



Official Gazette

City of Spokane, Washington

Statement of City Business, including a Summary of the Proceedings of the City Council

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Issue 3



MAYOR AND CITY COUNCIL

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBERS:

MICHAEL A. ALLEN (DISTRICT 2)

MIKE FAGAN (DISTRICT 1)

NANCY McLAUGHLIN (DISTRICT 3)

STEVE SALVATORI (DISTRICT 3)

JON SNYDER (DISTRICT 2)

AMBER WALDREF (DISTRICT 1)

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Minutes

MINUTES OF SPOKANE CITY COUNCIL**Monday, January 7, 2013****BRIEFING SESSION**

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Stuckart and Council Members Allen, Fagan, McLaughlin, Salvatori, Snyder, and Waldref were present.

City Administrator Theresa Sanders, Assistant City Attorney Mike Piccolo and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

Council received input from staff on the January 14, 2013, Advance Agenda items.

Increase Administrative Reserve on Contract with Bacon Concrete for Neighborhood Traffic Calming Project (PRO 2012-0025)

Engineering Services Director Mike Taylor asked that the above-described matter be deferred for one week at the request of Neighborhood Services. The reason for the deferral is to allow an opportunity for staff to confirm the budget figures. Subsequently, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Waldref, that line item 5.c (authorization to increase the administrative reserve on the contract with Bacon Concrete, Inc. for Neighborhood Traffic Calming Project – Districts 1, 2 and 3) (on the January 14, 2013, Advance Agenda) be deferred for one week; **carried unanimously.**

[Note: Since the City Council's regularly scheduled meeting on January 22, 2013, has been cancelled, this item is instead deferred to the January 28, 2013, agenda (rather than for one week, to January 22).]

Contract with APS Healthcare Bathesda, Inc. (OPR 2013-0001)

Human Resources Director Heather Lowe reported on the Contract with APS Healthcare Bathesda, Inc. for the Employee Assistance Program, and she requested the Council to suspend its rules to add this item to its January 14, 2013, Agenda. Subsequently, the following action was taken:

Motion by Council Member Waldref, seconded by Council Member McLaughlin, to suspend the Council Rules; **carried unanimously.**

Council President Stuckart requested a motion to add this agenda item to next week's (January 14) Consent Agenda. The following action was taken:

Motion by Council Member Fagan, seconded by Council Member Waldref, to so move [to add this agenda item to next week's (January 14) Consent Agenda]; **carried unanimously.**

Action to Approve January 14, 2013, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the January 14, 2013, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member McLaughlin, seconded by Council Member Allen, to approve the Advance Agenda for Monday, January 14, 2013, (as amended); **carried unanimously.**

ADMINISTRATIVE SESSION**Current Agenda Review**

The City Council received input from staff on the January 7, 2013, Advance Agenda items.

CONSENT AGENDA

Upon motion of Council Member Waldref and seconded by Council Member Allen, Council unanimously approved Staff Recommendations for the following:

Purchase of servers and related equipment from IBM Corporation for the MIS Department from January 1, 2013 through December 31, 2013, utilizing Washington State Contract #T10-MST-312—estimated expense not to exceed \$150,000 (plus tax and shipping) (OPR 2012-1030)

Purchase of PC, laptop and mobile data hardware equipment from Dell Financial Services, LLC (Austin, TX) from January 1, 2013 through December 31, 2013—estimated annual expense \$250,000 (plus tax and shipping). (OPR 2012-1031/RFP 3494-08)

Purchase of various software from Washington State Department of Enterprise Services (Olympia, WA) from January 1, 2013 through December 31, 2013—estimated annual expense \$150,000 (plus tax and shipping). (OPR 2012-1032)

Contract Extension with Cerium Networks, Inc. (Spokane, WA) for maintenance of Cisco SmartNet Equipment from January 1, 2013 through December 31, 2013—estimated annual expense \$257,128.74 (including tax). (OPR 2009-1065/ RFP 3513-08)

Contract Extension with Copiers Northwest, Inc. (Seattle, WA) for the purchase, lease, rental service and management support of Canon or Sharp copiers and Hewlett-Packard printers—estimated annual expense \$150,000. (OPR 2009-1067/ RFP 3596-09)

Contract Extension No. 1 with Polydyne, Inc. (Riceboro, GA) to supply polymer for sludge thickening and dewatering to Riverside Park Reclamation Facility from March 1, 2013 through February 28, 2014—estimated cost depending on usage \$607,448.21 (including tax). (OPR 2011-0146/ BID 3750-10)

Contracts for Certified Arborist On-Call Services (ENG 2010055) (Various Neighborhoods) with:

- Northwest Plant Health Care, Inc. (Post Falls, ID)—not to exceed \$200,000. (OPR 2012-1021)
- Grace Tree Service, Inc. (Hayden, ID)—not to exceed \$200,000. (OPR 2012-1022)
- Senske Lawn and Tree Care (Spokane Valley, WA)—not to exceed \$200,000. (OPR 2012-1023)

Consultant Agreements for Geotechnical Design Support On-Call Services (ENG 2005042) (Various Neighborhoods) with:

- Budinger & Associates (Spokane, WA)—not to exceed \$350,000. (OPR 2012-1024)
- Geengineers, Inc. (Spokane, WA)—not to exceed \$350,000. (OPR 2012-1025)

Consultant Agreements for On-Call Landscape Architect Design Services (ENG 2009117) (Various Neighborhoods) with:

- Sherry Pratt Van Voorhis Landscape Architects (Spokane, WA)—not to exceed \$250,000. (OPR 2012-1026)
- Taylor Engineering, Inc. (Spokane, WA)—not to exceed \$250,000. (OPR 2012-1027)
- Verdis Landscape Architecture: Planning (Coeur d'Alene, ID)—not to exceed \$250,000. (OPR 2012-1028)

Low Bid of Inland Asphalt Company (Spokane, WA) for 14th Avenue from Monroe Street to Grand Boulevard and Queen Avenue from A Street to Nettleton Street and surrounding streets—\$1,339,833.85 (plus tax). An administrative reserve of \$133,983.38 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (PRO 2012-0051/ ENG 2010128/ ENG 2010129)

Software Maintenance Agreement with Xpediter Technologies, LLC to provide support and maintenance services for products licensed by the City of Spokane from January 1, 2013 through December 31, 2014—annual expense \$56,687.81. Total cost—\$113,375.62. (OPR 2012-1029)

Contract with IBM Corporation (Pittsburg, PA) for COPLINK system maintenance from January 1, 2013 through December 31, 2013—annual expense \$45,770. (OPR 2012-1033)

Contract with Integra Information Technologies, Inc. (Boise, ID) for software assurance and hardware maintenance of Hyland equipment for various departments from January 1, 2013 through December 31, 2013—\$73,296.96 (including tax). (OPR 2012-1034)

Contracts with Structured Communications Systems, Inc. (Clackamas, OR) from January 1, 2013 through December 31, 2013 for:

- 24/7 extended support of Symantec centralized backup software—\$94,560 (plus tax). (OPR 2012-1035)
- 24/7 maintenance support of Hitachi hardware and software—\$63,890.24 (plus tax). (OPR 2012-1036)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 31, 2012, total \$17,455,283.08 (Warrant Nos. 458358-459868; ACH Payment Nos. 8980-9211), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$16,961,705.10. (CPR 2012-0002)
- b. Payroll claims of previously approved obligations through December 22, 2012: \$5,666,975.77 (Payroll Check Nos. 509858- 510085)

Executive Session/Council Recess

The City Council adjourned to an Executive Session at 4:04 p.m. to discuss pending litigation matters for 10 minutes. Assistant City Attorney Mike Piccolo was present during the Executive Session. The City Council reconvened at 5:45 p.m. for meet/greet sessions with candidates for appointment to the Design Review Board and the Citizens Streets Advisory Commission. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session, with Council President Stuckart and Council Members Allen, Fagan, McLaughlin, Salvatori, Snyder, and Waldref present. Assistant City Attorney Mike Piccolo and City Clerk Terri Pfister were also present on the dais.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Stuckart.

Roll Call

Council President Stuckart and Council Members Allen, Fagan, McLaughlin, Salvatori, Snyder, and Waldref were present.

MAYORAL PROCLAMATION

January 22, 2013 *Human Trafficking Awareness Day*

Council Member McLaughlin read the proclamation and presented it to Mabel Elson. The proclamation encourages citizens to join with the Mayor to honor human rights and individual freedom by bringing attention to the importance of eliminating human trafficking. Ms. Elson provided information on the vigil for victims of human trafficking that will be held on January 11 from 5:30 p.m. to 6:30 p.m. at the Women's Hearth, 920 W. Second Avenue.

COUNCIL APPOINTMENTS

Motion by Council Member McLaughlin, seconded by Council Member Allen, **to approve** (and thereby confirm) the following appointments and re-appointments; **carried unanimously**:

- Spokane Airport Board: Re-appointment of David Clack to serve a one-year term to begin immediately and expire on December 31, 2013. (CPR 1982-0071)
- Design Review Board: Appointment of Steven Meek to serve an unexpired term as the Urban Planner/Designer representative to begin immediately and expire on March 31, 2013. (CPR 1993-0069)

- Citizens Street Advisory Commission:
 - Appointment of Kathy Miotke to serve an unexpired term as the District 3 representative to begin immediately and expire on December 31, 2014.
 - Appointment of Robert Stevens to serve a six-year term (the unexpired term previously held by Kathy Miotke) as the at-large representative to begin immediately and expire on December 31, 2016.
 - Re-appointment of Dallas Hawkins to serve a six-year term as the District 2 representative to begin immediately and expire on December 31, 2018.
- Northeast Public Development Authority: Re-appoint Craig Riley to serve a three-year term on the Northeast Public Development Authority to begin immediately and expire on November 30, 2015.

CITY ADMINISTRATION REPORTS

Historic Preservation 2012 Report

Kristen Griffin, Spokane City/County Historic Preservation Officer, provided an overview of the goals and accomplishments for Historic Preservation for 2012. In addition, she provided the goals for Historic Preservation for 2013, which are as follows:

- Maintain the network and momentum established by the National Preservation Conference (which was hosted in Spokane in 2012);
- Advance Heritage Tourism planning in Spokane;
- Host a grant-funded workshop to help encourage efficient rehabilitation of historic buildings with historic building codes;
- Play a leadership role in updating the State Historic Preservation Plan (5-year plan);
- Co-host a training workshop for Heritage Barn Register applications.

Ms. Griffin noted that she would send a copy of the 2012 Update on Historic Preservation Program to the City Council.

There were no **Council Committee Reports**.

OPEN FORUM

Mr. Henry Valder complained about (the snow on) sidewalks, especially on Division. He commented on the clearing of sidewalks for the disabled and elderly. He also talked about medical marijuana.

Mr. George McGrath thanked all of the people who braved the elements to get to the City Council meeting this evening. In addition, he expressed dissatisfaction with the City's snowplowing efforts. He commented on snow removal and snowplowing that throws snow on to sidewalks and driveways.

LEGISLATIVE AGENDA

There were no **Emergency Budget Ordinances**.

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2012-0112 – Approving the Appointment of Brian McGinn as the Hearing Examiner

Subsequent to comment by Council President Stuckart and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Motion by Council Member Allen, seconded by Council President Stuckart, to adopt Resolution 2012-0112 approving the appointment of Brian McGinn as the Hearing Examiner for the City of Spokane; **carried upon Unanimous Roll Call Vote**.

Resolution 2012-0013 – Adopting the City of Spokane’s 2013 Washington State Legislative Agenda

The Spokane City Council considered Resolution 2012-0113 adopting the City of Spokane’s 2013 Washington State Legislative Agenda. Council Member McLaughlin commented on the resolution and presented additional language, items numbered 11 through 15, to be added to the 2013 State Legislative Agenda. She noted that item No. 11—Support legislation to eliminate or reduce studded snow tire use—was inadvertently left off the list due to an oversight. At the request of Council Member McLaughlin, the City Clerk read into the record the additional items, numbered 11 through 15, to be added to the 2013 State Legislative Agenda, as follows:

11. Support legislation to eliminate or reduce studded snow tire use.
12. Ensure continued appropriation of committed state shared funds (such as Liquor Excise Taxes and Profits, City-County Assistance Account, Municipal Criminal Justice Account and public health funding).
13. Work to restore liquor revenue. Eliminate \$10 million ongoing diversion of liquor taxes and reinstate local share of excess liquor profits.
14. Resist transferring responsibilities from the state to cities and defend against additional unfunded mandates.
15. Support policies that reduce current excessive regulation and cost burdens, and promote opportunities for urban economic development.

Subsequently, the following actions were taken:

***Motion** by Council Member McLaughlin, seconded by Council Member Allen, to so move (to add in the additional items, numbered 11 through 15, to the 2013 State Legislative Agenda as read by the City Clerk); **carried unanimously.**

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2012-0113** adopting the City of Spokane’s 2013 Washington State Legislative Agenda, as amended.

*Clerical Note: Following the City Council meeting and initial distribution of the 2013 State Legislative Agenda, as amended, it was realized by Council Member McLaughlin and brought to the City Clerk’s attention that item Nos. 10 and 11 are redundant on the Legislative Agenda. At the request of Council Member McLaughlin, as the maker of the motion to amend the 2013 State Legislative Agenda, and after consultation with the City Attorney’s Office, the City Clerk has adjusted/corrected the record (2013 Washington State Legislative Agenda) by removing the redundancy. Item No. 11 (Support legislation to eliminate or reduce studded snow tire use) has been removed in its entirety and items 12 through 15 have subsequently been renumbered as items 11 through 14.

FINAL READING ORDINANCE**Final Reading Ordinance C34936—Inland Power and Light, Inc. Franchise (First Reading held November 19, 2012)**

Subsequent to the opportunity for Council comment and public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C34936** granting Inland Power and Light, Inc., a Washington corporation, the right, privilege and authority and franchise to set, erect, construct, support, attach, connect and stretch facilities between, maintain, repair, replace, enlarge, operate and use facilities in, upon, under, along and across the franchise area for purposes of transmission, distribution and sale of electrical energy for power, heat, light and any other purpose for which such energy can be used.

First Reading Ordinances

The following ordinance was read for the first time with further action deferred:

ORD C34840 Vacating the alley between Cowley Street and Grant Street from East Riverside Avenue south to alley requested by Wolff & Hislop, Attorneys at Law. (Original First Reading held March 5, 2012.)

There were no **Special Considerations**.

There were no **Hearings**.

No individuals spoke during the **Second Open Forum**.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:35 p.m.

Notice of Election

February 12, 2013

**CITY OF SPOKANE
NOTICE OF ELECTION
TO BE HELD FEBRUARY 12, 2013**

PROPOSITION NO. 1

ORDINANCE NO. C - 34941

An ordinance submitting a ballot proposition to the voters of the City of Spokane to amend the Charter of the City of Spokane by adding two new sections regarding the Office of Police Ombudsman, the Police Ombudsman Commission, the independent investigative authority of both entities and other related powers.

WHEREAS, the City of Spokane has been pursuing the establishment of a police ombudsman for several years, which has included the enactment of various ordinances and negotiations with the Spokane Police Guild;

WHEREAS, over 120 other mid sized cities have successfully introduced independent civilian police oversight models; and

WHEREAS, it is widely believed that independent civilian police oversight leads to increased community trust in it's police force and improved relationships between the citizen and police communities, which result in increased public and officer safety; and

WHEREAS, the City Council has continuously called for the City and the Police Guild to negotiate additional terms related to the police ombudsman in order to provide the police ombudsman with independent investigative authority; and

WHEREAS, it is the opinion of the City Council that the establishment and operation of an effective police ombudsman with independent investigative authority is of such importance to the community that the citizens should be given the opportunity to vote to amend the City Charter to include such provisions.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE ORDAIN:

Section 1. That the City Charter of the City of Spokane shall be amended by adding two new sections regarding the Office of Police Ombudsman, the Police Ombudsman Commission, the independent investigative authority of both entities and other related powers to read as follows:

**ARTICLE XVI OFFICE OF POLICE OMBUDSMAN AND
POLICE OMBUDSMAN COMMISSION**

Section 129 Office of Police Ombudsman

A. The office of police ombudsman (OPO) is established in order to:

1. help ensure that investigation of complaints against police officers are accomplished in a timely, fair, and thorough manner;
 2. provide visible, professional, independent civilian oversight of police officers;
 3. provide policy makers with recommendations on improvements to police policy, training and recruitment; and
 4. reassure the public that investigations into complaints and allegations of police misconduct are conducted in a timely, thorough, and objective manner.
- B. The OPO shall have the following responsibilities, as well as other duties and functions established by ordinance:
1. The OPO shall actively monitor all police department internal investigations;
 2. The OPO shall act as an observer to any administrative or civil investigation conducted by or on behalf of the police department when an employee of the police department is involved as a principal, victim, witness, or custodial officer, where death or serious bodily injury results, or where deadly force was used regardless of whether any injury or death resulted.
 3. The OPO shall independently investigate any matter necessary to fulfill its duties under subsection A of Section 129, within the limits of the Revised Code of Washington, Washington State case law, Public Employment Relations Commission decisions, the Spokane Municipal Code, and any collective bargaining agreements in existence at the time this amendment takes effect, but only until such agreement is replaced by a successor agreement.
 4. The OPO shall publish reports of its findings and recommendations regarding any complaints it investigates.
- C. The police ombudsman and any employee of the OPO must, at all times, be totally independent. Any findings, recommendations, reports, and requests made by the OPO must reflect the independent views of the OPO.
- D. The duties and functions of the OPO shall be established by ordinance consistent with the city charter. All authority, duties and functions granted to the OPO shall be consistent with the City's managerial prerogative authority under Washington State labor law.
- E. If any portion of Section 129 is found to be pre-empted by any existing collective bargaining agreement, it shall be deemed severed from this section and unenforceable until such time as the applicable collective bargaining agreement has been replaced by a successor agreement.
- F. The City shall not enter into any collective bargaining agreement that limits the duties or powers of the OPO as set forth in Section 129 unless such limitation is required to comply with existing federal or state law.

Section 130 Police Ombudsman Commission

- A. The office of police ombudsman commission ("commission") is established in order to determine whether the OPO has performed his or her duties consistent with this charter, the SMC and applicable collective bargaining agreements in existence at the time this amendment takes effect, but only until such agreement is replaced by a successor agreement. The commission may direct the OPO to complete specific functions required under the charter, SMC or collective bargaining agreement, including performing additional investigative actions necessary for the OPO to comply with his or her duties and responsibilities.
- B. The commission shall consist of a minimum of five members, two nominated by the mayor and appointed by the city council and one member from each of the three city council districts nominated and appointed by the city council. Members shall serve for a three year term and may be appointed for additional three year terms. The commission shall select its own chair from its membership who shall be responsible for the administrative functions of the commission. The duties and functions of the commission, procedures for increasing the size of the commission by adding additional commissioners and the minimum qualifications for commissioners shall be established by ordinance consistent with the city charter. All authority, duties and functions granted to the commission shall be consistent with the City's managerial prerogative authority under Washington State labor law.

Section 2. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the election to be held on February 12, 2013 in conjunction with the scheduled special election, as the following proposition:

PROPOSITION NO. 1

CITY OF SPOKANE

**AMENDMENT TO CITY CHARTER REGARDING A
POLICE OMBUDSMAN AND COMMISSION**

This proposition will amend the Spokane City Charter by adding two new sections to provide for the establishment of an Office of Police Ombudsman, a Police Ombudsman Commission and the independent investigative authority of both entities, as set forth in Ordinance No. C - 34941.

Should this measure be enacted into law?

Yes ☐

No ☐

Section 3. Effective Date.

This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

Publish: January 16, 23, 30 and February 6, 2013

**CITY OF SPOKANE
NOTICE OF ELECTION
TO BE HELD FEBRUARY 12, 2013**

PROPOSITION NO. 2

ORDINANCE NO. C - 34950

An ordinance submitting a ballot proposition to the voters of the City of Spokane to amend the Charter of the City of Spokane by adding a new section to require a majority plus one vote of the City Council to approve all new councilmanic tax measures and increases thereto.

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, the City Council believes that any new councilmanic tax measure and any increases thereto should be imposed only upon the affirmative vote of a majority plus one of the City Council; and

WHEREAS, the City Council believes that an amendment to the City Charter to require an affirmative vote of a majority plus one of the City Council to approve any new taxes and increases thereto will serve the needs and best interest of the citizens of the City of Spokane.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE ORDAIN:

Section 1. That the City Charter of the City of Spokane shall be amended by adding a new section to require that any new councilmanic tax measure may be levied or increased only by a majority plus one vote of the City Council to read as follows:

Section 21.5 Councilmanic Tax Measures and Increases

After March 1, 2013, a new councilmanic tax may be levied and an existing councilmanic tax increased only by a majority plus one vote of the city council. For purposes of this section, "new councilmanic tax" means a tax for which the city council has the authority to levy but has not or is granted to the city council after March 1, 2013. A councilmanic tax does not include fees, rates and charges, or special assessments. This section does not apply to existing councilmanic taxes levied by the city council as of March 1, 2013 or any renewal or reauthorization of those taxes that does not increase the tax rate.

Section 2. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the election to be held on February 12, 2013 in conjunction with the scheduled special election, as the following proposition:

PROPOSITION NO. 2

CITY OF SPOKANE

AMENDMENT TO CITY CHARTER REGARDING CITY COUNCIL APPROVAL OF TAXES

This proposition will amend the Spokane City Charter by adding a new section to require that, after March 1, 2013, any "new councilmanic tax," as defined in Ordinance No. C- 34950, may be levied or increased only by a majority plus one vote of the City Council; all as set forth in Ordinance No. C- 34950.

Should this measure be enacted into law?

Yes ☐

No ☐

Section 3. Effective Date.

This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

Publish: January 16, 23, 30 and February 6, 2013

CITY OF SPOKANE NOTICE OF ELECTION TO BE HELD FEBRUARY 12, 2013

PROPOSITION NO. 3

RESOLUTION NO. 2012-0106

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR A PERIOD OF FOUR YEARS BEGINNING IN 2014 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR LIBRARY OPERATIONS; PROVIDING FOR THE SUBMISSION OF THE PROPOSITION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION; REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION FOR THE PROPOSITION ON FEBRUARY 12, 2013 IN CONJUNCTION WITH THE SCHEDULED SPECIAL ELECTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington, (the "City") is a first-class city duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington and its City Charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levy or levies as may be approved by the electorate, subject to applicable limitations thereon, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent, all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW, upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, over the past two years, the City has experienced a downturn in the economy resulting in less revenue being collected from the various tax revenue sources available to the City, such as property and sales tax; and

WHEREAS, the City has adopted annual budgets that have significantly reduced the City's expenditures to match the reduced revenue, which have resulted in a reduction in the level of services, including services provided by the Spokane Public Library; and

WHEREAS, the City anticipates that the level of revenue received by the City for the 2014 budget year will be less than the anticipated expenses resulting in additional budget reductions; and

WHEREAS, the City Council desires to increase funding for library operations by submitting to the voters a proposition to increase the regular property tax levy in excess of the amount permitted by state law of \$0.07 per \$1,000 of assessed valuation in 2014 and to have the increase levy amount remain in place for four years to raise approximately \$1,043,429 per year;

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane that:

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on February 12, 2013, in conjunction with the scheduled special election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection a property tax levy to provide funding for library operations.

Section 2. The following proposition shall be submitted in the following form:

CITY OF SPOKANE

PROPOSITION NO. 3

LIBRARY OPERATIONS LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2012-0106, PROVIDING FOR AN INCREASE IN THE REGULAR PROPERTY TAX LEVY IN EXCESS OF STATE LAW BEGINNING IN 2014 IN WHICH THE FUNDING WOULD BE ALLOCATED ONE HUNDRED PERCENT FOR LIBRARY OPERATIONS. THIS PROPOSITION AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2014 BY \$0.07 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.08. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF FOUR YEARS.

SHOULD THIS PROPOSITION BE APPROVED?

YES ☐

NO ☐

Section 3. In the event the proposition specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, to call, conduct and hold within the City a special election on Tuesday, February 12, 2013 in conjunction with the scheduled special election to be held on the same date, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than December 28, 2012.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2014 and continue through 2017.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the proposition as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this 17th day of December 2012.

Publish: January 16, 23, 30 and February 6, 2013

Ordinances

These ordinances are published in this issue of the *Official Gazette* pursuant to passage by the Spokane City Council. It should be noted that these ordinances may be subject to veto by the Mayor. If an ordinance is vetoed by the Mayor, the Mayoral veto will be published in a subsequent issue of the *Official Gazette*.

ORDINANCE NO. C34936

An ordinance of the City of Spokane, Washington, granting Inland Power and Light, Inc. a Washington corporation, the right, privilege and authority and franchise to set, erect, construct, support, attach, connect and stretch facilities between, maintain, repair, replace, enlarge, operate and use facilities in, upon, under, along and across the franchise area for purposes of transmission, distribution and sale of electrical energy for power, heat, light and any other purpose for which such energy can be used.

The City Council of the City of Spokane, Washington, does ordain as follows:

Section 1. Definitions

A. Where used in this franchise (the "Franchise") the following terms shall mean:

1. "Inland" means Inland Power and Light, Inc., a Washington corporation, and its respective successors and assigns.

2. "City" means the City of Spokane, a municipal corporation of the State of Washington, and its respective successors and assigns.
3. "Franchise" means the grant of rights, privileges and authority embodied in this Ordinance.
4. "Franchise Area" means: all rights-of-way for public roads, streets, avenues, alleys, and highways within the City as now laid out, platted, dedicated, acquired or improved; all rights-of-way for public roads, streets, avenues, alleys, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present limits of the City and as such limits may be hereafter extended; and all City owned easements used for such rights-of-way and/or dedicated for the placement and location of utilities, provided such easements would allow Inland to fully exercise the rights granted under this Franchise within the area covered by such easements.
5. "Facilities" means poles (with or without cross arms), including Inland-owned street lighting poles and luminaires, wires, lines, conduits, cables, communication and signal lines, braces, guys, anchors, switches, transformers, ducts, vaults and all necessary facilities and appurtenances thereto, whether the same be located over or under ground.
6. "Ordinance" means this Ordinance No. C34936, which sets forth the terms and conditions of this Franchise.

Section 2. Facilities Within the Franchise Area

- A. The City hereby grants to Inland the right, privilege, authority and franchise to set, erect, construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across the Franchise Area for purposes of transmission, distribution and sale of electrical energy for power, heat, light and any other purpose for which such energy can be used.
- B. Inland acknowledges the City's desire and intent that City rights-of-way be free of encumbrance by rights held by others, including Inland, and that the City requires that rights-of-way dedicated by property owners to the City be free of such encumbrances. All rights-of-way so dedicated shall be Franchise Area and Facilities thereafter placed by Inland therein shall be subject to the terms and conditions of this Franchise. Where new right-of-way is to be added to the Franchise Area through dedication by property owners, Inland agrees that any new Facilities placed within this new right-of-way shall be subject to the terms of this Franchise.
- C. In areas of existing right-of-way or new right-of-way purchased by the City, where Inland has a prior existing easement or other right not derived from this Franchise or a prior franchise granted by the City within a portion of the Franchise Area, and Inland desires to install Facilities within such prior right, then Inland will provide notice of same to the City prior to such installation. The City may request that Inland instead install its Facilities within the Franchise Area pursuant to rights granted by this Franchise. Inland will consider the facts and conditions that bear upon such request and will respond to the City, including meeting with the City to discuss such request, prior to installation of Inland's Facilities. When reasonably determined by Inland to be consistent with prudent utility practice, Inland will install its Facilities as so requested by the City.

Section 3. Non-Franchise Area City Property

- A. This Franchise shall not convey any right to Inland to install Facilities on or to otherwise use City-owned or leased properties outside the Franchise Area.
- B. Existing Facilities installed or maintained by Inland on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined by this Franchise) may be maintained, operated, repaired and/or replaced in like kind by Inland at the location where such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards, and procedures.

Section 4. Noninterference of Facilities/Restoration

- A. Inland's Facilities shall be located and maintained, within the Franchise Area so as not to interfere with the free and safe passage of pedestrian and/or vehicle traffic therein or with the reasonable ingress or egress to properties abutting thereto. Inland's Facilities shall be maintained in accordance with the laws of the State of Washington, Spokane Municipal Code, and applicable regulations and standards of the City.
- B. In the event that the City's Public Works Director reasonably determines, after providing written notice to Inland and a reasonable opportunity for Inland to respond to the Public Works Director's concerns, that any one or more of Inland's Facilities within the Franchise Area interfere with the free and safe passage of pedestrian and vehicular traffic therein or with the reasonable ingress or egress to properties abutting thereto, then Inland shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall fully cooperate with Inland, including, without limitation, allowing changes to or modifications of the Franchise Area (and other City property), at Inland's expense, if such changes or modifications provide the most effective or economical means of eliminating such interference. In the event such interference requires relocation of Inland's Facilities within the Franchise Area, such relocation shall be accomplished in accordance with Section 10 below (any such interference resulting from new development ingress or egress to properties abutting the Franchise Area in proximity to Inland's Facilities existing within the Franchise Area prior to the development shall be subject to Section 10(B)).
- C. Inland shall, after installation, construction, relocation, maintenance, removal or repair of any of Inland's Facilities within the Franchise Area, restore the surface of the Franchise Area and any other City property within the Franchise Area which may be disturbed or damaged by such work, to at least the same condition as the Franchise Area was in immediately prior to any such work. The Public Works Director shall have final approval of the condition of the Franchise Area after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state and local standards and specifications., including, but not limited to, the City of Spokane design standards.(SMC 17H.010). All work by Inland pursuant to this Section shall be performed in accord with the permit issued by the City, together with the laws of the State of Washington, Spokane Municipal Code and applicable regulations and standards of the City as the same now exists or as may be hereafter amended or superseded.

Section 5. Undergrounding of Facilities

- A. Inland acknowledges that the City desires to promote a policy of undergrounding of Facilities within the Franchise Areas. The City, subject to applicable laws, rules, regulations, may direct Inland to install (or relocate from above ground to below ground wires, for the distribution of electricity underground, after a finding by the City, with Inland's concurrence, that such installation is feasible, practical and required for the public interest, safety and convenience. The incremental cost of such installation or relocation of existing Facilities to provide for underground service over conventional overhead practice shall be borne and paid by the City or other party requesting the same, subject to the law and applicable rules and regulations.
- B. New extensions of Facilities (of 15kV or less) constructed by Inland during the term of this Franchise shall be located underground subject to soil conditions at the location and in accordance with applicable rules and regulations.
- C. If, during the term of this Franchise, the City shall direct Inland to underground existing Facilities (of 15kV or less) within the Franchise Area, such undergrounding shall be arranged and accomplished subject to and in accordance with applicable rules and regulations.
- D. This Section 5 shall govern all matters related to undergrounding of Inland's Facilities within the Franchise Area.

Section 6. Compliance with State and Local Regulations

- A. Inland shall comply with all federal, state, and local Laws or regulations applicable to the exercise of Inland's rights and obligations under this Franchise. Upon written inquiry, Inland shall provide a specific reference to either the federal, state, or local law or the WUTC order or action establishing a basis for Inland's actions related to the exercise of such rights and obligations.

- B. This Franchise shall not limit the City, and the City hereby reserves all lawful powers and franchise authority available to it under its general police authority; provided, however, such authority shall be exercised in a manner consistent with and so as not to impair the rights, privileges, authority and franchise conferred to Inland by this Franchise.

Section 7. Records of Installation and Planning

- A. Upon the City's reasonable request, Inland shall provide the City copies of available plans of improvements, relocations and conversions to its Facilities within the Franchise Area; provided, however, any such plans so submitted shall be for informational purposes only and shall not obligate Inland to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.
- B. Upon the City's reasonable request, Inland shall provide to the City copies of available drawings in use by Inland showing the approximate location of Inland's Facilities at specified locations within the Franchise Area. Inland shall further provide, upon the City's reasonable request in connection with the City's design of new streets and intersections and major renovations of existing streets and intersections, field marking of Inland's underground Facilities within the Franchise Area, if such Facilities can be so field marked with reasonable accuracy using devices designed to respond to the presence of Inland's underground Facilities. Notwithstanding the foregoing, however, Inland does not warrant the accuracy or sufficiency of any such field markings or drawings or other information provided by Inland, and Inland will not be liable to the City or others for any errors or defects in the same.

In addition, whenever Inland and the City agree that it is mutually beneficial to both parties in connection with the design of new streets and intersections and major renovations of existing streets and intersections, Inland will verify the actual location of its underground Facilities within the Franchise Area by excavating, including pot holing, at no expense to the City.

Notwithstanding the foregoing, nothing in this Section 7 is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

Section 8. Coordination, Shared Excavations

- A. Inland and the City shall each exercise best reasonable efforts to coordinate construction work either may undertake within the Franchise Areas so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to inform the other party and other utilities within the Franchise Areas of its intent to undertake such construction work. Inland and the City shall further exercise best reasonable efforts to minimize delay or hindrance to construction work undertaken by themselves and other utilities within the Franchise Area.
- B. If, at any time or from time to time, either Inland or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

Section 9. City Use of Facilities

During the term of this Franchise, and with respect to poles which are Facilities and which are (a) wholly owned by Inland and (b) within the Franchise Area, the City, subject to Inland's prior written consent which shall not be unreasonably withheld, may install and maintain City-owned overhead wires upon such poles for police, fire, traffic control and other noncommercial municipal communications purposes. The foregoing rights of the City to install and maintain such wires and cable are further subject to the following:

- A. Such installation and maintenance shall be done by the City at its sole risk and expense, in accordance with all applicable laws, and subject to such reasonable requirements as Inland may specify from time to time (including, without limitation, requirements accommodating Inland's Facilities or the facilities of other parties having the right to use Inland's Facilities);

- B. Inland shall have no obligation arising under the indemnity and insurance provisions of this Franchise as to any circumstances directly or indirectly caused by or related to such City-owned wires or the installation or maintenance thereof; and
- C. Inland shall not charge the City a fee for the use of such poles in accordance with this Section 9 as a means of deriving revenue there from; provided, however, nothing herein shall require Inland to bear any cost or expense in connection with such installation and maintenance by the City.

Section 10. Relocation of Facilities

- A. Whenever the City undertakes (or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area, or the Public Works Director reasonably determines that Inland's Facilities interfere with the free and safe passage of pedestrian and/or vehicular traffic pursuant to Section 4 above, and such public works improvement or interference necessitates the relocation of Inland's then existing Facilities within the Franchise Area, the City shall:
 - 1. provide Inland, within a reasonable time prior to the City's commencement of activities requiring such public works improvement, written notice requesting such relocation; and
 - 2. provide Inland with copies of relevant portions of the City's plans and specifications for such public works improvement.

After receipt of such notice and such plans and specifications, Inland shall relocate such Facilities within the Franchise Area at no charge to the City. If, during the construction of any such public works improvement, an emergency posing a threat to public safety or welfare, or a substantial risk of severe economic consequences to the City, arises requiring the relocation of Inland's Facilities within the Franchise Area, the City shall give Inland notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Inland shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

The City shall act in good faith and shall use its best efforts to provide sufficient space within the Franchise Area for the safe and efficient installation, operation, repair and maintenance of the relocated Facilities. Inland shall act in good faith and shall use its best efforts to install relocated Facilities in such space within the Franchise Area, consistent with prudent utility practice. If the City and Inland agree that there is not sufficient space for the relocated Facilities in the existing Franchise Area, then, unless otherwise mutually agreed by the City and Inland, the City shall provide sufficient space for the relocated Facilities by obtaining additional right-of-way or other equivalent rights mutually agreeable to the City and Inland, which shall be Franchise Area, title of which shall be in the City's name.

If, (i) notwithstanding the use of best efforts by the City and Inland as outlined above, the City and Inland do not agree whether there is or will be sufficient space within the Franchise Area for the relocated Facilities, or (ii) locating such relocated Facilities within such space within the Franchise Area would be inconsistent with prudent utility practice, then Inland may install those Facilities on property outside of the Franchise Area, the rights for which shall be obtained by Inland at no expense to the City. The City and Inland shall each act in good faith and use their respective best efforts to mutually agree on the location of such relocated Facilities outside of the Franchise Area. Absent such mutual agreement, nothing in this Section 10(A) shall limit the rights of the City or Inland with respect to acquisition or use of property rights outside of the Franchise Area.

If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section 10(A), the City shall reimburse Inland for all costs incurred by Inland in connection with such subsequent relocation.

- B. Whenever:
 - 1. any person or entity, other than the City, requires the relocation of Inland's Facilities to accommodate the work of such person or entity within the Franchise Area, including but not limited to, activities relating to development, roadway frontage improvements or mitigation of impacts; or
 - 2. the City requires any person or entity to undertake work (other than work undertaken at the City's cost and expense) within the Franchise Area and such work requires the relocation of Inland's Facilities within the Franchise Area;

Then Inland shall have the right as a condition of any such relocation to require such person or entity to make payment to Inland, at a time and upon terms acceptable to Inland, for any and all costs and expenses incurred by Inland in the relocation of Inland's Facilities.

- C. Any condition or requirement imposed by the City upon any other person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Inland's Facilities within the Franchise Area shall be a condition or requirement causing relocation of Inland's Facilities to occur subject to the provisions of Section 10(B) above; provided, however:
1. in the event the City reasonably determines and notifies Inland that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the construction of a public works improvement within a segment of the Franchise Area on the City's behalf, and
 2. such public works improvement is otherwise reflected in the City's adopted Capital Improvement Program; Transportation Improvement Program; or Transportation Facilities Program;

Then only those costs and expenses incurred by Inland in connecting such relocated Facilities with Inland's other Facilities shall be paid to Inland by such person or entity, and Inland shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Section 10(A).

- D. As to any relocation of Inland's Facilities whereby the cost and expense thereof is to be borne by Inland in accordance with Section 10(A), Inland may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Inland of such written alternatives, the City shall evaluate such alternatives and shall advise Inland in writing if one or more of such alternatives is suitable to accommodate the work which would otherwise necessitate relocation of Inland's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Inland full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternatives proposed by Inland shall be evaluated by the City in an arbitrary or capricious manner. In the event the City determines that such alternatives are not appropriate, Inland shall relocate its Facilities as otherwise provided in Section 10(A).
- E. Nothing in this Section 10 shall require Inland to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or, except for the rights described in Section 3(B), other prior rights.

Section 11. Vegetation Management—Trimming/Removal of Trees

State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Inland to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Inland's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Inland's facilities can lead to power outages and other threats to public safety and welfare. Inland or its agents may inhibit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its electric transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this Section shall prevent Inland, when necessary and with the approval of the record owner of the property on which they may be located, from pruning or removing any trees which overhang the Franchise Area and may interfere with Inland's Facilities, subject to the City's Urban Forestry Program reflected in Chapter 12.02 SMC, Article V thereof, as now or hereafter amended.

Section 12. Trench/ Project Access

The City shall be granted access to the trench(s) being constructed for Conduit owned by Inland in the City Right-of-Way when space is available in the trench for the city to place conduit upon mutual agreement between the City and Inland. The City assumes all responsibility and cost for the installation and maintenance of any City fiber placed in any conduit owned by the City.

Section 13. Right-of-Way Use Permit

Prior to beginning any work within the Franchise Area, Inland agrees for itself and agrees to require any contractor performing such work for Inland, to obtain a Right-of-Way Use Permit from the City and to pay any applicable fees associated with such Permit in accordance with Spokane Municipal Code or other relevant City authority. In the event such fees are not paid in a timely manner, the City reserves the right to suspend issuance of Right-of-Way Use Permits to Inland and its contractors.

Section 14. Indemnification

- A. Inland shall indemnify, defend and hold the City, its agents, officers or employees harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees, made against the City, its agents, officers or employees on account of injury, harm, death or damage to persons or property which is caused by, in whole or in part and then only to the extent of, the willfully tortious, or negligent acts, or negligent omissions of Inland or its agents, servants, employees, contractors, or subcontractors in the exercise of the rights granted to Inland by this Franchise. Provided, however, such indemnification shall not extend to any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the negligence of the City, its agents, employees, officers, contractors or subcontractors.
- B. Inland's indemnification obligations pursuant to Subsection A of this Section 14 shall include assuming potential liability for actions brought by Inland's own employees and the employees of Inland's agents, representatives, contractors, and subcontractors even though Inland might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Inland's exercise of the rights set forth in this Franchise. The obligations of Inland under this Subsection B have been mutually negotiated by the parties hereto, and Inland acknowledges that the City would not enter into this Franchise without Inland's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Inland waives its immunity under Title 51 RCW as provided in RCW 4.24.115.
- C. In the event any matter (for which the City intends to assert its rights under this Section 14) is presented to or filed with the City, the City shall promptly notify Inland thereof and Inland shall have the right, at its election and at its sole cost and expense, to settle and compromise such matter as it pertains to Inland's responsibility to indemnify, defend and hold harmless the City, its agents, officers or employees. In the event any suit or action be started against the City based upon any such matter, the City shall likewise promptly notify Inland thereof, and Inland shall have the right, at its election and at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election, as it pertains to Inland's responsibility to indemnify, defend and hold harmless the City, its agents, officers or employees.

Section 15. Moving Buildings Within the Franchise Area

If any person or entity other than the City obtains permission in the form of a permit from the City to use the Franchise Area for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Inland for the temporary adjustment of Inland's wires to accommodate the moving or removal of such building or other object. Such necessary arrangements with Inland shall be made, to Inland's satisfaction, not less than fourteen (14) days prior to the moving or removal of said building or other object. In such event, Inland shall, at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires which may obstruct the moving or removal of such building or other object, provided that:

- A. the moving or removal of such building or other object which necessitates the adjustment of wires shall be done at a reasonable time and in a reasonable manner so as not to unreasonably interfere with Inland's business; and
- B. the person or entity other than the City obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and hold Inland harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person or entity moving or removing such building or other object or the negligence of the agents, servants or employees of the person or entity moving or removing such building or other object.

Section 16. Default

If Inland shall fail to materially comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Inland a written order to so comply within thirty (30) days from the date such order is received by Inland. If Inland is not in material compliance with this Franchise after expiration of said thirty (30) day period, the City may declare an immediate forfeiture of this Franchise, provided, however, if any failure to materially comply with this Franchise by Inland cannot be corrected with due diligence within said thirty (30) day period then the time within which Inland may so comply may be extended for a period of time as may be reasonably necessary and as agreed upon by the parties, so long as Inland commences promptly and diligently to effect such material compliance. Notwithstanding Inland's obligation to comply and to proceed with due diligence to correct any default, the City recognizes that unavoidable delays and events beyond Inland's control may occur. In such event the parties agree that Inland shall make a good faith effort to expeditiously remedy the default. In the event of a declaration of forfeiture, should either party commence litigation against the other to appeal (in the case of Inland) or enforce (in the case of the City) such declaration of forfeiture, the prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorneys' fees.

Section 17. Nonexclusive Franchise

This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises upon, under and across the Franchise Area which do not interfere with Inland's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 18. Term of Franchise Acceptance

This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from the effective date of the Ordinance. This Franchise is granted upon the express condition that Inland, within sixty (60) days after the adoption of this Ordinance, shall file with the clerk of the City a written acceptance of the same, and when so accepted by Inland, shall constitute a contract between the City and Inland for all the purposes herein set forth. If Inland fails to do so within the time frame above, this Ordinance and Franchise shall be null and void.

Section 19. Recovery of Franchise Costs

As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Inland, except, as provided in RCW 35.21.860, a fee that recovers from Inland actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to RCW 43.21C. Promptly following adoption of this Ordinance, the City shall provide to Inland a statement of the actual administrative expenses incurred by the City that are directly related to approval of this Franchise, and thereafter Inland shall promptly reimburse the City for such expenses. Notwithstanding any other provision of this Franchise, no acceptance by Inland of this Franchise shall be effective in the absence of such reimbursement. Subsequent to such reimbursement, any fees and/or charges imposed by the City upon Inland shall be as specified above. Nothing in this section shall preclude the City from collecting from Inland fees lawfully imposed by the City (related to this Franchise or otherwise) such as permits and inspections.

Section 20. Utility Tax

Inland acknowledges that the City is authorized under the laws of Washington State to impose certain taxes upon Inland. Nothing in this Section 18 shall exempt (nor shall be construed to exempt) Inland from payment of any and all such taxes lawfully imposed by Spokane Municipal Code, as may hereafter be lawfully amended or superseded, and due from Inland; provided, nothing in this Section shall be construed in any many as a waiver of Inland's rights to contest the validity of any such tax or the amount of any tax due. If payment of such taxes is not made by Inland in a timely manner, the City reserves the right, at its sole option, to suspend the rights granted to Inland by this Franchise until such time that Inland pays such taxes or Inland and the City otherwise resolve any matter concerning payment thereof.

Section 21. Assignment of Franchise

All of the provisions, conditions and requirements herein contained shall be binding upon Inland and the City. Inland may not assign or otherwise transfer its rights, privileges, authority and franchise herein conferred without the prior written authorization and approval of the City, which such authorization and approval shall not be unreasonably withheld. The City hereby authorizes and approves Inland to mortgage its rights, privileges, authority and franchise in and under this Franchise to the Trustee for its bondholders.

Section 22. Severability and Survival

- A. If any term, provision, condition or portion of this Franchise shall be held to be invalid such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of the sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- B. All provisions, conditions and requirements of this Franchise that may be reasonably construed to survive the termination or expiration of this Franchise shall survive the termination or expiration of the Franchise. Subject to Section 6 above, the parties' respective rights and interests under this Franchise shall inure to the benefit of their respective successors and assigns.

Section 23. Amendments to Contract

- A. This Franchise may be amended only by mutual agreement thereto, set forth in writing in the form of a City ordinance, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation the Sections addressing indemnification and insurance) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by Inland of any and all of its rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:
 - 1. references this Franchise; and
 - 2. states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

Section 24. No Third Party Beneficiary

Nothing in this Franchise shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the parties. No action may be commenced or prosecuted against any party by any third party claiming as a third party beneficiary of this Franchise. This Franchise shall not release or discharge any obligation or liability of any third party to either party.

Section 25. Insurance

Inland shall procure and maintain for the duration of the Franchise, insurance, or in lieu thereof provide self-insurance, against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Inland, its agents, representatives or employees. Inland shall provide certificate(s) of insurance (Form CG2010ISO or equivalent) and/or evidence of self-insurance, together with an endorsement naming the City, its officers, elected officials, agents, employees, representatives, engineers, and volunteers as additional insured's, to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Franchise. Such certificate(s) of insurance and/or evidence of self-insurance shall evidence the following minimum coverages:

- A. Comprehensive general liability insurance including coverage for premises- operations, explosions and collapse hazard, underground hazard and products completed hazard, written on an occurrence basis, with limits not less than:
- (1) \$2,000,000 for bodily injury or death to each person; and
 - (2) \$2,000,000 for property damage resulting from any one accident.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident.
- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$2,000,000.

The liability insurance policies required by this Section shall be maintained by Inland throughout the term of this Franchise. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Inland. The insurance endorsement required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Inland's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Inland's insurance and shall not contribute with it.

In addition to the coverage requirements set forth in this Section, the cancellation clause of the certificate(s) of insurance (ACORD Form 25 or equivalent) shall be modified to read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder."

Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Inland shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

Section 26. Repealer

Upon the effective date of this ordinance and acceptance of such ordinance and franchise by Inland, Ordinance No. C27636 shall be deemed repealed.

Section 27. Effective Date

This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect thirty (30) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council on January 7, 2013.

(Delivered to the Mayor on the 10th of January 2013.)

Policies and Procedures

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURES

Pursuant to Administrative Policy and Procedure ADMIN 0325-11-01, Section 5.4.1., notice of adoption of the following Department Policy and Procedure(s) is published. All adopted City policy and procedures are available for review in the Office of the City Clerk and at the City Web site <http://www.spokanecity.org/government/policies/>.

PARKS AND RECREATION DEPARTMENT

DEPT 1400-13-04 / LGL 2012-0051

EFFECTIVE DATE: April 12, 2012
REVISION EFFECTIVE DATE: January 1, 2013

TITLE: MINOR CONTRACT AUTHORIZATION

Job Opportunities

The City of Spokane is an Equal Employment Opportunity Employer

GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST SPN 140 PROMOTIONAL ONLY EXAMINATION

SALARY: \$43,263 annual salary, payable bi-weekly, to a maximum of \$64,748
DATE OPEN: Tuesday, January 22, 2013
DATE CLOSED: Applications will be accepted until the close of business on Monday, February 4, 2013. Applicants who have filed a basic application will have until the close of business on Thursday, February 7, 2013, to return the Training and Experience Evaluation form.
OFFICE HOURS: 8:00 a.m. to 5:00 p.m. – Monday through Friday, except holidays

DUTIES:

Performs complex spatial data processing work including data creation, manipulation, and cartographic/data output utilizing geographic information systems (GIS). Requires considerable knowledge of GIS and uses including hardware, software, and applications. Performs related work as required.

PROMOTIONAL REQUIREMENTS: (All requirements must be met by date of examination.)

Completion of two years of experience with the City in the classification of GIS Technician, Engineering Technician III, or higher, AND meet the open entry requirements, which are: Graduation from a four year college or university with a degree in computer science, civil engineering, geography, planning, or related field; AND, at least one year of experience in Geographic Information Systems using Esri software application, to include developing maps and related products, performing spatial analyses, and creating and maintaining GIS datasets. Additional experience may be substituted, on a year for year basis, for up to two years of the education requirement. **Application is required.**

EXAMINATION:

The examination will consist of a Training and Experience Evaluation form and a performance evaluation. Weights are assigned as follows: Training and Experience Evaluation form 80% and performance evaluation 20%.

Upon request, at time of application, the City will provide alternative accessible tests to individuals with disabilities that impair manual, sensory or speaking skills needed to take the test, unless the test is intended to measure those skills.

TO APPLY:

Because this is a promotional only recruitment, it is not posted on the City's website. **To apply, you may send an e-mail no later than 5:00 pm on the closing date requesting your name be added to the Promotional Examination list to Civil Service Internet Mailbox which is civilservice@spokanecity.org. Please include: 1) your full name, 2) present classification, 3) department and phone number; OR go to the Civil Service office on the 4th floor of City Hall during office hours to sign up on the Promotional Examination list. APPLICATION IS REQUIRED for this position.**

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 10th day of January 2013.

MARY DORAN
Chair

GLENN KIBBEY
Chief Examiner

Notice for Bids

Paving, Sidewalks, Sewer, etc.

CALL FOR BIDS**FRANCIS AVENUE FROM CRESTLINE STREET TO HAVEN STREET****Engineering Services File No. 2005052**

This project consists of the construction of approximately 6,675 cubic yards of excavation and embankment, 551 linear feet of storm sewer, 13 drainage structures, 1392 linear feet of sidewalk, 15,355 square yards of 8-inch thick HMA pavement, sundry utility adjustments, and other related miscellaneous items.

The City of Spokane Purchasing Department, Fourth floor, City Hall, 808 West Spokane Falls Boulevard, Spokane WA 99201-3316, will receive sealed bids **until 1:00 p.m., January 28, 2013** for the above project located in Spokane, Washington, in accordance with the Contract Documents on file in the office of the Director, Engineering Services Department. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers.

Copies of the Contract Documents are available at www.cityofspokaneplans.com. The Planholders list is also available at this website. Additional project information including the Engineer's estimated cost range for the project, bid results (after bid opening), as well as information about other City projects are available by following the appropriate links at the following website: www.spokaneengineering.org/bid-information.

The City of Spokane, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulation, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.

Bids shall be submitted on the forms provided in accordance with the provisions of the Specifications. Irregular bid proposals will be rejected in accordance with the specifications.

A certified check or surety bond in the sum of five percent (5%) of the Total Project Bid must accompany the copy of the bid filed with the City Clerk. Successful bidder shall execute the Contract within TEN (10) calendar days after receiving the Contract. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated herein, the bid proposal deposit shall be forfeited to the City of Spokane.

The City of Spokane will normally award this Contract or reject bids within FORTY FIVE (45) calendar days after the time set for the bid opening. If the lowest responsible Bidder and the City of Spokane agree, this deadline may be extended. If they cannot agree on an extension by the 45-calendar day deadline, the City of Spokane reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids.

The City has a new policy regarding addenda. Refer to the Notice to Prospective Bidders Regarding Bid Phase Questions.

Note regarding new specifications: The City of Spokane is using WSDOT's 2012 Standard Specifications. Bidders should allow sufficient time to familiarize themselves with the WSDOT 2012 specifications prior to bidding the project.

Publish: January 9, 16 and 23, 2013

CALL FOR BIDS

11TH AVENUE FROM LATAH BRIDGE TO COEUR D' ALENE STREET; 12TH AVENUE FROM SPRUCE STREET TO INLAND EMPIRE WAY; SPRUCE STREET FROM 12TH AVENUE TO 11TH AVENUE

Engineering Services File No. 2011162

This project consists of the construction of approximately 2,190 cubic yards of excavation and embankment, 380 linear feet of storm sewer, 12 drainage structures, 1,230 square yards of 4-inch thick concrete sidewalk, 50 square yards of 4-inch thick concrete driveway transition, 440 square yards of 6-inch thick concrete driveways, 574 linear feet of concrete curb, 2,610 linear feet of concrete curb and gutter, 5,200 square yards of 3-inch thick hot-mix asphalt (HMA) pavement, sundry utility adjustments, and other related miscellaneous items.

The City of Spokane Purchasing Department, Fourth floor, City Hall, 808 West Spokane Falls Boulevard, Spokane WA 99201-3316, will receive sealed bids **until 1:00 p.m., February 4, 2013** for the above project located in Spokane, Washington, in accordance with the Contract Documents on file in the office of the Director, Engineering Services Department. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers.

Copies of the Contract Documents are available at www.cityofspokaneplans.com. The Planholders list is also available at this website. Additional project information including the Engineer's estimated cost range for the project, bid results (after bid opening), as well as information about other City projects are available by following the appropriate links at the following website: www.spokaneengineering.org/bid-information.

The City of Spokane, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulation, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.

Bids shall be submitted on the forms provided in accordance with the provisions of the Specifications. Irregular bid proposals will be rejected in accordance with the specifications.

A certified check or surety bond in the sum of five percent (5%) of the Total Project Bid must accompany the copy of the bid filed with the City Clerk. Successful bidder shall execute the Contract within TEN (10) calendar days after receiving the Contract. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated herein, the bid proposal deposit shall be forfeited to the City of Spokane.

The City of Spokane will normally award this Contract or reject bids within FORTY FIVE (45) calendar days after the time set for the bid opening. If the lowest responsible Bidder and the City of Spokane agree, this deadline may be extended. If they cannot agree on an extension by the 45-calendar day deadline, the City of Spokane reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids.

The City has a new policy regarding addenda. Refer to the Notice to Prospective Bidders Regarding Bid Phase Questions.

In accordance with SMC 7.06.500 and RCW 39.04.350(1), the low bidder shall complete the Supplemental Bidder Responsibility Criteria form located in Appendix C. Failure to promptly submit the form including supporting documentation if required may delay award of the Contract.

Note regarding new specifications: The City of Spokane is using WSDOT's 2012 Standard Specifications. Bidders should allow sufficient time to familiarize themselves with the WSDOT 2012 specifications prior to bidding the project.

Publish: January 16, 23 and 30, 2013

Notice for Bids

Supplies, Equipment, Maintenance, etc.

REQUEST FOR QUALIFICATIONS

UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES

RFQ #3905-13

Engineering Services Department (File #2012119)

Sealed Proposals will be acknowledged at the 1:15 p.m. public bid opening on **MONDAY, FEBRUARY 4, 2013**, in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES for the Engineering Services Department.

The Request for Qualifications document is available by contacting Connie Wahl, City of Spokane Purchasing, 4th Floor, City Hall, 808 West Spokane Falls Blvd, Spokane WA 99201 at purchasinghelp@spokanecity.org.

REQUEST FOR QUALIFICATIONS (RFQ)

The City of Spokane, Washington is seeking the services of a qualified engineering firm to produce final Plans, Specifications and Estimates (PS&E), and potentially construction management services for the University District Pedestrian/Bike Bridge project. The Consultant will also assist the City of Spokane to obtain required permits. The Consultant may also be required to render technical assistance during the bid process as well as provide construction management services.

The University District Pedestrian/Bike Bridge will cross over the BNSF Railroad Company tracks and the newly constructed Martin Luther King Jr. Way, and provide a connection between the University District's Riverpoint Campus and the area to the south comprised of housing, commercial properties, and regional hospitals.

The type, size, and location (TS&L) of the bridge shall follow the recommendations of the "University Place Pedestrian Overpass TS&L Study". In August of 2012 the "University Place Pedestrian Overpass TS&L Study" was completed. The purpose of the TS&L study was to identify what type of bridge should be constructed, what the spans and general geometry of the bridge needed to be, and where the bridge should be located. The TS&L study included surveying, bridge type and size, project aesthetics, civil and structural engineering, geotechnical exploration, urban planning and design research, definition of permitting requirements, environmental engineering and public involvement to enable the bridge type, size, and location to be determined.

INQUIRIES

The Request for Qualifications Coordinator is the sole point of contact in the City for this procurement. Inquiries and other communications about this Request for Qualifications shall be through the City of Spokane Engineering Services with the RFQ Coordinator. Direct communications with other management or elected officials may be grounds for rejecting a Proposal. The RFQ Coordinator is:

Steve Hansen, P.E.
City of Spokane
Engineering Services
808 W. Spokane Falls Boulevard
Spokane, Wa. 99201-3343
(509) 625-6304
shansen@spokanecity.org

ORGANIZATION OF THE CONSULTANT'S RESPONSE

The Consultant's response to the RFQ shall include as a minimum the following items (Consultant must request a copy of the RFQ for a complete list).

- 1) A Letter of Commitment shall be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Commitment is to include the following information about the Consultant and any proposed subcontractors:
 - a) Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
 - b) Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
 - c) Location of the facility from which the Consultant would operate.
 - d) Identify any current or former City employees employed by or on the firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
 - e) Acknowledgement that the Consultant will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City.

CONSULTANT SELECTION PROCESS

Responses received in reply to this RFQ will be evaluated in accordance with the requirements stated in this solicitation and based on the technical and administrative capabilities of the Consultant in relation to the project goals. A committee of professional engineers and laypersons will review the Consultant Statements of Qualifications according to the following criteria:

- 1) Understanding the qualifications: (15 points)
 - a) The response will be evaluated to assess the Consultant's understanding of the qualifications needed for the work, and issues that should be addressed.
- 2) Technical approach: (25 points)
 - a) The Consultant's response must be based on the review of both the August of 2012 the "University Place Pedestrian Overpass TS&L Study" report, and the Public Works Trust Fund Capital Grant application submitted to the Washington State Department of Commerce.

- b) The Consultant's qualifications will also be weighed in relation to the Consultant's overall perceived understanding of the project and approach for accomplishing the objectives of the RFQ. This approach should clearly outline any specific data required and the proposed procedures for obtaining, processing, and evaluating the required data.
- 3) Staff Capabilities: (25 points)
 - a) The proposed staffing should demonstrate suitable experience and skills in pedestrian and bicycle bridge design, stormwater, cost estimating, environmental review, and all permitting issues.
- 4) Management Capability: (20 points)
 - a) The Consultant's response will be evaluated to determine the adequacy of management as evidenced by the staffing plan and lines of coordination and authority. Any intended use of Sub-consultants in performance of the work must be documented as to their availability and relationship to the other staff. Letters of commitment are required.
- 5) Time required to complete the work: (15 points)
 - a) The time frame to perform the work under this RFQ shall commence at time of selection and is as follows:
 - (1) The PS&E must be completed by no later than April 30, 2014. The contract will begin no later than March 31, 2013.

SUBMISSION OF PROPOSALS

Consultants shall limit their submittals to 15 pages, plus résumés and commitment letters. By signature on the commitment letter, Proposers certify that they comply with all terms and conditions set out in the Request for Qualifications.

Proposal documents should be submitted to City of Spokane Purchasing **no later than 1:00 p.m. PDT on Monday, February 4, 2013**. Proposals must be sent sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Proposals delivered late. The City reserves the right to not consider Proposals received late. **Only firm Proposals with signatures will be evaluated.**

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"

"RFQ #3905-12 – UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES"

"DUE: 2/4/2013 - 1:00 P.M."

YOUR COMPANY NAME

Submit one (1) paper original, three (3) paper copies, and one (1) reproducible digital copy (cd or thumb drive) of the Proposal to:

City of Spokane - Purchasing
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

NOTE: Proposals will not be accepted by fax or email

The City of Spokane encourages disadvantaged, minority, and women-owned consultant firms to respond.

Persons with disabilities may request this information be prepared and supplied in alternate forms by contacting Ms. Gita George-Hatcher at (509) 625-7083 or through the Washington Relay Service at 7-1-1 or by emailing ggeorge-hatcher@spokanecity.org.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement,

disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The right is reserved to reject any and all Proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the Proposer when considering this contract.

All response packages are to be clearly marked with: **"RFQ #3905-13, UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES, DUE 2/4/13"**.

Connie Wahl, C.P.M., CPPB
City of Spokane Purchasing

Publish: January 9 and 16, 2013

REQUEST FOR PROPOSALS

TAX AUDIT & RECOVERY SERVICES City of Spokane Tax & License Department

RFP #3890-13

Sealed Proposals will be opened at the 1:15 p.m. public bid opening on **MONDAY, JANUARY 28, 2013**, in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for RFP #3890-13, TAX AUDIT & RECOVERY SERVICES for the City of Spokane Tax & License Department.

The Request for Proposals document is available by contacting Thea Prince, City of Spokane Purchasing, 4th Floor, City Hall, 808 West Spokane Falls Blvd, Spokane WA 99201 at purchasinghelp@spokanecity.org.

Proposal documents should be submitted to City of Spokane Purchasing **no later than 1:00 p.m. on MONDAY, JANUARY 28, 2013**. Proposals must be sent sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Proposals delivered late. **Only firm Proposals with signatures will be tabulated. Submit Original Proposal, seven (7) paper copies and one (1) reproducible CD or thumbdrive to:**

City of Spokane – Purchasing
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

The right is reserved to reject any and all Proposals and to waive any informalities in the Proposals. Special attention will be directed to the qualifications of the Proposer when considering this contract.

All response packages are to be clearly marked with: **"RFP #3890-13, TAX AUDIT & RECOVERY SERVICES, DUE 1/28/13"**.

Thea Prince
City of Spokane Purchasing

Publish: January 16 and 23, 2013

MISCELLANEOUS WATERWORKS PRODUCTS

Water Department

BID #3906-13

Sealed bids will be opened at 1:15 p.m., **TUESDAY, JANUARY 22, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for MISCELLANEOUS WATERWORKS PRODUCTS for the City of Spokane Water Department.

Detailed specifications and proposal forms are available from City Purchasing, by contacting Thea Prince at purchasinghelp@spokanecity.org.

Submittal Instructions:

Bid proposal forms may be submitted to the Purchasing Department **until 1:00 p.m. on the date of opening**. Proposals must be sent sufficiently ahead of time to be received by the opening date and time. City of Spokane is not responsible for proposals delivered late.

Submit one (1) original copy of response to:

Division of Purchasing
City of Spokane
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201

The right is reserved to reject any and all proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm proposals with signatures will be tabulated.**

Envelopes containing proposals are to be marked: **“MISCELLANEOUS WATERWORKS PRODUCTS, BID 3906-13, DUE 1/22/13”**.

Thea Prince
Purchasing Department

Publish: January 9 and 16, 2013

**VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS &
MANHOLE RINGS & TNR LIDS**

Water Department

BID #3907-13

Sealed bids will be opened at 1:15 p.m., **TUESDAY, JANUARY 22, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS & MANHOLE RINGS & TNR LIDS for the City of Spokane Water Department.

Detailed specifications and proposal forms are available from City Purchasing, by contacting Thea Prince at purchasinghelp@spokanecity.org.

Submittal Instructions:

Bid proposal forms may be submitted to the Purchasing Department **until 1:00 p.m. on the date of opening**. Proposals must be sent sufficiently ahead of time to be received by the opening date and time. City of Spokane is not responsible for proposals delivered late.

Submit one (1) original copy of response to:

Division of Purchasing
City of Spokane
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201

The right is reserved to reject any and all proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm proposals with signatures will be tabulated.**

Envelopes containing proposals are to be marked: **“VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS & MANHOLE RINGS & TNR LIDS, BID 3907-13, DUE 1/22/13”.**

Thea Prince
Purchasing Department

Publish: January 9 and 16, 2013

LINCOLN HEIGHTS PUMP STATION PUMPS
Water Department

BID #3908-13

Sealed bids will be opened at 1:15 p.m., **TUESDAY, JANUARY 22, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for a LINCOLN HEIGHTS PUMP STATION PUMPS for the City of Spokane Water Department.

Detailed specifications and proposal forms are available from City Purchasing, by contacting Thea Prince at purchasinghelp@spokanecity.org.

Submittal Instructions:

Bid proposal forms may be submitted to the Purchasing Division **until 1:00 p.m. on the date of opening**. Proposals must be sent sufficiently ahead of time to be received by the opening date and time. City of Spokane is not responsible for proposals delivered late.

Submit one (1) original and one (1) copy of response to:

Division of Purchasing
City of Spokane
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201

The right is reserved to reject any and all proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm proposals with signatures will be tabulated.**

Envelopes containing proposals are to be marked: **“LINCOLN HEIGHTS PUMP STATION PUMPS, BID #3908-13, DUE JANUARY 22, 2013”**

Thea Prince
Purchasing Division

Publish: January 9 and 16, 2013

**CITY OF SPOKANE SEEKS PROPOSALS FOR
2013 STRONG FAMILIES INITIATIVE**

The Community, Housing and Human Services Board is initiating efforts to develop a holistic approach to serving high risk families and the children who are at-risk of being removed from their families. As such, the City of Spokane Community, Housing and Human Services Department is seeking proposals from non-profit agencies to act as the Lead Agency for the Strong Families Initiative. Proposals are due February 22, 2013 no later than 5:00 p.m.

Funds for this RFP come from the City of Spokane Emergency Solutions Grant (ESG). \$60,000 is available for this RFP. The City of Spokane Community, Housing and Human Services Department will act as administrator of the awarded contract.

Proposals will be reviewed and scored by an RFP evaluation committee. The Community, Housing and Human Services Board will approve recommendations and anticipates presenting its funding recommendations to the City Council in late March 2013. The City Council will make the final decision on funding.

A letter of intent to apply must be submitted via email to smorley@spokanecity.org on or before January 18, 2013 at 5 p.m.

Non-profit (including faith-based) agencies with 501(c)3 designation, are eligible to apply. Faith-based organizations and churches may not restrict client participation based on religious affiliation or activities.

The full request for proposals (RFP) is available on the Community, Housing and Human Services Department's web site at <http://www.spokanechhs.org/>
