



Official Gazette

City of Spokane, Washington

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

Volume 106

JULY 27, 2016

Issue 30



MAYOR AND CITY COUNCIL

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBERS:

BREEAN BEGGS (DISTRICT 2)

MIKE FAGAN (DISTRICT 1)

LORI KINNEAR (DISTRICT 2)

CANDACE MUMM (DISTRICT 3)

KAREN STRATTON (DISTRICT 3)

AMBER WALDREF (DISTRICT 1)

The Official Gazette

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Minutes

NOTICE**Monday, July 18, 2016**

The minutes for the Monday, July 18, 2016, Spokane City Council Meeting were not available for publication in this issue of the *Official Gazette*. The minutes will be published in the Wednesday, August 3, 2016, issue of the *Official Gazette*.

**SPECIAL MEETING OF THE
SPOKANE CITY COUNCIL****Monday, July 11, 2016**

A Special Meeting of the Spokane City Council was held on the above date at 4:05 p.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton and Waldref were present.

The following topic was discussed:

- Active Shooter Training

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 5:20 p.m.

STUDY SESSION MEETING MINUTES**SPOKANE CITY COUNCIL****Thursday, July 14, 2016**

A Special Meeting of the Spokane City Council was held on the above date at 3:32 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs, Kinnear, Stratton and Waldref were present. Council Members Fagan and Mumm were absent.

The following topic was discussed:

- Plan Commission Presentation

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 5:01 p.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*.

MOBILITIE, LLC (NONCABLE) FRANCHISE

Ordinance No. C35403

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to Mobilitie, LLC, 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, which permission shall not be unreasonably withheld, conditioned or delayed.

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

“Municipal infrastructure” means the road bed and road area, street and sidewalk paving, curbing, associated drainage Facilities, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility Facilities, as well as municipal traffic signal, street lighting and communications Facilities in the Right of way or other areas or easements open for municipal use. It further includes

skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the Right of way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other Facilities located in or near the Right of way or areas or easements opened and accepted for municipal use.

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

state highways;

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

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

federally granted trust lands or forest board trust lands;

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

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

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

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also “City”, and Mobilitie LLC, as Grantee, hereafter also “Grantee”. Grantee is a Nevada limited liability company, whose home office is 2220 University Drive, Newport Beach, California 92660. Any notice sent hereunder shall be sent to the above address to Attention: Legal Department. Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to Attention: Legal Department; telephone (877) 999-7070; email legal@mobilitie.com.

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

Section 3. Limits on permission

A. Should the City determine Grantee is using the Franchise beyond its purpose or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public Right of way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City. [Cross reference section 16 B for cure and default provision.]

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the Right of way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance; PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight fifteen (15) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General provisions

A. Grantee will become and remain in good standing a corporation registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a toll free public telephone number 24 hours a day, seven days a week for customer access, personally staffed at least during normal business hours.

B. Grantee will provide safe and reliable service to its customers at rates that are fair and reasonable, in accordance with all applicable laws and regulations, including regulatory ordinances, resolutions of the City Council and orders of the Administering officer relating to use of the Right of way or otherwise to areas within municipal jurisdictional powers as may now or hereafter arise. Grantee agrees to be accessible to its customers and responsive to customer needs.

C. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public Right of way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and municipal infrastructure. [See also, section 7; Pavement Cut policy.] Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

D. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the Right of way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS Director and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the Administering officer. Above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements.

B. The City reserves the right to change, regrade, relocate, or vacate the Public Right of way and/or skywalk over the Right of way at no expense or liability to the City. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within ninety (90) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer, at its sole expense and liability, including handling any third party claims, such as service interruption. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the notice period may be shortened, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the Right of way, when reasonably necessary for construction, alteration, repair, or improvement of the Right of way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6B shall apply for the relocation contemplated in this Section 6C.

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

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

Section 8. Information, good engineering, inspections

A. Grantee will supply information requested by the Administering officer such as installation inventory, locations of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other Right of way installation and location requirements, on file with the Administering officer and make reasonable efforts to be familiar with updates or changes thereto.

Section 9. Limited access, no obstruction, accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public Right of way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the Right of way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the Right of way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee facilities in the Right of way as, in the judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such Right of way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other Right of way occupants or users, other utilities, franchisees, or permittees. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

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

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right of way, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee facilities provided under this paragraph, or use such facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Mobilite LLC, and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City MIS Director at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Grantee will indemnify and hold harmless the City, its boards, officers, agents and employees ("City") 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, except to the extent caused by the gross negligence or willful misconduct of the City, its employees, agents or contractors or other third parties.

B. Grantee accepts that access to any Franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. During the term of this Franchise, the Administering officer, with the advice of the City Risk Manager may review the relative risk of Grantee's installation and operations and direct changes to insurance and liability protections as he/she may require. Unless so modified, Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, with the City of Spokane named as an additional insured.

B. Any Grantee insurance policy or approved self-insurance arrangements addressing requirements of this Franchise shall be primary to any City insurance coverage or, in the event the City is self-insured, any Grantee policy shall afford first dollar protection coverage for risks included in Grantee's operations. On or before June 1st of each year and at the time of

granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be cancelled or reduced without at least thirty (30) days notice to the City, filed as above provided.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telephone business operations in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telephone business franchise fees is removed or modified to allow a Franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days notice to invoke this provision and any Franchise fee under it shall be prospective in nature.

B. If Grantee operates a Cable television service, the cable franchise fee is 5% of gross receipts from said business from the time of commencement of such operations, but this shall not excuse full compliance with other applicable requirements.

C. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within forty-five (45) days of billing pursuant to this Franchise. Failure to pay within forty-five (45) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

D. The City reserves the right to audit any books or records required to enforce any lawful tax, fee or expense to be paid by Grantee. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location within the City of Spokane or by mutually accepted other arrangements. Grantee agrees, that no later than sixty (60) days after receiving written request from the City Treasurer to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Treasurer on the same day as filed, postage prepaid, affecting any of Grantee's Facilities or business operations in the City of Spokane. Any information provided by Grantee to City shall be subject to public disclosure under the public records act, RCW 42.56.

Section 15. Franchise administration

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

Section 16. Additional

A. Any assignment of use or occupancy privileges requires consent of the City in the manner originally granted. This does not apply to minor stock transfers, or assignments to affiliates, including an assignment or transfer to an entity controlling, controlled by or under common control with Grantee, or if an entity acquires or succeeds to ownership of all or substantially all of Grantee's assets. No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. In any condemnation proceeding brought by the City, no grantee of any permission, permit or franchise under this chapter or otherwise shall ever be entitled to receive any return thereon, or its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days notice to Grantee and opportunity to cure. No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise render the same safe as the Officer reasonably determines.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities shall so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

**Passed by City Council July 18, 2016
Delivered to Mayor July 20, 2016**

ORDINANCE NO C35414

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999 99999-	General Fund Unappropriated Reserves	<u>\$ 21,154</u>
TO:	0650-51450 58200-54201	General Fund – Planning Dept Contractual Services	<u>\$ 21,154</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 provide additional Neighborhood Planning funds related to the newly-formed Audubon/Downriver Neighborhood; 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 City Council July 18, 2016
Delivered to Mayor July 20, 2016**

ORDINANCE NO C35415

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999 99999-	General Fund Unappropriated Reserves	<u>\$ 20,190</u>
TO:	0320-36100 11600-54201	General Fund – City Council Contractual Services	<u>\$ 20,190</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 provide funding for the Corbin Senior Center elevator 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 City Council July 18, 2016
Delivered to Mayor July 20, 2016

Job Opportunities

The City of Spokane is an Equal Employment Opportunity Employer

POLICE RECORDS SHIFT SUPERVISOR SPN 017 PROMOTIONAL EXAMINATION

DATE OPEN: Monday, July 25, 2016 **DATE CLOSED:** Sunday, August 7, 2016 at 11:59 p.m.
SALARY: \$39,045.60 annual salary, payable bi-weekly, to a maximum of \$56,188.08

DUTIES:

Performs difficult and independent supervisory work in the Records Division of the Police Department.

MINIMUM QUALIFICATIONS:

Promotional Requirements: (Must be met by date of examination.)

Two years of experience with the City in the classification of Police Records Specialist (SPN 016).

REQUIRED ADDITIONAL DOCUMENTS: Must be received in our office by the closing date, preferably attached to application.

- DD Form 214 (Member-4) or NGB Form 22, if applicable. (See RCW 41.04.010 as to how Veterans' Preference is applied.)

EXAMINATION DETAILS:

Applicants must meet the minimum qualifications and pass the examination for these positions to be eligible for hire. The examination will consist of a written test, oral board interview, and promotional evaluation, with weights assigned as follows:

- Written test 40%
- Oral interview 40%
- Promotional Evaluation 20%

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

WRITTEN TEST DETAILS:

The written test will be conducted in the Civil Service Test Room (4th floor, City Hall) on **Tuesday, August 30, 2016, at 9:00 a.m.** The approximate duration of the test is 2 hours.

Written test scheduling: Accepted applicants will be invited to attend the test session. Additional sessions may be added if more than 45 applications are accepted.

The written test may include such subjects as: ACCESS Terminal Operations; Records Retention, Public Records Disclosure, and Department Knowledge; Mathematics; Office Procedures; Supervisory Procedures; Written Communication; Computer Literacy; and Human Relations.

ORAL BOARD DETAILS:

The oral board will be conducted in the Civil Service Test Room during the week of Sept. 12, 2016. Candidates who pass the written exam will be notified of the date and time to appear for the oral board.

PROMOTIONAL EVALUATION DETAILS:

Pursuant to Civil Service Rule VI, Section 9, an evaluation of an employee's job performance [in the form of a Performance Appraisal Review (PAR)] shall be a subject in all promotion exams. The PAR should be administered by the employee's supervisor within the past year.

- The employee's most recent PAR is the Promotional Evaluation for this position.
- If the most recent PAR is expired (older than one year), the employee's payroll clerk and supervisor are notified. The supervisor is responsible for submitting an updated PAR to the HR department for approval prior to the closing date.
- If an updated PAR is not received by the closing date, the most recent PAR on file will be used, regardless of date administered.

TO APPLY:

An application is required for promotional applicants. Applications must be completed online at: <http://my.spokanecity.org/jobs> by 11:59 p.m. on the filing cut-off date. Copies of required additional documents may be attached to your application or submitted via any of the following:

- Email: civilservice@spokanecity.org with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4th Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 25th day of July 2016.

CRAIG HULT
Chair

GITA GEORGE-HATCHER
Chief Examiner

**PROGRAM SPECIALIST (COMMUNITY, HOUSING, AND HUMAN SERVICES) SPN 070
OPEN ENTRY**

DATE OPEN: Monday, July 25, 2016 **DATE CLOSED:** Sunday, August 7, 2016 at 11:59 p.m.
SALARY: \$51,740.54 annual salary, payable bi-weekly, to a maximum of \$63,308.16

DUTIES:

Performs specialized, technical work assisting professional-level staff in the administration of various governmental and financial assistance programs and the monitoring of related program contracts, grants, budget and regulation compliance.

MINIMUM QUALIFICATIONS:

Open Entry Requirements: All requirements must be met at the time of application.

Education – Completion of two years of study (60 semester or 90 quarter credit hours) at an accredited college or university

Experience – Two years of experience in the administration of government-grant supported programs, such as HOME, CDBG or similar programs.

Substitution – A Bachelor's degree in the field of Public Administration, Business Administration, Accounting, Economics or a related field may substitute for the required experience.

REQUIRED ADDITIONAL DOCUMENTS: Must be received in our office by the closing date, preferably attached to application.

- Copy of unofficial college transcripts showing completion of required coursework in a field noted above and including name of institution, applicant name, courses/credits taken, and GPA.
- DD Form 214 (Member-4) or NGB Form 22, if applicable. (See RCW 41.04.010 as to how Veterans' Preference is applied.)

EXAMINATION DETAILS:

Applicants must pass the examination for this classification to be eligible for hire by the City of Spokane. This exam will consist of a supplemental questionnaire and a written test, with exam weights assigned as follows:

Supplemental Questionnaire: 15%
Written test: 85%

SUPPLEMENTAL QUESTIONNAIRE DETAILS

The Supplemental Questionnaire, weighted at 15%, is part of your application. The Supplemental Questionnaire is designed to elicit sufficient job-related information and will be used to evaluate the amount and quality of the applicant's previous job-related experience, as well as any other information deemed important to performing the duties of the position.

WRITTEN TEST DETAILS:

The written test will be conducted in the Civil Service Test Room (4th floor, City Hall) on Wednesday, August 24, 2016 at 9 a.m. The approximate duration of the test is two hours.

Upon acceptance of your application, you will receive an e-mail with complete instructions to self-schedule your test session. Additional sessions may be added depending on the number of applications accepted.

The written test may include such subjects as: Program Compliance & Administration, Report Writing, Vocabulary & Spelling, Grammar Fundamentals, Accuracy & Error Detection, Computer Knowledge, and Human/Public Relations.

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

TO APPLY:

Applications must be completed online at: <http://my.spokanecity.org/jobs> by 11:59 p.m. on the filing cut-off date. Copies of required additional documents may be attached to your application or submitted via any of the following:

- Email: civilservice@spokanecity.org with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4th Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 25th day of July 2016.

CRAIG HULT
Chair

GITA GEORGE-HATCHER
Chief Examiner

**LABORATORY TECHNICIAN SPN 654
PROMOTIONAL EXAMINATION**

DATE OPEN: Monday, July 25, 2016 **DATE CLOSED:** Sunday, August 7, 2016 at 11:59 p.m.
SALARY: \$41,488.56 annual salary, payable bi-weekly, to a maximum of \$59,633.28

DUTIES:

Performs responsible technical work performing chemical and bacteriological analyses and sampling of water, waste water, industrial, and household hazardous waste.

MINIMUM QUALIFICATIONS:

Promotional Requirements: (Must be met by date of examination.)

Current City employees who meet the open entry requirements may apply on a promotional basis.

Open Entry Requirements:

Graduation from an accredited four-year college or university with a degree in chemistry, bacteriology, or related laboratory science. Experience in analytical laboratory work may be substituted on a year-for-year basis for up to two years of the educational requirement.

All applicants must possess a valid driver's license.

Note: Individuals in this classification in the Water Department possessing a Washington State Department of Health Water Distribution Manager I or higher certificate are eligible for a two-range pay adjustment. The pay adjustment is contingent on the budget process and Civil Service verification of the certification.

REQUIRED ADDITIONAL DOCUMENTS: Must be received in our office by the closing date, preferably attached to application.

- Copy of unofficial college transcripts, including name of institution, applicant name, courses/credits taken, and GPA.
- DD Form 214 (Member-4) or NGB Form 22, if applicable. (See RCW 41.04.010 as to how Veterans' Preference is applied.)

EXAMINATION DETAILS:

Applicants must pass the examination for this classification to be eligible for hire by the City of Spokane. This exam will consist of a written test and a performance evaluation, with weights assigned as follows: written test 80%, performance evaluation 20%.

If your application is accepted, you must self-schedule your test time. You will receive an e-mail with complete instructions.

Written tests will be conducted in the Civil Service Test Room on Tuesday, August 16, 2016 at 1:00 p.m. The approximate duration of the test is 2 hours.

The written test may include such subjects as: Laboratory Principles and Methods, Employee Relations, and Microsoft Excel.

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

TO APPLY:

An application is required for promotional applicants. Applications must be completed online at: <http://my.spokanecity.org/jobs> by 11:59 p.m. on the filing cut-off date. Copies of required additional documents may be attached to your application or submitted via any of the following:

- Email: civilservice@spokanecity.org with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4th Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 25th day of July 2016.

CRAIG HULT
Chair

GITA GEORGE-HATCHER
Chief Examiner

**LABORATORY TECHNICIAN SPN 654
OPEN ENTRY**

DATE OPEN: Monday, July 25, 2016 DATE CLOSED: Sunday, August 7, 2016 at 11:59 p.m.

SALARY: \$41,488.56 annual salary, payable bi-weekly, to a maximum of \$59,633.28

DUTIES:

Performs responsible technical work performing chemical and bacteriological analyses and sampling of water, waste water, industrial, and household hazardous waste.

MINIMUM QUALIFICATIONS:

Open Entry Requirements: All requirements must be met at the time of application.

Graduation from an accredited four-year college or university with a degree in chemistry, bacteriology, or related laboratory science. Experience in analytical laboratory work may be substituted on a year-for-year basis for up to two years of the educational requirement.

All applicants must possess a valid driver's license.

Note: Individuals in this classification in the Water Department possessing a Washington State Department of Health Water Distribution Manager I or higher certificate are eligible for a two-range pay adjustment. The pay adjustment is contingent on the budget process and Civil Service verification of the certification.

REQUIRED ADDITIONAL DOCUMENTS: Must be received in our office by the closing date, preferably attached to application.

- Copy of unofficial college transcripts, including name of institution, applicant name, courses/credits taken, and GPA.
- DD Form 214 (Member-4) or NGB Form 22, if applicable. (See RCW 41.04.010 as to how Veterans' Preference is applied.)

EXAMINATION DETAILS:

Applicants must pass the examination for this classification to be eligible for hire by the City of Spokane. This exam will consist of a multiple choice test weighted at 100% of the final score.

If your application is accepted, you must self-schedule your test time. You will receive an e-mail with complete instructions.

Written tests will be conducted in the Civil Service Test Room on Tuesday, August 16, 2016 at 1:00 p.m. The approximate duration of the test is 2 hours.

The written test may include such subjects as: Laboratory Principles and Methods, Employee Relations, and Microsoft Excel.

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

TO APPLY:

Applications must be completed online at: <http://my.spokanecity.org/jobs> by 11:59 p.m. on the filing cut-off date. Qualified applicants are encouraged to apply immediately. Copies of required additional documents may be attached to your application or submitted via any of the following:

- Email: civilservice@spokanecity.org with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4th Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 25th day of July 2016.

CRAIG HULT
Chair

GITA GEORGE-HATCHER
Chief Examiner

Notice for Bids

Paving, Sidewalks, Sewer, etc.

CALL FOR BIDS

CSO Basin 41 Control Facility Engineering Services File No. 2010102

This project consists of the construction of approximately a ±90,000 gallon CSO large pipe storage facility with two cast in place concrete vaults, flow control devices, approximately ±2,400 cubic yards of excavation and embankment, ±2,700 linear feet of storm sewer and sanitary sewer, drainage structures, ±510 linear feet of sidewalk, ±7,210 square yards of 5-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., August 8, 2016 for the above project located in Spokane, Washington, in accordance with the Contract Documents on file at the Department, Engineering Services. 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.

Cash, cashier's check, 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 FIVE (5) 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.

Note regarding new specifications: The City of Spokane is using WSDOT's 2016 Standard Specifications. Bidder's should allow sufficient time to familiarize themselves with the WSDOT 2016 Standard Specifications prior to bidding the project.

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.

******Time is of the essence due to the length of the construction window and/or the time of year in which the project is being constructed. Please note that various award phase steps have shorter than normal time frames as detailed in section 1-03.3, 1-08.4, and 1-08.5.**

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

*"The Successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts funded in whole or in part by SRF appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area."*****

Publish July 20, 27 and August 3, 2016

Notice for Bids

Supplies, Equipment, Maintenance, etc.

BANK DEPOSITORY SERVICES ACCOUNTING DEPARTMENT

RFP #4249-16

Sealed bids will be opened at 1:15 p.m., **MONDAY, AUGUST 22, 2016** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **BANKING DEPOSITORY SERVICES** for the City of Spokane Accounting Department.

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

Submittal Instructions:

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

Submit seven (7) copies of the proposal as follows:

One (1) original, five (5) paper copies and one (1) reproducible digital copy (thumb drive or CD) of the Proposal 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:
“BANKING DEPOSITORY SERVICES, BID #4249-16, DUE 8/22/16”.

Thea Prince
Purchasing Department

Publish: July 20 & 27 2016

**RECYCLING OF DIRT, ROCK, CONCRETE, ASPHALT DEBRIS & PURCHASING OF RECYCLED DIRT,
ROCK, CONCRETE AND ASPHALT**

Water/Wastewater Maintenance Utilities

BID #4264-16

Sealed bids will be opened at 1:15 p.m., **MONDAY, AUGUST 1, 2016** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **RECYCLING OF DIRT, ROCK, CONCRETE, ASPHALT DEBRIS & PURCHASING OF RECYCLED DIRT, ROCK, CONCRETE AND ASPHALT** for the Water/Wastewater Maintenance Utilities.

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

Submittal Instructions:

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

Submit One (1) Original paper Bid and One (1) reproducible digital copy (CD or thumb drive) 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:
“RECYCLING OF DIRT, ROCK, CONCRETE, ASPHALT DEBRIS & PURCHASING OF RECYCLED DIRT, ROCK, CONCRETE AND ASPHALT, BID #4264-16, DUE 8/1/16”.

Thea Prince
Purchasing Department

Publish: July 20 & 27, 2016

**INVENTORY MANAGEMENT SERVICES
SOLID WASTE DISPOSAL DEPT – WASTE TO ENERGY FACILITY**

RFP #4265-16

Sealed bids will be opened at 1:15 p.m., **MONDAY, AUGUST 15, 2016** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **INVENTORY MANAGEMENT SERVICES** for the City of Spokane Solid Waste Disposal Dept – Waste to Energy Facility.

A pre-proposal meeting will take place on Friday, July 29, 2016 at 10:30 am at the Waste to Energy Facility Administration Office, 2900 South Geiger Blvd., Spokane, Wa

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

Submittal Instructions:

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

Submit two (2) copies of the proposal as follows:

One (1) original and one (1) reproducible digital copy (thumb drive or CD) of the Proposal 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:

“INVENTORY MANAGEMENT SERVICES, BID #4265-16, DUE 8/15/16”.

Thea Prince
Purchasing Department

Publish: July 20 & 27, 2016
