



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 4



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 14, 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, Snyder, and Waldref were present. Council Member Salvatori arrived at 3:32 p.m. Council Member McLaughlin arrived at 3:34 p.m.

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

Advance Agenda Review

There was no Advance Agenda Review as the regularly scheduled City Council meeting for Tuesday, January 22, 2013, has been canceled. There is no meeting scheduled on Monday, January 21, 2013, due to the recognized Martin Luther King Jr. holiday.

ADMINISTRATIVE SESSION**Current Agenda Review**

The City Council reviewed changes and additions to the January 14, 2013, Current Agenda.

(Council Member Salvatori arrived at 3:32 p.m.)

Council Suspension of Rules

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

Increase Administrative Reserve on Contract with Bacon Concrete (PRO 2012-0025)

Motion by Council Member Fagan, seconded by Council Member Allen, to add 5.c. (increase administrative reserve on contract with Bacon Concrete, Inc. for the Neighborhood Traffic Calming Project –Districts 1, 2 and 3) back on the (January 14) agenda (thereby moving it forward from the January 28 agenda); **carried unanimously (Council Member McLaughlin absent).**

Interlocal Agreement with Spokane County for Animal Control Services (OPR 2013-0030)

Motion by Council Member Allen, seconded by Council Member Fagan, to add Item No. 8 (Interlocal Agreement with Spokane County for Animal Control Services for 20 years beginning January 1, 2014) to the January 14 Current Consent Agenda; **carried unanimously (Council Member McLaughlin absent).**

For the record, the City Clerk noted a revised copy of Attachment 1 to the animal control services interlocal agreement has been filed with the City Clerk's Office, with copies provided to City Council.

Council President Stuckart then requested that this matter be moved from the Consent Agenda to tonight's Legislative Agenda for consideration.

(Council Member McLaughlin arrived at 3:34 p.m.)

Resolution 2013-0002 Regarding Proposition Statements of Approval or Rejection

The City Council considered adding the following item to its (January 14) agenda and action was taken, as follows:

Motion by Council Member Allen, seconded by Council Member Waldref, to add Resolution 2013-0002 (regarding the appointment of committees to prepare statements advocating voters' approval and rejection of Propositions No. 1, No. 2 and No. 3 on the February 12, 2013 Special Election) to tonight's (Legislative) Agenda; **carried unanimously**.

CONSENT AGENDA

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

Extension No. 2 to Contract with Corvel Healthcare Corporation (Seattle, WA) to provide medical bill review and related services for the Workers' Compensation Program from January 1, 2013 through December 31, 2013—not to exceed \$100,000. (OPR 2008-1135)

Extension No. 3 to Contract with Don Schaechtel, LLC (Leavenworth, WA) to provide safety management consulting services to the Riverside Park Water Reclamation Facility—\$14,300. (OPR 2009-0947 / RFQ/P 3617-09)

Multijurisdictional Agreement with Spokane County for implementation of the Industrial Pretreatment Program. (OPR 2013-0002)

Contract with AECOM, Inc. (Spokane, WA) for final design and services during construction of the Combined Sewer Overflow Reduction Program Basins 26 and 34-1—\$4,788,857. (OPR 2013-0003 / ENG 2010088 / RFQ 3802-11)

Increase the administrative reserve on contracts with:

- a. Spokane Rock Products, Inc. (Spokane, WA) for the Riverside Extension Phase 1 (Martin Luther King Jr. Way)—\$300,000. (PRO 2010-0039 / ENG 2004047)
- b. Schimmels Construction (Spokane, WA) for Lidgerwood Street from North Avenue to Francis Avenue and surrounding streets—\$21,000. (PRO 2012-0009 / ENG 2010126)
- c. Bacon Concrete, Inc. (Colbert, WA) for the Neighborhood Traffic Calming Project—Districts 1, 2 and 3—\$2,785.95.

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 7, 2013, total \$3,704,011.01 (Warrant Nos. 459871-460165; ACH Payment Nos. 9212-9259), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,696,917.46. (CPR 2012-0002)
- b. Payroll claims of previously approved obligations through January 5, 2013: \$6,029,328.10: \$5,666,975.77 (Payroll Check Nos. 510116-510315) (CPR 2013-0003)

Contract with APS Healthcare Bethesda, Inc. (White Plains, NY) for the Employee Assistance Program from February 1, 2013 through January 31, 2016 with an option for a two-year extension—not to exceed \$70,600. (OPR 2013-0030)

Executive Session/Council Recess

The City Council adjourned to Executive Session at 3:36 p.m. to discuss three pending litigation matters for 30 minutes. Assistant City Attorneys Mike Piccolo, Sam Faggiano, Tim Szambelan, and Bruce Cox and Special Counsel Milt Rowland were present during the Executive Session. The City Council reconvened 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 PROCLAMATIONS

January 24, 2013 *Gonzaga University Day*

Mayor David Condon read the proclamation and presented it to Thayne M. McCulloh, D. Phil., President of Gonzaga University. The proclamation encourages citizens to recognize the distinctive value of this great institution in our community and celebrate the extraordinary and long live partnership we share with Gonzaga University. Dr. McCulloh invited the community to an event in recognition of the day at the Spokane Convention Center on January 24 from 6:00 p.m. to 10:00 p.m.

January 21, 2013 *Martin Luther King, Jr. Memorial Day*

Council President Stuckart read the proclamation in honor of Dr. King. The community is invited to the Convention Center on January 21 at 10:00 a.m. to participate in the march on that day.

CITY ADMINISTRATION REPORTS**Citizens Streets Advisory Committee Fall/Winter Report**

Dallas Hawkins, Chair, provided highlights and accomplishments of the Citizens Streets Advisory Committee Fall/Winter Report. A copy of the report is on file in the City Clerk's Office.

There were no **Appointments**.

COUNCIL COMMITTEE REPORTS**Public Safety Committee**

Council Member McLaughlin reported on the Public Safety Committee meeting held earlier today (January 14). Minutes of the Public Safety Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Public Safety Committee.

Finance Committee

Council Member Snyder commented on the Finance Committee meeting held last week (January 9). Minutes of the Finance Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Finance Committee.

Public Works Committee

Council Member Allen reported on the Public Works Committee meeting held earlier today (January 14). Minutes of the Public Works Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Public Works Committee.

OPEN FORUM

Joan Medina commented on homeless people, the homeless encampment, challenging economic conditions, and stated that criminalizing the helpless is not the way.

Cheryl Steele commented on the "West Central News," a publication of the West Central Neighborhood.

George McGrath commented on transparency.

LEGISLATIVE AGENDA

There were no **Emergency Budget Ordinances**.

There were no **Emergency Ordinances**.

FINAL READING ORDINANCES**Final Reading Ordinance C34948—Avista Franchise (First Reading held December 10, 2012)**

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

Upon Unanimous Roll Call Vote, the City Council **passed Ordinance C34948** Granting Avista Corporation, d/b/a/ Avista Utilities, a Washington Corporation, a public utility franchise to locate, access, construct, install, own, operate, maintain, repair, and replace poles, elevated and underground wires, cables and appurtenances for the transmission, control and distribution of electricity within the City.

Final Reading Ordinance C34949—LightSpeed Networks Inc. Franchise (First Reading held December 10, 2012)

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

Upon Unanimous Roll Call Vote, the City Council **passed Ordinance C34949** granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications services to the public.

For Council Action on Final Reading Ordinance C34840, see section of minutes following “Resolutions.”

RESOLUTIONS**Resolution 2013-0001 Confirming appointment of Heather Trautman as Office of Neighborhood Services and Code Enforcement Director**

Subsequent to comments by Community and Neighborhood Services Division Director Jonathan Mallahan, public testimony from one individual, and Council comment, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2013-0001** approving the appointment of Heather Trautman as the Office of Neighborhood Services and Code Enforcement Director for the City of Spokane.

Resolution 2013-0002

The City Clerk provided a full reading of Resolution 2013-0002 (since the resolution had not been on file for three-business days pursuant to Council Rule 7.1.2). Council Member Waldref then provided an overview of the resolution. She noted there are still two committees that no one has signed up to be on. One is the committee advocating rejection for Proposition 1 relating to the Office of Police Ombudsman, and the other committee is preparing a statement advocating rejection of the Library operations levy. Council Member Waldref noted the Council is still looking for individuals if they wish to write a 250-word statement in opposition to either of those propositions. Any interested individuals will need to get in contact with the Council Office by tomorrow, as the statements need to be in by the end of the week. Subsequent to an opportunity for public testimony and any additional Council comments, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2013-0002** regarding the appointment of committees to prepare statements advocating voters' approval and rejection of Propositions No. 1, No. 2 and No. 3 on the February 12, 2013 special election.

FINAL READING ORDINANCES (continued)**Final Reading Ordinance C34840—Vacating alley between Cowley and Grant from East Riverside Avenue south to Alley (First Reading held January 14, 2013)**

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

Upon Unanimous Roll Call Vote, the City Council **passed Ordinance C34840** vacating the alley between Cowley Street and Grant Street from East Riverside Avenue south to alley requested by Wolff & Hyslop, Attorneys at Law.

There were no **First Reading Ordinances**

SPECIAL CONSIDERATIONS (continued)**Interlocal Agreement with Spokane County for Animal Control Services (OPR 2013-0030)**

Gerry Gemmill, Director of Local Government and Labor Relations, reported on the Interlocal Agreement with Spokane County for Animal Control Services. Subsequent to public testimony and Council comment, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved** the Interlocal Agreement with Spokane County for Animal Control Services for 20 years beginning January 1, 2014—\$561,492.

Community, Housing and Human Services Board Recommendations for 2013 (OPR 2013-0004)

Subsequent to an overview by Community, Housing and Human Services Director Jerrie Allard; Michael Cannon, Board Chair; and Kim Taylor, Board Vice-Chair, Council inquiry and comment, and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved** the Community, Housing and Human Services Board recommendations and authorization to enter into contracts with various agencies from January 1, 2013 through December 31, 2013.

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 7:23 p.m.

CIVIL SERVICE COMMISSION MEETING

January 15, 2013

Mary Doran, Chair, called the regular meeting to order at 9:30 a.m. All Commission members were present, except Jim DeWalt, who was excused.

Agenda Item I.

Approval of Minutes:

Ms. Doran introduced the Minutes from the regular meeting of December 18, 2012, for approval. Hearing no changes or corrections, Ms. Doran stated that the minutes would stand approved as prepared.

Agenda Item II.

Staff Activities:

Glenn Kibbey, Chief Examiner, stated that December was another busy month for the staff, with job announcements, examinations, classification surveys, assisting departments with organizational changes, processing requisitions for employee lay offs resulting from departmental reorganizations, etc.

The following statistics were reported for December, 2012:

Announcements issued	2	Classifications under review	18
Examinations	12	Classifications reviewed	4
Requisitions received	25	Classifications revised	4
Requisitions certified	23	Classifications New/Deleted	2/0
Requisitions pending	2	Title Changes	1
Requisitions cancelled	1	Surveys cancelled/pending	2/9

Average days from departmental initiation to receipt of requisitions in Civil Service = 4.9

Average days from requisition receipt to certification = 0.04

Percentage of Requisitions Certified within 24 hours of receipt = 100%

The Chief Examiner reported additional details regarding examinations administered during December, as well as classification surveys cancelled and in progress. Mr. Kibbey further reported on promotional qualification changes to the classification of Police Captain, which had been agreed to by management and the bargaining unit.

Agenda Item III.

Classification Resolution:

The Chief Examiner stated that the resolution provides for retitling the classification of Fire Dispatcher to Fire Communications Specialist, in order to more properly reflect the duties and responsibilities of the classification. It was reported that the title change has concurrence of management and the bargaining unit, and Mr. Kibbey recommended adoption. Cheryl Beckett moved to adopt the resolution. Phyllis Gabel seconded the motion, and the motion carried unanimously.

Agenda Item IV.

Resolution to Amend List of Classifications designated as Senior Administrative Assistants:

The Chief Examiner reported that the resolution provides for the addition of the classification of Police Commander to the list of classifications designated as Senior Administrative Assistants, in accordance with Rule V, Section 5, of the Civil Service Rules. It was reported that the resolution also provides for the removal of the classification of Police Major from the list, as it will no longer meet the criteria, as well as for a housekeeping change due to a recent title change for the classification of Senior Planner to Principal Planner. Mr. Kibbey noted that the Police Department organization chart and

class spec indicates that the classification of Police Commander is consistent with such designation. Ms. Beckett moved to adopt the resolution. Craig Hult seconded the motion, and it carried unanimously.

Agenda Item V.

CDL Requirement for Labor Foreperson position in Street Department:

Ms. Doran introduced the agenda item. Mr. Kibbey reported that he had received a letter from Heather Lowe, Human Resources Director, dated January 10, 2013, indicating that the parties had met to discuss the position, and that they had agreed that the position in the Street Department Signs and Markings section would require a CDL (Class B) as part of the minimum qualifications. Mr. Kibbey read the letter for the record, and stated that it appeared to resolve the issue that had previously been heard by the Commission.

Joe Cavanaugh, President of Local 270, addressed the Commission and confirmed that the parties had recently met and agreed to the requirements stated in the letter from Ms. Lowe. He continued that there were still two other positions in the classification, in the Water Department and Park Department, that had yet to be resolved and that the parties would be meeting to discuss them. Ms. Doran stated her understanding that the question before the commission has been resolved. Mr. Cavanaugh answered that it has.

Agenda Item VI.

Claim by Local 270 regarding Lay Off Actions and Contracting Out of Classified Work:

Ms. Doran introduced the agenda item. The Chief Examiner reported that he had received an email from Mike Smith, staff representative for Local 270, requesting a continuance of this item to the regular Commission meeting in February. Mr. Kibbey reported that he had administratively granted the continuance, notified the parties, and that no action is required of the Commission at this time.

Agenda Item VII.

Other Business:

Ms. Doran asked if there was any other business. Hearing no further business to come before the Commission, Ms. Doran adjourned the meeting at 9:39 a.m.

Glenn Kibbey
Chief Examiner

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. C34840

An ordinance vacating the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley

WHEREAS, a petition for the vacation of the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley in the southwest 1/4 of Section 17 Township, 25 North, Range 43 East, is hereby vacated. Alley is more fully described as Lot 11, Block 5, First Addition to Third Addition to Railroad which was dedicated for alley purposes. Parcel number not assigned.

Section 2. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

PASSED by the City Council on January 14, 2013.

(Delivered to the Mayor on the 15th of January 2013.)

ORDINANCE NO. C34948

An ordinance of the city of Spokane, Washington granting Avista Corporation, d/b/a Avista Utilities, a Washington Corporation, a public utility franchise to locate, access, construct, install, own, operate, maintain, repair, and replace poles, elevated and underground wires, cables and appurtenances for the transmission, control and distribution of electricity within the City.

WHEREAS, Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation has respectfully requested that the City of Spokane, Washington (hereinafter referred to as "City"), renew its Franchise to locate, access, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, control and distribution of electricity within the City; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will be given their common and ordinary meaning.

1.1 Avista. "Avista" means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

1.2 City. "City" means the City of Spokane, a municipal corporation of the State of Washington.

1.3 Commission. "Commission" means the Washington Utilities and Transportation Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Washington.

1.4 Days. "Days" means business days.

1.5 Facilities. "Facilities" means, collectively, any and all electric transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to poles, towers, overhead and underground wires and cables, conduits, vaults, transformers, meters, meter-reading devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, and control of electricity, whether the same be located above or below ground.

1.6 Franchise. "Franchise" means this Ordinance.

1.7 Franchise Area. "Franchise Area" means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- (iv) any other specifically designated City-owned property.

1.8 Maintenance, maintaining, or maintain. The definition of the terms "Maintenance, maintaining, or maintain" includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

1.9 Parties. "Parties" means City and Avista collectively.

- 1.10 Party.** "Party" means either City or Avista individually.
- 1.11 Person.** "Person" means a business entity or natural person.
- 1.12 Right-of-way.** "Right-of-way" means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, utility easement and/or Right-of-way now or hereafter held or administered by the City within its corporate limits.
- 1.13 State.** "State" means the State of Washington.
- 1.14 Tariff.** "Tariff" means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission during the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

Subject to the terms and conditions of this Franchise, the City hereby grants to Avista the non-exclusive privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, access, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing electricity, as may be necessary to provide electric service to its Customers within the Franchise Area and for no other purpose. Avista accepts all areas in existing condition(s) and the City makes no express or implied assurances of the suitability of any area for Avista's needs or purposes, whether now or hereafter.

2.1 Non-Franchise Area City-Owned Property.

This Franchise shall not convey any right to Avista to locate, install, extend, or construct Facilities on or to otherwise use City-owned or leased properties outside the Franchise Area.

Existing Facilities installed or maintained by Avista prior to the enactment of this Ordinance on public grounds and places within the City in accordance with prior franchise agreements or easements (but which such Facilities are not within the Franchise Area as defined by this Franchise) may be maintained, repaired, replaced, operated, and used in like kind by Avista at the location where such Facilities exist as of the Effective Date of this Franchise for the term of this Franchise; provided, however, that 1) 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, 2) the City provides no express or implied assurances of suitability for all existing Facilities outside of the City's Franchise Area, and 3) Avista is otherwise bound by all other Franchise obligations.

2.2 Duration of Franchise

The rights, privileges and Franchise granted to Avista will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.3 Non-Exclusive Franchise

This Franchise is not, and will not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista'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. City may not, however, award an electric franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.4 Notice of City's Intent to Compete With Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Electric service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six months notice of such action.

2.5 Assignment Of Franchise

Avista shall not assign or otherwise transfer its Franchise herein without the prior written authorization and approval of City, which such approval and authorization shall not be unreasonably withheld. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.6 Recovery of Franchise Cost

2.6.1 Authority.

So long as 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 Avista, except a fee as provided in RCW 35.21.860 that recovers from Avista actual administrative expenses incurred by the City that are directly related to:

- (i) receiving and approving a permit, license or this Franchise;
- (ii) preparing a detailed statement pursuant to Chapter 43.21C RCW, as the same exists now or may hereafter be amended.

2.6.2 Fee

The parties understand that the restrictions of RCW 35.21.860 forbid the imposition of a franchise fee. If, at some time, the restrictions of this statute should be removed, Avista and the City shall negotiate a fair and reasonable franchise fee.

2.6.3 Additional Fees

Nothing in this Section shall preclude the City from collecting from Avista fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits.

2.7 Utility Tax.

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

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

3.1.1 In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities and operations in the Franchise Area. This includes all applicable laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area.

3.1.2 The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption by the City of any new rule, procedure or policy affecting Avista's operations under the Franchise, the City shall provide Avista a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair, relocation or operation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the existing facilities or construction and maintenance of other utilities (public or private) including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchise Area to the extent such information is reasonably available. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavation, prior to commencing work.

3.4 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 Avista to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Avista's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Avista's facilities can lead to power outages and other threats to public safety and welfare. Avista 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 Avista, 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 Avista's Facilities, subject to the City's Urban Forestry Program reflected in Chapter 12.02 S.M.C., Article V thereof, as now or hereafter amended.

3.5 Right Of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. In addition, Avista shall only commence excavation work upon the issuance of applicable permits by the City. Avista also acknowledges that excavations required in arterial streets, especially during peak hours of operation, or during special civic events require substantial coordination with the City prior to issuance of a permit. Avista agrees to coordinate such activity prior to commencing excavation as necessary to minimize impacts to the public as required by the City.

3.6 Restoration of Franchise Area

Upon completion of any phase of an excavation project within the Franchise Area, Avista shall, without delay, and at Avista's sole expense, remove all debris and restore the surface of the Franchise Area as nearly as possible to as good or better condition as it was in before the work began. Avista shall replace any property corner monuments, survey references, or hubs that were disturbed, damaged, or destroyed during Avista's work in the Franchise Area. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the City, and to the City's specifications, and in accordance with the City's most current adopted Pavement Cut Policy.

3.7 Workman-like Completion

Any excavation work performed in the Franchise Area shall be carried out in accordance with all applicable City permit requirements, rules, and procedures. Additionally, such excavation work shall be performed with reasonable dispatch, in a workmanlike manner, and with as little interference or inconvenience to the rights of the public as may be reasonable.

3.8 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, subject to the following conditions. In the event of such an emergency requiring immediate action, Avista shall: (i) take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, the City's property, or other persons or property, and to protect the public health and safety; (ii) as soon as possible thereafter, obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit; and (iii) the City shall not be responsible for any and all costs associated with such emergency action.

3.9 Compliance with Rules and Regulations

Avista shall comply with all ordinances, codes, rules, regulations, or policies now or hereafter adopted by the City regarding excavations in the Franchise Area and the Facilities contained therein.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State. Avista shall be bound by all ordinances, resolutions, codes, regulations or policies now or hereafter adopted regarding the City's Franchise Area.

4.1 Necessary Construction/Maintenance By City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than thirty (30) business days' notice of said work, and provided further that the City, its agents and contractors shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.2 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.3 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective.

4.4 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, to the extent permitted by law and in the event Avista has made substantial plans, begun construction or previously constructed Facilities in the subject street or alley, such vacation shall, upon reasonable request from Avista, be subject to the reservation of a perpetual easement in favor of Avista for the purpose of operating and maintaining the Facilities of Avista.

4.7 Utility Pole Attachments by City

City shall be permitted, upon reasonable notice to Avista and without charge by Avista, to attach its traffic control, street lighting, fire and police communications equipment and City-owned information technology communications infrastructure that is used for internal City communications ("City IT Infrastructure") to Avista's poles in the Franchise Area, but at the City's own risk and only in accordance with standard safety practices, codes and Avista specifications. If there is not sufficient space available on Avista's structures such structures may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance and capacity for City facilities. Such City facilities shall be subject to removal or repositioning by Avista to the extent necessary for utility worker safety and the proper construction, maintenance, operation or repair of Avista's Facilities and appurtenances. City assumes all responsibility for the installation and maintenance of City's facilities installed on Avista's Facilities.

SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES

City acknowledges that Avista is obligated to provide electric service and related line extension, relocation or conversion of Facilities for the benefit of its Customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

5.1 Relocation of Facilities

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area or other City-owned property as specifically designated by the City for such purpose. Whether relocation is necessary shall be determined by the City in its sole discretion, which discretion shall be reasonably exercised taking into account all facts and circumstances. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than ninety (90) calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the City. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. If, at any time, the City shall cause or require the alteration or the improvement of any road, right of way or other public property which is subject to rights granted by this Franchise within the Franchise Area, Avista shall, upon written notice from the City change the location or readjust the elevation of its system and other Facilities so that the same shall not interfere with such work and so that such equipment and Facilities shall conform to such new grades or routes as may be established. In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall make a reasonable effort to accommodate said relocation on alternative Public Right(s) of Way. If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

5.2 Relocation of Facilities Requested By Third Parties

If Facilities are to be relocated at the request of and for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation. The City shall have no responsibility for the costs of such third party relocations and shall only incur costs pursuant to 5.1 in the event of subsequent relocation requests (within 3 years).

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, upon Avista's request in writing, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

5.4 Temporary Relocation of Facilities Requested by Third Parties

At the request of any Person holding a valid permit or other written permission from the City, and upon reasonable advance notice and payment by the permit holder of Avista's expenses of such temporary change, Avista will temporarily raise, lower or remove its Facilities as necessary to accommodate a permittee of the City desiring to move over-sized structures or equipment along or across the Right-of-Way in the Franchise Area.

5.5 Conversion of Electric Facilities

City, subject to applicable laws, rules, regulations and tariffs, may direct Avista to convert from above ground to below ground wires, for the distribution of electricity underground and City IT Infrastructure, provided that the City IT Infrastructure is associated with an existing conversion project, after a finding by City, with Avista's concurrence, that such installation is feasible, practical and required for the public interest, safety and convenience. The incremental cost of such conversion of existing Facilities shall be borne and paid by the City or other party requesting the same, subject to law and such rules, regulations, and Tariffs of the Commission. It is expressly agreed by both Parties that this Section 5.6 does not apply to any conversion of transmission infrastructure.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of Avista's Facilities in the Franchise Area; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, its employees or agents. Avista's indemnification obligations pursuant to this Section shall include assuming liability for actions brought by Avista's own employees and the employees of Avista's agents, representatives, contractors, and subcontractors even though Avista might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Avista's exercise of the rights set forth in this Franchise. The obligations of Avista under this Section have been mutually negotiated by the parties hereto, and Avista acknowledges that the City would not enter into this Franchise without Avista's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Avista waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

6.2 Notice to Avista of Intent to Assert Rights

In the event any matter (for which the City intends to assert its rights under this Section) is presented to or filed with the City, the City shall promptly notify Avista thereof and Avista shall have the right, at its sole cost and expense, to settle and compromise such matter as it pertains to Avista's responsibility to indemnify, defend, and hold harmless the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and volunteers provided Avista supplies the City with written acceptance of its indemnification obligations as contained in this Section. In the event any suit or action is commenced against the City based upon any such matter, the City shall likewise promptly notify Avista thereof, and Avista shall have the right, 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 Avista's responsibility to indemnify, defend and hold harmless the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and/or volunteers; provided Avista has agreed in writing to the full indemnification and defense of the City and its officers, elected officials, agents, representatives, engineers, consultants, employees and volunteers. In the event of a less than full written agreement to indemnify and defend, the City may select attorneys and bill the costs of the same to Avista and Avista shall pay the same. Failure of the City to give notice as required herein shall not be a defense except and to the extent that Avista demonstrates actual prejudice therefrom.

6.3 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its officers, employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION**7.1 Non-waiver**

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Revocation and Forfeiture of Franchise

If Avista shall materially violate any of the provisions of this Franchise through material or material or unreasonable failure to heed or comply with any notice given Avista under the provisions of this Franchise, this Franchise may be revoked or annulled by the City and Avista shall forfeit all rights conferred under the Franchise; provided, however, the City shall give 90-days' written notice of its intention to revoke the Franchise during which period Avista shall have the opportunity to remedy any breach. No forbearance by the City shall constitute a waiver of the City's right to enforce any provision of this Franchise.

7.3 Franchise Dispute Resolution

Except in cases of forfeiture under Section 7.2, disputes regarding the interpretation or execution of the terms of this Franchise shall be resolved by direct discussion between a decision-making representative of Avista and the City's Public Works Director. Such discussion shall take place as soon as reasonably possible once the Parties are aware of the dispute.

In the event that direct discussions do not result in resolution of the dispute, the Parties shall in good faith attempt resolution of the matter through mediation. The Parties shall select a mediator as soon as reasonably possible after the failure of direct discussions. Should the Parties not agree on mediator selection, either of them may request that one be appointed by the Seattle office of the American Arbitration Association. Once a mediator is appointed, the Parties shall abide by the rules and instructions of the mediator. A mediation session shall be held as soon as reasonably possible after appointment of the mediator, and decision makers with authority to resolve the dispute shall personally attend the mediation session.

Participation in direct discussions and mediation shall be conditions precedent to the commencement of any other form of dispute resolution. The Parties shall share the cost of mediation fees and expenses equally. If a dispute continues to exist, venue for any legal action arising out of the existence of this Franchise shall be in the state or federal court located in Spokane County, Washington.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any action arising out of the existence of this Franchise.

SECTION 8.0 INSURANCE**8.1 Coverage Required**

Avista shall procure and maintain for the duration of the Franchise, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the Franchise granted herein to Avista, its officers, directors, agents, representatives, servants, employees, or volunteers. Avista shall provide certificate(s) of insurance and all policy endorsements naming the City as an additional insured, and to the City for its inspection and approval prior to the commencement of any work or installation of any Facilities pursuant to this Franchise. Such certificate(s) of insurance shall evidence the following minimum coverage amounts:

- (i) Comprehensive general liability insurance including coverage for premises—operations, explosions, and collapse hazard, underground hazard and product completed hazard, written on an occurrence basis, with limits not less than: \$10,000,000 for bodily injury or death to each person; and \$10,000,000 for property damage resulting from any one accident.

- (ii) Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 for each person and \$5,000,000 for each accident.

8.2 Duration of Coverage

The liability insurance policies required by this Section shall be maintained by Avista 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 Avista. Such coverage shall continue to apply after termination, cancellation, or expiration of the Franchise as to all claims accruing during any hold-over period for a minimum of three (3) years, or longer if the Facilities remain in the ground.

8.3 Primary Coverage

Avista's insurance with respect to Avista's Franchise obligations and indemnity to the City shall be primary insurance with respect to the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and volunteers. Any insurance, including self insured retention maintained by the City, its officers, elected officials, agents, representatives, engineers, consultants, employees, and/or volunteers shall be in excess of Avista's insurance and shall not contribute with it.

8.4 Proof of Continued Coverage

On or before sixty (60) days of the anniversary Effective Date of the Franchise, Avista shall file with the City Clerk/Treasurer proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, indicating City coverage required herein and a provision that the coverage may not be cancelled or reduced without at least thirty (30) days prior written notice to the City.

SECTION 9.0 GENERAL PROVISIONS

9.1 Non-assumption of Risk by City

By granting this Franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Avista. Avista shall, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, when necessary to protect the public health and safety.

9.2 Limited Rights

This is only intended to convey a limited right and interest. It is not a warranty of title or interest in the Franchise Area or any other City-owned property. None of the rights granted herein shall affect the City's jurisdiction over its property, including but not limited to the Franchise Area.

9.3 Franchise As Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

9.4 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

9.5 Prior Franchises Superseded

Upon Avista's acceptance of this Franchise, all rights and obligations of the City and Avista under the prior Franchise granted by the City (Ordinance No. C34948) shall terminate, and the Parties' rights and obligations shall be governed by the terms and conditions provided in this Franchise as of the Effective Date. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to Avista's acceptance, including but not limited to, any outstanding indemnity or administrative fee payment obligations.

9.6 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

9.7 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

9.8 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

9.9 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

9.10 Acceptance of Franchise.

Avista has provided its unconditional written acceptance of all the terms and conditions of the Franchise.

9.11 Notices

Notwithstanding any other provision in this Franchise, the City shall not be liable for any failure or alleged failure to provide notice or timely notice to Avista unless Avista can demonstrate that it has been substantially harmed by the City's failure to provide such notice. For purposes of this Franchise, the contact information and addresses for the City and Avista shall be as follows:

If to the City: Director, Public Works and Utilities
 2nd Floor, City Hall
 808 W. Spokane Falls Blvd
 Spokane, WA 99201

With Copy to: City Attorney Legal Department
 5th Floor, City Hall
 808 W. Spokane Falls Blvd
 Spokane, WA 99201

If to Avista: Director of Operations
 P.O. Box 3727
 Spokane, WA 99220-3727

From time to time the City and Avista may designate another person and/or address for all purposes of this Franchise by a notice given to the other party in accordance with the provisions hereof.

9.10 Franchise Effective Date

This Ordinance takes effect after publication in accord with the requirements of the City Charter, enactment by the City Council, with approval of the Mayor, and acceptance by Avista. The City Clerk is authorized to indicate the effective date upon these events.

PASSED by the City Council on January 14, 2013.

(Delivered to the Mayor on the 15th of January 2013.)

ORDINANCE NO. C-34949

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to LightSpeed Networks Inc., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation

Section 10. Undergrounding
Section 11. Facilities for City Use
Section 12. Liability; No duty
Section 13. Insurance
Section 14. Taxes, fees
Section 15. Franchise administration
Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary to furnish and deliver Telecommunications services as provided in the Franchise. It includes poles, wires and conduits, but not above ground pedestals or other special installations in the Public Right of way absent written permission of the Administering officer.

"Gross Revenues" means any and all revenue, of any kind, nature, or form, without deduction for expenses in the City of SPOKANE and is further defined in Section 14. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, associated drainage Facilities, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility Facilities, as well as municipal traffic signal, street lighting and communications Facilities in the Right of way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the Right of way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other Facilities located in or near the Right of way or areas or easements opened and accepted for municipal use.

"Public Right of way" or "Right of way" means land acquired by or dedicated to the City for public roads and streets, but does not include

state highways;

land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public;

structures, including poles and conduits, located within the Right of way;

federally granted trust lands or forest board trust lands;

lands owned or managed by the state parks and recreation commission; or

federally granted railroad rights of way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "Telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and LightSpeed Networks Inc. as Grantee, hereafter also "Grantee". Grantee is an Oregon Corporation whose home office is 921 SW Washington Street., Ste. 370, Portland, OR 97205. Any notice sent hereunder shall be sent to the above address to Attention: General Counsel. Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to Robin Smith: telephone (503) 414-0479; email rsmith@LSNetworks.net; fax (503) 227-8585.

- B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy the Public Right of way, to locate Facilities to provide Telecommunications service to the public in the City of Spokane and/or to transport Telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public Right of way for cable service or cable television service. The grant is by way of general permission to occupy the Right of way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on permission

- A. Should the City determine Grantee is using the Franchise beyond its purpose or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public Right of way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City. [Cross reference section 16 B for cure and default provision.]
- B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the Right of way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.
- C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance; PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight twenty (20) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General provisions

- A. Grantee will become and remain in good standing a corporation registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a toll free public telephone number 24 hours a day, seven days a week for customer access, personally staffed at least during normal business hours.
- B. Grantee will provide safe and reliable service to its customers at rates that are fair and reasonable, in accordance with all applicable laws and regulations, including regulatory ordinances, resolutions of the City Council and orders of the Administering officer relating to use of the Right of way or otherwise to areas within municipal jurisdictional powers as may now or hereafter arise. Grantee agrees to be accessible to its customers and responsive to customer needs.
- C. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public Right of way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. [See also, section 7; Pavement Cut policy.] Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.
- D. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the Right of way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

- A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS Director and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the Administering officer. Above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements.
- B. The City reserves the right to change, regrade, relocate, or vacate the Public Right of way and/or skywalk over the Right of way at no expense or liability to the City. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within ninety (90) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer, at its sole expense and liability, including handling any third party claims, such as service interruption. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the notice period may be shortened, giving reasonable consideration also for Grantee's needs.
- C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the Right of way, when reasonably necessary for construction, alteration, repair, or improvement of the Right of way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6B shall apply for the relocation contemplated in this Section 6C.
- D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:
1. Where Grantee has paid for the relocation cost of the same Facilities in the Right of way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
 2. Where aerial to underground relocation of authorized Facilities in the Right of way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
 3. Where the City requests relocation in the Right of way solely for aesthetic purposes, unless otherwise agreed to by the parties.
 4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to municipal request.
- E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.
- F. The Administering officer may require the relocation of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right of way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

Section 7. Grantee to restore affected areas

Subject to section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the Right of way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to Facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days in performing any obligation here or elsewhere in the Franchise, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances.

Section 8. Information, good engineering, inspections

- A. Grantee will supply information requested by the Administering officer such as installation inventory, locates of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.
- B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other Right of way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited access, no obstruction, accommodation

- A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public Right of way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.
- B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.
- C. Grantee will not interfere with Municipal infrastructure uses of the Right of way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the Right of way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee facilities in the Right of way as, in the judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such Right of way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other Right of way occupants or users, other utilities, franchisees, or permittees. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public Right of way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

- A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right of way, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee facilities provided under this paragraph, or use such facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All facilities supplied shall be maintained to technical specifications.
- B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between LightSpeed Networks Inc. and the other party would not be violated by the City's attachment use of the aerial pole.
- C. Grantee agrees to notify the City MIS Director at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

- A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Grantee will indemnify and hold harmless the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.
- B. Grantee accepts that access to any Franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.
- C. It is not the intent of this ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

- A. During the term of this Franchise, the Administering officer, with the advice of the City Risk Manager may review the relative risk of Grantee's installation and operations and direct changes to insurance and liability protections as he/she may require. Unless so modified, Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, with the City of Spokane named as an additional insured.
- B. Any Grantee insurance policy or approved self insurance arrangements addressing requirements of this Franchise shall be primary to any City insurance coverage or, in the event the City is self insured, any Grantee policy shall afford first dollar protection coverage for risks included in Grantee's operations. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be cancelled or reduced without at least thirty (30) days notice to the City, filed as above provided.

Section 14. Taxes, fees

- A. No Franchise fee is assessed for telephone business operations in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telephone business franchise fees is removed or modified to allow a Franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days notice to invoke this provision and any Franchise fee under it shall be prospective in nature.
- B. If Grantee operates a Cable television service, the cable franchise fee is 5% of gross receipts from said business from the time of commencement of such operations, but this shall not excuse full compliance with other applicable requirements.
- C. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within forty-five (45) days of billing pursuant to this Franchise. Failure to pay within forty-five (45) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.
- D. The City reserves the right to audit any books or records required to enforce any lawful tax, fee or expense to be paid by Grantee. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location within the City of Spokane or by mutually accepted other arrangements. Grantee agrees, that no later than sixty (60) after receiving written request from the City Treasurer to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Treasurer on the same day as filed, postage prepaid, affecting any of Grantee's Facilities or business operations in the City of Spokane. Any information provided by Grantee to City shall be subject to public disclosure under the public records act, RCW 42.56.

Section 15. Franchise administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its Right of way or other franchised areas. For the performance of all Franchise obligations, time is of the essence. All City acts under this Franchise are discretionary, guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

- A. Any assignment of use or occupancy privileges requires consent of the City in the manner originally granted. This does not apply to minor stock transfers, or assignments to affiliates. No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. In any condemnation proceeding brought by the City, no grantee of any permission, permit or franchise under this chapter or otherwise shall ever be entitled to receive any return thereon, or its value.
- B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days notice to Grantee and opportunity to cure. No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.
- C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise render the same safe as the Officer reasonably determines.
- D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.
- E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

PASSED by the City Council on January 14, 2013.

(Delivered to the Mayor on the 15th of January 2013.)

Policies and Procedures

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT ADMINISTRATIVE POLICY AND PROCEDURE

ADMIN 1400-13-01 / LGL 2012-0038

EFFECTIVE DATE: January 12, 2012

REVISION EFFECTIVE DATE: January 1, 2013

TITLE: PURCHASES OF GOODS AND SERVICES UNDER THE PUBLIC BID DOLLAR THRESHOLDS

1.0 GENERAL

1.1 This document sets forth the City of Spokane Parks and Recreation Department's policy and procedure for obtaining quotes for purchases of goods, personal services, architectural and engineering services, public works and service/repairs under the public bid dollar thresholds.

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2.0 DEPARTMENTS/DIVISIONS AFFECTED:

This policy and procedure shall apply to all employees, regular or temporary, in the City of Spokane Parks and Recreation Department.

3.0 REFERENCES

City Charter Section 48. Park Board -- Powers.
Rules of the Park Board Section 14, General Operating Policies and Procedures, Rulings, and Appeals
RCW 39.04.190

4.0 DEFINITIONS

4.1 "Department" means the City of Spokane Parks and Recreation Department.

4.2 "Director" means the Director of Parks and Recreation.

5.0 POLICY

5.1 It is the policy of the City of Spokane Parks and Recreation Department to provide for the fair and equitable treatment of persons who deal with the Department procurement system; to maximize economy in procurement activities; and to foster effective broad-based competition in the purchase of goods, the acquisition of services and the performance of public works.

6.0 PROCEDURE

See Appendices

7.0 RESPONSIBILITIES

The Director of Parks and Recreation is responsible for administering this policy.

8.0 APPENDICES

City of Spokane Parks and Recreation Department Purchasing Procedures

APPROVED BY:

Barbara Burns
Assistant City Attorney

January 15, 2013

Leroy Eadie
Director – Parks and Recreation

January 15, 2013

APPENDICES

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

PURCHASING PROCEDURES

Effective January 1, 2013

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1.0 GENERAL

1.1 PURPOSE

This document establishes procedures for use by City of Spokane Parks and Recreation Department staff in the purchase of goods, acquisition of services and performance of public works, the cost of which is under the public bid limits.

This document does not create any enforceable rights or causes of actions in third parties.

1.2 GOALS

The Department's contracting and purchasing goals include:

- Maximizing the quality and integrity of the Department's purchasing system;
- Maximizing the purchasing value of Department funds;
- Providing a uniform Department-wide purchasing system to the extent practical and feasible; and,
- Assuring fair and equitable treatment of individuals/firms who deal with the Department's purchasing system.

1.3 SCOPE

These procedures apply to the lease and purchase of goods; the acquisition of personal services, including architectural and engineering design services, and public works projects. The procedures do not apply to the sale or lease of real property.

1.4 CONTROLLING LAWS

All procurements shall comply with appropriate federal, state, and local laws and regulations. To the extent that any federal or state laws, regulations, grants, or funding requirements vary from these procedures, they should be followed. Contact the City Attorney's Office regarding questions of potential conflicts.

1.5 PROPER AUTHORIZATION

Only authorized individuals, pre-approved in writing by the Director may obligate the Department to acquire goods and services. Individuals making procurements on behalf of the Department without proper authorization shall be personally liable to the vendor and the Department, and shall be subject to disciplinary action up to and including discharge.

Employees will be required to sign an authorization agreement prior to being allowed to make procurements.

Individuals making procurements on behalf of the Department and who do not follow proper procedures, including obtaining purchase order/contract before receipt of goods may be personally liable to the vendor and the Department, and shall be subject to disciplinary action up to and including discharge.

2.0 ETHICAL CONDUCT

Employees making procurements for the Department shall conduct themselves in an ethical manner as follows:

- They will regard public service as a sacred trust and give primary consideration to the interests of the public agency that employs them.
- They will behave with impartiality, fairness, openness, integrity, and professionalism in their dealings with suppliers.
- They will excuse themselves from participation in any situation where a conflict of interest may be involved.
- They will at no time or under any circumstances accept, directly or indirectly, gifts, gratuities, or other things of value from suppliers which might influence or appear to influence purchasing decisions.
- They will not seek or dispense personal favors that are in conflict with their professional responsibility.
- They will strive to obtain the maximum ultimate value of each dollar of expenditure.
- They will demand honesty in sales representation whether through verbal or written statement, advertisement, or sample of product.
- They will make every reasonable effort to negotiate a fair and mutually agreeable settlement of any conflicts with suppliers.
- They will follow the policies and procedures of the City of Spokane and the Department, using reasonable care and granted authority.

3.0 PURCHASING GUIDANCE

3.1 ANTICIPATED COST

The anticipated annual need (any twelve month period) for a particular good, service or public work should be used to determine the appropriate quote process or whether or not the procurement should be publicly bid. Closely related goods will be considered as one purchase on an annual basis when determining which process applies.

3.2 TOTAL COST AND QUANTITY

The total cost and quantity of goods, services or public works, including any applicable taxes, freight, or set-up charges, shall be considered when determining the appropriate purchasing process or public bid requirements.

Example:

If one pump is to be purchased now at an estimated cost including sales tax and delivery of \$8,959, but a total of three pumps are expected to be purchased during the year at an aggregate cost of \$26,877 (\$8,959.00 times three), then the procurement of the first pump falls within the "\$20,000 - Bid Limits" category.

3.3 MULTI-PHASE PROGRAMS

If the total overall objective of any specific program over a twelve month period of time is to be completed in phases, the total accumulated cost for all phases will be considered when determining the appropriate purchasing process.

Example:

A golf course is fertilized three times a year, and the material cost for each fertilizing is \$9,000 (including tax and freight). The three-phase program then has a total material cost of \$27,000, and should be handled as a purchase within the "\$20,000 - Bid Limits" category. Delivery times may be established for each phase.

3.4 MULTI-DEPARTMENT REQUIREMENTS

To the extent practical, the requirements of separate departments and divisions for the same goods or services will be considered together when determining the appropriate purchasing process.

Example:

All City departments require miscellaneous paper products such as toilet paper, hand towels, garbage can liners, etc. Each department should provide an estimate of its needs to the Accounting Department - Purchasing Division so it can aggregate the requirements to obtain the best price/delivery from vendors.

3.5 TRADE-INS

The value of a trade-in will not be included when determining the appropriate quote process. However, the trade-in price may be considered when determining the most favorable quote after quotes have been solicited.

4.0 PROCUREMENT GUIDELINES

4.1 AWARD OF PURCHASE ORDER / CONTRACT

When purchases and contracts are obtained by competitive quotes, the purchases and contracts shall be awarded to the firm / individual submitting the most favorable quote that meets the requirements and criteria set forth in the request for quotes. The most favorable quote is normally the lowest responsive quote by a responsible firm.

Submitted quotes must substantially comply with the City's procedures or quote specifications to be considered as "responsive". Whether or not a quote is responsive is to be decided on a case-by-case basis given the individual facts of each quote. The test of whether a quote has a material irregularity is whether or not it gives a vendor a substantial advantage or benefit not enjoyed by other vendors submitting quotes. There is much more flexibility in dealing with the issue of responsiveness with quotes than with formal sealed bids. Questions should be directed to the City Attorney's Office.

When determining whether a quote is most favorable and a firm / individual is "responsible", the following factors are to be considered:

- price, including the cost of the good over its expected life if so indicated in the request for quotes
- conformity of the goods, public work and/or services quoted with the request for quotes
- ability, capacity and skill of the firm / individual to provide the good or perform the contract
- character, integrity, reputation, judgment, experience, and efficiency of the firm / individual
- whether the firm / individual can perform the contract within the time specified
- quality of performance on previous contracts
- previous and existing compliance by the firm / individual with laws relating to the contract
- servicing resources, capability and capacity
- lack of uniformity or interchangeability, if such factors are important
- energy efficiency of the good over its expected life
- any other information that may have a bearing of the decision to award the contract

In addition, for public works contracts, the firm / individual must be registered as a licensed contractor with the State of Washington.

4.2 CANCELLATION

The Department may cancel a Request for Quotes / Proposals, or reject any and all quotes / proposals in whole or in part, at its sole discretion and option before the actual order is made or contract signed.

4.3 QUOTE SPECIFICATIONS

The specifications in the Request for Quotes should clearly and accurately describe the technical requirements for the good or service to be purchased. The specifications should not contain features that unduly restrict competition. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used. It is the responsibility of the vendor to demonstrate to the Department's satisfaction that its product is "equal" to that specified. Requests for approval of substitutions must be made with sufficient time to allow the Department to adequately review the substitution request, including time for vendors to respond to questions and requests for additional information or clarification. The Department has no obligation to accept proposed substitutions or hire outside experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to award, other firms / individuals will be notified if practical and convenient.

4.4 PUBLIC WORKS QUOTES

Employees should use the standardized public works Request for Quotes form when soliciting quotes for public works (e.g., building construction or repair). Public works contractors are required to pay prevailing wages to their employees. It is important to make sure the correct wage rates are included in the request for quotes as the rates change on a periodic basis. Public works contracts also have special performance bonding and payment retainage requirements. Questions regarding how to use the standardized public works Request for Quotes form should be directed to the City Attorney's Office.

4.5 PURCHASING CREDIT CARDS

Most departments have a purchasing credit card that can be used to acquire small, low-cost items for which a purchase order is either impractical or not available. Only specific employees in each department are authorized to use the cards. Use of purchasing credit cards shall be in accordance with City Policy ADMIN 0040-12-01.

4.6 PETTY CASH

The purchase of small incidental items may be made using petty cash in accordance with the City's Cash Management Policy & Procedures Manual

5.0 EMERGENCIES

"Emergency" means unforeseen circumstances beyond the control of the Department that either: (a) present a real immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Competitive quotes / proposals are usually not required when an emergency exists. However, in making emergency purchases, an effort shall be made to include as much competition that is practical under the circumstances

The Department buyer shall document the facts that constitute the emergency and specify the necessary procurement and its costs. The documentation shall be kept on file in the Department.

If the cost of the emergency procurement is greater than the appropriate procurement threshold for department action, contact immediately the Accounting Department - Purchasing Division or City Attorney's Office as appropriate.

6.0 SOLE SOURCE OR PROPRIETARY PROCUREMENTS

"Sole sources" are purchases, public works and services that are clearly and legitimately limited to a single source of supply; or involve special facilities or market conditions.

Occasions may arise when competition among potential vendors is not possible for a particular procurement. The Department buyer shall document the facts that constitute the sole source, specify the necessary procurement and its costs on the special form provided by the Accounting Department - Purchasing Division. The documentation shall be kept on file in the Department.

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, contact immediately the Accounting Department - Purchasing Division or City Attorney's Office as appropriate.

7.0 PURCHASES OF GOODS

7.1 GENERAL

“Purchasing” means the purchasing, lease-purchasing, leasing, or other acquisition or disposition of any goods. “Goods” means all things which are movable at the time of being identified in the purchase order / contract.

Examples of purchased goods include leases of equipment and the buying of vehicles.

The public bid limit for purchases is adjusted each January based on the average of the previous July national CPI-W and CPI-U Consumer Price Indices. The public bid limit for purchases in the year 2013 is \$46,500 within a twelve month period. Purchases above this amount are to be procured through a formal written public bid process through the Accounting Department - Purchasing Division. Purchases below this amount shall follow these quote procedures.

7.2 PROCUREMENT PROCESS

PURCHASES OF GOODS		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 – \$750	Not Required	<ul style="list-style-type: none"> Seeking competition is recommended, but not required for this dollar range. Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
\$751 - \$20,000	3 Informal Quotes (Using Department)	<ul style="list-style-type: none"> Informal quotes shall be obtained by telephone, fax, email or internet (if phone, document conversation). Contact at least three vendors. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Vendors located within the City should be considered. Be sure that technical information defines acceptable quality. Insure vendors are quoting on equal and comparable items, etc. Provide all vendors the same information
\$20,001 – Bid Limits	3 Written Quotes (Purchasing Division only)	<ul style="list-style-type: none"> Prepare written document/letter including at a minimum: description and quantity of goods required and desired delivery. Contact at least three vendors. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Vendors located within the City should be considered. Be sure that technical information defines acceptable quality. Insure vendors are quoting on equal and comparable items, etc. Provide all vendors the same information. Vendors shall submit formal written responses.

7.3 PURCHASE REQUISITION PROCESS

The purchase requisition in FMSII is the first procedural step for the purchase of goods. If the purchase is over \$20,000.00 (including sales tax and freight), the purchase requisition will be handled by the Accounting Department - Purchasing Division. If the purchase is from \$751.00 to \$20,000 (including sales tax and freight), the first step is to obtain quotes following the procedure in section 7.2 above. After receiving the quotes, the purchase requisition will need to be entered in FMSII and it will need to be approved by the Director or designee. After the purchase requisition has been approved, a purchase order shall be entered using the approved purchase requisition as a reference document in FMSII. The purchase order number shall be given to the vendor when the order is placed by the Department. The vendor shall put the purchase order number on all invoices pertaining to that order. When the Department is placing the order with the vendor, it needs to make sure that the estimated quote amount includes freight/shipping and that the “bill-to” address is correct so the invoice is mailed directly to the Department. When entering the purchase order into the FMSII system, it is the Department's responsibility to choose the correct vendor and make sure the purchase order represents a “complete” picture of the purchase. The purchase order must be approved by the Director or designee for the submitting department. If the purchase order is \$5,000.00 (including sales tax and freight) or more or if the vendor requires a written purchase order, an “Official” Purchase Order shall be printed (using the instructions in the FMSII Manual) and mailed or faxed to the vendor. After the product has been received in the Department, a receiver document will need to be entered into FMSII and the invoice sent to the Accounting Department – Purchasing Division for payment.

8.0 PERSONAL SERVICES

8.1 GENERAL

“Personal service” means the furnishing of labor, time, or effort by a person as an independent contractor, not involving the delivery of a specific end product. It includes professional or technical consultants hired to accomplish a specific study or project task, and services provided to accomplish routine, continuing and necessary functions.

Examples of personal services include speakers, accounting, appraisals, and security services. Architectural, engineering, and surveying services are covered in section 9.0.

Building maintenance service contracts (e.g., window washing, janitorial, etc.) require the payment of state prevailing wages to the employees. They do not require a performance bond or payment retainage.

The public bid limit for personal services is adjusted each January based on the average of the previous July national CPI-W and CPI-U Consumer Price Indices. The public bid limit for personal services for 2013 is \$46,500 within a twelve month period.

Personal services greater than annual bid limit are to be procured through a formal written public bid or proposal process through the Accounting Department - Purchasing Division. Personal services below this amount shall follow these quote procedures.

8.2 PROCUREMENT PROCESS

PERSONAL SERVICES		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 –\$10,000	Not Required	<ul style="list-style-type: none"> Seeking competition is recommended, but not required for this dollar range. Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
\$10,001 – Bid Limits	3 Written Quotes or Proposals (Using Department)	<ul style="list-style-type: none"> Prepare written document / letter including at a minimum: description of services required, project schedule, request for individual / firm’s qualifications, request for costs or fees, and due date for responses. Contact at least three individuals / firms. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City’s vendor registration list. Individuals / firms located within the City should be considered. Insure individuals / firms are quoting on equal and comparable information. Individuals / firms shall submit formal written responses.

8.3 CONTRACT PROCESS.

Refer to the Department Policy DEPT 1400-12-04 “Minor Contract Authorization” to determine the appropriate process to follow for contract preparation and execution. Personal service contracts up to \$3,000 may be paid for by purchase order without a written contract. Contracts over the minor contract dollar authorization threshold require Park Board approval before becoming effective.

9.0 PROFESSIONAL ARCHITECTURAL, ENGINEERING AND SURVEYING SERVICES

9.1 GENERAL

Professional architectural, engineering and surveying services for which the estimated fee for the project is \$50,000 or less may be selected from either the annual pre-advertised list or by a Request for Qualifications / Proposals for the specific project. The pre-advertised list is maintained by the Accounting Department - Purchasing Division.

Professional architectural, engineering and surveying services for which the estimated fee will be more than \$50,000 for the project are to be procured by a Request for Qualifications / Proposals process (RFQ/P). Professional services below this amount shall follow these procedures.

9.2 ANNUAL PRE-ADVERTISED LIST

The Department may review the submitted statements of qualifications and performance data on file in the Accounting Department - Purchasing Division. The Department shall then conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Selection of the most highly qualified firm shall be based on established criteria to provide the services required for the proposed project.

The Department shall negotiate a contract with the selected firm at a fair and reasonable price. The Department shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the services to be provided in determining what is a fair and reasonable price. If the Department is unable to negotiate a satisfactory contract with the selected firm, it shall terminate negotiations in writing, select another firm and continue the process until an agreement is reached or the process is terminated.

9.3 REQUEST FOR QUALIFICATIONS / PROPOSALS

The project's requirements may be published in any form of media reasonably likely to attract sufficient numbers of potential proposers. The announcement should state the general scope and nature of the project or work for which the services are required and the contact information of a Department representative who can provide further details. The using department shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Selection of the most qualified firm shall be based on established criteria to provide the services required for the proposed project.

The Department shall negotiate a contract with the selected firm at a fair and reasonable price. The Department shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the services to be provided in determining what is a fair and reasonable price. If the Department is unable to negotiate a satisfactory contract with the selected firm, it shall terminate negotiations in writing, select another firm and continue the process until an agreement is reached or the process is terminated.

9.4 CONTRACT PROCESS

Refer to the Department Policy DEPT 1400-13-04 "Minor Contract Authorization" to determine the appropriate process to follow for contract preparation and execution. Architect, engineer and surveyor contracts up to \$3,000 may be paid for by purchase order without a written contract. Contracts over the minor contract dollar authorization threshold require Park Board approval before becoming effective.

10.0 PUBLIC WORKS

10.1 GENERAL

"Public work" is all work, construction, alteration, repair, improvement or demolitions to public property performed at the cost of the Department. Contractors on all public works, regardless of cost, are required to pay their employees state prevailing wages. Federal wage rates are applicable to public work contracts of \$2,000 or more with federal funding. The City monitors compliance with prevailing wages on its public works contracts of more than \$5,000 for state or local funded contracts and \$2,000 or more for federally funded contracts. Public works contracts require a one hundred percent (100%) performance bond and five percent (5%) payment retainage. However, on contracts of \$35,000 or less, the contractor may opt for a fifty percent (50%) payment retainage in lieu of the performance bond.

"Public work maintenance" is defined as work done by contract to keep existing facilities in good usable, operation condition. Public work maintenance contracts require the payment of state prevailing wages to the contractor's employees. They do not require a performance bond or payment retainage. The City monitors compliance with prevailing wages on its public work maintenance contracts of more than \$5,000. Examples of public work maintenance include HVAC maintenance, pavement sealing, etc.

Questions regarding public work contracts and public work maintenance contracts should be directed to the City Attorney's Office.

Public work or public work maintenance greater than the appropriate public bid limits are to be procured through a formal written public bid process. Public work or public work maintenance less than the bid amounts shall follow these quote procedures.

The City recently adopted the small works roster and limited public works process which may be used as an alternative to the public bid and these quote procedures in certain instances. Questions should be directed to the Accounting Department – Purchasing Division. See City Policy ADMIN 0040-11-09.

10.2 PROCUREMENT PROCESS

PUBLIC WORKS		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 – \$10,000	Not Required	<ul style="list-style-type: none"> Seeking competition is recommended, but not required for this dollar range. Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
<u>Public Works & Public Work Maintenance</u> \$10,001 - \$25,000 (single craft/trade) \$10,001 - \$40,000 (multiple craft/trade)	3 Informal Quotes (Using Department)	<ul style="list-style-type: none"> Informal quotes can be obtained by telephone, fax or email (if phone, document phone conversation). Due to legal requirements for prevailing wages, performance bond and retainage, it is preferred to have a written request for quotes, unless dealing with a contractor who has done business with the City before and who is aware of the legal requirements. Contact a minimum of three contractors. At least two contractors shall be on the City's vendor registration list. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Contractors located within the City should be considered. Insure contractors are quoting on equal and comparable information.
<u>Public Works & Public Work Maintenance:</u> \$25,001 - \$45,000 (single craft/trade) \$40,001 - \$90,000 (multiple craft/trade)	3 Written Quotes (Using Department)	<ul style="list-style-type: none"> Prepare a written request for written quotes, including at a minimum: description of project, public work legal requirements, timetable, etc. Contact a minimum of three contractors. At least two contractors shall be on the City's vendor registration list. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Contractors located within the City should be considered. Insure contractors are quoting on equal and comparable information. Contractors shall submit formal written responses.

10.3 CONTRACT PROCESS

Public work and public work maintenance projects up to \$5,000 in cost (including labor, materials and tax) may be processed on a purchase order. If the contractor insists on a written contract, the contract will need to be processed in accordance with City procedures.

Public work and public work maintenance projects more than \$5,000 in cost (including labor, materials and tax) shall be processed by a written contract. Once a contractor has been selected to provide public work or public work maintenance services for the Department, a request, including a copy of the written quotation from the selected contractor, shall be made to the City Attorney's Office to prepare a written contract. The Department shall also submit documentation of its procurement process to the City Attorney's Office before a contract can be prepared. The Department shall review the draft contract and if satisfactory, forward it to the person / firm for approval and signature. Contracts at or under the minor contract dollar authorization threshold shall be processed in accordance with the Department Policy DEPT 1400-12-04. Contracts over the minor contract dollar authorization threshold require Park Board approval before becoming effective.

11.0 SERVICE / REPAIR ORDERS

11.1 GENERAL

Service / Repair Orders are a form of purchase order and are a means for the department to create an order for one-time (not on-going) repairs and services to equipment and/or facilities. They will have a fixed quantity and a fixed price per unit.

Examples of procurements suitable for a service / repair order include:

- Maintenance service or repair of City equipment / vehicles, on-site or off-site
- Performance of tests, on-site or off-site
- Performance of inspections (e.g., fire extinguishers, alarm systems, equipment)
- Repair to facilities (plumbing, carpentry, etc.) up to \$5,000

- Short term rental of equipment or goods up to \$46,500
- Public works and public works maintenance up to \$5,000

Other than as listed above, service / repair work greater than \$46,500 shall be procured through a formal written public bid or proposal process. Service / repair work less than \$46,500 shall follow these quote procedures.

Repairs to facilities, public works and public work maintenance over \$5,000 shall be procured in accordance with article 10 of this policy.

11.2 PROCUREMENT PROCESS

SERVICE/REPAIR ORDERS OTHER THAN FACILITY REPAIRS, PUBLIC WORKS OR PUBLIC WORK MAINTENANCE		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 – \$2,000	Not Required	<ul style="list-style-type: none"> • Seeking competition is recommended, but not required for this dollar range. • Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
\$2,001 - \$10,000	3 Informal Quotes (Using Department)	<ul style="list-style-type: none"> • Informal quotes can be obtained by telephone, fax or email (if phone, document phone conversation). • Contact at least three individuals / firms. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. • One of the individuals / firms to be located within City limits. • Describe the services desired and request price, schedule and qualifications to perform work. • Insure individuals / firms are quoting on equal and comparable information.
\$10,001 – Bid Limits	3 Written Quotes (Purchasing Division)	<ul style="list-style-type: none"> • Prepare written document / letter including at a minimum: description of services required, project schedule, request for individual / firm's qualifications, request for costs and due date for responses. • Contact at least three individuals / firms. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. • One of the individuals / firms to be located within City limits. • Insure individuals / firms are quoting on equal and comparable items, etc. • Provide all vendors the same information. • Individuals / firms shall submit formal written responses.

11.3 SERVICE REPAIR ORDER PROCESS

When the need arises for a one-time service or repair, Parks and Recreation – Accounting will create a purchase order in the FMSII system. The authorized buyer will contact the vendor and make arrangements for the service/repair. It is the authorized buyer's responsibility to give the vendor the purchase order number and have the vendor put that number on all invoices pertaining to the service/repair. The service/repair order must be approved by the Director or designee. After the invoice has been received for the service/repair a receiver shall be entered into the FMSII system by Parks and Recreation – Accounting.

12.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

Pursuant to Chapter 39.34 of the Revised Code of Washington, the City may join with the state or other governmental agencies for the purchase of material, equipment, supplies, or services by entering into written intergovernmental cooperative purchasing agreements that require compliance with each party's applicable procurement laws. If the other agency has different procurement laws than the City, the more restrictive laws will apply to the joint activity.

Contact the Accounting Department - Purchasing Division for more information and the list of existing agreements with other governmental agencies.

Information about available State contracts can be found at: <http://www.ga.wa.gov/Purchase/contracts.htm>

13.0 PROCUREMENT REPORTING

The Accounting Department - Purchasing Division shall send a monthly report of all procurements \$5,000 or more to the city administrator, city council, and chief financial officer. The City Attorney's Office shall provide a similar report for contracts.

14.0 VENDOR RELATIONS

14.1 GIFTS/ FINANCIAL INTERESTS

Section 36 of the Spokane City Charter prohibits City employees from having a financial interest in any City contract or transaction. It also prohibits City employees from having solicited or accepted a gift, favor, etc from any person involved in a City contract.

Contact the City Attorney's Office in the case of potential conflicts.

14.2 NEPOTISM

Managers, supervisors, forepersons, and others with authority or practical authority shall not hire or supervise an individual / firm under contract that is a relative.

Contact the City Attorney's Office in the case of potential conflicts.

14.3 SAMPLES

When vendors offer samples for evaluation, they may be accepted under the following conditions:

- The sample is accepted as property of the Department.
- The product is one that is a type presently in use or is of potential use to the Department.
- Samples of goods not likely to be purchased are not to be accepted.
- The quantity or size of the sample is relatively small and of low value.
- Any chemicals offered as vendor samples shall not be accepted unless accompanied by an OSHA Product Safety Data Sheet.

15.0 CONTRACTING WITH MINORITY AND WOMEN OWNED FIRMS

The Department encourages the participation of minority and women owned businesses in its procurements. The Department shall not discriminate against, nor give preferential treatment to, minority and women-owned businesses.

16.0 LOCAL BUSINESS ENCOURAGEMENT

The Department shall take affirmative steps to ensure that businesses situated within the city limits of Spokane are encouraged to participate in its procurement process to the extent permitted by federal, state and local laws, regulations, grants, and these procedures.

17.0 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with City procurements because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, honorably discharged veteran or military status, age, the presence of any sensory, mental or physical disability or use of a service animal by a person with disabilities.

18.0 MONITORING AND COMPLIANCE

The City's Finance Division will be responsible for monitoring and evaluating compliance with these procedures. The Accounting Director will first attempt to resolve departures from the procedures with the department director or the employee initiating the procurement. In the event the initial attempt to resolve the problem is unsuccessful, it will be referred to the Chief Financial Officer for further action. Further action could include disciplinary action, up to and including discharge.

19.0 REVISIONS

Revisions, additions, or deletions to these procedures will be made with Park Board approval.

Job Opportunities

The City of Spokane is an Equal Employment Opportunity Employer

POLICE RECORDS SPECIALIST SPN 016 OPEN & PROMOTIONAL EXAMINATION

SALARY: \$33,094 annual salary, payable bi-weekly, to a maximum of \$47,042
DATE OPEN: Monday, January 28, 2013
DATE CLOSED: Applications will be accepted until the close of business on Friday, February 8, 2013.
OFFICE HOURS: 8:00 a.m. to 5:00 p.m. – Monday through Friday, except holidays

DUTIES:

Performs moderately difficult specialized office support work providing information and records maintenance functions in the records section of the Police Department. **All employees are required to perform shift work which includes nights, weekends, and holidays.**

OPEN REQUIREMENTS: (All requirements must be met at the time of application.)

High school diploma or equivalent; AND, two years of clerical experience involving records maintenance. One year of business or clerical education above the high school level may be substituted for one year of the experience requirement. **Must be able to type at the rate of 250 keystrokes (50 words) per minute.**

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

At least two years of regular employment with the City at the level of Clerk I or higher clerical classification and ability to type at the rate of 250 keystrokes (50 words) per minute.

NOTE: All applicants must submit to a polygraph examination, fingerprint, and background investigation prior to appointment and have ability to obtain ACCESS II certification within the probationary period.

Important Information from the Spokane Police Department:

1. You **WILL NOT** be considered for hire if any of the following are found in your background check: Any felony conviction or any falsification or omission of significant information on the application.
2. In addition, you are **NOT LIKELY** to be considered for hire if any of the following are found: History of extensive illicit drug use; any outstanding warrant for arrest existing at the time of application; financial affairs or personal life showing a history of poor judgment; work history showing a pattern of unexcused absences, discipline, discharge or poor employer reviews.
3. You must pass a department hearing test and polygraph examination.

NOTE: These criteria are intended only as a general guideline and are not all-inclusive. Government clearances or success in other agency selection processes are not a guarantee of success with the City of Spokane.

EXAMINATION:

The examination will be conducted on the 4th floor of City Hall in the Civil Service Test Room on Tuesday, February 26, 2013, at 9:00 a.m. Approximate duration of the test is 2 hours. The examination will consist of a written test and, for promotional applicants, a promotional evaluation. Weights are assigned as follows: for open applicants, written test 100%; for promotional applicants, written test 80% & promotional evaluation 20%. Keyboard performance test is pass/fail and applicants will be notified when and where to appear.

The written test may include such subjects as: Number & Letter Recognition, Vocabulary, Word Processing & Computers; Business Math; Public/Employee Relations; Office Procedures

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:

To apply online or download and print an application, go to www.spokanecity.org. **Current City employees who apply promotionally 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. Please verify if application is needed under PROMOTIONAL REQUIREMENTS.** To request an application packet be mailed to you, call the Civil Service office at (509) 625-6160. If mailing your application, submit to Civil Service Commission, 808 W. Spokane Falls Blvd., Spokane, WA 99201-3315.

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 15th day of January 2013.

MARY DORAN
Chair

GLENN KIBBEY
Chief Examiner

**LANDFILL/TRANSFER STATION FOREPERSON SPN 551
PROMOTIONAL ONLY EXAMINATION**

SALARY: \$43,910 annual salary, payable bi-weekly, to a maximum of \$66,565
DATE OPEN: Monday, January 28, 2013
DATE CLOSED: Applications will be accepted until the close of business on Friday, February 8, 2013.
OFFICE HOURS: 8:00 a.m. to 5:00 p.m. – Monday through Friday, except holidays

DUTIES:

Supervises waste recovery activities related to the receipt, processing, transport, export, and disposal of the City's solid waste stream. Performs related work as required.

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

Two years of experience with the City in the classification of Heavy Equipment Operator (SPN: 622) assigned to the Solid Waste Management Department. Candidates must obtain a Manager of Landfill Operations (MOLO) certificate and Commercial Driver's License (CDL) Class A for semi-truck operations during the probationary period.

EXAMINATION:

The examination will be conducted on the 4th floor of City Hall in the Civil Service Test Room on Wednesday, February 20, 2013, at 2:30 p.m. Approximate duration of the test is 2 hours. The examination will consist of a written test and a promotional evaluation. Weights are assigned as follows: written test 80% and promotional evaluation 20%.

The written test may include such subjects as: Landfill/Transfer Station Operations; Safety; Supervision, Reports, and Human Relations; Computer Basics; Business Math.

NOTE: Electronic calculators are recommended for the examination and will be furnished by the City. Candidates are encouraged to familiarize themselves with the calculators prior to the examination.

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. Please verify if application is needed under PROMOTIONAL REQUIREMENTS.**

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 15th day of January 2013.

MARY DORAN
Chair

GLENN KIBBEY
Chief Examiner

**GARDENER I SPN 686
OPEN & PROMOTIONAL EXAMINATION**

SALARY: \$34,869 annual salary, payable bi-weekly, to a maximum of \$50,091
DATE OPEN: Monday, January 28, 2013
DATE CLOSED: Applications will be accepted until the close of business on Friday, February 8, 2013.
OFFICE HOURS: 8:00 a.m. to 5:00 p.m. – Monday through Friday, except holidays

DUTIES:

Performs semi-skilled gardening and nursery work in the propagation and cultivation of turf, trees, shrubs, and plants in greenhouses and on grounds. Employee has routine contact with other employees and frequent public contact. May oversee a small group of part-time workers performing manual work of a similar nature. Performs related work as required. May work weekends and/or holidays in an unsupervised capacity.

OPEN REQUIREMENTS: (All requirements must be met at the time of application.)

Completion of two years of full-time experience in the propagation and care of flowers and plants in a greenhouse nursery or garden; OR, an Associate's Degree in Horticulture.

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

Completion of at least two years of service with the City in gardening or park maintenance work at a lower classification.

NOTE: All applicants must possess a current valid driver's license and must obtain a Public Pesticide Operator's license within a year from appointment.

EXAMINATION:

The examination will be conducted on the 4th floor of City Hall in the Civil Service Test Room on Wednesday, February 20, 2013, at 9:00 a.m. Approximate duration of the test is 2 1/2 hours. The examination will consist of a written test and, for promotional applicants, a promotional evaluation. Weights are assigned as follows: for open applicants, written test 100%; for promotional applicants, written test 80% and promotional evaluation 20%.

The written test may include such subjects as: Vocabulary & Terminology; Soils, Fertilizers & Herbicides; Pests, Pesticides & Diseases; Lawns, Greenhouse & General Horticulture; Human Relations.

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:

To apply online or download and print an application, go to www.spokanecity.org. **Current City employees who apply promotionally 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, 4) driver's license number and expiration date; 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. Please verify if application is needed under PROMOTIONAL REQUIREMENTS.** To request an application packet be mailed to you, call the Civil Service office at (509) 625-6160. If mailing your application, submit to Civil Service Commission, 808 W. Spokane Falls Blvd., Spokane, WA 99201-3315.

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 15th 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.

CALL FOR BIDS**COS/KENDALL YARDS JOINT STORMWATER FACILITY****Engineering Services File No. 2010119**

This project consists of the construction of buried concrete stormwater storage tank approximately 56' long x 31' wide x 23.5' deep, four submersible pumps installed in the concrete tank, site piping, electrical and associated excavation and shoring.

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 11, 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.

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.

The Successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids.

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.

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.

Notice for Bids

Supplies, Equipment, Maintenance, etc.

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

TYPE IV PRISMATIC STOP SIGNS & ALUMINUM SIGN BLANKS Street Department

BID #3909-13

Sealed bids will be opened at 1:15 p.m., **MONDAY, FEBRUARY 4, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for a **TYPE IV PRISMATIC STOP SIGNS & ALUMINUM SIGN BLANKS** for the City of Spokane Streets 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: **“TYPE IV PRISMATIC STOP SIGNS & ALUMINUM SIGN BLANKS, BID #3909-13, DUE FEBRUARY 4, 2013”**

Thea Prince
Purchasing Division

Publish: January 23 and 30, 2013

REQUEST FOR PROPOSALS

COMPREHENSIVE PLAN TRANSPORTATION CHAPTER UPDATE Business and Development Services Division

RFP #3910-13

Sealed Proposals will be acknowledged at the 1:15 p.m. public bid opening on **MONDAY, FEBRUARY 11, 2013**, in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **COMPREHENSIVE PLAN TRANSPORTATION CHAPTER UPDATE** for the City of Spokane Business and Development Services Division.

The Request for Proposals 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.

Proposal documents should be submitted to City of Spokane Purchasing **no later than 1:00 p.m. on Monday, February 11, 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.

Submit one (1) paper original, seven (7) paper copies, and one (1) reproducible digital copy (thumb drive, CD, or DVD) of the Proposal 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.

All response packages are to be clearly marked with: **“RFP #3910-13, COMPREHENSIVE PLAN TRANSPORTATION CHAPTER UPDATE, DUE 2/11/2013”**

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

Publish: January 23 and 30, 2013

MISCELLANEOUS WATER DEPT. CONCRETE PRODUCTS Water Department

BID #3911-13

Sealed bids will be opened at 1:15 p.m., **MONDAY, FEBRUARY 4, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **MISCELLANEOUS WATER DEPT. CONCRETE 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 WATER DEPT. CONCRETE PRODUCTS, BID 3911-13, DUE 2/4/13”**.

Thea Prince
Purchasing Department

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