000057908	78.80	TURN OFF NOTIFICATION
SANITATION FUND	TELEPHONE	0000057908	70.80	TURN OFF NOTIFICATION
AMBULANCE SERVICE	TELEPHONE	0000057907	7.10	LONG DISTANCE SERVICE
CENTRAL SERVICES	TELEPHONE	0000057907	185.37	LONG DISTANCE SERVICE
EQUIP RENTAL-OPERATI	TELEPHONE	0000057907	8.00	LONG DISTANCE SERVICE
BUILD MAINT-OPERATIO	TELEPHONE	0000057907	8.00	LONG DISTANCE SERVICE
=====				
TOTAL:			597.66	
RADIO SHACK	00001723			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057979	53.94	MOTION MOUNTS/XLR PLUG
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000057979	61.48	MOTION MOUNTS/XLR PLUG
=====				
TOTAL:			115.42	
RAINBOW FLYING SERVICE	00003974			
AIRPORT	REPAIR & MAINT. OTHER (CONTR	0000058106	400.00	CONTRACT LAWN CARE
=====				
TOTAL:			400.00	
REDFLEX TRAFFIC SYSTEMS	00004837			
POLICE	PROFESSIONAL SERVICES	0000058142	25,167.21	PROF SERVICE/TICKETS
=====				
TOTAL:			25,167.21	
RICHARD BISNETT	00007729			
EXECUTIVE	TRAVEL & SUBSISTENCE /NON-ED	0000057902	120.44	REIMB MILEAGE

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CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	120.44	
ROYAL ORGANIC PRODUCTS	00007187			
SANITATION FUND	LANDFILL DUMPING FEES	0000058015	5,394.90	TIPPING FEES
=====				
		TOTAL:	5,394.90	
RUSSEL MICNHIMER	00006352			
PARK RECREATION	MUSEUM RESALE	0000058034	49.85	BOOKS/RESALE
=====				
		TOTAL:	49.85	
SARA HOFER	00007237			
PARK RECREATION	MUSEUM RESALE	0000057963	36.40	SOAPS/APRONS/SOCKS
=====				
		TOTAL:	36.40	
SENIOR OPPORTUNITY & SERVICES	00003961			
MISC. SERVICES	MISCELLANEOUS (NOT LISTED BE	0000057913	5,375.00	SECOND HALF PAYMENT
=====				
		TOTAL:	5,375.00	
SHIRTBUILDERS INC	00004022			
PARK RECREATION	OPERATING SUPPLIES	0000057990	246.53	PROGRAM SHIRTS
PARK RECREATION	OPERATING SUPPLIES	0000057990	833.92	PROGRAM SHIRTS
PARK RECREATION	OPERATING SUPPLIES	0000057990	2,867.99	PROGRAM SHIRTS
PARK RECREATION	S&S CONCESSION RESALE	0000058124	3,239.60	SHIRTS/RESALE
POLICE	OPERATING SUPPLIES	0000058081	462.59	UNIFORMS
=====				
		TOTAL:	7,650.63	
SIGNS NOW	00007051			
PARK RECREATION	OPERATING SUPPLIES	0000058037	377.65	PITCH IN DECALS
=====				
		TOTAL:	377.65	
SIMPLOT PARTNERS	00007364			
PARK RECREATION	OPERATING SUPPLIES	0000057874	432.42	FIELD MARKER
PARK RECREATION	OPERATING SUPPLIES	0000057874	432.42	FIELD MARKER
=====				
		TOTAL:	864.84	
SKAUG BROTHERS GLASS	00004842			
PARK RECREATION	REPAIR & MAINT. OTHER (CONTR	0000058040	750.00	TILES/S N S MEN'S RESTROOM
=====				
		TOTAL:	750.00	
SOLID WASTE SYSTEMS INC	00005276			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000057896	1,593.98	SKID PLATE
=====				
		TOTAL:	1,593.98	

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CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
SPECTRUM COMMUNICATIONS	00002691			
EQUIP RENTAL-OPERATI	REPAIR & MAINT. EQUIP. (CONT	0000058108	43.11	REPLACE BATTERY
=====				
		TOTAL:	43.11	
STERLING SAVINGS BANK	00006670			
PARK RECREATION	SMALL EQUIPMENT < \$1000	0000057912	430.52	CREDIT CARD MACHINE
=====				
		TOTAL:	430.52	
STEVE MIERS	00004890			
POLICE	OPERATING SUPPLIES	0000057934	5.40	SUPPLIES
=====				
		TOTAL:	5.40	
SUE INKS, GARDEN GLASS DESIGNS	00004742			
PARK RECREATION	MUSEUM RESALE	0000057961	199.45	PLATTER/YARD STAKES/SCROLL
=====				
		TOTAL:	199.45	
SUNTRUST	00007361			
AMBULANCE DEBT SERVI	PRINCIPAL CAPITAL LEASE	0000057921	2,311.35	#34 LEASE PYMT/JUNE
AMBULANCE DEBT SERVI	INTEREST ON CAPITAL LEASES/I	0000057921	129.91	#34 LEASE PYMT/JUNE
EQUIP RENTAL-DEBT SR	PRINCIPAL CAPITAL LEASE	0000057921	13,978.32	#34 LEASE PYMT/JUNE
EQUIP RENTAL-DEBT SR	INTEREST ON CAPITAL LEASES/I	0000057921	785.69	#34 LEASE PYMT/JUNE
=====				
		TOTAL:	17,205.27	
SUSAN SCHWIESOW	00007123			
PARK RECREATION	S&S CONCESSION RESALE	0000058032	180.67	TOOTSIE FUN/ JR MINTS/SNICKERS
PARK RECREATION	LARSON RESALE	0000058032	75.55	TOOTSIE FUN/ JR MINTS/SNICKERS
PARK RECREATION	LAUZIER PLAYFIELD RESALE	0000058032	75.55	TOOTSIE FUN/ JR MINTS/SNICKERS
=====				
		TOTAL:	331.77	
SWANK MOTION PICTURES INC	00008015			
TOURISM ACTIVITIES	PROFESSIONAL SERVICES	0000057976	346.36	MOVIE IN THE PARK FILM
=====				
		TOTAL:	346.36	
TARGET MEDIA NORTHWEST	00007815			
PARK RECREATION	PRINTING & BINDING	0000058117	764.95	SUMMER BROCHURE
PARK RECREATION	PRINTING & BINDING	0000058117	764.95	SUMMER BROCHURE
PARK RECREATION	PRINTING & BINDING	0000058117	764.95	SUMMER BROCHURE
PARK RECREATION	PRINTING & BINDING	0000058117	764.95	SUMMER BROCHURE
POLICE	ADVERTISING	0000057932	55.00	ADVERTISING

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CITY OF MOSES LAKE
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NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	3,114.80	
TEAM CONSTRUCTION - EFT	00008025			
CIVIC CENTER	BUILDINGS (CONSTRUCTION)	0000058138	694,810.74	PE MOSES LAKE CIVIC CENTER
=====				
		TOTAL:	694,810.74	
THE WESLEY GROUP	00004986			
POLICE	PROFESSIONAL SERVICES	0000058010	1,738.79	LABOR RELATIONS CONSULT
=====				
		TOTAL:	1,738.79	
TIM RICH CONSULTING LLC	00003351			
WATER	PROFESSIONAL SERVICES	0000057897	850.50	PROGRAM CHANGES
=====				
		TOTAL:	850.50	
TNT ENTERPRISES	00003695			
WATER SEWER CONSTRUCT	LAND PURCHASE	0000058095	3,295.00	LEASE ADJ STRMWTR DCNT 2011
=====				
		TOTAL:	3,295.00	
TOTER INC	00004048			
SANITATION FUND	OPERATING SUPPLIES	0000057592	37,944.11	GARBAGE CONTAINERS
=====				
		TOTAL:	37,944.11	
TRANSPORTATION REVOLVING FUND	00001922			
POLICE	TRAVEL & SUBSISTENCE /NON-ED	0000057544	47.90	TRAVEL
=====				
		TOTAL:	47.90	
TREASURE VALLEY COFFEE	00007005			
FIRE	OPERATING SUPPLIES	0000058004	101.25	COFFEE
AMBULANCE SERVICE	OPERATING SUPPLIES	0000058004	101.25	COFFEE
=====				
		TOTAL:	202.50	
TRITECH EMERGENCY MEDICAL SYS	00007652			
AMBULANCE SERVICE	PROFESSIONAL SERVICES	0000058033	1,135.11	BILLING MODULE/SUPPORT
=====				
		TOTAL:	1,135.11	
TYCO INC	00004451			
BUILD MAINT-OPERATIO	REPAIR AND MAINTENANCE SUPPL	0000058109	9.05	GREASE TUBE
=====				
		TOTAL:	9.05	
UNITED PIPE & SUPPLY INC	00004179			
PARK RECREATION	REPAIR AND MAINTENANCE SUPPL	0000058027	3,648.23	ROTOR/FALCON RTR/STATION MOD
=====				
		TOTAL:	3,648.23	
UNIVAR USA INC	00006346			
PARK RECREATION	OPERATING SUPPLIES	0000057775	1,024.20	CALCIUM CHLORIDE/ISOCYANURIC

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CITY OF MOSES LAKE
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NAME OF VENDOR Department	VENDOR NO Object Description	Expenditure Account P.O. Number	P.O. Amount	Purpose of Purchase
=====				
		TOTAL:	1,024.20	
UTIL UNDRGRND LOCATION CENTER	00004598			
STREET	MISCELLANEOUS (NOT LISTED BE	0000058111	59.20	UTILITY LOCATES
WATER	MISCELLANEOUS (NOT LISTED BE	0000058111	59.20	UTILITY LOCATES
SEWER	MISCELLANEOUS (NOT LISTED BE	0000058111	59.20	UTILITY LOCATES
=====				
		TOTAL:	177.60	
VIRGINIA MARTIN	00004268			
PARK RECREATION	MUSEUM RESALE	0000057965	29.40	NECKLACE
=====				
		TOTAL:	29.40	
WA CITIES INSURANCE AUTHORITY	00006720			
SELF-INSURANCE	JUDGEMENTS AND DAMAGES	0000058140	28,129.77	INS DEDUCTIBLE
=====				
		TOTAL:	28,129.77	
WA ST CRIMINAL JUSTICE TRNG	00003831			
POLICE	REGISTRATION & MEMBERSHIPS	0000057929	50.00	REGISTRATION
=====				
		TOTAL:	50.00	
WASHINGTON STATE PATROL	00009101			
PARK RECREATION	PROFESSIONAL SERVICES	0000058115	130.00	BACKGROUND CHECKS/COACH
=====				
		TOTAL:	130.00	
WAYTEK INC	00006378			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058112	230.69	POWER RELAY
=====				
		TOTAL:	230.69	
WEINSTEIN BEVERAGE COMPANY	00005990			
PARK RECREATION	S&S CONCESSION RESALE	0000057991	2,950.86	BEVERAGES/CANDY/WATER
PARK RECREATION	LARSON RESALE	0000057991	2,107.80	BEVERAGES/CANDY/WATER
PARK RECREATION	LAUZIER PLAYFIELD RESALE	0000057991	747.95	BEVERAGES/CANDY/WATER
PARK RECREATION	LARSON REC COMPLEX RESALE	0000057991	386.60	BEVERAGES/CANDY/WATER
PARK RECREATION	OPERATING SUPPLIES	0000058030	715.24	SNFLWR/WATER/PEPSI/LICORICE
PARK RECREATION	S&S CONCESSION RESALE	0000058030	334.15	SNFLWR/WATER/PEPSI/LICORICE
PARK RECREATION	OPERATING SUPPLIES	0000058030	715.24	SNFLWR/WATER/PEPSI/LICORICE
PARK RECREATION	LARSON RESALE	0000058030	213.00	SNFLWR/WATER/PEPSI/LICORICE
PARK RECREATION	LAUZIER PLAYFIELD RESALE	0000058030	222.45	SNFLWR/WATER/PEPSI/LICORICE

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CITY OF MOSES LAKE
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NAME OF VENDOR	VENDOR NO	Expenditure Account		
Department	Object Description	P.O. Number	P.O. Amount	Purpose of Purchase
WEINSTEIN BEVERAGE COMPANY	00005990			
PARK RECREATION	LARSON REC COMPLEX RESALE	0000058030	86.45	SNFLWR/WATER/PEPSI/LICORICE
		TOTAL:	8,479.74	
WENATCHEE VALLEY MEDICAL CTR	00005069			
EXECUTIVE	PROFESSIONAL SERVICES	0000058129	5.41	HEP B SHOTS/CDL EXAMS
PARK RECREATION	PROFESSIONAL SERVICES	0000058129	318.60	HEP B SHOTS/CDL EXAMS
POLICE	PROFESSIONAL SERVICES	0000058129	106.20	HEP B SHOTS/CDL EXAMS
FIRE	PROFESSIONAL SERVICES	0000058129	106.20	HEP B SHOTS/CDL EXAMS
STREET	PROFESSIONAL SERVICES	0000058129	160.00	HEP B SHOTS/CDL EXAMS
WATER	PROFESSIONAL SERVICES	0000058129	80.00	HEP B SHOTS/CDL EXAMS
		TOTAL:	776.41	
WESTERN PETERBILT INC	00006802			
EQUIP RENTAL-OPERATI	REPAIR AND MAINTENANCE SUPPL	0000058110	150.90	LAMPS, CARTRIDGE KITS
		TOTAL:	150.90	
WESTERN STATES HOSTAGE NEG	00005080			
POLICE	REGISTRATION & MEMBERSHIPS	0000057936	70.00	MEMBERSHIP
		TOTAL:	70.00	
WILSON ENGINEERING	00007286			
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000058021	5,843.00	PROFESS SERV COF IMPROVEMENTS
		TOTAL:	5,843.00	
Z ENGINEERS' PLLC	00005614			
WATER SEWER CONSTRUC	CIP-SEWER PROJECTS	0000058078	2,210.00	PROFESS SERV DIV ST LIFT STATN
		TOTAL:	2,210.00	
		REPORT TOTAL:	1,956,214.66	

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TOTALS PAGE
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CITY OF MOSES LAKE
TABULATION OF CLAIMS TO BE APPROVED
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06/14/2011

TOTALS BY FUND

FUND NO	FUND NAME	AMOUNT
000	GENERAL FUND	169,386.01
102	TOURISM ACTIVITIES	4,739.63
103	GRANTS AND DONATIONS	1,032.60
116	STREET	50,175.17
119	STREET REPR/RECON	36,355.75
275	EQUIPMENT LEASES	898.19
410	WATER/SEWER	262,874.78
477	WATER SEWER CONSTRUCTION	210,805.99
483	W/S LEASES	562.18
490	SANITATION FUND	246,446.42
493	STORM WATER	3,696.06
495	AIRPORT	1,285.08
498	AMBULANCE SERVICE FUND	9,370.59
499	AMBULANCE DEBT SERVICE	2,441.26
503	SELF-INSURANCE	28,129.77
517	CENTRAL SERVICES	7,366.73
519	EQUIPMENT RENTAL	91,882.53
528	BUILD MAINTENANCE	825,565.92
611	FIREMANS PENSION	3,200.00
	TOTAL	1,956,214.66

CHANGES TO BE MADE SHOULD BE LISTED BELOW

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

CORRECT AMOUNT TO BE PAID

* CLAIMS APPROVAL *
* WE, THE UNDERSIGNED COUNCILMEN OF THE CITY OF MOSES LAKE, WASHINGTON, DO HEREBY CERTIFY THAT THE MERCHANDISE *
* OR SERVICES SPECIFIED HAVE BEEN RECEIVED AND THAT ABOVE CLAIMS ARE APPROVED, AS NOTED, FOR PAYMENT *
* IN THE AMOUNT OF \$1,956,214.66 THIS 14TH DAY OF JUNE, 2011 *
* *
* *
* *
* *
* *
* COUNCIL MEMBER COUNCIL MEMBER *
* *
* *
* *
* *
* COUNCIL MEMBER FINANCE DIRECTOR *

June 9, 2011

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

Miguel Alaniz has requested the abandonment of a the southerly 6' of a 20' easement located adjacent to the north property lien of Lot 27, Broadripple #1 at 1102 S. Ashley Way.

The Municipal Services Department has indicated that the remaining 14' easement is sufficient to access the sewer main in this area.

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

Respectfully submitted



Gilbert Alvarado
Community Development Director

GA:jt

RESOLUTION NO. 3226

A RESOLUTION AUTHORIZING ABANDONMENT OF AN EASEMENT

RECITALS:

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

LEGAL DESCRIPTION

2. Potential users of the easement have been notified of the proposed abandonment and one comment was received from the Municipal Services Department.

RESOLVED:

1. The City Council of the City of Moses Lake does resolve that the southerly 6' of the 20' easement adjacent to the north property line of Lot 27, Broadripple Addition #1 as described above will be abandoned and that the City Manager is authorized to execute the necessary documents in order to accomplish that abandonment.

Adopted by the City Council on June 14, 2011.

ATTEST:

Jon Lane, Mayor

Ronald R. Cone, Finance Director

RECEIVED

MAY 31 2011

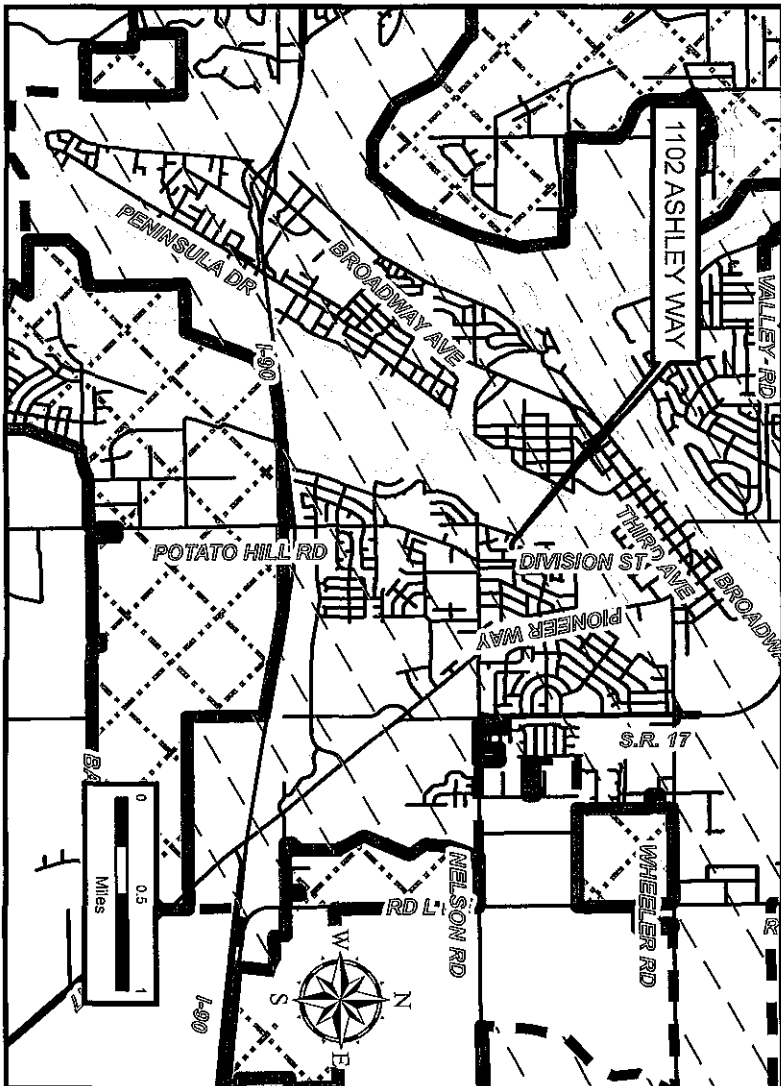
COMMUNITY DEVELOPMENT
PLANNING & BUILDING
CITY OF MOSES LAKE

May 31, 2011

TO: Assistant Planner, Billie Munoz
FROM: Municipal Services Director *MSH*
SUBJECT: Abandonment of Easement - Lot 27, Broadripple #1

The Municipal Services Department does not have any concerns with the request to abandon the southerly 6 feet of the 20-foot easement adjacent to the north property line of Lot 27. The remaining 14 feet is sufficient to access the city's sewer main.

cc: Community Development Director
Senior Planner

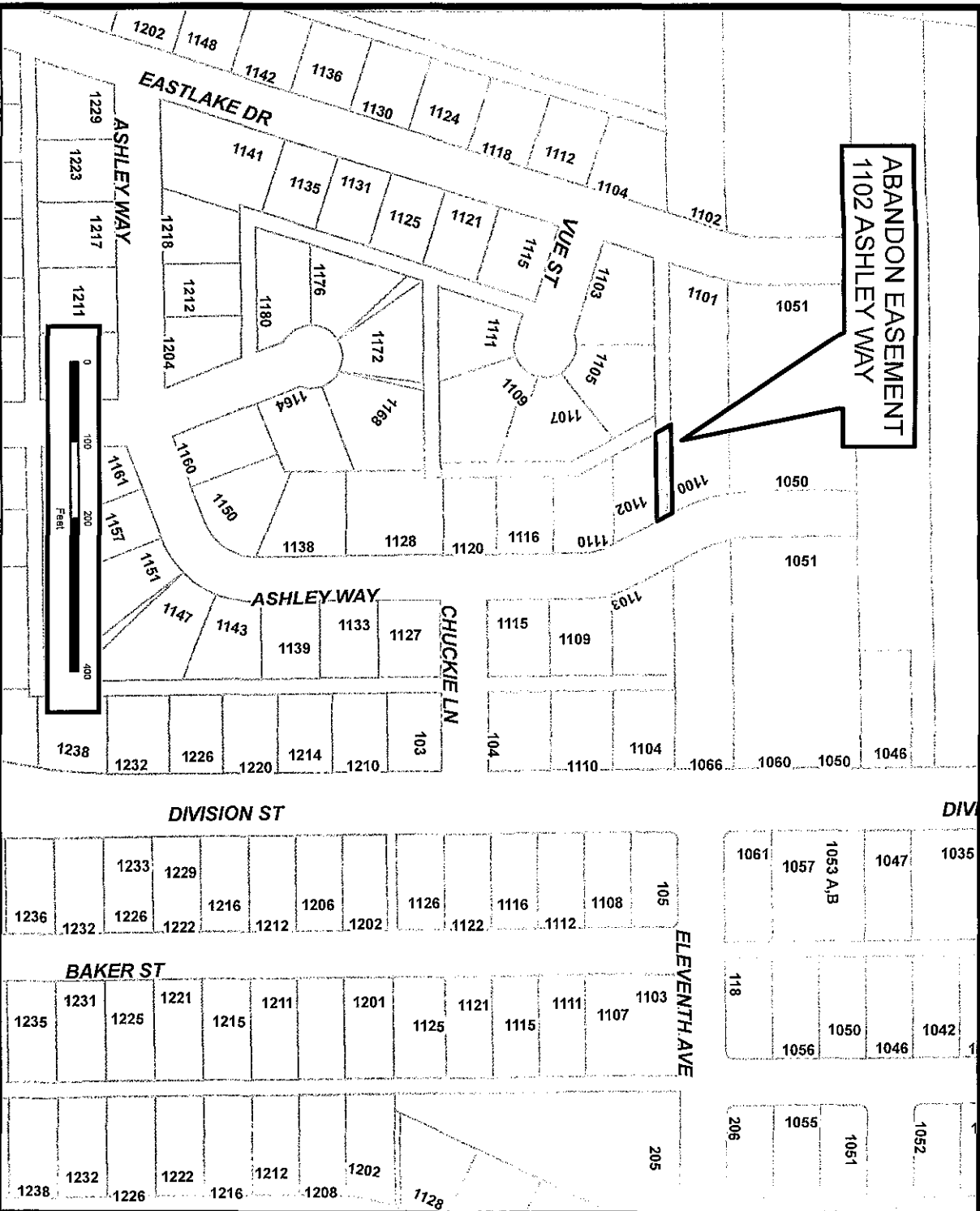


CITY OF MOSES LAKE
COMMUNITY DEVELOPMENT
PLANNING DIVISION



- CITY LIMITS
- UGA BOUNDARY
- STREET NAMES
- LOTS
- LAKE
- 1102 ASHLEY WAY EASEMENT

DRAWN: BKP
DATE: MAY 26, 2011



June 9, 2011

TO: City Manager
For Council Consideration

FROM: Municipal Services Director

SUBJECT: **Consideration of Bids
Reservoir 9 Project - 2011**

Staff opened bids for the 2011 Reservoir 9 Project on June 8, 2011. This project consists of removing Tank #2 and constructing a 2.8 million gallon standpipe reservoir at 7725 Newell Street. Additive A was included in the bid to remove Tank #3 at 7915 Chanute Street and Tank #5 at 9002 Tyndall Road. Additive B was included to remove the foundations of these two tanks. Deduct A was to use the standard paint instead of a newer paint that will retain its color for many more years.

A total of three bids were received.

<u>Bidder</u>	<u>Total Base Bid</u>	<u>Additive A</u>	<u>Additive B</u>	<u>Deduct A</u>
1. T Bailey, Inc.	\$1,933,675	\$49,094	\$24,817	\$8,000
2. CBI Services, Inc.	\$2,027,441	\$47,476	\$ 6,474	\$7,553
3. Caldwell Tanks, Inc.	\$2,136,420	\$44,239	\$31,291	\$8,632
Engineer's Estimate	\$1,786,284	\$151,060	\$32,370	\$8,092

Staff recommends awarding the Base Bid, Additive A and Additive B to T Bailey, Inc. for the sum of sum of \$2,007,586. The bid tabulation is attached for your review.

Respectfully Submitted,


Gary Harer, PE/PLS
Municipal Services Director

Schedule A -

			Engineer's Estimate		T Bailey, Inc.	
1 Mobilization	1	LS	\$100,000.00	\$100,000.00	\$10,000.00	\$10,000.00
2 Remove Elevated Tank #2	1	LS	\$70,000.00	\$70,000.00	\$50,000.00	\$50,000.00
3 Remove Foundation Tank #2	1	LS	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
4 Remove Vault	1	LS	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00
5 Water	100	MGAL	\$25.00	\$2,500.00	\$8.50	\$850.00
6 Shoring or Extra Excavation Class	1	LS	\$2,500.00	\$2,500.00	\$200.00	\$200.00
7 Trimming and Cleanup	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
8 Salvage Existing CSTC	1	LS	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
9 CSBC for Structural Backfill	1350	TON	\$35.00	\$47,250.00	\$18.00	\$24,300.00
10 Reservoir Foundation	1	LS	\$300,000.00	\$300,000.00	\$349,500.00	\$349,500.00
11 Reservoir	1	LS	\$950,000.00	\$950,000.00	\$1,080,900.00	\$1,080,900.00
12 Support Brackets	1	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
13 Painting and Disinfection	1	LS	\$125,000.00	\$125,000.00	\$200,000.00	\$200,000.00
14 City Logo	1	LS	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
15 Drain Pipe 10-Inch Diameter	20	LF	\$50.00	\$1,000.00	\$65.00	\$1,300.00
16 Connect to Existing Drain Line	1	EA	\$500.00	\$500.00	\$500.00	\$500.00
17 Connect to Existing 10-Inch Water Main	2	EA	\$1,500.00	\$3,000.00	\$650.00	\$1,300.00
18 PVC Pipe for Water Main 8-Inch Diameter	30	LF	\$50.00	\$1,500.00	\$80.00	\$2,400.00
19 Ductile Iron Pipe for Water Main 10-Inch Diameter	80	LF	\$50.00	\$4,000.00	\$105.00	\$8,400.00
20 Gate Valve, 8-Inch	1	EA	\$1,250.00	\$1,250.00	\$1,600.00	\$1,600.00
21 Gate Valve, 10-Inch	2	EA	\$1,500.00	\$3,000.00	\$2,300.00	\$4,600.00
22 Concrete Pad	5	EA	\$500.00	\$2,500.00	\$250.00	\$1,250.00
Subtotal Schedule A				\$1,655,500.00		\$1,792,100.00
Sales Tax (7.9%)				\$130,784.50		\$141,575.90
Total Schedule A				\$1,786,284.50		\$1,933,675.90

Additive A -

Engineer's Estimate				T Bailey, Inc.	
1 Remove Elevated Tank #3	1	LS	\$70,000.00	\$70,000.00	\$22,000.00
2 Remove Elevated Tank #5	1	LS	\$70,000.00	\$70,000.00	\$23,500.00
Subtotal Additive A				\$140,000.00	\$45,500.00
Sales Tax (7.9%)				\$11,060.00	\$3,594.50
Total Additive A				\$151,060.00	\$49,094.50

Additive B -

Engineer's Estimate				T Bailey, Inc.	
1 Remove Foundation Tank #3	1	LS	\$15,000.00	\$15,000.00	\$12,000.00
2 Remove Foundation Tank #5	1	LS	\$15,000.00	\$15,000.00	\$11,000.00
Subtotal Additive B				\$30,000.00	\$23,000.00
Sales Tax (7.9%)				\$2,370.00	\$1,817.00
Total Additive B				\$32,370.00	\$24,817.00

Deduct A -

Engineer's Estimate				T Bailey, Inc.	
1 Standard Exterior Paint System	1	LS	\$7,500.00	\$7,500.00	\$8,000.00
Subtotal Deduct A				\$7,500.00	\$8,000.00
Sales Tax (7.9%)				\$592.50	\$632.00
Total Deduct A				\$8,092.50	\$8,632.00

Total For Schedule A	\$1,786,284.50	\$1,933,675.90
Total For Schedule A and Additive A	\$1,937,344.50	\$1,982,770.40
Total For Schedule A and Both Additives	\$1,969,714.50	\$2,007,587.40
Total For Schedule A, Additives, and Deduct	\$1,961,622.00	\$1,998,955.40

Schedule A -

			CBI Services, Inc.		Caldwell Tanks, Inc.	
1 Mobilization	1	LS	\$90,000.00	\$90,000.00	\$80,000.00	\$80,000.00
2 Remove Elevated Tank #2	1	LS	\$32,000.00	\$32,000.00	\$30,000.00	\$30,000.00
3 Remove Foundation Tank #2	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
4 Remove Vault	1	LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
5 Water	100	MGAL	\$13.00	\$1,300.00	\$20.00	\$2,000.00
6 Shoring or Extra Excavation Class	1	LS	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
7 Trimming and Cleanup	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
8 Salvage Existing CSTC	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
9 CSBC for Structural Backfill	1350	TON	\$23.00	\$31,050.00	\$30.00	\$40,500.00
10 Reservoir Foundation	1	LS	\$320,000.00	\$320,000.00	\$340,000.00	\$340,000.00
11 Reservoir	1	LS	\$1,199,700.00	\$1,199,700.00	\$1,219,000.00	\$1,219,000.00
12 Support Brackets	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
13 Painting and Disinfection	1	LS	\$150,000.00	\$150,000.00	\$205,000.00	\$205,000.00
14 City Logo	1	LS	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00
15 Drain Pipe 10-Inch Diameter	20	LF	\$150.00	\$3,000.00	\$100.00	\$2,000.00
16 Connect to Existing Drain Line	1	EA	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
17 Connect to Existing 10-Inch Water Main	2	EA	\$2,250.00	\$4,500.00	\$2,000.00	\$4,000.00
18 PVC Pipe for Water Main 8-Inch Diameter	30	LF	\$90.00	\$2,700.00	\$100.00	\$3,000.00
19 Ductile Iron Pipe for Water Main 10-Inch Diameter	80	LF	\$100.00	\$8,000.00	\$100.00	\$8,000.00
20 Gate Valve, 8-Inch	1	EA	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00
21 Gate Valve, 10-Inch	2	EA	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00
22 Concrete Pad	5	EA	\$300.00	\$1,500.00	\$500.00	\$2,500.00
Subtotal Schedule A				\$1,879,000.00		\$1,980,000.00
Sales Tax (7.9%)				\$148,441.00		\$156,420.00
Total Schedule A				\$2,027,441.00		\$2,136,420.00

Additive A -

			CBI Services, Inc.		Caldwell Tanks, Inc.	
1 Remove Elevated Tank #3	1	LS	\$24,500.00	\$24,500.00	\$22,000.00	\$22,000.00
2 Remove Elevated Tank #5	1	LS	\$19,500.00	\$19,500.00	\$19,000.00	\$19,000.00
Subtotal Additive A				\$44,000.00		\$41,000.00
Sales Tax (7.9%)				\$3,476.00		\$3,239.00
Total Additive A				\$47,476.00		\$44,239.00

Additive B -

			CBI Services, Inc.		Caldwell Tanks, Inc.	
1 Remove Foundation Tank #3	1	LS	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00
2 Remove Foundation Tank #5	1	LS	\$3,000.00	\$3,000.00	\$17,000.00	\$17,000.00
Subtotal Additive B				\$6,000.00		\$29,000.00
Sales Tax (7.9%)				\$474.00		\$2,291.00
Total Additive B				\$6,474.00		\$31,291.00

Deduct A -

			CBI Services, Inc.		Caldwell Tanks, Inc.	
1 Standard Exterior Paint System	1	LS	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00
Subtotal Deduct A				\$7,000.00		\$8,000.00
Sales Tax (7.9%)				\$553.00		\$632.00
Total Deduct A				\$7,553.00		\$8,632.00

Total For Schedule A	\$2,027,441.00	\$2,136,420.00
Total For Schedule A and Additive A	\$2,074,917.00	\$2,180,659.00
Total For Schedule A and Both Additives	\$2,081,391.00	\$2,211,950.00
Total For Schedule A, Additives, and Deduct	\$2,073,838.00	\$2,203,318.00

June 9, 2011

TO: City Manager
For Council Consideration

FROM: Municipal Services Director

SUBJECT: **Consideration of Bids**
Sewer Lining Project - 2011

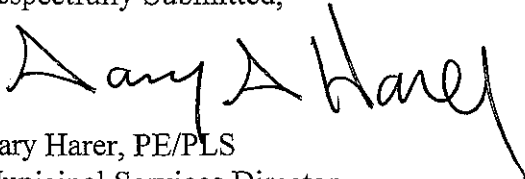
Bids were opened on June 9, 2011 for the 2011 Sewer Lining Project. This project consists of lining approximately 36,700 feet of 8 and 10-inch concrete sewer mains in the Larson and downtown areas. The project bid documents include some additional lines that may be added if the City's budgeted amount is not entirely spent on the original quantities. The following six bids were received:

<u>Contractor</u>	<u>Bid Total</u>
Planned Engineering Construction	\$ 779,817
RePipe California, Inc.	\$ 846,313
Insitofom Technologies, Inc.	\$ 857,227
Michels Corporation	\$ 945,257
Realm, Inc.	\$1,024,240
Southwest Pipeline & Trenchless Corporation	\$1,144,899
Engineer's Estimate	\$ 900,587

The City of Moses Lake has successfully worked with PEC Construction, Inc. on a past lining project in the past.

Staff recommends awarding the contract to PEC Construction, Inc. for the sum of \$779,817 and requests approval to include some additional lines if staff is satisfied with the quality of work. The complete bid summary is attached for your review.

Respectfully Submitted,



Gary Harer, PE/PLS
Municipal Services Director

Project Name - Sewer Lining Project - 2011

June 9, 2011

MMO

Contract No. C-246

BID SUMMARY

Schedule A -

			Engineer's Estimate		Planned and Engineered Const RePipe California Inc.			
1 Mobilization	1	LS	\$15,000.00	\$15,000.00	\$8,250.00	\$8,250.00	\$15,000.00	\$15,000.00
2 Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$5,222.00	\$5,522.00	\$1,500.00	\$1,500.00
3 Pipe Liner, 8-Inch Diameter	34200	LF	\$20.00	\$684,000.00	\$18.50	\$632,700.00	\$19.25	\$658,350.00
4 Pipe Liner, 10-Inch Diameter	2500	LF	\$24.00	\$60,000.00	\$20.00	\$50,000.00	\$23.00	\$57,500.00
5 Reconnection of Sewer Service	505	EA	\$130.00	\$65,650.00	\$50.00	\$25,250.00	\$100.00	\$50,500.00
6 Remove Protruding Tap	10	EA	\$250.00	\$2,500.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00
			\$834,650.00		\$722,722.00		\$784,350.00	
			\$65,937.35		\$57,095.04		\$61,963.65	
			\$900,587.35		\$779,817.04		\$846,313.65	

Project Name - Sewer Lining Project - 2011

Contract No. C-246

BID SUMMARY

Schedule A -

			Insituform Tech. Inc.		Michels Corporation		Realm, Inc.	
1 Mobilization	1	LS	\$38,000.00	\$38,000.00	\$31,800.00	\$31,800.00	\$20,000.00	\$20,000.00
2 Traffic Control	1	LS	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3 Pipe Liner, 8-Inch Diameter	34200	LF	\$18.25	\$624,150.00	\$21.00	\$718,200.00	\$23.00	\$786,600.00
4 Pipe Liner, 10-Inch Diameter	2500	LF	\$25.50	\$63,750.00	\$25.00	\$62,500.00	\$27.50	\$68,750.00
5 Reconnection of Sewer Service	505	EA	\$113.00	\$57,065.00	\$110.00	\$55,550.00	\$120.00	\$60,600.00
6 Remove Protruding Tap	10	EA	\$300.00	\$3,000.00	\$300.00	\$3,000.00	\$330.00	\$3,300.00
			\$794,465.00		\$876,050.00		\$949,250.00	
			\$62,762.74		\$69,207.95		\$74,990.75	
			\$857,227.74		\$945,257.95		\$1,024,240.75	

Project Name - Sewer Lining Project - 2011

Contract No. C-246

BID SUMMARY

Schedule A -

SW Pipeline and Trenchless Corp.

1 Mobilization	1	LS	\$25,000.00	\$25,000.00
2 Traffic Control	1	LS	\$5,000.00	\$5,000.00
3 Pipe Liner, 8-Inch Diameter	34200	LF	\$27.00	\$923,400.00
4 Pipe Liner, 10-Inch Diameter	2500	LF	\$33.00	\$82,500.00
5 Reconnection of Sewer Service	505	EA	\$35.00	\$17,675.00
6 Remove Protruding Tap	10	EA	\$750.00	\$7,500.00
				\$1,061,075.00
				\$83,824.93
				\$1,144,899.93

Bruce Bailey mayor of plants

1321 RD 10 NE Moses Lake, WA 509.760.7848

May 23, 2011
Mayor John Lane
Moses Lake City Council Members
321 S Balsam
Moses Lake, WA 98837

Dear Mayor Lane and City Council Members,

I am formally requesting permission to allow Jack and Laura Lanum of 1004 Skyline to grow their hedge over the four foot limit that is currently the city rule. The Lanums purchased the house on the corner of Hill and Skyline a couple of years ago. I met Jack and Laura shortly after that when I was hired to be their garden consultant, and they have been striving to make many improvements to the property. I believe the city of Moses Lake is a beautiful place and feel that any improvements the Lanums do to keep the property clean and attractive is important. Hill Street is a rather busy thoroughfare and we, the Lanums and myself, realize that there is much traffic. When they started planning out the corner lot I suggested to keep the view open to the left as drivers have a hard time looking down the hill. At that time we thought nothing of planting a hedge along the property line to hide the neighbor's unsightly old and derelict vehicles.

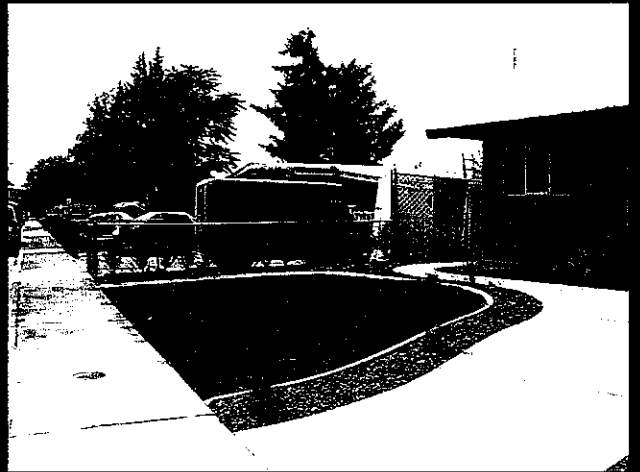
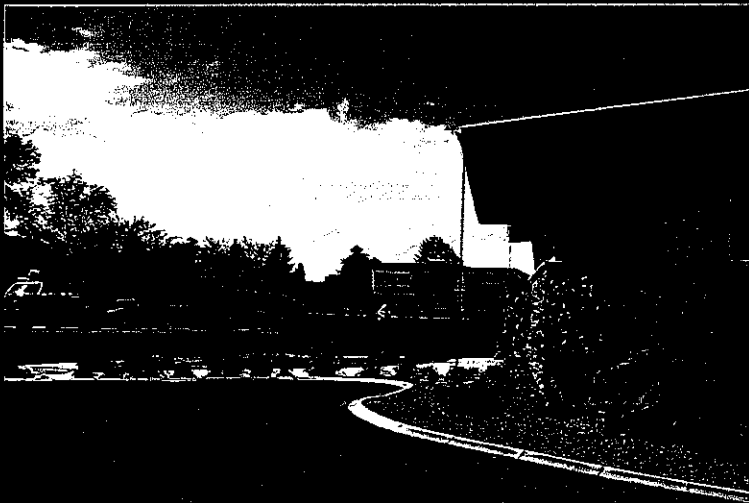
The Lanums purchased the house with the intent of retiring here and using it as a second home until that time. The views are astounding, except for their neighbors' property to the South. Laura loves to look at the mountains, the lake, and they gather their family every Fourth of July holiday for the fireworks display. What they don't wish to look at is unsightly vehicles next door. Jack and Laura would like permission to allow their sky rocket juniper hedge to grow to eight feet tall. Currently their neighbor has called the city because they have exceeded four feet but you can still see through the junipers—they are still untrimmed, wispy and easy to see through.

Please see the pictures I have attached to this letter. Pictures taken July, 2009-May, 2011.

Thank you for your time.

Sincerely,

Bruce Bailey



1004 Skyline Drive

TSUNAMI SUSHI IS

REQUESTING The ~~ANNUAL~~ ELVIS
NIGHT ON FRIDAY JULY 22nd!

Closing 3RD AVE FROM ASH ST
TO DIVISION ST FROM 7:00 PM
Till midnight THANK YOU

DWANE LIND

RECEIVED

JUN 08 2011
COMMUNITY DEVELOPMENT
PLANNING & BUILDING
CITY OF MOSES LAKE



June 3, 2011

Honorable Mayor and
Moses Lake City Council


Dear Council Members

Attached is a proposed ordinance amending Chapter 18.58 of the Moses Lake Municipal Code entitled "Signs".

The ordinance addresses signs constructed of temporary sign material being used as a permanent sign, regulates the size and height of political signs, and provides that the Community Development Department will permit sandwich board signs according to standards established by the City Council.

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

Respectfully submitted



Joseph R. Gavinski
City Manager

JKG:jt

ORDINANCE NO. 2617

AN ORDINANCE AMENDING CHAPTER 18.58 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "SIGNS"

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

Section 1. Chapter 18.58 of the Moses Lake Municipal Code entitled "Signs" is amended as follows:

18.58.030 Sign Regulations:

- A. Only a sign as defined in Section 18.58.020.MM is subject to the provisions of this chapter.
- B. A sign type that is listed "A" in the following table is allowed to be displayed, subject to the applicable sign regulations listed in this section and in the table.
- C. A sign type that is listed "P" in the following table is prohibited from display, unless it is a non-conforming sign as provided in Section 18.58.090.
- D. A sign type that is listed "E" in the following table is exempt from the provisions of this chapter.
- E. A sign type that is not listed in the following table is not allowed to be displayed.
- F. A sign shall comply with applicable provisions of the State Building Code and Chapter 16.02 of this code entitled Building Permits.
- G. A sign is subject to Chapter 8.14 of this code entitled Nuisances.
- H. State law (RCW 70.54.090) prohibits the attachment of a sign to a utility pole.
- I. No sign is allowed on or over right-of-way except as approved by City Council for city streets. No sign is allowed within right-of-way of the interstate or primary system where there are no curbs. A sign may be allowed within right-of-way of the primary system where there are curbs and other streets, subject to the following conditions and circumstances:
 - 1. A projecting sign is allowed over a sidewalk in right-of-way in the C-1 Zone and in the C-2 Zone where the building is not set back from right-of-way, provided that the sign does not project more than eighty percent (80%) of the distance between the right-of-way line and back of curb line, and there is a minimum of eight feet (8') vertical clearance under the sign
 - 2. A political sign is allowed in right-of-way subject to the remainder of the applicable sign regulations in this section and in the following table.
- J. No permanent sign is allowed on or over a public utility easement.
- K. A permanent sign may be allowed over but not on a municipal easement, upon approval by the Municipal Services Director.
- L. Every sign shall be maintained in a safe and secure manner. A torn, broken, hazardous, dilapidated, or outdated sign, as determined by the Building Official, shall be repaired, replaced, or removed.
- M. The City Engineer shall review each application for a sign permit for sight distance. The City Engineer shall consider whether a sign would be located or constructed so as to obscure or obstruct an official traffic sign, signal, or device, or obstruct a motorist's view of approaching, merging, or intersecting traffic before approving or disapproving the application.
- N. Internal or external sign lighting shall be shaded, hooded, site screened, or directed so that the light's intensity or brightness shall neither adversely affect adjacent or nearby property, nor create a public nuisance, nor create a traffic hazard.

O. A sign may be located within the front or exterior yard (as defined in sections 18.06.630 and 18.06.650 of this title) but shall not be located in the interior side or rear yard (as defined in sections 18.06.650 and 18.06.640 of this title).

P. Where electronic signs are allowed, the following conditions apply:

1. The message shall have a static display time of at least two (2) seconds after moving on to the signboard, with all segments of the total message to be displayed within ten (10) seconds.
2. Displays may travel horizontally or scroll vertically onto electronic signboards, but must hold in a static position for two (2) seconds after completing the travel or scroll.
4. Electronic signs requiring more than four (4) seconds to change from one (1) single message display to another shall be turned off during the change interval.
5. No electronic sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed eight thousand (8,000) nits or equivalent candelas during daylight hours, or one thousand (1,000) nits (illuminative brightness measurement), or equivalent candelas between dusk and dawn. Signs found to be too bright shall be adjusted as directed by the City of Moses Lake.
6. Minimum height for the sign shall be thirteen feet (13') from grade of the adjacent roadway to the bottom of sign.
7. The sign background shall not be white in color. White lights shall not be used as the sign background.
8. Businesses, churches, or schools are allowed changeable signs providing that changeable displays in residential zones shall be turned off between the hours of 10 p.m. and 7 a.m.

Q. No sign shall be erected or maintained if it is visible from the main traveled way of the interstate or primary system except as permitted by Washington Administrative Code Chapter 468-66 entitled HIGHWAY ADVERTISING CONTROL ACT or Revised Code of Washington Chapter 47.42 entitled HIGHWAY ADVERTISING CONTROL ACT - SCENIC VISTAS ACT.

R. Signs constructed of temporary sign materials, as defined in Section 18.58.020.TT, shall not be used as a permanent sign. Any sign that does not currently meet this standard must be removed within ninety (90) days.

SIGN REGULATIONS

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Abandoned	P	NA	NA	NA	NA
Architectural Appendage	A	Sign may be flush-mounted or suspended under the architectural appendage	see Building sign	R	Sign allowed only in commercial and industrial zones. If the sign is suspended, there shall be at least 8' clearance above grade.
Billboard	P	NA	NA	NA	NA

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Building	See specific types of building signs	See specific types of building signs	The total area of building signs shall not exceed 25% of the overall area of each facade. None of this allowance is transferable from one facade to another facade. No individual building sign shall exceed 15% of the overall area of a facade.	See specific types of building signs	Sign allowed in commercial, industrial, agricultural, and municipal airport zones. Allowed in R-3 Zone on a site with a conditional use, with review and approval of the Planning Commission according to Section 18.58.110 of this chapter.
Changeable Copy	A	25' for Free-standing, Freeway or Freeway Interchange sign, or wall height for Wall sign	See Building, Freeway or Freeway Interchange, Free-standing, or Temporary Free-standing or Portable sign	R	Sign allowed only in commercial and industrial zones.
Community	A	See Building or Free-standing signs.	See Building, Free-standing, and Temporary Free-standing or Portable signs for other sign area regulations.	R if free-standing sign; NR if building sign	Sign allowed only in commercial, industrial, and public zones. Sign shall be temporary.
Construction	A	8'	32 sq. ft. per street frontage per construction site	NR	Sign may be erected a maximum of 30 days prior to start of construction, and shall be removed within 30 days after the end of construction. Sign shall be non-illuminated. Limited to one sign per street frontage per site.
Dilapidated or hazardous condition as determined by Building Official	P	NA	NA	NA	NA
Directional	A	6' for Free-standing sign; same as for Wall sign.	8 sq. ft. per sign	R	Sign allowed only in commercial and industrial zones
Directory	A	Same as for Free-standing, and Freeway or Freeway Interchange sign	See Building, Freeway or Freeway Interchange, or Free-standing sign	R	Sign allowed only in commercial and industrial zones, or on a site with a conditional use in the R-3 Zone. Prior to issuance of a sign permit, a sign for a conditional use in the R-3 Zone shall require Planning Commission review and approval according to Section 18.58.110 of this chapter.
Electronic	A	25'	50 sq. ft. per site	R	Sign allowed only in Commercial, Industrial, and Public Zones. Additional requirements for electronic signs are found in Section 18.58.030, Sign Regulations

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Flashing	P	NA	NA	NA	NA
Freeway or Freeway Interchange	A	45'	350 sq. ft. per site	R	Allowed only in commercial and industrial zones
Free-standing	A	25'	150 square feet per site in a commercial or industrial zone, except that a site which has street frontage exceeding 300 lineal feet is allowed 150 square feet per increment of 300 lineal feet of street frontage. A site where there is a conditional use in the R-3 Zone is allowed any combination of free-standing and building signs not to exceed a total of 12 square feet, except as provided in Other Sign Regulations in this row.	R	Sign allowed only in commercial and industrial zones or on a site where there is a conditional use in the R-3 Zone. A site without street frontage shall be limited to one free-standing sign structure. The number of free-standing sign structures that are allowed on a site with street frontage shall be limited to two per increment of 300 lineal feet of street frontage. If a site exceeds one free-standing sign structure, then the structures shall be separated a minimum of 100 lineal feet. Landscaping (as defined in section 18.57.030.A of this title) is required around the base of a new free-standing sign. The landscaping perimeter for a pole sign shall be not less than the largest sign dimensions as vertically projected to the ground. The landscaping perimeter for all other free-standing signs shall be not less than 1' larger than the base of the sign structure. Prior to issuance of a sign permit, a free-standing sign on a vacant site, or where there is a conditional use in the R-3 Zone, shall require Planning Commission review and approval according to Section 18.58.110 of this chapter.
Garage Sale	A	NA	NA	NR	Sign allowed in all zones. The sign shall not be displayed for more than four consecutive days.
Government Flags	E	NA	NA	NA	NA
Home Occupation	A	Same as for Wall sign	2 sq. ft. per residential dwelling unit with home occupation license	R	Sign shall be a non-illuminated wall sign. Limited to one sign per residential dwelling unit with home occupation license.
Incidental	A	Same as for Wall, Freeway, Freeway Interchange, and Freeway signs	2 sq. ft. per sign	NR	Shall be non-illuminated and on-site.
Monument	A	8'	Same as for Free-standing Sign	R	Sign allowed only in commercial and industrial zones
Non-conforming	See Section 18.58.090 for limitations on non-conforming signs				
Official Sign or Legal Notice	E	NA	NA	NA	NA

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Open, Closed, Business Hours, Address, or Greeting	E	NA	NA	NA	NA
Political (candidate or issue)	A	NA <u>8'</u>	NA <u>32 square feet per sign</u>	NR	Shall be removed within 10 days after an election. May be located on private property with permission from property owner. May be placed in right-of-way adjacent to the private property of the abutting land owner and only with the permission of the private property owner/abutting land owner, provided that it is not in a location or condition that is prohibited.
Private Warning/ Directional	E	NA	NA	NA	NA
Projecting Sign	A	Same as for Wall or Architectural Appendage sign	See Building sign	R	See Section 18.58.030 I of this chapter
Public or Recreational Identification	A	Same as for Free-standing or Building sign	See Free-standing or Building sign	R	Allowed in commercial, industrial, and public zones
Public Zone (other than Public or Recreational Facility Identification signs)	A	Same as for Free-standing or Building sign	see Free-standing or Building sign	R	Requires Planning Commission approval according to Section 18.58.110.
Real Estate - Other	A	8' for Free-standing Sign; wall height for Building Sign	32 sq. ft. per sign	NR	Shall be non-illuminated. Shall be removed from display within five days after sale, lease, or rent.
Real Estate - Residential Lot	A	No limit <u>8'</u>	6 sq. ft. per sign	NR	Shall be non-illuminated. Shall be removed from display within one day after sale, lease, or rent.
Residential Identification	A	8'	32 sq. ft. per site	R	Allowed in residential zones. Requires Planning Commission review and approval according to Section 18.58.110 of this chapter.
Residential Subdivision	A	8'	32 sq. ft. per residential subdivision, manufactured home binding site plan or residential planned development	R	<u>N/A</u> A

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Roof	A	10' above roof height as measured from intersection of the roof and lowest point of the sign, sign structure, or point of attachment	See Building sign	R	Allowed in commercial and industrial zones.
Sandwich Board	A	4'	8 sq. ft. each face	R	Sign allowed only in commercial and industrial zones. May be located in right-of-way adjacent to the site that is the object of the sign with <u>Community Development Department</u> , Planning Commission recommendation and City Council approval. Otherwise, sign shall be on-site. Shall be removed from display at the end of each business day.
Sign which could be confused with or obstructs the view of a traffic sign or signal, as determined by City Engineer	P	NA	NA	NA	NA
Sign which restricts ingress to or egress from a building	P	NA	NA	NA	NA
Sign on vehicle other than Vehicle sign	P	NA	NA	NA	NA
Temporary Sign on Fence	A	Height of fence	32 sq. ft. per street frontage	NR	Allowed only for community signs, as defined in this chapter
Temporary Sign on free-standing structure or Portable	A	See Free-standing if on free-standing structure; 8' height if portable	32 sq. ft. per street frontage per site. If no street frontage, then 32 sq. ft. per site. The total sign area shall be restricted to one, contiguous, designated area per street frontage. The designated area shall not exceed 12 lineal feet parallel to street frontage.	R - one time per location. Ownership change of business license requires new sign permit.	Allowed only in commercial and industrial zones. Sign shall be repaired, replaced, or removed when torn, worn, broken, or dilapidated. Sign shall be specific to a product or event, and shall not include the business name or hours. Off-site signs shall not be allowed, except that the Planning Commission may allow a temporary sign on a vacant site pursuant to 18.58.100.
Temporary Gas Pump	A	NA	2 sq. ft. per sign, one sign per dispenser	NR	NA

Sign Type	Prohibited, Allowed, or Exempt	Maximum Sign Height	Maximum Sign Area	Sign Permit	Other Sign Regulations
Temporary Sign On Wall	A	Same as Wall sign	See Building sign Signs shall be framed. One sign per building allowed if unframed.	NR	Allowed only in commercial and industrial zones. Sign shall be repaired, replaced, or removed when torn, worn, broken, or dilapidated. Sign shall be specific to a product or event, and shall not include the business name or hours. Off-site signs shall not be allowed. Signs shall not be located on out buildings.
Traffic Control	E	NA	NA	NA	NA
Vehicle	A	Flush-mounted to vehicle	NA	NR	Non-illuminated
Wall	A	The sign shall be contained within the outline of the facade.	See Building sign	R	NA
Window or Door	A	The sign shall be contained within the perimeter of the window or door	See Building sign	N R for temporary sign; R for permanent sign	NA
A = Allowed E = Exempt NA = Not Applicable NR = Not Required P = Prohibited R = Required					

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

Jon Lane, Mayor

ATTEST:

Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

June 1, 2011

TO: City Manager for Council Consideration
FROM: Municipal Services Director
SUBJECT: Ordinance - Utility System Development Charges - 1st Reading

Attached is an ordinance with the annual adjustment to the utility system development charges, by the December to December CPI.

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

Respectfully submitted

A handwritten signature in black ink, appearing to read "Gary A. Harer". The signature is written in a cursive, flowing style with a large initial "G" and "H".

Gary Harer, PE/PLS
Municipal Services Director

GA:jt

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 3.62 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "UTILITY SYSTEM DEVELOPMENT CHARGES"

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

Section 1. Chapter 3.62 of the Moses Lake Municipal Code entitled "Utility System Development Charges" is amended as follows:

3.62.010 Water System Development Charges: A system development charge (SDC) shall be assessed on all properties that connect to the City's water system, in the amount shown below. The charge shall be paid before the City will turn on the water service and before the City will activate a water service account. The charge shall be shown on the Utility Service Request form. For multiple services, the water system development charge shall be due for each water service that is activated.

Meter Size	Water SDC
3/4"	\$1,059 1,049
1"	\$1,800 1,783
1½"	\$3,491 3,459
2"	\$5,608 5,557
3"	\$10,581 10,486
4"	\$21,160 20,971
6"	\$44,112 43,718
8"	\$83,682 82,935
10"	\$128,031 126,889

3.62.020 Sewer System Development Charges: A system development charge (SDC) shall be assessed on all properties, in the amount shown below, that connect to the City's sewer system. The charge shall be paid prior to discharging into the City's sewer system. The charge shall be shown on the Utility Service Request form. For properties with multiple water services, the sewer system development charges shall be due for each water service that is activated; except that sewer system development charges shall not be due for water services that are irrigation only services.

Water Meter Size to Property	Sewer SDC
3/4"	\$374 370
1"	\$637 631
1½"	\$1,232 1,221
2"	\$1,982 1,964
3"	\$3,735 3,701
4"	\$7,470 7,403
6"	\$15,573 15,434

Water Meter Size to Property	Sewer SDC
8"	\$29,539 29,275
10"	\$45,219 44,815

3.62.021 Rate Indexing: Water and sewer system development charges shall be revised after 2009 and every year thereafter by an amount equal to the increase in the All Urban Consumers, All West B/C City Average, December to December, Consumer Price Index (CPI). The increase shall be rounded up to the next \$1.00 increment. The increases shall be computed by the Municipal Services Finance Department and confirmed by City Council action at a regular City Council meeting. The rate increases will be effective on July 15 ~~June 1~~ following the City Council approval.

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 June 28, 2011.

Jon Lane, Mayor

ATTEST:

Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

June 8, 2011

TO: City Manager for Council Consideration
FROM: Community Development Director
SUBJECT: Ordinances - Amend 17.15 and 17.18 - 1st Readings

Attached are ordinances which amend Chapter 17.15, Requirements for Plats and Site Plans, and Chapter 17.18, Binding Site Plan. The amendments are minor in nature and include adding a signature line for the Auditor, changing survey to binding site plans, and adding the Treasurer's Certificate.

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

Respectfully submitted

A handwritten signature in black ink, appearing to be 'GA', is written above the printed name of the sender.

Gilbert Alvarado
Community Development Director

GA:jt

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 17.15 OF THE MOSES LAKE MUNICIPAL CODE ENTITLED "REQUIREMENTS FOR PLATS AND SITE PLANS"

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

Section 1. Chapter 17.15 of the Moses Lake Municipal Code entitled "Requirements for Plats and Site Plans" is amended as follows:

17.15.030 Specific Plat Requirements: Final plats shall include all survey map requirements required by state law, all requirements pertaining to the preliminary subdivision approval, and the following specific items.

- A. A title box shall be on all sheets of the plat, and shall identify the business name of the firm or land surveyor that performed the survey.
- B. Each sheet of the plat shall have a sheet identification number such as "Sheet 1 of 2".
- C. Each sheet shall have an identical heading at the top of the sheet. The heading shall be written per the following format, with modifications approved such that an accurate description is provided for the underlying property:

(Name of the subdivision) Short Plat (or Major Plat)

If applicable - A Replat of (list the underlying subdivision; or the portion thereof, with lot and block numbers)

A Portion of the _____ 1/4 of the _____ 1/4 of Section _____, Township _____ N., Range _____ E. WM., Moses Lake, Grant County, Washington.

- D. The Grant County Auditor's Certificate shall be on sheet 1 as follows:

GRANT COUNTY AUDITOR'S CERTIFICATE

Filed for record this _____ day of _____, _____ at _____ O'clock _____ M. in Book _____ of Plats (or Short Plats) at Pages _____ through _____, records of Grant County, at the request of the City of Moses Lake.

Grant County Auditor

by Deputy Auditor

- E. The Surveyor's Certificate shall be on sheet 1 of the plat as follows:

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of (name of plat owner) in (month), (year).

(Printed Name of Land Surveyor) Certificate Number _____

- F. The address and signature of the Land Surveyor shall be on sheet 1 of the plat.

- G. The seal and date that the land surveyor stamped the plat shall be shown on each sheet of the plat.
- H. The date of the survey shall be shown on the first sheet of the plat.
- I. The north arrow, which is based on the bearing datum, shall be shown on each sheet that includes survey maps or vicinity maps.
- J. A bearing datum and vertical datum shall be described on the first sheet of the plat, and the primary control points for the datums shall be shown on the plat. The primary control points shall be existing monuments that were found during the survey for the plat. Survey information about the primary control points shall be shown on the plat, which information shall tie the primary control points to the plat boundaries. The NAD 83 South Zone is authorized as the basis of bearing and elevation for the primary control points. When NAD 83 is used to define the elevation of the vertical datum monument, the difference between the NAD 83 elevation and the USBR elevation shall be shown on the plat for that monument.
- K. All subdivision boundaries, block boundaries, and lot boundaries shall be identified by straight line segments and curve segments.
- L. All line segments and curve segments that are described in the legal description shall be shown on the plat.
- M. All straight line segments on the plat shall include a bearing and a distance.
- N. All bearings shall be based on the approved bearing datum shown for the survey. The bearings shall be in degrees, minutes, and seconds; to the nearest second.
- O. All distances shall be to the nearest one-hundredth of a foot.
- P. When a line segment is compiled as several line segments, the dimensions shall be rounded as necessary such that the summation of all line segments shall be equal to the distance shown for the larger line segment or segments.
- Q. Where a distance and bearing is shown on the plat, which bearing and distance spans more than two (2) points, leader lines shall be provided to clearly show the end points of the described line segment.
- R. All curves on the plat shall include delta angles, curve lengths, curve radii, and tangent lengths.
- S. When curves or line segments are labeled and the information is listed in a table, the curves and line segments shall be labeled consistently from one page to the next.
- T. Information about line segments and curves shall be shown on the same sheet that the line segment or curve is shown.
- U. All boundaries for existing and proposed right-of-way, municipal easements, public land, and public utility easements, within and abutting the subdivision boundaries, shall be labeled on the plat and defined by the survey.
- V. A graphical scale shall be shown for each survey map. Plat scales shall be drawn one hundred feet (100') per inch, or at an alternate scale that is approved by the Municipal Services Director. Alternate scales shall be at ten (10), twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet per inch; or multiples of ten (10) to these six (6) scales.

- W. Street names shall be shown on the plat for all streets being dedicated on the plat. Street names are authorized if they can be printed on a standard street name sign, they are not similar sounding to existing street names in the vicinity of Moses Lake, and they are not offensive in nature. Approved street names shall be shown on the final plat mylars.
- X. Final mylar plats shall be suitable for microfilming and digital filing, such that the quality of the microfilm and digital file are not diminished.
- Y. Final mylar plats shall be drawn without cross hatching, shading, and other highlighting techniques that diminish the legibility of the details or text on the plat.
- Z. All drafting details and text shall be drawn on the plat such that they are not overlapping and all details and text are distinguished independently from each other.
- AA. All text on the plat shall be no smaller than eight hundredths (0.08) of an inch, except that a smaller text is authorized on vicinity maps and land surveyor seals, provided that the smaller text is legible.
- BB. Final mylar plats shall not include adhesive materials affixed to the surface.
- CC. Information shall be shown on the plat to describe the permanent monuments that are shown for the survey. Such information shall include the type and size of monument, type of encasement, and the latest date for all monuments found, established, or reestablished. Information about the monuments shall include the condition of the monument. If the monument defines a section corner, street intersection, or property boundary, that information shall be shown on the plat.
- DD. Information should be shown on the plat when measured line segments and curves are at variance with existing deed calls. Contrasting information shall be clearly identified and referenced such that it is not mistaken for the current survey information.
- EE. The elevations of all subdivision boundary corner monuments shall be shown, with respect to the vertical datum. Elevations shall also be shown for existing monuments that are used to tie the subdivision boundary to the primary control monuments.
- FF. All ambiguities, hiatuses, and overlapping boundaries shall be identified on the plat.
- GG. Final mylar plats shall be either photo mylar with a fixed halide base, or permanent black ink on mylar that is coated with a suitable substance to assure permanent legibility.
- HH. All signatures and writing on final mylar plats shall be in permanent, black ink.
- II. All sheets shall have blank borders of two inches (2") on the left margin, three-fourths inch (3/4") on the top border, and one-half inch (1/2") on the remaining two (2) margins.
- JJ. All sheet sizes shall be eighteen inches (18") by twenty-four inches (24").
- KK. A vicinity map shall be shown on the first sheet of the plat. The vicinity map shall show sufficient property surrounding the plat such that the secondary streets in the area are shown. All existing streets within the area of the vicinity map shall be labeled. The Municipal Services Director may approve the vicinity map to be placed on the second sheet of the plat due to space constraints on the first sheet. The scale of the vicinity map shall be shown.

- LL. All USBR irrigation and drainage water right-of-ways within and abutting the subdivision shall be shown and labeled on the plat, with sufficient information, such that the location is defined with respect to the subdivision boundaries.
- MM. Areas that abut the subdivision shall be identified on the plat, including public areas, such as parks, streets, and playgrounds. Sufficient information shall be shown on the plat such that the locations of these areas can be determined with respect to the boundary corners of the subdivision.
- NN. Information about existing recorded right-of-way, municipal easements, public land, and public utility easements within or abutting the subdivision shall be shown on the plat. Copies of said records should be included by the applicant with the preliminary subdivision application. When existing right-of-way, municipal easements, public land, and public utility easements are within the subdivision boundaries, the properties should be vacated or abandoned with the recording of the plat, and rededicated on the plat if required by the preliminary subdivision approval.
- OO. Names of existing subdivisions that abut the boundaries of the subdivision, or which existing subdivisions abut adjacent right-of-way to the subdivision, shall be shown on the plat. When the adjacent property is unplatted, the property shall be labeled as "unplatted".
- PP. All municipal dedications provided by the owner upon recording the plat shall be explicitly shown on the plat. Municipal dedications shall be accompanied by the note "Dedicated to the City of Moses Lake".
- QQ. Other dedications of public land shall be explicitly shown and described with sufficient language to establish that the dedication is provided with the recording of the plat.
- RR. Transmission line easements are authorized to be shown on the plat, provided that sufficient information is shown to describe the location of the easements with respect to the subdivision. Other private easements shall not be shown on the plat, but recorded documents of private easements may be required for review purposes.
- SS. All municipal boundaries, township lines, section lines, and street centerlines shall be shown on the plat if said lines are within the range of the survey or adjacent to the subdivision. Any of the said lines that are coincident with each other shall be identified as such on the plat.
- TT. Abbreviations that are used on the plat shall be defined in the legend for the plat. However, the following abbreviations that are defined below do not require a definition in the plat legend.

±	more or less
AFN	auditor's file number
B.C.	brass cap
E., W., N., S	East, West, North, or South, respectively
in.	inch
I.P.	iron pipe
ft.	foot
M.L.	Moses Lake
Mon.	monument
Mun. Esmt.	municipal easement
No.	number
PLS	land surveyor
P.U. Esmt.	public utility easement
R	range

Rebar	reinforcing steel bar
R.O.S.	record of survey
ROW	right-of-way
S	Section
Sq.	square
T	Township
USBR	United States Bureau of Reclamation
W.M.	Willamette Meridian

- UU. Each lot area shall be shown on each lot of the plat, or within a table. If a table of lot sizes is provided, the table shall be on the same sheet as the lots it pertains to.
- VV. A legend shall be provided on each sheet to define line types, abbreviations, and symbols that are used on the sheet.
- WW. Approvals statements for short subdivisions shall be included on the last sheet or sheets of the plat as follows.

EXAMINED AND APPROVED by the Moses Lake City Engineer on _____, 20____.

City Engineer

EXAMINED AND APPROVED by the Community Development Director on _____, 20____.

Community Development Director

EXAMINED AND APPROVED by the Moses Lake City Manager on _____, 20____.

City Manager

- XX. Approvals statements for major subdivisions shall be included on the last sheet or sheets of the plat as follows.

EXAMINED AND APPROVED by the Moses Lake City Engineer on _____, 20____.

City Engineer

EXAMINED AND APPROVED by the Planning Commission on _____, 20____.

Planning Commission Chairman

EXAMINED AND APPROVED by the City Council on _____, 20____.

City Manager

- YY. Dedication and acknowledgment statements shall be on the last sheet or sheets of all plats as follows.

Dedication: The owner(s) of the land described herein in fee simple is(are) [insert name(s) of owner(s) as shown on the title certificate]. The owner(s) declare(s) this plat and

dedicate(s) to the public forever, all streets, roads, alleys, easements or whatever public property that is shown on this plat for any and all public purposes not inconsistent with the uses shown on this plat and do hereby grant a waiver of all claims for damages against any governmental authority arising from the construction and maintenance of public property within the subdivision.

Dated _____ Signed _____

Acknowledgment

State of Washington
County of Grant

I certify that I know or have satisfactory evidence that [insert name(s) of owner(s) as shown on the plat certificate] signed this Dedication on this plat, and I acknowledge the signature(s) for the Dedication to be a free and voluntary act for the uses and purposes mentioned in the Dedication.

Dated _____

Signature of Notary Public
My appointment expires _____

- ZZ. The Grant County Treasurer's Certificate shall be included on the last sheet or sheets of all plats as follows.

Treasurer's Certificate: I hereby certify that all taxes and assessments now due and payable according to the records of Grant County, including _____ advanced taxes, have been fully paid.

Grant County Treasurer Date

- AAA. The Grant County Assessor's Approval is not required. If the Grant County Assessor's Approval is included, it shall be on the last sheet or sheets of plats as follows.

Examined and approved by the Grant County Assessor on _____, 20_____.

Grant County Assessor/Deputy Assessor



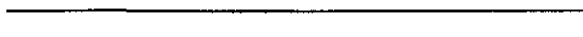
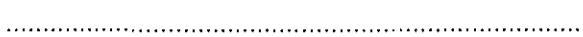
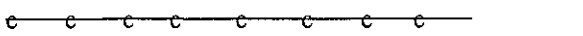
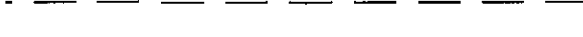

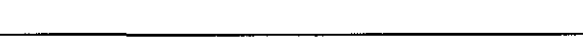

- BBB. All existing and proposed covenants, approved with the plat, shall be recorded separately from the plat, and shall be noted on the first sheet of the plat as follows.

Covenants: Covenants, as approved with the plat, are recorded as a separate document under Auditor's File Number _____, Records of Grant County, Washington.

- CCC. The legal description shall be on the last sheet or sheets of the plat. All boundary information on the legal description shall be shown on the plat. If the legal description is different from the survey information shown on the plat, the information from the legal description shall be referenced on the survey, to clearly identify the lines being described by the legal description.

- DDD. The following line types are defined for consistency between plats in the City of Moses Lake. Line types that are used on a plat shall be as shown in the legend below, and shall

be defined on the plat legend. Where the line types shown and described coincide with each other or with other described line types, the line type that is closer to the top of the list shall be the dominant line shown on the plat.

Subdivision Boundary Line	
Block Boundary Line	
Lot Boundary Line	
Underlying Subdivision Lines	
City Limit Line	
Right-of-Way Line	
Centerline	
Easement Lines	
Section Line	
Other Line	(As defined on the plat legend)

EEE. All lot numbers and block numbers for the subdivision shall be Arabic numerals.

FFF. All blocks shall be consecutively numbered, beginning with the number 1.

GGG. All lots within a single block shall be consecutively numbered, beginning with the number 1.

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

Jon Lane, Mayor

ATTEST:

Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 17.18 OF THE MOSES LAKE MUNICIPAL
CODE ENTITLED "BINDING SITE PLAN"

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

Section 1. Chapter 17.18 of the Moses Lake Municipal Code entitled "Binding Site Plan" is amended as follows:

17.18.020 Binding Site Plan Conditions and Requirements:

A. General Conditions and Requirements:

1. Binding site plan shall only be submitted for property that is currently platted or is in the process of being platted. Binding site plan applications shall include a preliminary record of survey for the binding site plan. A record of survey for a binding site plan shall not be recorded until the underlying plat has been recorded, and until the record of survey has been approved by the City Manager.
2. Binding site plan applications should be processed simultaneously with the application for subdivisions, re-zones, deviations, planned development districts, building site plan approvals, and similar quasi-judicial or administrative actions to the extent those procedural requirements applicable to these actions permit simultaneous processing.
3. The binding site plan shall be comprised of a single lot.
4. Binding site plans shall be recorded as a record of survey.
5. A commercial or industrial binding site plan authorizes a sale or transfer of a parcel. The binding site plan and all of its requirements shall be legally enforceable on the purchaser or other person acquiring ownership of the parcel. The sale or transfer of such parcel in violation of the binding site plan, or without obtaining a binding site plan approval, is an illegal act in violation of state law and shall be restrained by injunctive action.
6. Manufactured home park and recreational vehicle park binding site plans do not authorize the sale or transfer of ownership of a parcel of the binding site plan.
7. Alteration of an approved binding site plan shall be accomplished by submitting a new binding site plan application to the Community Development Director. The amended binding site plan shall comprise the entire original binding site plan, with the revised parcels shown clearly on the new record of survey for the altered binding site plan. The altered binding site plan shall be processed subject to all the procedures and requirements of this chapter.
8. All improvements within the binding site plan boundaries shall be privately held and maintained by the property owners, except that the water meters shall be owned by the City. The meters shall be installed at locations approved by the Municipal Services Director. A municipal easement shall be filed with the Grant County Auditors's Office concurrently with the record of survey for the original binding site plan, to allow the City Water Division to access the water meters and to flush the water system; and for all records of surveys for revised binding site plans if the municipal easement is not already provided.

All water and sewer mains and appurtenances shall be constructed per the current Community Street and Utility Standards. Construction and permits shall be in accordance with Chapter 12.16.

9. The binding site plan shall comply with all zoning and health regulations. The survey and drafting standards for records of survey shall comply with all the regulations set forth in state law.
10. The binding site plan shall be consistent with the Comprehensive Plan.
11. Environmental information shall be prepared and submitted by the applicant in accordance with the guidelines established under the State Environmental Policy Act of 1971, as amended. Said information is a part of and shall accompany the binding site plan application.
12. Binding site plans shall be approved, disapproved, or returned to the applicant for modification within ninety (90) days from the date of filing unless the applicant consents to an extension of such time period. Provided that, if an Environmental Impact Statement is required by state law, the ninety (90) day period shall not include the time spent preparing and circulating the Environmental Impact Statement by the local governmental agency.

B. Specific Conditions and Requirements:

1. Prior to submitting a binding site plan application, the applicant shall schedule a pre-application conference with the Community Development Department. The applicant shall present a conceptual idea of the binding site plan. The Community Development Director and representatives of affected City departments will respond informally and address potential items of concern to aid the applicant in preparing the binding site plan.
2. The binding site plan application and record of survey shall be filed with the Community Development Department on forms prescribed by the Community Development Department. Said application shall be accompanied by four (4) full-size copies of the record of survey for the binding site plan, one (1) eleven inch (11") by seventeen inch (17") reduction of the record of survey, and a plat certificate that is dated within thirty (30) days of the application.
3. The record of survey for a binding site plan shall be a neat and accurate drawing in black permanent ink prepared, stamped, and signed by a land surveyor. The trimmed size of the record of survey shall measure eighteen inches (18") by twenty-four inches (24") with a two inch (2") margin on the left margin, a three-fourths inch (3/4") margin on the top, and a half inch (1/2") border on the remaining two (2) margins. The record of survey shall be drawn on two (2) or more sheets if the scale necessary to accommodate the map on one (1) sheet would unduly congest the drawing.
4. The applicant shall pay a non-refundable fee per Chapter 3.54 at the time of application.
5. All public dedications shown on the plat being overlaid shall be shown on the record of survey for the binding site plan.
6. The record of survey for a binding site plan shall contain the following:
 - a. The title to read as follows:

(NAME OF THE SUBDIVISION, LOT, AND BLOCK)
(TYPE OF) BINDING SITE PLAN
A Record of Survey

- b. All existing streets, municipal easements, and public utility easements, including those shown on an underlying preliminary subdivision.
- c. Parcel locations including dimensions and number or letter designations.
- d. Distances and bearings for line segments for each parcel, and length, delta angle, and radius for all curved lines for each parcel.
- e. The names of all subdivisions immediately adjacent thereto.
- f. The scale of the record of survey for a binding site plan shall be drawn one hundred feet (100') per inch, or at an alternate scale that is approved by the Community Development Director. Alternate scales shall be at ten (10), twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet per inch; or multiples of ten (10) to these six (6) scales. A graphical scale shall be included on the record of survey.
- g. A vicinity map at a sufficient scale that shows the location of the binding site plan.
- h. Surveyor's Certificate:

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of _____ in _____, 20____.

Name of Person
(Signed and Sealed) _____
Certificate No. _____

- i. Auditor's Certificate:

Filed for the record this _____ day of _____, 20____ at _____ M. in book _____ of binding site plans surveys at page _____ at the request of the City of Moses Lake.

Grant County Auditor

by Deputy Auditor

- j. The Grant County Treasurer's Certificate shall be included on the last sheet or sheets of all plats as follows.

Treasurer's Certificate: I hereby certify that all taxes and assessments now due and payable according to the records of Grant County, including _____ advanced taxes, have been fully paid.

Grant County Treasurer

Date

~~kj~~ Approvals:

Examined and approved by the Moses Lake City Manager on _____, 20 ____.

City Manager

7. If the binding site plan is a re-division of an existing binding site plan, the parcels of the preceding binding site plan shall be shown by dotted lines in their proper positions in relation to the new arrangement of the binding site plan, the new binding site plan being so clearly shown in solid lines as to avoid ambiguity.
8. The applicant's land surveyor shall set all required monuments and shall stake all parcel corners as shown on the record of survey before the binding site plan is submitted for approval.

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

Jon Lane, Mayor

ATTEST:

Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney



June 3, 2011

Honorable Mayor and
Moses Lake City Council

Dear Council Members

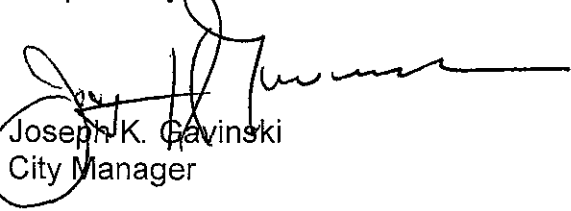
Attached is a proposed ordinance granting a franchise to Northland Cable Television, Inc. to operate and maintain a cable system in the City of Moses Lake and setting forth conditions accompanying the grant of franchise.

The current franchise with Northland Cable Television expires on March 31, 2012. Northland has been requesting a new franchise. Therefore, I am providing this proposed ordinance granting the franchise to Northland Cable. This franchise is for a 10 year period and will expire on March 31, 2022.

This proposed franchise is much like the franchise granted last time except that this franchise imposes the 3% utility occupational tax where as the last franchise did not.

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

Respectfully submitted



Joseph K. Gavinski
City Manager

JKG:jt

ORDINANCE NO.

AN ORDINANCE GRANTING A FRANCHISE TO NORTHLAND CABLE TELEVISION, INC. TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MOSES LAKE AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE.

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

Section 1. Findings: Northland Cable Television, Inc., DBA Northland Cable Television ("Northland" or "Grantee") desires to operate a cable system in the rights-of-way of the City of Moses Lake ("City" or "Grantor"). Negotiations between Northland 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 Northland Cable Television, Inc. 2002 Franchise (this "Franchise") and shall provide as follows.

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SECTION 1. DEFINITIONS: For the purposes of this Franchise 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 that 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" means 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, and as otherwise defined or permitted by the FCC from time to time.
- 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 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 Cable Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of Cable Service directly to Subscribers; (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 or any successor agency thereto.
- 1.10 "Franchise" means the non-exclusive and revocable authorization or renewal thereof for the construction, operation, upgrade, rebuild or maintenance of a Cable System within the Franchise Area such as is granted by this Ordinance, whether such authorization is designated as a franchise, license, resolution, contract, certificate, agreement or otherwise. This Franchise is an agreement between the City of Moses Lake and Northland.
- 1.11 "Franchise Area" means the area within the jurisdictional boundaries of the City of Moses Lake, Grant County, Washington, including any areas annexed by Grantor during the term of this Franchise.
- 1.12 "Grantee" means Northland Cable Television, Inc. DBA Northland Cable Television or its lawful successors and assigns.
- 1.13 "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, 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 to Grantee from the operation of its Cable System to provide Cable Service

within the Franchise Area. "Gross Revenues" shall not include Subscriber leased or purchased equipment related to Cable Service reception, advertising sales, customer 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.

- 1.14 "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.
- 1.15 "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 Franchise.
- 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 (dedicated for compatible uses), 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 serving the Franchise Area.
 - 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. Grantor hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Streets within the Franchise Area to construct, operate, maintain, reconstruct, replace, upgrade and repair a Cable System for the purpose of providing Cable Services subject to the terms and conditions set forth in this Franchise.
- B. This Franchise is intended to convey limited rights and interests only as to those Streets in which the Grantor may lawfully convey such rights and interests. It is not a warranty of title or interest in any right-of-way; it does not provide the Grantee any interest in any

particular location within the right-of-way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the Grantor of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the Grantor's Streets covered by this Franchise, including without limitation the right to perform work on its roadways, right-of-way or appurtenant drainage facilities, including constructing, altering, paving, widening, grading, or excavating thereof.

- C. This Franchise is subject to the general lawful police power of Grantor affecting matters of municipal concern and not merely existing contractual rights of Grantee. Nothing in this Franchise shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted by Grantor.
- D. This Franchise authorizes Grantee to engage in providing Cable Service. This Franchise shall not be interpreted to prevent the Grantor from imposing additional conditions, including additional compensation conditions for use of the rights-of-way should Grantee provide service other than Cable Service. However, this Franchise shall not be read as a concession by Grantee that it needs authorization to provide service other than Cable Service.
- E. Grantee promises, as a condition of exercising the privileges granted by this Franchise, Grantee will comply with the terms and conditions of this Franchise.

2.2 Use of Public Streets and Ways: Subject to Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the public Streets within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances, regulations and procedures, must obtain any and all necessary permits from the Public Works Department prior to commencing any construction activities. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the streets within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, Grantor is entitled to fair compensation to be paid for these valuable rights throughout the term of this Franchise.

2.3 Duration:

- A. The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be from the effective date of this Franchise through March 31, 2022.
- B. If Grantee successfully completes an upgrade as set forth in Section 10, and if such upgrade is confirmed by the City, which confirmation will not be unreasonably withheld, then Grantee shall be entitled to an automatic five (5) year extension of the Franchise term (that is, through March 31, 2017).

2.4 Effective Date: The effective date of this Franchise shall be April 1, 2012, unless Grantee fails to file an unconditional written acceptance of this Franchise and post the security required by Section 5.3 hereof by April 30, 2010, in which event this Franchise shall be null and void, and any and all rights of Grantee to own or operate a Cable System within the Franchise Area under this Franchise are hereby terminated.

- 2.5 Franchise Nonexclusive: This Franchise shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, right-of-way, easement, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit in connection with its exercise of lawful police power. Grantor may at any time grant authorization to use the public rights-of-way for any purpose not incompatible with Grantee's authority under this Franchise 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: 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 to enter into the Grantor's Streets for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Franchise Area or is required to extend Cable Service to under the provisions of Section 11.2 of this Franchise, 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.
- 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. Provided however, in the event of conflicts between provisions of this Franchise and other ordinances of the Grantor, the terms of this Franchise shall prevail except as to health and safety issues.
- 2.8 Relations to Other Provisions of Law: This Franchise 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 all applicable law. This Franchise does not confer rights or immunities upon the Grantee other than as expressly provided herein. 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.
- 2.9 Effect of Acceptance: By accepting this Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce this Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise; and (3) agrees that its will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

- 3.1 Franchise Fee: As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use Grantor's Streets, Grantee shall pay as a Franchise fee to Grantor, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise fees shall commence as of the effective date of this Franchise. 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. The City of Moses Lake, as of the date of the adoption of this ordinance, assesses a three percent (3%) utility occupational tax against cable subscription systems. The tax is subject to change.

- 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 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 Reports: Grantee shall, no later than one hundred twenty (120) days after the end of each calendar year, furnish to the City a statement stating the total amount of gross revenues and all payments, deductions, and computations for the period covered by the payments. Such statement shall be reviewed and certified by an officer of Grantee prior to submission to the City.
- 3.6 Audits: On an annual basis, upon thirty (30) days' prior written notice, at Grantor's sole cost and expense (except as expressly provided below), Grantor shall have the right to conduct an independent audit during normal business hours of Grantee's records reasonably related to the administration or enforcement of this Franchise, 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 copies of all necessary records to the certified public accountant. If the audit shows that Franchise fees have been underpaid by five percent (5%) or more, Grantee shall pay the reasonable fees of the independent certified public accountant within thirty (30) days from receipt of the audit results. If such audit reflects an overpayment, Grantor refund such overpayment to Grantee within thirty (30) days of the audit results. Any such audit shall take place within thirty-six (36) months following the respective calendar year and for records thereof in question.
- 3.7 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.
- 3.8 Alternative Remedies: If any Section, subsection, paragraph, term or provision of this Franchise 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.
- 3.9 Additional Commitments Not Franchise Fees: No term or condition in this Franchise 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 Franchise (e.g. business license fee) 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.

- 3.10 Costs of Publication: Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Franchise and any amendments thereto, as such notice or publication is reasonably required by Grantor or applicable law.
- 3.11 Tax Liability: Payment of the franchise fees under this franchise 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 lawfully imposed by the City.
- 3.12 Payment on Termination: If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by a declaration or affidavit of an officer of the Grantee, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available pursuant to security provided by the Grantee in accordance with Section 5.

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 Franchise 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. Upon written request, not more frequent than monthly, Grantee shall provide to Grantor a complete schedule of applicable rates and charges for Cable Service provided under this Franchise. 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 written or faxed 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.

4.5 Time Limits Strictly Construed: Whenever this Franchise 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 Franchise and sufficient grounds for Grantor to invoke any relevant provision of this Franchise, subject to the notice and cure provisions of Section 14. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the reasonable control of Grantee, such as acts of God (for example, floods, tornadoes, earthquakes, power outages, strikes or walkouts, technical failures 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 Franchise or procure a substitute for such obligation which is reasonably 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. City may hold upon no less than ninety (90) days written notice to Grantee and no more frequently than once per calendar year regular performance evaluation sessions upon the sixty (60) and one hundred twenty (120) month anniversary dates of the effective date of this Franchise. All such evaluation sessions shall be conducted by City and Grantee jointly.
- B. Special evaluation sessions may be held at any time by City during the term of this Franchise upon the same notice as specified in Subsection (A).
- 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 performance evaluation session, Grantee shall submit to the City a plant survey report, or map, reasonably acceptable to the City which includes a description of the portions of the Franchise Area that are cabled and have all Cable Services available, including those areas where the system has been upgraded pursuant to Section 10 of this Franchise if so requested by the City. Such report shall also include the number of miles and location of overhead and underground cable plant. If the City has reason to believe that a portion or all of the Cable System does not meet the applicable FCC technical standards, the City, at its expense, retains the right to appoint a qualified independent engineer to evaluate and verify the technical performance of the Cable

System; provided, Grantor promptly provides Grantee with a copy of such report, at Grantee's cost, and that Grantee has a representative present during any such evaluation and verification.

- F. During evaluations under this Section, Grantee shall cooperate with City and shall provide such information and documents that have been filed with the FCC within the most recent three year period.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Insurance Requirements:

- A. General Requirement. Grantee must have adequate insurance during the entire term of this Franchise to protect against claims for injuries to Persons or damages to property which in any way relate to, arise from, or are connected with this Franchise or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.
- B. Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor from time to time. The Grantee shall obtain policies for the following initial minimum insurance limits:
1. Commercial General Liability: Two-million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a two-and-one-half million dollars (\$2,500,000) aggregate limit;
 2. Automobile Liability: Two-million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage; and
 3. Employer's Liability: Two-million dollars (\$2,000,000).

5.2 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 (the "Claims") solely to the extent the Claims arise out of Grantee's or Grantee's agent's negligent acts or negligent omissions; provided, however, the Grantee will not be obligated to indemnify Grantor or its officers, commissions, agents, or employees should Grantor intervene in any proceeding regarding the grant of this Franchise. This indemnity provision shall include damages and liabilities, if and to the extent such damages and liabilities are a result of Grantee's or Grantee's agent's negligent acts or negligent omissions.
- B. Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee written notice within five (5) days of receiving any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. Failure of Grantor to provide such notice shall result in waiver of Grantee's indemnification obligations with respect to such action; suit or other proceeding otherwise covered by the indemnity in this Section. In the event any such claim arises, the Grantor or any other indemnified party, as defined by this Franchise, 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 ten (10) days of its receipt of the written notice described above. In the event that the Grantee declines defense of the claim in violation of this Section 5.2, the Grantor may defend such claim and seek recovery from Grantee its reasonable expenses for attorneys' fees and other expenses, including expert witness fees, incurred by Grantor for defense and in seeking such recovery.

- 5.3 The provisions of Section 5.2 shall apply to claims by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Grantee acknowledges that the City would not enter into this Franchise without Grantee's waiver thereof.
- 5.4 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 fifteen thousand dollars (\$15,000) 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 fifteen thousand dollars (\$15,000) or the amount of franchise fees paid in the sixtieth month.

SECTION 6. CUSTOMER SERVICE

- 6.1 Customer Service Standards: The Grantee shall reasonably meet or exceed any customer service standards adopted by the FCC so long as they are commercially reasonable.
- 6.2 Subscriber Privacy: Grantee will comply with privacy rights of Subscribers in accordance with federal and state law.
- 6.3 Local Office: Throughout the Franchise term, the Grantee must maintain, at a minimum, one (1) customer service center located in Grant County within ten miles of Moses Lake's city limits which will be open during normal business hours to provide Subscribers the opportunity for the receipt and pickup of Subscriber equipment and for bill payments and complaints. Grantee shall maintain telephones and other equipment so that customer complaints and service requests can be received by Grantee on a 24-hour basis at a toll-free telephone number.
- 6.4 Emergency Broadcast: The Grantee shall cooperate to the extent required by FCC rule or the Cable Act with Grant County Emergency Services (GCES) or its successor agency to accommodate Emergency Alert System information or other information the GCES deems appropriate to be broadcast over the Grantee's system compatible with Grantee's equipment.

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, which are reasonably related and necessary to the administration or enforcement of the terms of this Franchise. 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 Franchise. 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 reasonably 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 Franchise, 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.

B. Grantee shall at all times maintain and allow City reasonable access and the right to review a full and complete set of plans, records and "as built" maps in the Grantee's possession showing the exact location of all Cable System equipment installed or in use in the Franchise Area, exclusive of electronics, Subscriber drops and equipment provided in Subscribers' homes. These maps shall be maintained in a standard format and medium agreed upon by the City and the Grantee.

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 document 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: 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: Grantor may, at its own cost and expense, inspect upon reasonable written request any of Grantee's facilities and equipment to confirm performance under this Franchise at any time upon at least five (5) business days 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 Franchise may be deemed a material violation of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories:

A. Grantee's Cable System shall provide a wide diversity of programming. Grantee shall provide at least the following broad categories of programming to the extent such categories are commercially 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.
- C. The parties expressly agree that the programming described in Section 8.1 (A) represent broad categories of video programming within the meaning of 47 U.S.C. 544(b) (2) (B), as may be amended from time to time.
- 8.2 Parental Control Device: Upon request by any Subscriber, Grantee shall make available a parental control or lockout device; traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and annually thereafter.
- 8.3 Leased Access Channels: Grantee shall comply with the FCC's rules and regulations regarding Leased Access Channels.
- 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 and Grantee continues to serve the Franchise Area. Subject to the *force majeure* provisions of this Franchise, Grantee shall use commercially reasonable 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 Franchise, Grantee shall reasonably cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.
- 8.5 Community Programming Needs: At the written request of the Mayor, but no more than twice during the term of this Franchise, ninety (90) days after a Performance evaluation session as provided in Section 4.6, the Grantee may furnish to all Subscribers along with their monthly service statement, a list of broad categories of programming, and other services available to Grantee. The menu may 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 as soon as commercially practical by the Grantee with any proposed change(s) in programming.
- 8.6 Service for Disabled: To the extent technically feasible and in accordance with FCC requirements, Grantee shall retransmit all closed-captioned signals made available by programmers in conjunction with programming in its line-up and which are provided 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. To the extent technically feasible and in accordance with FCC requirements, Grantee shall maintain the necessary head-end equipment to make Second Audio Program (SAP) features available to Subscribers. Grantee's obligations under this subsection do not extend to providing customer premises equipment.

SECTION 9. GENERAL STREET USE AND CONSTRUCTION

9.1 Construction:

- A. Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Franchise, Grantee may perform all construction necessary for the operation of its Cable System. All construction and maintenance of any and all facilities within Streets incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Grantee shall apply for, and obtain, all permits necessary for construction or installation of any facilities, and for excavating and laying any facilities within the Streets. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits.
- B. Prior to beginning any construction, Grantee shall provide Grantor with a construction schedule for work in the Streets. All construction shall be performed in compliance with this Franchise. When obtaining a permit, Grantee shall inquire about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees and franchisees so as to reduce as far as possible the number of Street cuts.

9.2 Location of Facilities: Grantee shall use the one call locator service prior to performing any excavation in the Grantor's Streets.

9.3 Relocation: Grantor shall have the right to reasonably require Grantee to change the location of any part of Grantee's Cable System within the Streets when the public convenience requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date reasonably established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all reasonable costs and expenses incurred by Grantor due to Grantee's delay. If Grantor requires Grantee to relocate its facilities located within the Streets, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Streets.

9.4 Restoration of Streets:

- A. Whenever Grantee disturbs the surface of any Street for any purpose, Grantee shall promptly restore the Street to at least its prior condition.
- B. All of Grantee's work under this Franchise, and this Section in particular, shall be done in strict compliance with this Franchise rules, regulations and ordinances of Grantor. Prior to making any Street or right-of-way cuts or openings, Grantee shall provide written notice to Grantor.

9.5 Maintenance and Workmanship:

- A. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures, equipment or other facilities that may have been laid in the Streets by, or under, Grantor's authority.
- B. Grantee shall provide and use any equipment necessary to control and carry Grantee's Cable System signals so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, change and improve its facilities to keep them in good repair, and safe and reasonably presentable condition.

9.6 Reservation of Grantor Street Rights: Nothing in this Franchise shall prevent Grantor or utilities owned, maintained or operated by public entities other than Grantor, from constructing sewers; grading, paving, repairing or altering any Street; repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of Grantee's Cable System interferes with the construction or repair of any Street or public improvement, including construction, repair or removal of a sewer or water main, Grantee's Cable System shall be relocated in accordance with 9.3.

9.7 Use of Conduits by Grantor: The Grantee and the City shall grant to each other, free of expense, joint use of any and all poles, ducts, conduits or equipment in the streets or other public places owned by either party for any proper purpose, insofar as the same may be done without interfering with the use and enjoyment of either party's own wires and other facilities and provided that all such joint use shall be in full compliance with all rules, regulations, requirements and conditions of the National Electrical Safety Code prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters affecting electrical installations which may be presently in effect or future amendments thereto as well as being subject to the City's obligations to any other franchise holder with which it may have a similar joint use agreement. Additionally, the City may install or affix and maintain wires and equipment owned by the City for municipal purposes in or upon Grantee's equipment in the Streets and other public places without charge to the City, to the extent space therein or thereon is reasonably available, and pursuant to all applicable City Ordinances and Codes. For the purposes of this Subsection 9.7, "municipal purposes" includes, but is not limited to, the use of the structures and installations by Grantor for fire, police, traffic, water, telephone, or signal systems, but not for Cable System purposes in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise fees payable to Grantor.

9.8 Street Vacation: If any Street or portion thereof used by Grantee is vacated by Grantor during the term of this Franchise, unless Grantor specifically reserves to Grantee the right to continue its installation in the vacated Street, Grantee shall with thirty (30) day written notice and without expense to Grantor either remove its facilities from such streets and restore street in accordance with 9.4 or negotiate an arrangement with the owner or controller of the vacated Street apart from this Franchise.

9.9 Discontinuing Use of Facilities: Whenever Grantee discontinues using any facility within the Streets, Grantee shall provide written notice to Grantor's with a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Street or modify the facility to protect the public health, welfare,

safety, and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule approved by Grantor. Until such time as Grantee removes or modifies the facility, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Street, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, public, governmental or educational purposes. For purposes of this Section 9.9, "abandons" shall have the meaning set forth in Section 15.1 of this Franchise.

9.10 Hazardous Substances:

- A. Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Streets.
- B. Grantee shall maintain and inspect its Cable System located in the Streets. Upon reasonable written notice to Grantee, Grantor and Grantee may jointly inspect Grantee's facilities in the Streets to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residues of hazardous substances related thereto.

9.11 Undergrounding of Cable:

A. Wiring:

- 1. Where electric, telephone or other utility or other third party wiring is installed underground at the time of Cable System construction, or when such wiring is subsequently placed underground, all Cable System lines or wiring and equipment shall also be placed underground on a nondiscriminatory basis with other wire line service at no additional expense to the Grantor. Related Cable System equipment such as pedestals must be placed in accordance with applicable Code requirements and underground utility rules as reasonably interpreted by the Grantor's Director of Public Works. In areas where electric, telephone or other utility or other third party wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear and pre-pay the additional cost in excess of aerial installation.
- 2. The Grantee shall utilize existing poles and conduit wherever commercially reasonable.
- 3. This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment or any other Person without their permission except to the extent permitted under applicable federal and state law.

B. Repair and Restoration of Property:

- 1. The Grantee shall protect public and private property from damage by its Cable System. If damage occurs the Grantee shall promptly notify the property owner

within twenty-four (24) hours of its knowledge of such damage in writing or in person.

2. If public or private property is disturbed or damaged by Grantee, the Grantee shall restore the property to its former condition, normal wear and tear excepted. Public right-of-way shall be repaired and restored in accordance with Section 9.4. Private property must be restored promptly, considering the nature of the work that must be performed and in no event later than five (5) business days.
 3. Prior to entering onto private property to construct, operate or repair its Cable System where the property owner has not requested such construction, operation or repair, Grantee shall give the Person residing on or using the property adequate written notice (such as a door hanger which clearly identifies the anticipated construction) that it intends to work on the property, a description of the work it intends to perform and a name and phone number the Person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents and users.
- C. Movement of Cable System For and By Grantor: To the extent necessary, the Grantor may remove, replace, modify or disconnect Grantee's facilities and equipment located in the public right-of-way or on any other property of the Grantor in the case of fire, disaster, or other emergency, or when a project or activity of the Grantor's makes the removal, replacement, modification or disconnection necessary or less expensive for the Grantor. Except during an emergency, the Grantor shall provide reasonable written notice to Grantee prior to taking such action and shall provide Grantee with reasonable opportunity to perform such action. Following notice by the Grantor, Grantee shall remove, replace, modify or disconnect any of its facilities or equipment within any public right-of-way, or on any other property of the Grantor, except that the Grantor shall provide at least sixty (60) days' written notice of any major capital improvement project which would require the removal, replacement, modification or disconnection of Grantee's facilities or equipment. If the Grantee fails to complete this work within the time prescribed and to the Grantor's reasonable satisfaction, the Grantor may cause such work to be done and bill the cost of the work to the Grantee. Within thirty (30) days of receipt of an itemized list of those reasonable costs, the Grantee shall pay the Grantor.
- D. Movement for Other Franchise Holders: If any removal, replacement, modification or disconnection is required to accommodate the construction, operation or repair of the facilities or equipment of another Franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity at the responsible entity's sole and pre-paid cost and expense.
- E. Movement for Other Permittees: At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require a reasonable deposit of the estimated payment in advance.
- F. Tree Trimming: Subject to acquiring prior written permission of the City, the Grantee shall have the authority but not the obligation to trim trees that overhang a public right-of-way of the City so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable codes and regulations and accepted

professional tree trimming practices; provided that in an emergency situation Grantee may trim trees to protect its facilities in which circumstance written notice of that the trimming occurred shall be delivered to Grantor.

9.12 Codes: Grantee shall strictly adhere to all building and zoning codes in effect at the time of applicable construction. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to not cause unreasonable interference with the use of said public or private property by any Person. In the event of such interference, Grantor may require the removal or relocation of Grantee's lines, cables and other appurtenances from the property in question.

9.13 Standards:

- A. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. The Grantee must comply with all safety requirements, rules and practices and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.
- B. Grantee shall ensure that the drops are properly bonded to the electrical power ground at the home, consistent with the requirements of the National Electric Code and the National Electrical Safety Code. All non-conforming or non-performing drops shall be replaced by Grantee as necessary.

SECTION 10. MEANS OF FRANCHISE TERM EXTENSION

10.1 Design.

- A. Grantee has determined that an appropriate design plan for Cable System upgrade in the Franchise Area will include the following components, which Grantee will provide and construct, in order to take advantage of the five (5) year automatic extension of the Franchise term as provided in Section 2.3 hereof:
 - 1. The System will utilize hybrid fiber/coax architecture. This will utilize deployment of fiber optic cable throughout those portions of the System to be upgraded. The upgraded plant will tie into a hybrid fiber/coaxial Cable System already serving Subscribers.
 - 2. The System will serve no more than 1,500 customers per fiber node.
 - 3. All active electronics will be at minimum 550 MHZ capable equipment.
 - 4. All passive devices will pass a minimum bandwidth of 550 MHZ.
 - 5. Upon completion of the upgrade, the Cable System shall be capable of delivering at least seventy-seven (77) analog and/or digital Channels of video programming services to Subscribers.
 - 6. As designed, upgraded and maintained, the facilities and equipment on the Cable System must be able to deliver high quality signals that meet, or exceed, FCC technical quality standards. The upgrade shall be completed on or before the end of the seventh (7) year of the current ten (10) year term. The upgraded Cable System will be capable of supporting addressable equipment throughout the System

and shall enable the provision of digitally compressed video services. Grantee's upgraded Subscriber network shall, at all times, meet or exceed the minimum system design and performance specifications required by the FCC.

10.2 System Functionality:

- A. It is the intent of the parties to provide for a process that provides the Grantor with an opportunity to confirm the Cable System design and functionality and ensure the Cable System meets the specifications described herein. Grantee agrees that it shall provide Grantor, upon written request, information that measures the relevant performance and functionality criteria of the Cable System that is generated through the Grantee's established assurance procedures.
- B. At least sixty (60) days before the upgrade of the Cable System begins, Grantee shall provide the Grantor with a proposed timeline for the upgrade and an opportunity to review the proposed system design plan consistent with Grantee's obligations as described in section 10(A). The Grantor shall indicate, in writing, to Grantee, within thirty (30) days of the receipt and review of materials, as to any aspects of the timeline and/or design plan Grantor believes are inconsistent with the requirements set forth herein in Section 10(A). Grantee shall respond within thirty (30) days to the Grantor to resolve any inconsistencies.
- C. Grantee and Grantor may meet to discuss the progress of the upgrade and work cooperatively to speed the construction (e.g. by discussing any problems in obtaining permits) and to minimize the impact upon Subscribers. At each meeting, Grantee will provide a progress report on the upgrade detailing its progress in satisfying the requirements of this Section.
- D. Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

10.3. Timing of Construction: Grantee's decisions on constructing plant for service from each hub or node shall be based solely upon legitimate engineering decisions and cost analysis and shall not take into consideration the income level of the Franchise Area.

SECTION 11. TEST AND COMPLIANCE PROCEDURES

Upon reasonable written 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. Representatives of Grantor may witness tests, and any written test reports filed with the FCC may be made available to Grantor upon reasonable written 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 copies of the results of such tests that are filed with the FCC upon written request.

SECTION 12. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

12.1 Equivalent Service: It is Grantee's general policy that all residential dwelling units in the Franchise Area served by Grantee's Cable System have equivalent availability to Cable Service from Grantee's Cable System under nondiscriminatory rates and reasonable terms and conditions.

12.2 Service Availability:

- A. With respect to aerial line extensions, Grantee shall extend energized cable from any existing terminus of trunk cable of its Cable System to any area in the City in which aerial power and telephone utility services are available and which has a density of at least eight (8) Dwelling Units along one-quarter (1/4) of a linear mile of cable, provided that the Dwelling Unit nearest to the existing terminus of trunk cable of the Cable System is situated no more than one-eighth (1/8) of a linear mile of cable from the existing terminus of trunk cable of the Cable System.
- B. With respect to underground line extensions, Grantee shall extend energized cable from any existing terminus of trunk cable of its Cable System to any area in the City in which underground power and telephone utility services are available and which has a density of at least ten (10) Dwelling Units along one-quarter (1/4) of a linear mile of cable, provided that the Dwelling Unit nearest to the existing terminus of trunk cable of the Cable System is situated no more than one-eighth (1/8) of a linear mile of cable from the existing terminus of trunk cable of the Cable System.
- C. Construction of the line extensions required by subsection (A) and (B) above shall commence within one hundred twenty (120) days after the (i) the determination of the minimum densities as provided in such clauses and (ii) the receipt by Grantee of a request for service to such a Dwelling Unit along with the associated first month's payment for services and the applicable installation fees. As used in this Section 12.2, the term "Dwelling Unit" shall mean a single-family or multi-family dwelling unit that (x) is fully-constructed and capable of occupancy in accordance with applicable building, housing and zoning codes, and (y) is situated along public easements to which Grantee can gain access.

- 12.3 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 buildings in the Franchise Area owned by Grantor, as designated by the Grantor on the attached Schedule A. 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 owned by the Grantor if the drop line to such building does not exceed one-hundred twenty-five (125) cable feet from the terminus of trunk cable of the Cable System or if Grantor agrees to pay the incremental cost of such drop line in excess of one-hundred twenty-five (125) cable feet, including the cost of such excess labor and materials. 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. The City shall be responsible for all costs of such distribution of the Cable Service provided, to insure it is done in accordance with the technical requirements of the industry to avoid an impact on Grantee's Cable System, and any such distribution wiring shall be tested by Grantee to insure the expansion does not impair the Grantee's Cable System.

SECTION 13. STANDBY POWER

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, for outages affecting more than 10% of Subscribers, rated for at least two (2) hours duration, throughout the trunk and distribution networks. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages affecting more than 10% of Subscribers for more

than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to Grantor no later than ninety (90) days following the effective date of this Franchise.

SECTION 14. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

14.1 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.
- 14.2 Revocation: In addition to all other rights and powers retained by the Grantor under this Franchise or otherwise, and subject to the provisions of Section 14.1 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:
- A. 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;
 - B. Attempt to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or its Subscribers or customers;
 - C. Material misrepresentation of fact in the application for or negotiation of this Franchise; or
 - D. If Grantee becomes insolvent, or the subject of a bankruptcy proceeding.
- 14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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 15. ABANDONMENT

15.1 Effect of Abandonment: If the Grantee abandons its Cable System serving the Franchise Area during this Franchise term, the Grantor, at its option, may operate the Cable System

or designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor or until the Franchise is revoked and a new Franchisee is selected by the Grantor.

15.2 What Constitutes Abandonment: The Grantor shall be entitled to exercise its options and obtain any required injunctive relief if:

- A. The Grantee fails to provide any Cable Service to 90% of its Subscribers in accordance with this Franchise for more than twenty (20) consecutive business days, unless the Grantor or designee authorizes a longer interruption of service which authorization shall not be unreasonably withheld; or
- B. For purposes of this Franchise, "abandons" shall mean the Grantee's intentional surrender, desertion or relinquishment of its Cable System where Grantee fails to provide any Cable Service to 100% of its Subscribers for a period of no less than ninety (90) days.

SECTION 16. FRANCHISE RENEWAL AND TRANSFER

16.1 Renewal

- A. The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of Grantee's Franchise 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 law.
- B. In addition to the procedures set forth in said Section 626(a) of the Cable Act, the Grantor agrees to notify Grantee in writing within 90 days 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 informal negotiations regarding renewal of the then current Franchise 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.

16.2 Transfer of Ownership or Control

- A. This Franchise shall not be assigned or transferred, either in whole or in part, either by involuntary sale or by voluntary sale, without the prior written consent of the Grantor, which consent shall not be unreasonably withheld or delayed; provided, however, Grantee may from time to time transfer and assign this Franchise to its lender(s) for security purposes.
- 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 information requested in accordance with the Cable Act and the FCC regulations promulgated thereunder. 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 in writing 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 written notice confirming 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 directly and solely 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 Franchise by Grantee as permitted by the Cable Act and the FCC's regulations promulgated thereunder.
- 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 Franchise 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 Franchise.

SECTION 17. SEVERABILITY

If any section, subsection, paragraph, term or provision of this Franchise 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 Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 18. MISCELLANEOUS PROVISIONS

- 18.1 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 Franchise, 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.

- 18.2 Notices: Throughout the term of the Franchise, 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 three (3) days after the date of mailing. At the effective date of this Franchise, such addresses shall be:

Northland Cable Television, Inc.
1201 Third Avenue, Suite 3600
Seattle, WA 98101

With a copy to:

Northland Cable Television, Inc.
Post Office Box T
Moses Lake, WA 98837
Attention: System Manager

All notices to be sent by Grantee to Grantor under this Franchise shall be sent, postage prepaid, and such notices shall be effective upon three (3) days after the date of mailing. At the effective date of this Franchise, such address shall be:

City of Moses Lake
PO Drawer 1579
Moses Lake, WA 98834
Attention: City Manager

- 18.3 Binding Effect: This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.
- 18.4 Authority to Amend: This Franchise may be amended at any time by written agreement between the parties.
- 18.5 Governing Law: This Franchise shall be governed in all respects by the laws of the State of Washington.
- 18.6 Guarantee: The performance of the Grantee shall be guaranteed in all respects by the Grantee until this Franchise expires, is terminated as provided herein or is assigned.
- 18.7 Captions: The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.
- 18.8 Construction of Franchise: The provisions of this Franchise shall be liberally construed to promote the public interest.
- 18.9 Entire Franchise: 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.

18.10 Force Majeure: The performance of either party under this Franchise is excused for such period of time as its performance is rendered impossible by acts of nature, war, terrorist attacks, or labor disputes.

18.11 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.

Section 3. This ordinance shall take effect and be in force five (5) days after its passage and publication of its summary as provided by law.

Adopted by the City Council and signed by its Mayor on

Jon Lane, Mayor

ATTEST:

Ronald R. Cone, Finance Director

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

June 9, 2011

TO: City Manager
For City Council Consideration

FROM: Municipal Services Director

SUBJECT: **Operations Facility Landscape Plan**

Staff is requesting direction for the type of landscaping that is proposed to be installed along Road 4 at the Operations Facility. It was mentioned that junipers could be added in front of the black pine trees to further screen the view of the Operations Facility's stock yard. The attached drawing shows the extension of the black pine trees along the fence at 20 foot spacings, and juniper trees planted in front of them at 7 foot spacings.

Another concept is shown with the attached pictures. This is recommended by the Roland Gonzales, Parks and Recreation Superintendent, because of the aesthetics, symmetry and maintenance requirements.

The advantage of the additional screening is that the neighbors will not see inside the facility. The disadvantage is that the screening will impact the security since the police and others will not be able to see into the facility, and the vandals know it. Please see the attached memo from the Police Chief.

Staff is requesting direction for the type of landscaping.

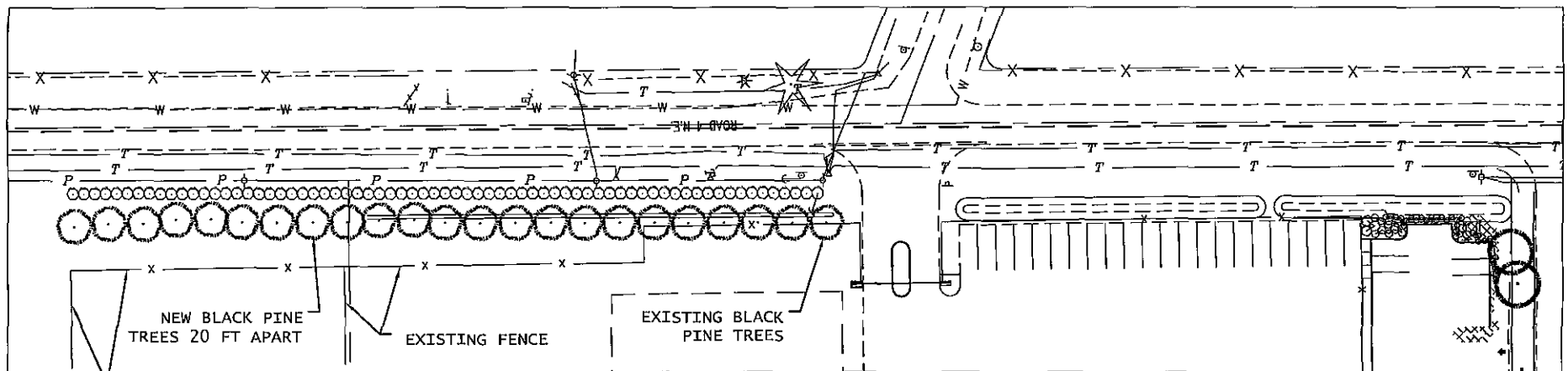
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gary A. Harer". The signature is fluid and cursive, with the first name "Gary" and last name "Harer" clearly distinguishable.

Gary Harer, PE/PLS
Municipal Services Director

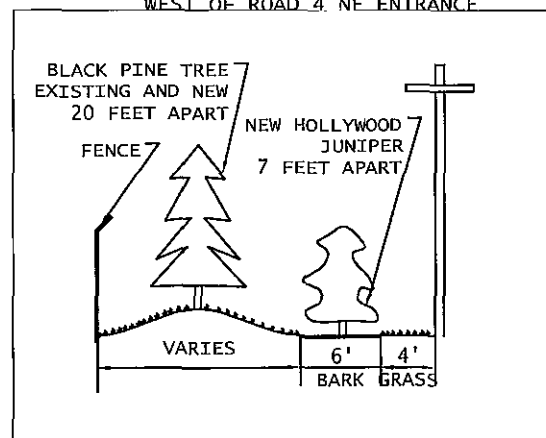


SCALE IN FEET



NEW FENCE

WEST OF ROAD 4 NE ENTRANCE



OPERATIONS COMPLEX LANDSCAPING

MUNICIPAL SERVICES DEPT. - ENGINEERING DIVISION

DRAWN BY CHECKED BY SCALE 1" = 50' DATE 06/09/2011	CITY OF MOSES LAKE GRANT COUNTY WASHINGTON
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Memo



To: Gary Harer, Municipal Services Director

From: Dean Mitchell, Police Chief

Dean A. Mitchell

Subject: Operations Facility

Date: May 19, 2011

Copy: File

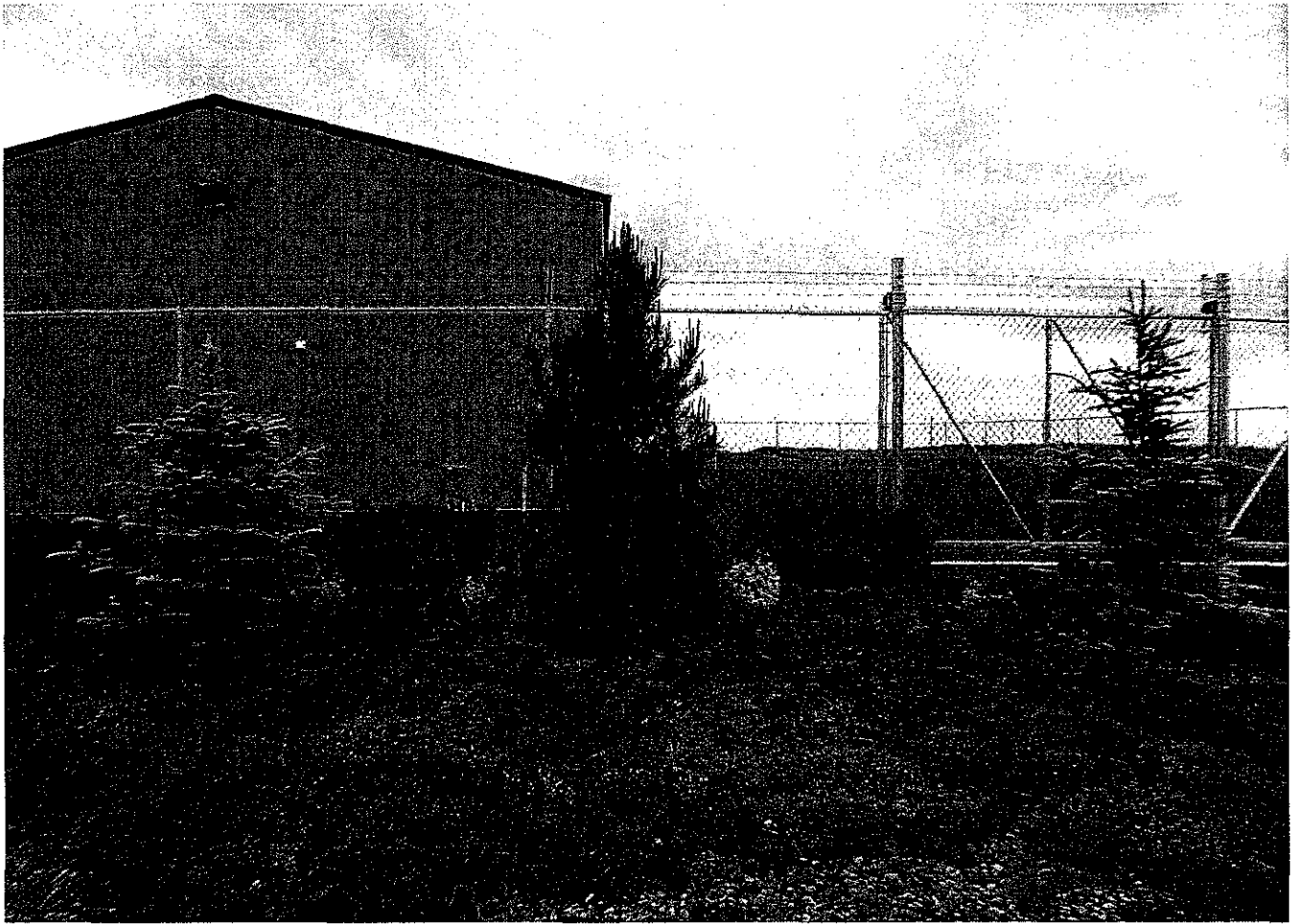
The city of Moses Lake's Operation Facility, located on Road 4 NE, is considering the installation of some type of hedge. I suspect the rational for installing the hedge is to serve as a sound, and or visual buffer to those who reside on Road 4.

If a hedge is to be installed, it would likely limit the ability to view into the enclosed area of the Operations Facility. While a fence and hedge will promote privacy and may limit noises coming from the Facility, it will also limit the ability for law enforcement to view into the yard after hours.

I have inquired with the Washington State Crime Prevention Association concerning physical security. They recommend if a hedge is to be installed, that shrubs be no taller then two feet, and trees no taller then four feet. I suspect these limitations will not serve the purposes of the hedge under consideration.

I will continue to conduct research on this issue. However, if a visual obstruction is installed, I recommend additional security measures be considered. This may include additional lighting and security cameras, as well as open areas to view through the hedge.





June 10, 2011

TO: City Manager
For City Council Consideration

FROM: Municipal Services Director

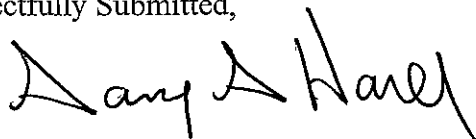
SUBJECT: **Request Endorsement**
WSDOT SR-17 & Stratford Road Improvements

The Washington State Department of Transportation has presented a preliminary design for improvements to their SR-17 and Stratford Road interchange. The improvements include reducing the traffic lanes on Stratford Road to three to accommodate 8-foot bicycle lanes and 6-foot sidewalks on each side, and constructing a roundabout at the Mart intersection and at the on-off ramps on the north side of SR-17. The reason for the proposed roundabout at the Mart intersection is that the distance between the Mart intersection and the on-off ramps on the south side of SR-17 is too short for either signals or a roundabout at that location.

The estimated cost for the entire project is \$6.5 million. The Department of Transportation needs an endorsement from the city to place this project on their six-year transportation plan. There is no guarantee that this project will be completed within six years. However, monetary participation by the city will elevate this project on their priority list. Staff is suggesting a \$100,000 contribution. This project will increase the safety for the pedestrians and bicyclists crossing the bridge, and for the motorists at the Mart intersection.

The preliminary design and the request for participation are presented to Council for consideration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gary A. Harer". The signature is fluid and cursive, with a large initial "G" and "H".

Gary Harer, PE/PLS
Municipal Services Director

OPTION 1C

SCALE: 1"=50'

NB on 30' R Right RAB
Hybrid with 12' lanes SB
Circulating Width = 19'
Truck Approach Width = 19'
Central Island = 50' Dia
Inscribed RAB = 160' Dia

UNDERCROSSING

SR-17 MP 54.73

L 563+28.08

S 318+12.67

SR-17

SP on 76' R Right RAB

Hybrid with 12' lanes RAB
Circulating Width = 15' lanes
Truck Approach Width = 10'
Central Island = 50' Dia
Inscribed RAB = 160' Dia
Entry Width 29' Dia
Rt. Turn 100' Dia

17

June 10, 2011

TO: City Manager
For City Council Consideration

FROM: Municipal Services Director

SUBJECT: **Civic Center Street Improvements**

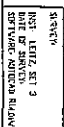
Staff is proposing the improvements to those parts of Balsam Street and Fourth Avenue that have been vacated, and to Balsam Street that has not been vacated as shown on the attached drawing. These improvements include constructing a mini roundabout, and installing pavers, trees and landscaping. It has been suggested that the clock that the Rotary International donated to the City that is presently located in the intersection of Ash Street and Third Avenue be relocated to the center of the mini roundabout.

Staff is requesting direction for the street improvements including the relocation of the clock.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gary Harer", written in a cursive style.

Gary Harer, PE/PLS
Municipal Services Director



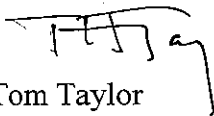


To: City Manager for Council Consideration
From: Fire Chief
Date: April 13, 2011
Subject: Authorize City Manager to Execute Memorandum of Understanding

Attached is a Memorandum of Understanding between the City of Moses Lake and Grant County Fire District #5 for a joint technical rescue team, combined response and associated training. It is recognized that technical rescue response cannot be accomplished by either agency due to limited resources. We have determined that combining our efforts will greatly enhance public safety in both jurisdictions.

I am respectfully requesting that Council authorize the City Manager to execute this agreement.

Respectfully submitted,


Tom Taylor
Fire Chief

**MEMORANDUM OF UNDERSTANDING
TECHNICAL SEARCH AND RESCUE
JOINT TRAINING/MUTUAL AID**

This Memorandum of Understanding "MOU" is entered into between GRANT COUNTY FIRE PROTECTION DISTRICT NO. 5, a municipal corporation, hereafter referred to as "District", and the CITY OF MOSES LAKE, a municipal corporation, hereafter referred to as "City."

RECITALS

1. This MOU is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The District and the City currently each maintain and operate technical search and rescue teams.
3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training and responses;
4. The Agencies desire to provide training at the highest possible level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources;
5. The District and the City have determined that it would be mutually beneficial to have the members of both departments trained to the same standards and available to jointly respond to technical search and rescue incidents in both jurisdictions.

AGREEMENT

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. COOPERATIVE TRAINING.

1.1. Standard of Training. Both parties agree that all Technical Search and Rescue training shall be based on NFPA 1670 standards, "Training."

1.2. Training Coordination. The District shall coordinate joint Training for both parties.

2. TECHNICAL SEARCH AND RESCUE MUTUAL AID RESPONSES.

2.1. Requests For Assistance. The commanding officer of the Technical Rescue Team of either the District or City is authorized to request assistance from the other parties Technical Rescue Team if confronted with an emergency situation at which the

requesting party has a need for equipment or personnel in excess of the requesting party's resources.

2.2. Response to Request. Upon receipt of such a request, the commanding officer of the party receiving the request, shall immediately take the following action:

- 2.2.1. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
- 2.2.2. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
- 2.2.3. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- 2.2.4. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
- 2.2.5. The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.

2.3. Incident Command. The chief officer or senior officer of the requesting party shall be in command of the technical search and rescue operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The operational command, however, may be relinquished to the senior officer of any fire department rendering assistance under the terms of this MOU.

- 2.3.1. If the officer-in-charge of the requesting party shall not have arrived at the incident the officer-in-charge of the responding party shall be in command of the fire or incident until the arrival of the officer-in-charge of the requesting party and during such time shall exercise all lawful authority of the fire officer-in-charge of such area.
- 2.3.2. Each party agrees to use the Incident Command System (ICS) for all mutual aid requests and responses.
- 2.3.3. The equipment and personnel of the responding party shall be released from service and returned to the responding party by the commanding officer in charge of the operations as soon as conditions may warrant or in the event an emergency should occur in the responding party's jurisdiction.

3. GENERAL TERMS.

3.1. Financing. Each party shall be responsible for its own Training and response costs. The parties shall share costs arising from joint Training sessions equally. The District will invoice the City for its share of such costs. Each party shall be solely responsible for the costs of personnel involved in Training sessions.

3.2. Property Ownership. This MOU does not provide for jointly owned property. All property presently owned or hereafter acquired by the District to enable it to participate in joint Training and mutual aid responses under this MOU, shall remain the property of the District in the event of the termination of this MOU. All property presently owned or hereafter acquired by the City to enable it to participate in joint Training and mutual aid responses under this MOU, shall remain the property of the City in the event of the termination of this MOU.

3.3. Equipment Marking. Each party shall distinctly mark all equipment and personal property used under the terms of this MOU.

3.4. Term. This MOU shall be effective on the date of mutual execution and shall continue until either party shall give to the other 90 days written notice of termination.

3.5. Liability, Indemnification And Hold Harmless

3.5.1. No Liability for Responding Agency. Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this MOU, or (ii) liability arising from providing or refusing to provide Mutual Aid under this MOU.

3.5.2. Mutual Releases. Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this MOU or providing Mutual Aid hereunder.

3.5.3. Liability to Other Parties - Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.

3.5.4. Liability to Third Parties. The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the

extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.

3.5.5. Cross Indemnification. To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents In connection with the performance of this MOU. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

3.5.6. Survival. The provisions of this Section shall survive the expiration or termination of this MOU.

3.6. Insurance

3.6.1. Liability and Casualty Insurance. For the duration of this MOU, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this MOU by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self-insurance retention program adopted by a Party.

3.6.2. No Industrial Insurance Requirement. It is expressly understood that no Party shall be responsible to provide any other Party's employees or volunteers with coverage required under Title 51 RCW or Chapter 41.24 RCW, as the same now exists or may be hereafter amended.

3.7. No Separate Entity Created. This MOU does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

3.8. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this MOU. The chief officers of the respective Parties shall administer this MOU jointly.

3.9. Severability. If any provision of this MOU or its application is held invalid, the remainder of the MOU or the application of the remainder of the MOU shall not be affected.

- 3.10. Modification.** This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties.
- 3.11. Benefits.** This MOU is entered into for the benefit of the parties to this MOU only and shall confer no benefits, direct or implied, on any third persons.
- 3.12. Amendments.** No modification, termination or amendment of this MOU may be made except by written agreement signed by all Parties.
- 3.13. Governing Law And Venue.** Jurisdiction and venue for any action arising out of this MOU shall lie exclusively in Grant County, Washington.
- 3.14. Litigation.** In the event of litigation concerning the terms of or performance under this MOU, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.
- 3.15. Assignment.** None of the Parties to this MOU may assign any of their duties, rights or responsibilities under this MOU without the express written consent of the other Parties. This restriction on assignment shall not apply to the formation of a new entity between parties.
- 3.16. Non-Exclusive Agreement.** The parties to this MOU shall not be precluded from entering into similar agreements with other municipal corporations.

CITY OF MOSES LAKE

By : _____
Tom Taylor, Fire Chief

GRANT COUNTY FIRE PROTECTION
DISTRICT NO. 5

By :  _____
Scott Clendenin, Fire Chief



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

North Central Region
Office of Region Administrator
P.O. Box 98
Wenatchee, WA 98807-0098

509-667-3000
Fax 509-667-2940
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 25, 2011

RECEIVED

MAY 26 2011

COMMUNITY DEVELOPMENT
PLANNING & BUILDING
CITY OF MOSES LAKE

Gil Alvarado
Community Development Director
401 S. Balsam St.
P.O. Box 1579
Moses Lake, WA 98837-0244

RE: Entrance Signs

Dear Mr. Alvarado:

This letter is in response to your May 5, 2011, letter requesting an entrance sign on SR 17 near Kittleson Road. Please consider this response a conceptual approval for this sign. Prior to issuing the City of Moses Lake a permit that will include a Right of Entry to install the sign, I will need a detailed plan including SR 17 Milepost location, offset from edge of pavement, sign dimensions, post details, and any other details that will describe the action you are requesting. You should also be advised that the permit will include the obligation for the City of Moses Lake to maintain the sign and perform any repairs necessary. It will also include the necessity to remove the existing entrance sign at the Pioneer intersection prior to installation of the new entrance sign.

The second request in your letter referred to eight (8) 4' by 4' signs on the cyclone fence off of west bound I-90 Exit-176. Because this on the Interstate system, it will require Federal Highway Administration (FHWA) approval and should be included in the Art Work Plan that Moses Lake is coordinating with the 20/20 Vision group. The Art Plan, once approved, will require a more formal Maintenance Agreement between Washington State Department of Transportation (WSDOT) North Central Region and the City of Moses Lake.

Sincerely,

Paul J. Mahre P.E.
Local Programs Engineer

PM:pg

June 8, 2011

TO: City Manager for Council Consideration

FROM: Community Development Director



SUBJECT: May 2011 Building Activity Report

Please see the attached building activity report for the month of May 2011. Also included is the building activity for the 2011 year to date. The following are highlights of the attached report:

- | | | |
|----|--|--------------|
| 1. | Building permits revenue generated for the month of May: | \$19,137 |
| 2. | Building permits revenue generated for the year to date: | \$130,885 |
| 3. | Building permits estimated valuation for the month of May: | \$1,319,177 |
| 4. | Building permits estimated valuation for the year to date: | \$12,172,267 |

For the purpose of comparing May 2011 building activity numbers to May 2010 and May 2009 and building activity numbers, the following 2010 and 2009 highlights are provided:

2010

- | | | |
|----|--|--------------|
| 5. | Building permits revenue generated for the month of May: | \$52,970 |
| 6. | Building permits revenue generated for the year to date: | \$153,609 |
| 7. | Building permits estimated valuation for the month of May: | \$6,383,376 |
| 8. | Building permits estimated valuation for the year to date: | \$13,689,755 |

2009

- | | | |
|-----|--|--------------|
| 9. | Building permits revenue generated for the month of May: | \$19,821 |
| 10. | Building permits revenue generated for the year to date: | \$182,963 |
| 11. | Building permits estimated valuation for the month of May: | \$1,491,914 |
| 12. | Building permits estimated valuation for the year to date: | \$15,648,012 |

Building Permit Fees

2011															Over (Under)
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	
Build., Struct. & Equip.	96,327.56	18,336.45	15,519.95	26,936.21	21,968.40	13,566.55								300,000.00	(203,672.44)
Plan Checking Fees	34,557.63	4,124.46	8,790.29	9,482.98	6,588.61	5,571.29								80,000.00	(45,442.37)
Total	130,885.19	22,460.91	24,310.24	36,419.19	28,557.01	19,137.84								380,000.00	(249,114.81)

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

2009															Over (Under)
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	
Build., Struct. & Equip.	286,247.58	23,795.55	29,096.60	38,106.10	27,896.54	14,755.60	58,811.55	14,376.25	25,532.60	26,724.60	17,062.24	8,609.60	3,480.35	700,000.00	(411,752.42)
Plan Checking Fees	114,301.53	2,601.11	18,809.27	11,620.18	11,218.63	5,065.58	28,816.44	11,454.41	7,290.59	6,257.83	6,141.09	4,210.68	815.72	220,000.00	(105,698.47)
Total	402,549.11	26,396.66	47,905.87	49,726.28	39,115.17	19,821.18	87,627.99	25,830.66	32,823.19	32,982.43	23,203.33	12,820.28	4,296.07	920,000.00	(517,450.89)

2008															Over (Under)
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	
Build., Struct. & Equip.	713,763.65	11,742.92	39,804.34	256,987.24	51,547.40	73,757.97	19,213.38	34,023.40	34,068.30	116,170.85	48,659.90	18,459.63	9,328.32	560,000.00	153,763.65
Plan Checking Fees	235,609.71	22,262.72	7,090.85	61,172.99	25,522.68	8,386.35	46,532.79	7,281.52	18,055.17	20,936.58	6,454.16	6,039.09	5,874.81	160,000.00	75,609.71
Total	949,373.36	34,005.64	46,895.19	318,160.23	77,070.08	82,144.32	65,746.17	41,304.92	52,123.47	137,107.43	55,114.06	24,498.72	15,203.13	720,000.00	229,373.36

2007															Over (Under)
	YTD	January	February	March	April	May	June	July	August	September	October	November	December	Budget	
Build., Struct. & Equip.	491,093.02	25,376.80	41,484.35	58,620.45	44,336.73	30,914.40	49,756.40	47,361.52	39,417.65	28,903.70	39,888.22	32,070.43	52,962.37	400,000.00	91,093.02
Plan Checking Fees	149,891.35	6,643.50	11,641.31	10,278.56	14,693.18	5,061.28	16,293.04	10,918.88	13,943.30	17,134.46	14,412.28	19,933.18	8,938.38	150,000.00	(108.65)
Total	640,984.37	32,020.30	53,125.66	68,899.01	59,029.91	35,975.68	66,049.44	58,280.40	53,360.95	46,038.16	54,300.50	52,003.61	61,900.75	550,000.00	90,984.37

June 1, 2011

TO: Community Development Director

FROM: Planning and Building Technician

KW

SUBJECT: May Building Activity Report

Attached is the May 2011 building permit statistics for your information. May 2009 and 2010 is attached for comparison.

Please call me at Extension #3756 with any questions.

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

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 05/01/2011 TO: 05/31/2011

DATE: WED, JUN 1, 2011, 9:46 AM

DESCRIPTION	# OF PERMITS ISSUED 05/2011	# OF PERMITS ISSUED YTD 05/31/2011	ESTIMATED VALUATION 05/2011	ESTIMATED VALUATION YTD 05/31/2011
A434 RESIDENTIAL ADD AND ALT	1	13	1,800	86,078
A437 NONRESIDENTIAL ADD AND	4	14	32,950	213,898
C319 CHURCHES & OTHER RELIGI	0	2	0	440,000
C320 INDUSTRIAL	0	6	0	5,028,933
C324 OFFICE, BANKS & PROFESS	1	1	343,204	343,204
C327 STORES & CUSTOMER SERVI	0	1	0	717,060
C328 OTHER NONRESIDENTIAL BU	0	2	0	584,475
D102 DEMOLISH SFD ATTACHED	0	1	0	0
M329 STRUCTURES OTHER THAN B	6	25	178,424	282,342
M801 MECHANICAL COMMERCIAL	0	8	0	0
M802 MECHANICAL RESIDENTIAL	2	5	0	0
M901 PLUMBING COMMERICAL	2	6	0	0
M902 PLUMBING RESIDENTIAL	4	20	0	0
R101 SINGLE FAMILY-DETACHED	0	5	0	2,997
R102 SINGLE-FAMILY ATTACHED	4	22	732,911	4,349,265
R438 GARAGES & CARPORTS RESI	2	5	29,888	124,015
PERMIT TOTALS:	26	136	1,319,177	12,172,267

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 05/01/2009 TO: 05/31/2009

DATE: MON, JUN 1, 2009, 8:51 AM

DESCRIPTION	# OF PERMITS ISSUED 05/2009	# OF PERMITS ISSUED YTD 05/31/2009	ESTIMATED VALUATION 05/2009	ESTIMATED VALUATION YTD 05/31/2009
A434 RESIDENTIAL ADD AND ALT	13	25	39,066	304,409
A437 NONRESIDENTIAL ADD AND	3	10	96,000	271,424
C320 INDUSTRIAL	3	10	270,340	8,738,832
C324 OFFICE, BANKS & PROFESS	1	3	400,428	400,428
C327 STORES & CUSTOMER SERVI	0	3		697,859
C328 OTHER NONRESIDENTIAL BU	0	2		2,100
C438 GARAGES & CARPORTS COMM	1	1	272,250	272,250
M329 STRUCTURES OTHER THAN B	4	22	53,500	128,669
M801 MECHANICAL COMMERCIAL	2	7		
M802 MECHANICAL RESIDENTIAL	0	3		
M901 PLUMBING COMMERCIAL	0	1		
M902 PLUMBING RESIDENTIAL	2	6		
R101 SINGLE FAMILY-DETACHED	5	17		
R102 SINGLE-FAMILY ATTACHED	3	32	360,330	4,264,561
R103 TWO FAMILY BUILDINGS	0	3		499,967
R438 GARAGES & CARPORTS RESI	1	9		67,513
PERMIT TOTALS:	38	154	1,491,914	15,648,012

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

ISSUED BUILDING PERMIT STATISTICS
FROM: 05/01/2010 TO: 05/31/2010

DATE: TUE, JUN 1, 2010, 9:05 AM

DESCRIPTION	# OF PERMITS ISSUED 05/2010	# OF PERMITS ISSUED YTD 05/31/2010	ESTIMATED VALUATION 05/2010	ESTIMATED VALUATION YTD 05/31/2010
A434 RESIDENTIAL ADD AND ALT	3	13	129,050	188,228
A437 NONRESIDENTIAL ADD AND	1	18	2,750	241,490
c320 INDUSTRIAL	0	1		
C320 INDUSTRIAL	0	1		
C321 PARKING GARAGES(BLDGS &	1	1		
C322 SERVICE STATIONS & REPA	1	1	3,800,000	3,800,000
C325 PUBLIC WORKS & UTILITIE	1	1		
C327 STORES & CUSTOMER SERVI	0	3		1,224,505
C328 OTHER NONRESIDENTIAL BU	1	2		150,000
M329 STRUCTURES OTHER THAN B	8	23	14,385	75,494
M801 MECHANICAL COMMERCIAL	0	7		
M802 MECHANICAL RESIDENTIAL	0	6		
M901 PLUMBING COMMERICAL	0	3		
M902 PLUMBING RESIDENTIAL	4	13		
R101 SINGLE FAMILY-DETACHED	2	4		
R102 SINGLE-FAMILY ATTACHED	11	44	2,007,542	6,776,770
R104 THREE & FOUR FAMILY BUI	1	1	405,982	405,982
R105 FIVE-OR-MORE FAMILY BUI	0	2		801,219
R438 GARAGES & CARPORTS RESI	3	6	23,667	26,067
PERMIT TOTALS:	37	150	6,383,376	13,689,755

CITY OF MOSES LAKE
BUILDING DEPARTMENT

RUN BY: kwoodworth

MONTHLY BUILDING PERMIT APPLICATIONS
FROM: 05/01/2011 TO: 05/31/2011

DATE: 06/01/2011

PERMIT NUMBER	PERMIT TYPE	ESTIMATED VALUATION	REVIEW-FEES CHARGED	STATE-FEES CHARGED	PERMIT FEES CHARGED	APPLICATION DATE
20110126	M902		.00	.00	.00	05/02/2011
20110127	M902		.00	.00	27.00	05/02/2011
20110128	A437		.00	.00	117.00	05/05/2011
20110129	M329	850	.00	4.50	42.20	05/05/2011
20110130	M329	6,200	.00	4.50	145.75	05/05/2011
20110131	M801		.00	.00	83.50	05/06/2011
20110132	R102	161,260	150.00	4.50	1,549.45	05/09/2011
20110133	R102	176,348	930.44	4.50	1,629.95	05/09/2011
20110134	C327		650.00	4.50	1,000.00	05/09/2011
20110135	A434	1,050	.00	4.50	48.30	05/13/2011
20110136	M902		.00	.00	34.00	05/16/2011
20110137	M902		.00	.00	27.00	05/16/2011
20110138	M802		.00	.00	28.50	05/16/2011
20110139	A434	1,800	.00	4.50	69.65	05/16/2011
20110140	R101		.00	.00	350.00	05/17/2011
20110141	M802		.00	.00	34.00	05/17/2011
20110142	M902		.00	.00	27.00	05/18/2011
20110143	R102	245,033	1,181.60	4.50	2,055.35	05/18/2011
20110144	M329	800	.00	4.50	39.15	05/19/2011
20110146	C325	55,278	449.96	4.50	734.25	05/23/2011
20110147	M329		.00	4.50	55.00	05/24/2011
20110148	M901		.00	.00	35.00	05/24/2011
20110149	R102	191,785	985.04	4.50	1,716.45	05/24/2011
20110150	M329		.00	.00	.00	05/25/2011
20110151	C325	1,500,000	4,836.16	4.50	7,522.25	05/25/2011
20110152	R102	156,839	857.64	4.50	1,524.95	05/27/2011
20110153	R102	156,625	150.00	4.50	1,524.95	05/31/2011
=====						
REPORT TOTALS:		2,653,868	10,190.84	67.50	20,420.65	
=====						
			TOTAL FEES CHARGED:	30,678.99		

RUN BY: kwoodworth

APPLICATION STATUS
FROM: 05/01/2011 TO: 05/31/2011

DATE: 06/01/2011

PERMIT NUMBER	PERMIT TYPE	SERVICE ADDRESS	APPLICATION DATE	ISSUE DATE
20110126	M902	2113 BEAUMONT DR	05/02/2011	/ /
20110127	M902	705 HAWTHORNE DR	05/02/2011	05/02/2011
20110128	A437	1025 STRATFORD RD	05/05/2011	05/06/2011
20110129	M329	1409 RAYMOND DR	05/05/2011	/ /
20110130	M329	821 BROADWAY AVE	05/05/2011	05/13/2011
20110131	M801	830 BROADWAY AVE	05/06/2011	/ /
20110132	R102	1606 FILMORE DR	05/09/2011	05/16/2011
20110133	R102	1125 OREGON ST	05/09/2011	05/17/2011
20110134	C327	1111 EVELYN DR	05/09/2011	/ /
20110135	A434	3211 WAPATO DR	05/13/2011	/ /
20110136	M902	832 SHARON AVE	05/16/2011	05/16/2011
20110137	M902	967-969 JUNIPER DR	05/16/2011	05/16/2011
20110138	M802	105 SHRIKE ST	05/16/2011	05/17/2011
20110139	A434	1008 LAKELAND DR	05/16/2011	05/19/2011
20110140	R101	900 GRAPE DR	05/17/2011	/ /
20110141	M802	1154 BALSAM ST	05/17/2011	05/17/2011
20110142	M902	507 ALDER ST	05/18/2011	05/23/2011
20110143	R102	4735 BADGER ST	05/18/2011	05/31/2011
20110144	M329	2707 BROADWAY AVE	05/19/2011	/ /
20110146	C325	1303 LAKESIDE DR	05/23/2011	/ /
20110147	M329	11789 RD 4 NE	05/24/2011	/ /
20110148	M901	2300 MARINA DR	05/24/2011	05/24/2011
20110149	R102	608 MAGNOLIA ST	05/24/2011	/ /
20110150	M329	435 KNOLLS VISTA DR	05/25/2011	/ /
20110151	C325	7725 NEWELL ST	05/25/2011	/ /
20110152	R102	224 WELLINGTON ST	05/27/2011	/ /
20110153	R102	4729 TANAGER ST	05/31/2011	/ /

June 6, 2011

TO: City Manager

FROM: Assistant Finance Director *DEF*

SUBJECT: Investment Report

Attached is the Investment Report for the month of May, 2011.

cc: Finance Director
Accounting Division Manager

Investment Report
May, 2011

Investment With	Investment Type	Amount	Interest Rate	Purchase Date	Maturity Date	Interest Earned
Investments Outstanding						
Sterling Savings Bank	C.D.	500,000.00	0.50	11/15/10	06/06/11	
Sterling Savings Bank	C.D.	500,000.00	0.50	11/15/10	07/06/11	
Total Outstanding:		\$1,000,000.00				
Investment Maturities						
Sterling Savings Bank	C.D.	500,000.00	0.50	11/15/10	05/04/11	1,164.38
Grant County Invest Pool	Invest Acct	8,937,682.91	2.84	04/01/11	04/30/11	20,886.07
Wa. State Invest Pool	Invest Acct	3,862,818.85	0.17	04/01/11	04/30/11	516.82
Total Maturities:		13,300,501.76				
Investment Purchases						
Grant County Invest Pool	Invest Acct	8,958,568.98	2.35	05/01/11	05/31/11	
Wa. State Invest Pool	Invest Acct	5,413,627.58	0.14	05/01/11	05/31/11	
Total Purchases:		14,372,196.56				
Investment Totals						
Beginning Balance *		14,300,501.76				
Total Maturities		13,300,501.76				
Total Purchases		14,372,196.56				
Ending Balance *		15,372,196.56	Monthly Interest Earned		22,567.27	

* Beginning Balance = Total Outstanding + Total Maturities

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



June 6, 2011

Honorable Mayor and
Moses Lake City Council

Dear Council Members

Attached is sales tax information for March 2011 sales which the City received on May 31, 2011. This report indicates the City received \$456,738.86. The \$456,738.86 in receipts for March compares with March 2010 receipts of \$402,951.97. For the year, the 2011 receipts are approximately 3% above the 2010 receipts for the same period.

Also provided is the transient rental income report for income the City received on May 31, 2011. This report indicates May 2011 income (for March sales) of \$31,217.30. This compares with \$40,994.90 for the same period in 2010. For the year, transient rental income receipts are approximately 14% higher than the 2010 receipts for the same period.


Respectfully submitted

Joseph K. Gavinski
City Manager

JKG:jt

June 6, 2011

TO: City Manager

FROM: Assistant Finance Director 

SUBJECT: Sales Tax Receipts

Attached is the Sales Tax Receipts - Monthly Report for May, 2011.


cc: Finance Director
Parks & Recreation Director

Sales Tax Receipts - Monthly

Month Received	Sales Period	2007	2008	2009	2010	2011	YTD Change
Jan	Nov	366,649.98	408,717.83	423,485.93	373,688.80	367,830.83	-2%
Feb	Dec	453,335.99	469,332.60	575,401.82	560,731.77	488,453.72	-8%
Mar	Jan	311,510.31	367,342.57	363,518.70	276,352.86	324,247.20	-2%
Apr	Feb	337,783.87	385,196.04	346,570.37	330,932.86	368,305.65	0%
May	Mar	441,481.89	495,704.60	425,086.28	402,951.97	456,738.86	3%
June	Apr	440,364.61	432,257.32	428,915.48	384,565.04		
July	May	485,247.33	522,411.98	421,462.37	380,216.47		
Aug	June	544,934.95	564,229.35	470,623.43	456,372.87		
Sept	July	526,071.84	527,800.54	409,860.53	407,935.17		
Oct	Aug	462,833.37	506,697.78	406,419.10	390,800.44		
Nov	Sept	528,050.31	509,888.34	447,607.52	438,011.36		
Dec	Oct	411,922.14	475,693.08	378,139.72	394,167.42		
Totals		5,310,186.59	5,665,272.03	5,097,091.25	4,796,727.03	2,005,576.26	

June 6, 2011

TO: City Manager

FROM: Assistant Finance Director 

SUBJECT: Transient Rental Income Report

Attached are the Transient Rental Income reports for May, 2011.

cc: Finance Director
Parks & Recreation Director

TRANSIENT RENTAL INCOME - MONTHLY TOTAL RECEIVED

MONTH RECEIVED	SALES PERIOD	2008	2009	2010	2011	YTD Change
JAN	NOV	25,439.96	48,677.30	24,816.04	39,728.66	60%
FEB	DEC	22,307.84	26,992.76	20,136.24	25,155.98	44%
MAR	JAN	23,765.62	31,765.70	27,491.94	30,274.86	31%
APRIL	FEB	29,127.16	29,104.60	27,550.16	35,015.70	30%
MAY	MAR	35,841.14	35,279.84	40,994.90	31,217.30	14%
JUNE	APRIL	36,360.40	57,063.10	37,657.72		
JULY	MAY	64,873.16	45,202.58	52,719.70		
AUGUST	JUNE	70,594.58	62,361.10	58,321.18		
SEPT	JULY	73,416.92	62,393.64	62,545.06		
OCT	AUGUST	72,705.52	58,102.10	61,950.36		
NOV	SEPT	58,096.10	48,046.92	46,504.36		
DEC	OCT	47,362.30	31,418.10	30,765.44		
TOTALS		559,890.70	536,407.74	491,453.10	161,392.50	