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City of Spokane, Washington

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

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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, November 25, 2013****BRIEFING SESSION**

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

Roll Call

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

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

Advance Agenda Review

Council received input from staff on the December 2, 2013, Advance Agenda items.

Action to Approve December 2, 2013, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 2, 2013, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member McLaughlin, seconded by Council Member Allen, to approve the Advance Agenda for December 2, 2013; **carried unanimously.**

ADMINISTRATIVE SESSION**Current Agenda Review**

Council considered the November 25, 2013, Current Agenda.

CONSENT AGENDA**Upon motion of Council Member Allen, seconded by Council Member Fagan, Council unanimously approved Staff Recommendations for the following:**

Purchase of one service body with accessories from Freedom Truck Centers (Spokane, WA) by the Fleet Services Department, from an October 2008 bid, as an additional unit for the Parks Department—\$38,189.57 (incl. tax). (OPR 2008-1050 / BID 3527-08)

Lowest responsive bid with Change Order to Northwest Fence Company (City of Spokane Valley, WA) for the security enhancement project at the Fire Department Training Campus, utilizing grant funding from the State Homeland Security Program—\$47,021.45. (OPR 2013-0816 / BID 3974-13)

Low Bid of MDM Construction, Inc. (Hayden, ID) for Centennial Trail Gap from Bridge Avenue to Boone Avenue along the west side of Summit Boulevard—\$471,542.20. An administrative reserve of \$47,154.22, which is 10% of the contract price, will be set aside. (PRO 2013-0034 / ENG 2010092)

Extra Work Authorization No. 1 to Contract with Leewens Corporation (Kirkland, WA) for the Greene Street Bridge Load-Rating Repair project—not to exceed \$988,000. (PRO 2013-0022 / ENG 2012112)

Contract with Kiemle & Hagood Company (Spokane, WA) for Single Family Housing Rehabilitation, Roofs Only Repair and Replacement and Lead Safe Spokane programs management services (for 2013-2014 program years) utilizing \$729,063 of HUD funds. (OPR 2013-0817 / BID 3951-13)

Accept two-year Consolidated Homeless Grant Agreement with the Washington State Department of Commerce from January 1, 2014 through December 31, 2015—\$2,505,489. (OPR 2013-0818)

Grant Agreement #G1400346 with the Washington State Department of Ecology for the Garden Springs Creek Restoration—\$205,793 (funded 75 percent by DOE, with 25 percent match by the City.) (OPR 2013-0819)

Contract with Eurofins Frontier Global Sciences, Inc. (Bothell, WA) for Clean Metals Analysis of Wastewater Samples for Riverside Park Water Reclamation Facility—\$75,780 over initial 3-year contract to begin on December 1, 2013. (OPR 2013-0820 / RFP 3975-13)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 18, 2013, total \$4,236,550.52 (Warrant Nos. 480058-480565; ACH Payment Nos. 12287-12355), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,610,145. (CPR 2013-0002)

Executive Session/Council Recess

The City Council adjourned at 4:15 p.m. No Executive Session was held. 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.

LEGISLATIVE SESSION

Words of Inspiration

There were no Words of Inspiration.

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Stuckart.

Roll Call

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

MAYORAL PROCLAMATION

December 1, 2013 *World AIDS Day*

Council Member Snyder read the proclamation and presented it to Mary Ann Cooley. The proclamation asks citizens to join in this special observance.

There were no **Appointments**.

There were no **City Administration** Reports.

There were no **Council Committee Reports**.

OPEN FORUM

Mr. Rick Bocook commented on homelessness and the transient shelter ordinance.

Mr. George McGrath commented on his experience with a parking meter on Main Street not registering when he plugged coins into the meter.

Ms. Teresa Simon commented on safe streets and an address on South Greene Street.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCE

Subsequent to public testimony and Council and staff comment, the following Emergency Budget Ordinance passed upon Unanimous Roll Call Vote of Council:

Ordinance C35060 amending Ordinance No. C34947 passed the City Council December 10, 2012, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Parks Fund

FROM: Unappropriated Reserves, \$300,000;
TO: Park Cumulative Reserve Fund, same amount.

(This action provides capital funding for projects and emergencies that cannot be funded from the Park Fund).

EMERGENCY ORDINANCE**Emergency Ordinance C35061**

Council Member Salvatori commented on Emergency Ordinance C35061. He noted that the Director of Planning asked if Council would consider deferring the matter for a couple of months so that staff can go back and do a better job with public outreach and provide Council Members a chance to talk to State legislators regarding the guidelines. Subsequently, he presented a motion to defer Ordinance C35061 for two months, seconded by Council Member Fagan.

Council President Stuckart spoke against deferral and stated he felt it will have more weight if the Council rejects it (Ordinance C35061) and sends a letter with the rejection back to State legislators in both the third and the sixth (districts). He commented on the impact to small businesses struggling to keep open.

Subsequently, the following action was taken:

Motion by Council Member Salvatori, seconded by Council Member Fagan, **to defer** Ordinance C35061 for two months; **rejected 1-6 (Council Member Salvatori voting “aye” and Council President and Council Members Allen, Fagan, McLaughlin, Snyder, and Waldref voting “no”).**

Subsequent to additional Council comment, the following action was taken:

Upon Unanimous 0-7 Roll Call Vote, the City Council **rejected Emergency Ordinance C35061** relating to the Elevator Code; amending Spokane Municipal Code Section 17F.060.010, setting an effective date and declaring an emergency.

RESOLUTIONS**Resolution 2013-0082**

Upon consideration of Resolution 2013-0082, the following action was taken:

Motion by Council Member McLaughlin, seconded by Council Member Waldref, to accept the new version of the resolution (Resolution 2013-0082); **carried unanimously.**

Subsequent to an overview of Resolution 2013-0082, as amended, by Council Member McLaughlin; the opportunity for public testimony, with no individuals requesting to speak; and Council inquiry and comment, with staff response, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2013-0082, as amended**, regarding review of the City of Spokane Employees' Retirement System.

For Council action on Resolution 2013-0083, see section of minutes under “Hearings.”

FINAL READING ORDINANCES**Final Reading Ordinance C35047**

Subsequent to public testimony from one individual and Council comment, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35047** granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Sprint Communications Company L.P., subject to certain conditions and duties as further provided (in the ordinance). (First Reading held October 21, 2013)

For Council action on Final Reading Ordinance C35062, see section of minutes under “Hearings.”

FIRST READING ORDINANCE

The following Ordinance was read the First Time with further action deferred:

ORD C35063 Relating to public ways and property; amending SMC sections 1.05.160, 10.20.020, 12.02.0202, 12.02.0210, and 12.02.0704, and adopting new section 8.02.068 to chapter 8.02 of the Spokane Municipal Code.

SPECIAL CONSIDERATIONS

Community, Housing, and Human Services (CHHS) Board 2014 Funding Recommendations (OPR 2013-0822)

Subsequent to an introduction by CHHS Department Director Jerrie Allard and an overview of the CHHS Board's 2014 funding recommendations by incoming Board Vice Chair Kim Taylor, public testimony, and Council debate, the following actions were taken:

Motion by Council Member Fagan, seconded by Council Member Snyder, to further reduce Good Will's allocation by \$10,000 which would leave them \$40,000, as well as reduce Red Cross by \$5,000, leaving them with \$10,000; and therefore providing \$15,000 to Meals on Wheels and bring them back up to previous funding; **rejected 2-5 (Council Members Fagan and Snyder voting "aye" and Council President Stuckart and Council Members Allen, McLaughlin, Salvatori, and Waldref voting "no")**.

Upon 6-1 Roll Call Vote (Council Member Fagan voting "no"), the City Council **adopted** the Community, Housing, and Human Services Board 2014 funding recommendations and authorization for the CHHS Department to enter into contracts with multiple agencies for federal, state and local grant funding.

HEARINGS

Items Relating to 2014 Proposed Budget

Resolution 2013-0083

Upon consideration of Resolution 2013-0083, the following action was taken:

Motion by Salvatori, seconded by Council Member McLaughlin, to accept the new version of the resolution (Resolution 2013-0083); **carried unanimously**.

Subsequent to an overview of Resolution 2013-0083, as amended, by Council Member Salvatori, public testimony, and Council comment, the following action was taken:

Upon 6-1 Roll Call Vote (Council Member Fagan voting "no"), the City Council **adopted Resolution 2013-0083, as amended**, regarding the Bicycle/Pedestrian Bridge Project.

Continuation of Hearing on the 2014 Total Proposed Budget (continued from November 18, 2013)

The City Council continued its Hearing on the 2014 Total Proposed Budget. No individuals requested to speak during the hearing. Subsequently, the following action was taken:

Motion by Council Member Salvatori, seconded by Council Member McLaughlin, **to close** the hearing; **carried unanimously**.

Final Reading Ordinance C35062

The City Council considered Final Reading Ordinance C35062 adopting the Annual Budget of the City of Spokane for 2014. Management and Budget Director Tim Dunivant reviewed proposed amendments to the 2014 Budget as outlined in his November 21, 2013, and November 25, 2013, Memos to the City Council (which are on file for review in the Office of the City Clerk). The following actions were taken:

Motion by Council Member Snyder, seconded by Council Member McLaughlin, that under the proposed amendment to the Police (0680) budget (in reference to the November 21 Memo) that instead of saying "Add a Police Officer position..." that it say "Add a Traffic Enforcement Police Officer position..." thereby inserting the words "Traffic Enforcement" so it's real clear; **carried unanimously**.

Motion by Council Member McLaughlin, seconded by Council Member Fagan, to accept the memos dated November 21 (as amended) and November 25, 2013 on the 2014 Supplemental Budget recommendations; **carried unanimously**.

Council President Stuckart presented for Council's consideration a motion to, in the Police Pension Fund, decrease the expense line of medical and long term care by \$100,000, which is 54110 6300, from \$3,000,000 to \$2,900,000; and correspondingly decrease the income line from the General Fund into the Police Pension Fund by \$100,000 and transfer that money (\$100,000) to the revenue in excess of expenses. Mr. Dunivant noted the revenue comes in from the Pension Contribution Fund so that is where staff would make the change, not the General Fund, and he stated the other part of that motion would be to increase the General Fund sales tax by that \$100,000 and that is what will get you the result you want. Council President Stuckart called for Council to make the motion, as clarified by Mr. Dunivant. Subsequently, the following action was taken:

Motion by Council Member Salvatori, seconded by Council Member Allen, to make the change in the Pension Contribution Fund and increase the General Fund sales tax by that \$100,000 (as presented by Council President Stuckart and clarified by Mr. Dunivant); **carried unanimously**.

Council President Stuckart noted the budget is now at \$352,000 (of revenue in excess of expenses). He presented for Council's consider a motion to (1) allot \$127,000 of that to set aside for SERS so that it can only go to SERS; (2) allot another \$70,000 to General Fund revenue stabilization account; (3) allot \$40,000 to the Peaceful Valley Community Center Relocation Project; (4) allot \$7,500 to Planning (earmarked for professional development for the Plan Commission); (5) allot \$2,500 to the Ombudsman budget specifically for the Human Rights Commission; (6) allot \$15,000 for a neighborhood match program on economic development projects; (7) allot \$40,000 to the CHHS Board specifically targeted to Downtown youth outreach, and (8) allot the rest of the funding, \$50,000, to the Municipal Courts for use of the Justware Program.

Upon inquiry of Mr. Dunivant, Council discussion ensued, with input from Mr. Dunivant, as to where to put the \$127,000 for SERS. Mr. Dunivant suggested the Council don't do anything to allocate the money as Administration cannot spend any more than what's already in the budget, and it's sitting in Unappropriated Reserves waiting for action to happen and no one can spend it without Council approval. Council Member Snyder inquired if it can be moved with a simple vote instead of an emergency budget ordinance. Mr. Dunivant stated staff could make it a standard ordinance as opposed to making it an emergency (budget) ordinance. Subsequently, the following action was taken:

Motion by Council Member Waldref, seconded by Council Member Allen, to move the laundry list of changes as presented by Council President Stuckart; **carried unanimously**.

Council President Stuckart noted the Council has \$112,000 in its reserve for budget adjustment line. He commented that the legislative aides have been assigned more work and new responsibilities. He presented a motion, to allow Council Members, only if the councilperson wants, to increase those legislative aide positions from .75 to 1.0 (full time), and to pay for that or offset that increase with money from the Council's reserves for budget adjustment. Subsequent to Council debate, the following action was taken:

Motion by Council Member Waldref, seconded by Council Member Snyder, to so move (as presented by Council President Stuckart); **passed 4-3 (Council Members Allen, McLaughlin, and Salvatori voting "no")**.

Upon inquiry of Council President Stuckart, Mr. Dunivant suggested a motion to appropriate the \$3.1 million for the Bicycle/Pedestrian Project. Subsequently, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Allen, to appropriate the \$3.1 million (which was previously approved under Resolution 2013-0083 regarding the Bicycle/Pedestrian Bridge Project); **carried 6-1 (Council Member Fagan voting "no")**.

Council Members provided further comments on the 2014 Budget and thanked staff for their works and efforts on the budget and for the getting the budget through much earlier than usual. Subsequently, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35062** adopting the Annual Budget of the City of Spokane for 2014 (as amended), making appropriations to the various funds of the City of Spokane for the year ending December 31, 2014, providing it shall take effect immediately upon passage.

SECOND OPEN FORUM

Mr. Henry Valder stated he no longer has a housing voucher and spoke regarding homelessness.

Mr. Gabrielle Elliott made various remarks and noted there is an interfaith gathering on November 28 at the Spiritual Center on the south side of Spokane.

Mr. Dan McLay expressed thanks for the legalization of marijuana and feels Spokane could be a destination resort for people like him. He also remarked on the need for more businesses, more jobs for young people, and more bridges to carry pedestrian and bicycles.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:31 p.m.

**CIVIL SERVICE COMMISSION MEETING
November 19, 2013**

Mary Doran, Chair, called the regular meeting to order at 9:30 a.m. All Commission members were present.

Agenda Item I.

Approval of Minutes:

Ms. Doran introduced the Minutes from the regular meeting of October 15, 2013, for approval. Hearing no changes or corrections to the minutes, Ms. Doran stated that the minutes would stand approved as prepared.

Agenda Item II.

Staff Activities:

Glenn Kibbey, Chief Examiner, stated that October had been a busy month for staff with several job announcements issued, a number of examinations administered, and several classification surveys in process. The Chief Examiner reported on a meeting with employees of the Solid Waste Management Department regarding lay off rights, should the current structure of the Regional Solid Waste System be changed as anticipated. Mr. Kibbey reported that staff has since been meeting with individual employees to explore their specific options.

The following statistics were reported for October, 2013:

Announcements issued	7	Classifications under review	2
Examinations	50	Classifications reviewed	2
Requisitions received	18	Classifications revised	1
Requisitions certified	18	Classifications New/Deleted	0/0
Requisitions pending	0	Title Changes	0
Requisitions cancelled	1	Surveys completed/cancelled/pending	0/0/12

Average days from departmental initiation to receipt of requisitions in Civil Service = 6.9

Average days from requisition receipt to certification = 0.2

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

The Chief Examiner reported additional details regarding examinations administered, and changes to the classification of Administrative Secretary that had concurrence of management and labor. Cheryl Beckett asked if the change was merely a change to reflect the changes in Division and Department structures or whether it was a substantive change. The Chief Examiner responded that it was a substantive change in that under the previous understanding, Police Captains could not be assigned an assistant at this level. He continued that with the expected move to a precinct model where the Captain is responsible for between 75 and 100 personnel, as well as a facility, it was determined to be appropriate for them to have an assistant at the Administrative Secretary level. The Chief Examiner also noted that it was uncertain exactly when the department would be moving forward with the precinct model, given recent uncertainty involving the Guild contract. The report was concluded with no further questions from Commission members.

Agenda Item III.

Classification Resolution:

The Chief Examiner provided the background and stated that new classifications to be considered for adoption are Performance and Business Analyst, as well as Grant and Financial Assistance Administrator. Mr. Kibbey stated that both were needed within the Finance Division. It was reported that the new class specifications had the concurrence of both labor and management, with the understanding that the specification for Grant and Financial Assistance Administrator was subject to further review by the M&P Association. Mr. Kibbey recommended adoption of the new class specifications. Jim DeWalt moved for adoption. Ms. Beckett seconded the motion, and it carried unanimously.

Agenda Item IV.

Claim/Complaint Regarding Veteran's preference in Promotional Examination:

The Chief Examiner noted that the background information regarding what had led to the claim had been provided in the briefing materials, and recommended that the Commission take testimony, determine whether to uphold or deny the appeal, and provide direction to staff.

Joe Cavanaugh, President of Local 270, addressed the Commission and stated that he was representing Sean Barley, Street Maintenance Operator II, who has been employed by the City for some time, and due to multiple activations to military duty, qualifies for veteran's preference in promotional exams. Mr. Cavanaugh stated that unfortunately,

Mr. Barley had been unaware of the availability of such preference. Mr. Cavanaugh stated his understanding that during a fire alarm while the Street Maintenance Foreperson exam was being administered, Mr. Kibbey had mentioned to Mr. Barley and another veteran Mr. Biggar, that it was unfortunate that they hadn't applied for veteran's preference. Mr. Cavanaugh stated that the employees had then contacted him about the issue, and he then contacted Mr. Kibbey, who indicated that since the application period had closed, and the exam had been administered, it wasn't within his ability to change the rankings. Mr. Cavanaugh stated that was why they are here.

Mr. Cavanaugh invited Mr. Barley to speak, and noted that many employees work in the field and do not have regular contact with Civil Service processes. Mr. Barley stated that he's been an employee of the city for twenty-years, and in the service of the country for twenty-six years, and had been subject to multiple call-ups from his employment. Ms. Beckett asked for clarification regarding the conversation during the fire drill. Mr. Barley provided details of his recall of the conversation. Ms. Beckett asked if Mr. Barley if he was aware of veterans preference for initial entry. Mr. Barley stated that he had an exit briefing from the military and was made aware that it was Washington state law. He stated that upon return from service in Iraq, there was no such briefing. Phyllis Gabel asked for clarification regarding the timeline of events from the time of the exam to the time of the complaint. Mr. Barley stated that he'd contacted Mr. Cavanaugh, and left it to him. Mr. Cavanaugh stated that he had called Mr. Kibbey within several days after Mr. Barley had approached him, and that Mr. Kibbey had stated that Commission action was required to make such a change after the eligible list was established. Mr. Cavanaugh continued that he then filed the paperwork for the appeal of administrative decision.

Ms. Doran asked if there were any further questions, or a motion. Ms. Gabel asked Mr. Kibbey for his recall of the events during the Street Maintenance Foreperson Exam. Mr. Kibbey stated his recall of the conversation that he had with the two employees, and noted that once the eligible list had been finalized and ranking notices had gone out, he did not have the ability to administratively make the requested changes. Ms. Gabel asked if Mr. Kibbey had received any documentation between the time the exam was administered and the time the eligible list was established. Mr. Kibbey stated that he didn't receive any further documentation. Mr. Barley stated that he is required to turn in orders, and other documentation to the City at the time of his return from active duty, and that the City should have it somewhere. Mr. Kibbey stated that the information would likely be in the Civil Service file, but that staff would not normally check employee files for such information if veteran's preference wasn't requested at time of application. Mr. Cavanaugh stated that the documents are in Mr. Barley's file, but that Mr. Barley was unaware that the preference points were available. Ms. Beckett asked Mr. Barley how long he's been a Civil Service employee. Mr. Barley replied that he has been an employee for twenty years. She asked if other questions had come up over the years regarding Civil Service rules, rights, etc. He responded that his only contact with Civil Service has been to sign up for exams. Ms. Beckett asked if Mr. Barley was aware of the provision for use of veteran's preference in promotional exams under Civil Service Rule VI, Section 10. Mr. Barley stated that he doesn't have a copy of the Civil Service Rules. The Chief Examiner clarified that all employees are provided with a copy of the Civil Service Rules when they come on board, and that the rules are published on the internet as well. Mr. Barley asked how many times the rules have been updated since he has been employed. Mr. Kibbey responded that the rules are updated every five years. Ms. Beckett asked Mr. Cavanaugh if the union advises employees of various rights available. Mr. Cavanaugh stated that generally Civil Service provides such information to employees, as such issues are not within their contract. Ms. Beckett asked if entry-level application processes solicit information regarding veteran's preference. Mr. Kibbey stated that the open-entry application has a space for applicants to advise if they are veterans and they then have the opportunity to provide documentation up to the exam date.

Ms. Beckett asked if promotional application processes are different. Mr. Kibbey responded that there are several options for employees to sign up for promotional exams, including in-person, via email, and in some cases in the field offices, the supervisors can send in the request to sign up for promotion. Mr. Kibbey noted that this question has resulted in a review of promotional application procedures, and that a revision is being developed to solicit such information in a more proactive manner. Mr. Kibbey noted that it was interesting that Mr. Biggar, who was involved in the discussion with Mr. Barley, had actually used veteran's preference for promotion in the past. Mr. Cavanaugh stated that Mr. Biggar had come from a different department, and that they may have had more knowledge of such issues than those in the Street Department where Mr. Barley has been working his entire career.

Ms. Beckett moved to award Mr. Barley the veteran's preference he is qualified to receive for ranking on the promotional eligible list for Street Maintenance Foreperson. Craig Hult seconded the motion. Hearing no further discussion, Ms. Doran called for a vote, and the motion carried unanimously. Mr. Doran directed staff to make the appropriate adjustments to the eligible list rankings. Mr. Cavanaugh and Mr. Barley thanked the Commission, as did Mr. Kibbey.

Agenda Item V.

Appeal of Discharge:

The Chief Examiner provided the background of the appeal filed by Kevin Smathers, and reported that the Attorneys representing the City had requested an indefinite continuance of the hearing while a related grievance arbitration process was ongoing. Mr. Kibbey further reported that the appellant had concurred with the request for an indefinite continuance, and recommended that the request be granted. Ms. Gabel moved to grant the request for indefinite continuance. Ms. Beckett seconded the motion. Ms. Doran asked if there was any discussion, and hearing none, called for a vote. The motion passed unanimously.

Agenda Item VI.

Civil Service Business Plan and Budget for 2014:

The Chief Examiner noted that he'd provided the documents for review by the Commission, and recommended adoption of both budget and business plan for 2014. Mr. Kibbey noted that once the documents are adopted, the information will be published on the website. Ms. Beckett noted that she'd found an inconsistent capitalization that she'd like to have corrected. The Chief Examiner stated that he'd be happy to do so. Ms. Doran asked if there was a motion. Ms. Beckett moved to adopt, and Craig Hult seconded the motion. Ms. Doran asked if there was any discussion, to which Mr. DeWalt stated that he had a question.

Mr. DeWalt asked if the total budget for 2014 is actually less than the budget amount for 2013. The Chief Examiner responded that yes, the budget for 2014 is less than the total actual budget for 2013, and explained that during the budget process last year, due to lower benefit rates than expected, the budget figures that went to the City Council for consideration had been reduced by approximately \$15,000 below what the Commission was planning to adopt. Following discussions with the administration, and their assurance that those funds would be available if needed, the Commission adopted the lower amount. Mr. Kibbey continued that as it turned out, those funds were needed to rent an entry-level Police Officer exam at the request of the Police Department, and were added back into the budget. Mr. Kibbey stated that, as a result, the total budget for 2013 was higher than the amount requested for 2014.

Mr. DeWalt asked for clarification regarding unused reserves, and noted that in the past, unused funds have been returned to the City. Mr. Kibbey responded that the City Charter requires all unused funds in the Civil Service budget to be returned to the City general fund at year-end.

Mr. DeWalt asked about the meaning of language on the second page in the business plan that indicates the need for active support of the administration. Mr. Kibbey responded that day-to-day, many of the processes staff is engaged in require input and concurrence from the administration, including exam development where management appoints subject matter specialists to assist in developing job-related exam content, to development of class specifications, where staff needs concurrence from management that the specifications accurately reflect the jobs, to promotional examination processes where 20% of the exam score is provided by a management evaluation of employee performance. Mr. Kibbey stated his opinion that for the most part, staff does get good support in selection of subject matter specialists, and in the development of class specifications. He continued that the area where support is lacking tends to be with regard to promotional evaluations, as indicated by the many discussions the Commission has had over the years with regard to the subject. Mr. Kibbey stated that this administration is once again working on a new employee evaluation system, and that he is hopeful that it results in improvements.

Mr. DeWalt stated that the inference appears to be that staff doesn't have full support from the administration, and asked whether that is a matter of concern for the Commission. Mr. Kibbey responded that it is always a matter of concern for the Commission, and said that the Chair can verify that the Commission has discussed the promotional evaluations in particular, many times in the past.

Mr. Kibbey stated his opinion that most administrations have not been concerned enough about promotional evaluations. He stated that the goal in a promotional examination, where the number of names in the area of selection is restricted, is to provide the best performers at the top of the eligible list, rather than is often stated as a dismissal of Civil Service: that it provides the best test-takers. Mr. Kibbey continued that we do need the support of the administration in this area, as we want to have people at the top of eligible lists who not only demonstrate a high level of knowledge, skills, and abilities, in a test process, but who are also accurately rated on a high level of past performance, which is a predictor of future performance.

Mr. DeWalt stated that he and others had been asked to participate in a process with Business and Developer Services Director Jan Quintrall and City Council President Ben Stuckart, and asked whether the Chief Examiner had received any feedback from them. Mr. Kibbey responded that he had not received feedback, but had been corresponding with Mr. Stuckart recently to schedule a working session for the Commission, where he and Ms. Quintrall could discuss their study and/or findings.

Mr. DeWalt asked if the office is at full staff. Mr. Kibbey responded that the office is at full-authorized staff. Mr. DeWalt stated that he had no further questions.

Ms. Doran asked if there was a motion to adopt the budget and business plan. Mr. DeWalt moved to adopt. The motion was seconded by Ms. Gabel, and passed unanimously.

Agenda Item VII.

Other Business:

The Chief Examiner noted that he had provided copies of several MOU's signed by management and various bargaining units as information to the Commission. He stated that three of them pertained to the manner in which Civil Service

Rules would be applied to the structures in the Police and Fire Divisions, and noted that not all bargaining units had agreed. He stated that the result will be different outcomes for employees within the same organizational structures.

Mr. Kibbey also noted that one MOU pertains to a Fire Department employee who is resigning to leave the City, and while it is an issue that may come before the Commission in the future, it is only information at this point.

Ms. Doran noted that there is a working session being scheduled for December to meet with Ben Stuckart and Jan Quintrall, and asked whether members were available. Mr. DeWalt asked why it is a working session. Mr. Kibbey responded that the question had come from the Commission last month, and that he had been directed to invite Mr. Stuckart and Ms. Quintrall to attend a working session, as it is less formal than a regular agenda item. Mr. Kibbey stated that he believed the individuals would be providing information on their view of the system and how it is functioning, and possibly make recommendations for improvements. Ms. Doran asked whether it wouldn't be more appropriate to have the discussion as a regular agenda item. Mr. DeWalt stated that was his concern, and that he would want information in advance as to what is to be discussed so he could prepare and participate.

Legal counsel Mike Piccolo suggested that the Commission place the discussion as a regular agenda item, but possibly have the discussion moved to the less formal environment of the Council Briefing Center. Mr. Piccolo also stated that having the specific topics to be discussed provided to the Commission ahead of time would be very helpful.

Ms. Gabel said that this question did come from the Commission, and that she wanted to listen to Mr. Stuckart and Ms. Quintrall.

Ms. Beckett asked if the agenda item would still be subject to the open public meetings act. Mr. Piccolo advised that it would be.

Mr. Kibbey asked if scheduling the meeting with Mr. Stuckart and Ms. Quintrall as a regular agenda item, to be conducted in a less formal environment and requiring briefing materials to be provided in advance is the direction of the Commission. Commission members affirmed that it was.

Hearing no further business to come before the Commission, Ms. Doran adjourned the meeting at approximately 10:16 a.m.

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*.

SPRINT COMMUNICATIONS COMPANY L.P. TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C35047

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Sprint Communications Company L.P., 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.

"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 Sprint Communications Company L.P., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Partnership whose home office is 6391 Sprint Parkway, Overland Park, KS 66251. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Sprint Communications Company L.P.
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2040
Overland Park, KS 66251
Attention: Manager, Real Estate.

With a copy to:
Sprint Communications Company L.P.
6391 Sprint Parkway
Mailstop: KSOHT0101-Z2020
Overland Park, KS 66251
Attention: Real Estate Attorney

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Keith J. Thompson, phone: (913) 794-8199; email: charlene.white@sprint.com; facsimile: (913) 523-8353.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

- 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 (including, but not limited to, permission to relocate, install, repair, reinstall and upgrade fiber optic cable) 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 set forth in Section 2B above, 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.
- 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 five (25) 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 is and will remain in good standing as a corporation registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours.

- B. 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. 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.
- C. 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 buried telecommunications fiber cable, as determined by local regulation, custom and practice, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all 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. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.
- 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. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. 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 one hundred and eighty (180) 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. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, 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 6(B) shall apply for the relocation contemplated in this Section 6(C).
- 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 following receipt of written notice of such failure or delay, 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. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

- A. Grantee will supply information reasonably 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 reasonably related to Grantee's facilities, unless the information is confidential and/or proprietary. 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 reasonable 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 existing within the right-of-way as of the date of this Ordinance. 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 plus 10% 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 Grantee 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. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold 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. 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 without notice provided according to policy provisions, filed as above provided.

Section 14. Taxes, fees

- A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider 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. 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 ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

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. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Agreement or any of its rights under this Agreement or delegate any of its duties under this Agreement, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

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. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for 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. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

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 abandon the cable in place, first removing all electronics, if any, rendering the same safe. Grantee will have no further obligations under this Franchise.
- 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.
- F. (Force Majeure) Except as otherwise provided in this Agreement, neither Party will be in default under this Agreement if and to the extent that any failure or delay in a Party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such Party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Agreement (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the Party seeking relief under this Section, provided that the Party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The Party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both Parties acknowledge that events under this Section may occur which are incapable of being cured so as to allow the Parties to enjoy the full benefit of their rights under the Franchise. If a Party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after 60 days, the Party not claiming inability to perform under force majeure may, at its option, terminate this Agreement without further obligation.

- G. (Authority to Sign) Each Party hereby represents and warrants to the other that the person or entity signing this Agreement on behalf of such Party is duly authorized to execute and deliver this Agreement and to legally bind the Party on whose behalf this Agreement is signed to all of the terms, covenants and conditions contained in this Agreement.

PASSED by the City Council on November 25, 2013

(Delivered to the Mayor on December 2, 2013.)

ORDINANCE NO. C35060

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Parks and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Parks and Recreation Fund and the budget annexed thereto with reference to the Parks and Recreation Fund, the following changes be made:

FROM:	1400-99999 99999-	Parks and Recreation Fund Unappropriated Reserves	<u>\$ 300,000</u>
TO:	1400-54400 97118-80101	Park and Recreation Fund Transfer to Park Cumulative Rsv Fund	<u>\$ 300,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replenish Park Capital Reserve Funds that were used for a demolition project, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on November 25, 2013

(Delivered to the Mayor on December 2, 2013.)

ORDINANCE NO. C35062

An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget for 2014 prior to the close of the current fiscal year at midnight, December 31, 2013; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121, the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2013, subject to later adjustments as provided therein; -- Now, Therefore,

The City of Spokane does ordain:

Section 1.

- A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.
- B. That without these essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.
- C. That the following Annual Budget of the City of Spokane for 2014 reflects a continuation of the essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2014, as set forth in the document attached hereto and entitled, "2014 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2014 Annual Budget, is hereby fixed, determined and adopted; and that the amounts set forth in the budget are hereby appropriated for the use of the several funds as specified.

Section 3. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2014 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 4. Pursuant to Section 25 of the Spokane City Charter, that the City Council hereby ratifies and confirms all administrative departments created and established in 2013.

Section 5. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

PASSED by the City Council on November 25, 2013

(Delivered to the Mayor on December 2, 2013.)

General Notices

SURPLUS PEDESTRIAN HEADS FOR SALE BY CITY OF SPOKANE

The City of Spokane has approximately 150 surplus pedestrian heads that are being offered for sale. These are the old Walk / Don't walk heads that have been replaced with new "international style" countdown models. They are being sold "as is" on a first come, first serve basis. Cost is \$40 each with sales tax already included. Payment must be made by check (with driver's license) or cash in exact amount. They can be purchased at the City of Spokane Street Department, 901 North Nelson Street, Spokane, WA, Monday through Friday from 9am to 3pm. **No phone orders or holds.**

Publish: December 4, 2013

Notice for Bids

Paving, Sidewalks, Sewer, etc.

CALL FOR BIDS

FRANCIS AVENUE FROM DIVISION STREET TO CRESTLINE STREET

Engineering Services File No. 2012060

This project consists of the construction of approximately 22,000 cubic yards of excavation and embankment, 950 linear feet of storm sewer, 20 drainage structures, 1,300 linear feet of sidewalk, 1,348 linear feet of 8 in. water main, ITS conduit the length of the project, 40,527 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., December 9, 2013 for the above project located in Spokane, Washington, in accordance with the Contract Documents on file in the office of the Director, Engineering Services Department. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers.

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

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

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

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

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

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

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

Publish: November 13, 20, 27 and December 4, 2013

CALL FOR BIDS

CITY-WIDE HEAT APPLIED THERMOPLASTIC PEDESTRIAN CROSSWALK MARKINGS

Engineering Services File No. 2012070

This project consists of removing approximately 12,700 sq. ft. of existing pavement markings, installing approximately 26,700 sq. ft. of heat applied thermoplastic pavement markings, 12,600 sq. ft. of pavement grooving, and other work.

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., December 16, 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.

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

Publish: November 20, 27, December 4 and 11, 2013

CALL FOR BIDS

Rowan Avenue Sidewalk from Belt Street to Monroe Street

Engineering Services File No. 2012134

This project consists of the construction of approximately 4605 square yards of sidewalk, 670 linear feet of cement concrete curb wall, 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., December 16, 2013 for the above project located in Spokane, Washington, in accordance with the Contract Documents on file in the office of the Director, Engineering Services Department. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers.

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

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

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

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

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

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

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

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

Publish: November 27, December 4 and 11, 2013

CALL FOR BIDS
8th Avenue & Chandler Street Transmission Main Reroute
Engineering Services File No. 2013194

This project consists of approximately 1550 cubic yards of roadway excavation, 720 SY of asphalt grind, 720 SY of HMA 2" thick, 1290 SY of HMA 4" thick, 2860 SY of HMA 5" thick, 1330 SY of HMA 6" thick, 1400 LF of 42" dia. DI water main, 500 LF of 8" dia. sewer main 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., December 16, 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.

Publish: November 27, 2013, December 4 and 11, 2013

Notice for Bids

Supplies, Equipment, Maintenance, etc.

REQUEST FOR BIDS

LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULENT
City of Spokane Wastewater Management Department -
Riverside Park Water Reclamation Facility

BID #3979-13

The City of Spokane Wastewater Management Department is requesting Bids for **LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULENT**.

Letter of Interest - Letters of Interest must be submitted to City of Spokane Purchasing, Attn: Connie Wahl by mail City Hall – 4th Floor, 808 W. Spokane Falls Blvd, Spokane WA 99201, or email at cwahl@spokanecity.org **no later than 5:00 p.m. Thursday, December 5, 2013**. Letter of Interest instructions are included in the Request for Bids document.

Pre-qualification Period - Potential bidders must pre-qualify bid products during the polymer evaluation period of December 9, through December 27, 2013 (excluding December 25, 2013). Instructions for the pre-qualification period are included in the Request for Bids document.

Sealed Bids will be opened at the 1:15 p.m. public bid opening on **TUESDAY, JANUARY 13, 2014**, in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULENT** for the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility.

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

Bid Proposal documents should be submitted to City of Spokane Purchasing **no later than 1:00 p.m. on the date of opening**. 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 one (1) paper original, one (1) paper copy, and one (1) reproducible digital copy of the bid 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 bids and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the Proposer when considering this contract.

All response packages are to be clearly marked with:

“BID #3979-13, LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULENT, DUE 1/13/14”

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

November 27 & December 4, 2013

**BOSCH LOT REDI-ROCK WALL REPLACEMENT PROJECT
Parks & Recreation Department**

BID #3986-13

Sealed bids will be opened at **1:15 p.m., MONDAY, DECEMBER 9, 2013**, in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **BOSCH LOT REDI-ROCK WALL REPLACEMENT PROJECT** for the City of Spokane Parks & Recreation Department.

Detailed specifications and proposal forms are available from City Purchasing, by contacting Thea Prince 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 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: **“BOSCH LOT REDI-ROCK WALL REPLACEMENT PROJECT, BID #3986-13, DUE 12/9/13”**.

Thea Prince
Purchasing Division

November 27 & December 4, 2013
