



Official Gazette

City of Spokane, Washington

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

Volume 107

SEPTEMBER 20, 2017

Issue 38



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)

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The Official Gazette

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Minutes

NOTICE**Monday, September 11, 2017**

The minutes for the Monday, September 11, 2017, Spokane City Council Meeting were not available for publication in this issue of the *Official Gazette*. The minutes will be published in the Wednesday, 27, 2017, issue of the *Official Gazette*.

**SPECIAL MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, August 31, 2017**

A Special Meeting of the Spokane City Council was held on the above date in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. The meeting was called to order at 3:30 p.m. Council President Stuckart and Council Member Fagan, Kinnear, Mumm, and Waldref were present. Council Members Beggs and Stratton arrived at 3:31 p.m.

The purpose of the special meeting was for the City Council to hold a Special Legislative Session to consider appointments and to hold the City Council's regularly scheduled Study Session. Both portions of the meeting were open to the public. No public testimony was taken and discussion was limited to appropriate officials and staff.

STUDY SESSION AGENDA

City Council conducted an interview of Colleen Gardner as a potential appointment to the Office of Police Ombudsman Commission. The City Council then reconvened into a special

legislative session at 3:37 p.m. Following the special legislative session, the City Council conducted the remaining portion of its study session.

SPECIAL LEGISLATIVE SESSION / AGENDA**Roll Call**

Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton, and Waldref present.

Suspension of Council Rules to add an Appointment to the Office of Police Ombudsman Commission

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

Motion by Council Member Fagan, seconded by Council Member Beggs, to add the affirmation of appointment of Colleen Garden to the agenda; **carried unanimously.**

Appointment of Pro/Con Committee for Proposition 2

Council President Stuckart presented the names of the Pro and Con Committees for Proposition 2 (initiative regarding prohibition of oil and coal shipment by rail – Ordinance C35515), as follows:

Pro Committee: Jim Lee, Todd Eklof, and Jacob Benson
Con Committee: Michael Cathcart

The following action was taken:

Upon 6-1 Voice Vote (Council Member Fagan “no”), the City Council **approved** (and thereby confirmed) the appointments to the Pro and Con Committees for Proposition 2, as presented by Council President Stuckart.

Appointment to Office of Police Ombudsman Commission

The following action was taken:

Upon Unanimous Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Colleen Gardner to the Office of Police Ombudsman Commission. (Clerical Note: The City Council reaffirmed this appointment during its regularly scheduled meeting held Monday, September 11, 2017.)

The Special Legislative Session adjourned at 3:39 p.m. and the City Council immediately convened and conducted the remainder of the Study Session portion of the meeting.

STUDY SESSION AGENDA (Continued)

The City Council continued the study session portion of the meeting. The topic of discussion for the remainder of the meeting was, as follows:

Spokane Falls Building Heights.

ADJOURNMENT

The Study Session portion of the Special Meeting adjourned at 4:09 p.m.

Public Safety Committee August 21, 2017

Meeting minutes: meeting called to order at 1:32 pm

Attendance:

PSC Members Present: PSC Chair CM Kinnear, CM Fagan, CM Beggs, CM Stratton, CM Mumm, CM Waldref, CP Stuckart (arrived for last 5 minutes)

Staff/Others Present: Asst. Chief Lundgren, Major Eric Olsen, Major Kevin King, Sgt. John Griffin, Chief Brian Schaefer, Mike Lopez, Dir. Jacqui MacConnell, Kathy Knox, Bart Logue, Heather Trautman, Mary Muramatsu, Howard Delaney, Tim Szambelan, Angie Napolitano, Sue Raymon, Jake Fraley, Nancy Hill, Brian McClatchey, Ariane Schmidt, Division Chief Stockdill, Division Chief Ladd, Sgt. John Griffin, Ed Lukas, Kathy Armstrong, Michele Anderson

Approval of July 17, 2017, minutes: Motion to approve by CM Fagan; M/S by CM Beggs. The committee approved the minutes for July 17, 2017 unanimously.

Consent Agenda:

Photo Red (SPD) – Briefing Paper Only

Sit and Lie Redacted Arrest Update (SPD) – Briefing Paper Only

OPO July Monthly Report – Briefing Paper Only *Ombudsman Logue was in attendance to answer questions

Council Requests:

Fire Benefit Charge Update (CM Stratton)

CM Stratton wanted to know if there was any progress made on this. Chief Schaeffer directed her to James Caddy and clarified that updates on this would come from the Mayor's office as available.

"Reality-Based" Police Shows (CM Kinnear)

Chairperson CM Kinnear raised concerns about the image of Spokane portrayed in "reality-based" police television programs and wanted to know how SPD leadership felt about SPD working with such programs. Assistant Chief Lundgren explained that SPD does not work with "Live PD", but is currently filming with "COPS" for future shows. AC Lundgren thinks that "COPS" portrays the SPD in a very positive and professional light, which boosts morale for officers. He also pointed to "COPS" credentials as a credible policing program, citing its sponsorship of national law enforcement conferences, and he felt that SPD is gratified by the program's decision to feature the SPD. "COPS" scenes have been shown nationally as law enforcement training videos, and SPD still has some degree of editing control over what scenes go into the final cut of the show aired on television. CM Mumm asked if SPD receives compensation from "COPS" in exchange for filming. "COPS" film crews ride along with SPD patrols to film and do not require any staff time. CM Kinnear and CM Mumm then discussed potential advertising revenue being accrued by "COPS" from their programming, but did not go into deeper discussion. CM Beggs wondered when the footage being filmed this summer will air, and Major King said he expects it to air in January and promised to update Council before footage with SPD airs. Major King assured the committee that portraying a positive of both SPD and the City of Spokane are primary goals for SPD in working with "COPS".

Spokane Police Department**Resolution of Intent – 911 Emergency Communication (Ariane Schmidt)**

Ariane Schmidt presented Council with the updated Resolution of Intent briefing paper (attached) and briefed Council about the efforts by the City and the County. Council was in support but wanted a change; the text added was an acknowledgement of employment that current employees would have opportunities to stay and that service delivery would remain the same or better as a result of this integration.

Questions/discussion followed. CM Mumm is looking for an escape clause in it to make sure that it is going to give better service. Regional Governance Committee is a temporary committee and consists of Gerry Gemmill, a County Commissioner, Theresa Sanders, Gavin Cooley, and an At-Large member. CM Beggs would like to add a resolution to add one City Council member to this temporary committee; will need to modify the original resolution with an amendment.

School Speed Zone Cameras Analysis (Sgt. John Griffin)

Sgt. Griffin presented Council with an ATS Speed Study paper (attached). He stated that he received four spreadsheets on Friday and would like some time to review that data before giving recommendations. Questions/Discussion followed. Sgt. Griffin will come back after reviewing the data.

Amendment to Imprest Funds Ordinance (Major Olsen)

Major Olsen presented Council with the Imprest Funds Ordinance amendment briefing paper (attached). He stated that they have two active PACT teams working off the same \$1,500 and they would like to increase that amount to \$10,000. Questions/Discussion followed.

EBO Police Radio Supervisor (Major Olsen)

Major Olsen presented Council with the EBO briefing paper for Police Radio Supervisor (attached). No questions/Discussion followed.

DUI Grant Contract EBO (Major King)

Major King presented Council members with the DUI Grant Contract EBO briefing paper (attached) which will be used to fund a Full Time Employee (FTE). Questions/Discussion followed including discussion about the DUI Court.

Mr. Delaney applied for a DUI Grant and is the apparent recipient. They will focus on the more problematic of the DUI offenders. WSP was picking up City DUIs and taking them to District Court – these are Muni Ct. Discussion followed about how WSP was called in to help with DUIs – this grant will add FTEs which should help in not having to call WSP. Some of the money will be used for DUI campaign and education.

2017 JAG Grant (Asst. Chief Lundgren)

Asst. Chief Lundgren presented Council members with the 2017 JAG Grant briefing paper (attached) which they would like to use to pay for the majority of a 3D scanner – The Prosecutors Office is encouraging the purchase of this scanner. No questions/Discussion followed.

Rifle Suppressors Contract (Dir. MacConnell)

Dir. MacConnell presented Council members with the Rifle Suppressors Contract briefing paper (attached). Questions/Discussion followed including that hearing damage is from the actual deployment, during an incident, because ear protection is not in place when officers are on the street.

Strategic Initiatives Update (Dir. MacConnell)

Dir. Jacqui MacConnell provided Council members with the Strategic Initiatives monthly update (attached). Dir. MacConnell highlighted several items from the report, including but not limited to: Precincts are working with other partners to help find solutions to issues; Hiring workshops have been going very well – had 39 attendees at the last workshop; PAL was very successful with 470 kids and great results from surveys. SPD has collaborated with the Library and they are now having an “after PAL” at the Library to give the kids something to do. Questions/discussion followed:

It was mentioned that Capt. Dan Torok has been exceptional to work with regarding the mail delivery issue on Wabash and has been keeping Council updated – the neighborhood really appreciated his help. Dir. MacConnell will contact CM Beggs regarding CPTED on I90 data. CM Kinnear will forward emails to CM Beggs regarding enforcement at Couer d’Alene Park. Major King said the park has been a primary “hotspot” for the past few weeks.

DOJ Collaborative Reform Update (Kathy Armstrong)

Kathy Armstrong presented Council members with the DOJ Collaborative Reform briefing paper (attached). Because DOJ has not released a final report, SPD wanted to provide an update to Council members. Kathy highlighted several highlights including but not limited to: SPD is very proud of its robust CIT training – gone above what DOJ recommended; now going through Procedural Justice training. They are continuing to strive for excellence, beyond DOJ's recommendations. Questions/Discussion followed.

CM Waldref appreciated the update and all the stories and asked if there would be some objective performance measures so that we can know that we are performing better. There is a project underway of reviewing body camera footage; also, Dr. Steve James came up with some CIT metrics but it's hard to know because we have so many people in crisis. It's also hard to know what particular training has had the impact. CM Beggs commended SPD's buy-in and said it was fabulous to watch the department remake itself.

Spokane Fire Department

UAV Program Update (Chief Schaeffer)

Chief Schaeffer gave a presentation on the drone program and noted situations when SFD would utilize drones including structure fires (including thermal imaging), hazmat incidents, water rescues, wildland fires, investigation, and preplanning. He showed a video of drone footage of an actual accident involving a tractor-trailer transporting hazardous materials.

In order to deploy a drone, there must be a pilot, an observer and someone to sit with the incident commander to manage the video portion.

Three incidents when SFD used a drone were: the Painted Rocks arson fire, a commercial structure fire on Trent and a fatal auto-pedestrian accident on Division.

During the accident on Division, the drone was used in place of detectives, who previously would go up on the ladder trucks and look into the ladder in order to gather photos of the incident. This practice had been done for years, yet can be very dangerous in areas where there are power lines and other dangers. The drone is able to get much closer pictures, as far down as 6 feet, to get pictures of such things as tire tracks or damage. In addition, repositioning for different camera angles is much more efficient because firefighters do not have to take detectives down, reposition the ladder truck, and then take the detective back up. Major Olsen stated the detail is good and there has been positive feedback from PD.

SFD has 10 pilots who are FAA licensed, dusk to dawn, with a waiver to fly in Spokane's air space and a waiver to fly at night. SFD is requesting a modification to the ordinance to allow Fire to use drones in specific situations, like the one on Division, for crime scene investigation.

Staff Requests

Municipal Court DUI Grant

The Spokane Municipal Court received a DUI grant and needs funding to send Court staff to Duluth, MN for a week of special training. This goes hand-in-hand with the DUI grant that the SPD initially received. CM Waldref asked how DUIs were previously handled, to which Mr. Delaney answered that DUIs are municipal cases that stay in municipal court, as opposed to being litigated in other courts due to staffing shortages. The grants received by Municipal Court and the SPD will address this. CM Fagan asked if future additional staff will be DRE trained, and was assured that new staff would be DRE certified to deal with alcohol abuse. CM Kinnear wondered who will handle the educational outreach portion for DUI court; Major Olsen answered that SPD will be responsible for this. Mr. Delaney expressed his support for the Affordable Care Act remaining in effect as a lot of treatment funding for alcohol abuse are allocated under ACA provisions. In the long term, Mr. Delaney hopes to hire an exclusive treatment evaluator for the Municipal Court so that treatment providers are not allowed to decide treatment options motivated by profit, without the Court's input. CM Kinnear asked how much funding a position like that would require, and Mr. Delaney estimated about \$60,000 - \$70,000 per year.

Action Items: N/A

Adjournment: The meeting was adjourned at 2:39 pm

Attachments/Briefing Papers:

PSC Minutes 7-17-17

Photo-Red

Sit and Lie

OPO Monthly Update

Integrated Response Effort Resolution of Intent

Proposition 1 Renewal Effort & Project Closure Review

ATS Speed Study

Amendment to Imprest Funds Ordinance

EBO Police Radio Supervisor

DUI Grant Contract EBO

Attachments are on file for review in the Office of the City Clerk.

Hearing Notices

NOTICE OF CITY COUNCIL PUBLIC HEARING CHANGE IN DATE

Notice is hereby given that the City Council for the City of Spokane will hold a public hearing Monday October 2, 2017 (*moved from Monday, September 18*), in the Council Briefing Center, Lower Level of City Hall, 808 West Spokane Falls Boulevard, during the City Council Legislative Session, starting at 6:00 p.m. This hearing may be continued to a later date. The purpose of the hearing is to receive public testimony related to an Ordinance on Parklets and Streeteries.

The City ran a pilot program for parklets last year and continued that program into this year, when up to three parklets could be approved for the warmer months of 2017. As a follow up to the pilot program, the City is considering a more permanent program that would allow parklets and streeteries to be installed each summer.

Documents related to this Ordinance are available for viewing on the City of Spokane Planning and Development Department's website at: <https://my.spokanecity.org/projects/parklets/>

Written and oral testimony at the hearing will be made part of the record. Any person may submit written comments and appear at the public hearing, or call to obtain additional information:

Planning & Development Department
Attn: Tami Palmquist
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333
Phone (509) 625-6300; tpalmquist@spokanecity.org

More information on the process: The City Council will be briefed on the Ordinance on Monday, September 11 at 3:30 p.m. There is no public testimony at the briefing. The 1st Reading of the Ordinance before City Council is scheduled for Monday, September 18, 2017. Generally no presentations are made at the 1st reading, and no public testimony is taken at the 1st reading. The 2nd reading and Public Hearing for the proposed amendments is scheduled for Monday, October 2, 2017. At this meeting there will be opportunity for public testimony. The public may also submit written comment to the City Council at citycouncil@spokanecity.org. The City Council reserves the right to continue this public hearing.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Publish: September 13, 20 & 27, 2017

NOTICE OF PUBLIC HEARING

The Spokane City Plan Commission will hold a public hearing October 11, 2017 at 4:00 p.m., in the City Council Chambers, Lower Level of City Hall, 808 West Spokane Falls Blvd., to receive public testimony on the proposed 2018 - 2023 Six Year Citywide Capital Improvement Program for the City of Spokane. These items have been reviewed under the threshold requirement of the State Environmental Policy Act (SEPA) and a determination of non-significance has been issued. Copies of the proposal are available from the Integrated Capital Management Department, 2nd Floor, City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington, weekdays from 8:00 a.m. to 5:00 p.m. Please contact Katherine Miller, in Capital Programs, at 625-6338 for further information.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Chambers and the Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., are both wheelchair accessible.

The Council Briefing Center is equipped with an audio loop system for persons with hearing loss. The Council Chambers currently has an infrared system and headsets may be checked out by contacting the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Chris Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-6383 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Publish: September 20 & 27, 2017

**NOTICE OF PUBLIC HEARING AND NOTICE OF SEPA DETERMINATION
PROPOSED AMENDMENT TO SPOKANE MUNICIPAL CODE
CHAPTER 17C.240 Signs**

Notice is hereby given that there will be a public hearing before the City of Spokane Plan Commission on **Wednesday, October 11, 2017 at 4:00 pm** in the City Council Chambers, Lower Level of City Hall at 808 West Spokane Falls Boulevard, Spokane, Washington, to receive public testimony on a proposal to amend chapter 17C.240 Signs of the Spokane Municipal Code. The Plan Commission reserves the right to continue this hearing to a later date. Any person may submit written comments on the proposed action or call for additional information at:

City of Spokane Planning and Development Services
Attn: Amy Mullerleile, Assistant Planner
808 West Spokane Falls Boulevard, 3rd Floor
Spokane, WA 99201-3333
Phone (509) 625-6300
amullerleile@spokanecity.org

Description of Proposal: An ordinance amending Section 17C.240 Signs of the Spokane Municipal Code. These amendments will update the code language to ensure sign code regulations are enforceable in a content neutral manner compliant with the U.S. Supreme Court's opinion in *Reed et al. v. Town of Gilbert, Arizona et al. (2015)*. Additionally these changes are intended improve the clarity and administration of the code, implement the goals and policies of the City's Comprehensive Plan, and balance the need for effective signage with the preservation of neighborhood character.

Additional information about this project can be found at <https://my.spokanecity.org/projects/sign-code-update/>.

SEPA: A Determination of Non Significance (DNS) was issued on September 26, 2017 under WAC 197-11-340(2); the lead agency will not act on this proposal for at least 14 days. Comments regarding this DNS must be submitted no later than 5:00 pm., October 10, 2017 if they are intended to alter the DNS.

Written Comments and Public Testimony: Written comments may be submitted on this application by 4pm, **October 11, 2016** and will be forwarded to the Plan Commission. Written comments should be sent to the Planning & Development Services address or email listed above. **At the Plan Commission Public Hearing, any person may testify on this application.**

Public Hearing Process: This Notice of Public Hearing and SEPA Determination will be posted at the main City Library and published in the newspaper. After the Plan Commission hearing, staff will obtain a public hearing date for City Council consideration. Written comments and oral testimony at the public hearing for this proposed action will be made part of the public record. **Only the applicant, persons submitting written comments and persons testifying at a hearing may appeal the decision of the Plan Commission and City Council.**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Publish: 20 & 27, 2017

General Notices

**Help make a difference
in your community.**



**You're invited to attend the next
Police Advisory Committee (PAC) Quarterly Public Meeting:**

**Thursday, September 21, 2017 at 5:30 pm
East Central Community Center - 500 S. Stone St.**

**Police Chief Craig Meidl and/or other members of the Spokane Police
Department will be present to deliver updates and to answer
community questions.**

PAC Serves as a Bridge from the Chief to the Community...

PAC is a collection of community group representatives who serve as an advisory group to the Office of the Chief of Police regarding community needs and concerns, as well as community responses to proposed police programs and priorities. PAC is looking for additional community group leaders to join this committee. If you are interested, please send a request for an application to anapolitano@spokanepolice.org or call (509) 625-4063.

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*.

VERIZON WIRELESS TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C35533

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, 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 for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, 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, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, 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 Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 180 Washington Valley Road, Bendminster, NJ 07921. 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:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Pacific Market General Counsel
15505 Sand Canyon Ave.
Irvine, CA 92618

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Lelah Vaga, phone: 425-603-8275; email: Lelah.Vaga@verizonwireless.com.

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, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) 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, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. 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 ("Effective Date"); 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 ten (10) 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 limited liability company 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. The Grantee will notify the City within five business days if Grantee's contact information changes.

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 ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its fiber cable installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, 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 poles and related guy wire supports are subject to separate review and approval by the Administering

officer, which approval shall not be unreasonably withheld, in addition to other Franchise requirements. If the proposed location of the Grantee's Facilities is already occupied by City utilities, Grantee will be required to submit new plans showing the new proposed location that the Grantee will be occupying. 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, adjustment or securing 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.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

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 reasonably 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 after receipt of written notice from the City or the Administering officer 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, location 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 City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. 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 applic-able. 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 including sewer and storm 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. 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 and applicable law.

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 as part of the Facilities, 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 and where the City's use will not interfere with Grantee's use of the pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer 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. Except to the extent arising from 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 relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees 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 one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. 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, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

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. Moreover, if any federal or state laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof that govern any aspect of the rights or obligations of the parties under this Franchise shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective laws and regulations, then the parties agree to promptly amend this Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

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. All City acts under this Franchise are 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 Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, 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' written 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' written 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. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. 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 Franchise, neither party hereto will be in default under this Franchise 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 Franchise (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 hereto 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 sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

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

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. C35533, effective _____, 2017.

I, _____, am the _____ of _____ Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of _____ Verizon Wireless.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2017.

Witness: _____

Passed by City Council September 21, 2017

Delivered to Mayor September 15, 2017

ORDINANCE NO C35540

An ordinance amending Ordinance No. C-35488, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35488, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Miscellaneous Grant 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Grants Fund, the following changes be made:

Revenue:	1360	Miscellaneous Grants Fund		
	91205-99999-33320			
\		DUI Candidate Court –Dept. of Justice	\$	<u>18,000</u>
Expense:	1360	Miscellaneous Grants Fund		
	91205	DUI Candidate Court		
	12500-54401	Airfare	\$	10,000
	12500-54407	Lodging	\$	7,500
	12500-54408	Per Diem	\$	500
			\$	<u>18,000</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 budget for the DUI Candidate Court Grant in the Miscellaneous Grants Fund, 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 September 21, 2017

Delivered to Mayor September 15, 2017

ORDINANCE NO C35541

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Development Services Center 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 Development Services Fund, and the budget annexed thereto with reference to the Development Services fund, the following changes be made:

FROM:	4700-30210	Development Services Fund		
	94000-59951	Administration/Overhead		
		Administration-Reserve		
		for Total Cost Compensation	\$	<u>11,925</u>
TO:	4700-41400	Development Services Fund		
	58610-06880	Building Plan Checking		
		Urban Forestry Specialist		
		(From 0 to .4 Position #688001)	\$	<u>5,216</u>
	4700-41400-58610-52110	FICA	\$	<u>400</u>
	4700-41400-58610-52210	Retirement	\$	<u>431</u>
	4700-41400-58610-52310	Medical	\$	<u>4,825</u>

4700-41400-58610-52320	Dental	\$	460
4700-41400-58610-52330	Life Insurance	\$	75
4700-41400-58610-52400	Industrial Insurance	\$	38
4700-41400-58610-51640	Deferred Compensation	\$	480

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 create an additional Urban Forestry Specialist, 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 September 21, 2017
Delivered to Mayor September 15, 2017

ORDINANCE NO C35543

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, 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 Accounting Services Fund and the budget annexed thereto with reference to the Accounting Services Fund, the following changes be made:

FROM:	5600-99999	Accounting Services	
	99999-34821	Interfund Financial Services	\$ 20,300
TO:	5600-76500	Accounting Services	
	14230-01740	Buyer 1	15,000
		(from 2 to 3 positions)	
	14230-52110	Social Security	1,100
	14230-52210	Retirement	1,200
	14230-52310	Medical	3,000
			\$ 20,300

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 create an additional Buyer 1 position to support Fleet Department operations, 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 September 21, 2017
Delivered to Mayor September 15, 2017

ORDINANCE NO C35544

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Fleet 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 Fleet Fund, the following changes be made:

FROM:	5100-71700	Fleet Services – Spokane Central Service	
	48348-54850	Center Repairs/Maintenance Supplies	<u>\$ 45,255</u>
TO:	5100-71700	Fleet Services	
	48348-06360	Heavy Equipment Mechanic (2 new positions)	19,498
	5100-71700	Fleet Services	8,405
	48348-06260	Equipment Servicer (1 new position)	
	5100-71700	FICA	2,135
	48348-52110		
	5100-71700	Retirement	2,162
	48348-52210		
	5100-71700	Medical Insurance	10,710
	48348-52310		
	5100-71700	Dental Insurance	945
	48348-52320		
	5100-71700	Life Insurance	166
	48348-52330		
	5100-71700	Industrial Insurance	154
	48348-52400		
	5100-71700	Deferred Compensation	1,080
	48348-51640		
			<u>\$ 45,255</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 create additional Fleet positions, 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 September 21, 2017

Delivered to Mayor September 15, 2017

ORDINANCE NO C35545

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing for immediate effectiveness", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant 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 Public Safety and Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

FROM:	1620-91133	Public Safety & Judicial Grant	
	21700-33320	Department of Transportation	<u>\$ 24,626.00</u>

TO:	1620-91133	Public Safety & Judicial Grant	
	21700-09010	Police Officer (from 0 to 1 position)	17,753.00
	21700-51295	Education	355
	21700-51640	Deferred Comp	724
	21700-52110	FICA	257
	21700-52230	Retirement	928
	21700-52310	Medical	4,135
	21700-52320	Dental Insurance	375
	21700-52300	Basic Life	7
	21700-52400	Industrial Insurance	92
			<u>\$ 24,626.00</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 budget for a grant award from the Department of Transportation, effective October 1, 2017, the need for which could not reasonably have been anticipated at the time of adoption of the 2017 budget, 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 September 21, 2017
Delivered to Mayor September 15, 2017

Job Opportunities

We are an equal opportunity employer and value diversity within our organization. We do not discriminate on the basis of race, religion, color, national origin, gender identity, sexual orientation, age, marital status, familial status, genetic information, veteran/military status, or disability status.

INFORMATION SYSTEMS ANALYST I SPN 164 PROMOTIONAL

DATE OPEN: Monday, September 18, 2017 **DATE CLOSED:** Sunday, October 1, 2017 at 11:59 p.m.
SALARY: \$55,582.56 annual salary, payable bi-weekly, to a maximum of \$68,152.32

DESCRIPTION:

Under general supervision, performs professional information technology work pertaining to the development, design, programming, testing, implementation, modification and maintenance of computer programs and applications across multiple platforms and technologies; provides professional support and administration for assigned programs and applications; troubleshoots, researches and resolves application problems; and provides professional technical support for users, including help documentation and instructions. [Click here for full job description.](#)

DUTIES:

- Designs, writes, tests, and maintains applications software using a variety of operating systems and modern programming languages in order to improve City business systems; designs and creates programming work plans; tests programs; analyzes, troubleshoots and resolves performance, integrity, security, access and other issues/problems.
- Customizes and modifies existing software applications; analyzes and corrects operational problems to ensure the smooth operation of specific applications systems.
- Interviews users to analyze client needs; gathers user information in order to define business requirements; creates and presents alternatives and solutions using diagrams and documentation.
- Examines manual and/or older systems to identify functionality issues; establishes integration points between software applications.
- Selects and integrates software packages into existing City applications using current technology to improve the business model; creates and demonstrates application prototypes for discussion with users; solicits and documents feedback; makes design corrections; ensures proper interfaces with other systems, including electronic interfaces where applicable.
- Programs and designs the City's Internet/Intranet websites; responds to Webmaster contacts and mail; trains departmental clients to do web postings and content updates.

- Provides applications-related training to end-users, employing a variety of software and methodologies to create instructional presentations; organizes and coordinates meetings to inform and instruct groups and/or individuals regarding custom software.
- Plans, implements and monitors software-based database security.
- Provides professional technical support for users regarding applications issues; resolves technical problems; communicates with department managers and staff regarding issues.
- Develops recommendations for selection, acquisition, deployment and upgrading of applications and programming tools as assigned.
- Participates on less complex applications development, enhancement and integration projects; develops software configurations and specifications; communicates with vendors and contractors to research products and services; performs cost/benefit analyses; participates in project budget development.
- Identifies opportunities to develop and enhance operational efficiencies and recommends new hardware, software, tools, equipment and methodologies to expedite and/or enhance existing processes.
- Communicates assigned information technology activities with other departments and divisions as needed.
- Develops and maintains software documentation and user instructions.
- Attends and participates in meetings; serves on committees and task forces; continuously communicates with supervisor regarding the status of assignments and projects.
- May perform systems and network analysis as an ancillary duty.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

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

Two years of experience in the classification of Information Systems Specialist II (SPN 135), formerly Desktop Computer Specialist (SPN 142).

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. – if applicable.

EXAMINATION DETAILS:

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

- Written Test - 80%
- 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, October 10, 2017 at 9:00 a.m. and 1:00 p.m. The approximate duration of the test is 2 hours.

Self-schedule written test date and time: 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:

- SQL Server Programming
- Other Programming Languages (VBA, Java, C#)
- Data Processing / Data Structures
- Design Patterns
- Logic & Reasoning

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.

Qualified applicants are encouraged to apply immediately.

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
- Fax: (509) 625-6077

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 14th day of September 2017.

CRAIG HULT
Chair

GITA GEORGE-HATCHER
Chief Examiner

**INFORMATION SYSTEMS ANALYST I SPN 164
OPEN ENTRY**

DATE OPEN: Monday, September 18, 2017 **DATE CLOSED:** Sunday, October 1, 2017 at 11:59 p.m.
SALARY: \$55,582.56 annual salary, payable bi-weekly, to a maximum of \$68,152.32

DESCRIPTION:

Under general supervision, performs professional information technology work pertaining to the development, design, programming, testing, implementation, modification and maintenance of computer programs and applications across multiple platforms and technologies; provides professional support and administration for assigned programs and applications; troubleshoots, researches and resolves application problems; and provides professional technical support for users, including help documentation and instructions

DUTIES:

- Designs, writes, tests, and maintains applications software using a variety of operating systems and modern programming languages in order to improve City business systems; designs and creates programming work plans; tests programs; analyzes, troubleshoots and resolves performance, integrity, security, access and other issues/problems.
- Customizes and modifies existing software applications; analyzes and corrects operational problems to ensure the smooth operation of specific applications systems.
- Interviews users to analyze client needs; gathers user information in order to define business requirements; creates and presents alternatives and solutions using diagrams and documentation.
- Examines manual and/or older systems to identify functionality issues; establishes integration points between software applications.
- Selects and integrates software packages into existing City applications using current technology to improve the business model; creates and demonstrates application prototypes for discussion with users; solicits and documents feedback; makes design corrections; ensures proper interfaces with other systems, including electronic interfaces where applicable.
- Programs and designs the City's Internet/Intranet websites; responds to Webmaster contacts and mail; trains departmental clients to do web postings and content updates.
- Provides applications-related training to end-users, employing a variety of software and methodologies to create instructional presentations; organizes and coordinates meetings to inform and instruct groups and/or individuals regarding custom software.
- Plans, implements and monitors software-based database security.
- Provides professional technical support for users regarding applications issues; resolves technical problems; communicates with department managers and staff regarding issues.
- Develops recommendations for selection, acquisition, deployment and upgrading of applications and programming tools as assigned.
- Participates on less complex applications development, enhancement and integration projects; develops software configurations and specifications; communicates with vendors and contractors to research products and services; performs cost/benefit analyses; participates in project budget development.
- Identifies opportunities to develop and enhance operational efficiencies and recommends new hardware, software, tools, equipment and methodologies to expedite and/or enhance existing processes.
- Communicates assigned information technology activities with other departments and divisions as needed.
- Develops and maintains software documentation and user instructions.
- Attends and participates in meetings; serves on committees and task forces; continuously communicates with supervisor regarding the status of assignments and projects.
- May perform systems and network analysis as an ancillary duty.
- Performs other related duties as assigned.

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

Education and Experience: A Bachelor's degree from an accredited four-year college or university with major coursework in computer science, information systems, or a related field. An equivalent combination of education, training and experience may also be qualifying.

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. – if applicable.
- 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 this position to be eligible for hire. The examination will consist of a written test, weighted at 100%.

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, October 10, 2017 at 9:00 a.m. and 1:00 p.m. The approximate duration of the test is 2 hours.

Self-schedule written test date and time: 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:

- SQL Server Programming
- Other Programming Languages (VBA, Java, C#)
- Data Processing / Data Structures
- Design Patterns
- Logic & Reasoning

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
- Fax: (509) 625-6077

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 14th day of September 2017.

CRAIG HULT
Chair

GITA GEORGE-HATCHER
Chief Examiner

**INFORMATION SYSTEMS ANALYST II SPN 165
PROMOTIONAL**

DATE OPEN: Monday, September 18, 2017 **DATE CLOSED:** Sunday, October 1, 2017 at 11:59 p.m.
SALARY: \$62,640.00 annual salary, payable bi-weekly, to a maximum of \$77,047.20

DESCRIPTION:

Under general supervision, performs professional information technology work pertaining to the development, design, programming, testing, implementation, modification and maintenance of computer programs and applications across multiple platforms and technologies; provides professional support and administration for assigned programs and applications; troubleshoots, researches and resolves application problems; and provides professional technical support for users, including help documentation and instructions.

DUTIES:

- Designs, writes, tests, and maintains complex applications software using a variety of operating systems and modern programming languages in order to improve City business systems; designs and creates programming work plans; tests programs; analyzes, troubleshoots and resolves performance, integrity, security, access and other issues/problems.
- Customizes and modifies existing software applications; analyzes and corrects operational problems to ensure the smooth operation of specific applications systems.
- Interviews users to analyze client needs; gathers user information in order to define business requirements; creates and presents alternatives and solutions using diagrams and documentation.
- Examines manual and/or older systems to identify functionality issues; establishes integration points between software applications.
- •Selects and integrates software packages into existing City applications using current technology to improve the business model; creates and demonstrates application prototypes for discussion with users; solicits and documents feedback; makes design corrections; ensures proper interfaces with other systems, including electronic interfaces where applicable.
- Programs and designs the City's Internet/Intranet websites; responds to Webmaster contacts and mail; trains departmental clients to do web postings and content updates.
- Provides applications-related training to end-users, employing a variety of software and methodologies to create instructional presentations; organizes and coordinates meetings to inform and instruct groups and/or individuals regarding custom software.
- Plans, implements and monitors software-based database security.
- Provides professional technical support for users regarding complex applications issues; resolves difficult technical problems; communicates with department managers and staff regarding issues.
- Develops recommendations for selection, acquisition, deployment and upgrading of applications and programming tools as assigned.
- Participates on complex applications development, enhancement and integration projects; may serve as project leader on less complex projects; reviews and recommends project technical criteria; develops software configurations and specifications; communicates with vendors and contractors to research products and services; performs cost/benefit analyses; participates in project budget development.
- Identifies opportunities to develop and enhance operational efficiencies and recommends new hardware, software, tools, equipment and methodologies to expedite and/or enhance existing processes.
- Communicates assigned information technology activities with other departments and divisions as needed.
- Develops and maintains software documentation and user instructions.
- Attends and participates in meetings; serves on committees and task forces; continuously communicates with supervisor regarding the status of assignments and projects.
- May perform systems and network analysis as an ancillary duty.
- Performs other related duties as assigned.

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

Two years of experience in the classification of Information Systems Analyst I (SPN 164) or Business Systems Analyst I (SPN 160) and fully meets minimum education/experience qualifications.

Education and Experience: A Bachelor's degree from an accredited four-year college or university with major coursework in computer science, information systems, or a related field; AND two years of professional information technology experience that emphasized the development, enhancement and maintenance of programs, applications and related systems. An equivalent combination of education, training and experience may also be qualifying.

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. – if applicable.

EXAMINATION DETAILS:

Applicants must meet the minimum qualifications and pass the examination for this position to be eligible for hire. The examination will consist of a Supplemental Questionnaire and Promotional Evaluation, with weights assigned as follows:

- Supplemental Questionnaire 80%
- 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.

SUPPLEMENTAL QUESTIONNAIRE DETAILS

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.

TIP: It is more efficient to develop your responses in a word processing document and then paste them into the online questionnaire to be submitted. The questions are located online in the tab marked "Supplemental Questions" on the job announcement.

- The Supplemental Questionnaire is the Civil Service examination for this position and must be completed online at the time of application.
- Responses should be consistent with the information on your application and are subject to verification. "See Resume" or "See Application" are not qualifying responses and will not be considered.
- Changes or corrections to your responses cannot be made once your application has been submitted. Duplicate applications will be disqualified.
- Failure to complete all of the questions or incomplete responses will result in a lower score; therefore, it is advantageous for you to provide a full and complete response to each supplemental question.

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.
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TO APPLY:

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- 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
- Fax: (509) 625-6077

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 14th day of September 2017.

CRAIG HULT
Chair

GITA GEORGE-HATCHER
Chief Examiner

Notice for Bids

Supplies, Equipment, Maintenance, etc.

TRUCK BODIES AND ACCESSORIES Fleet Services Department

BID #4401-17

Sealed bids will be opened at 1:15 p.m., **MONDAY, OCTOBER 2, 2017** in the City Council Chambers, LL City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **TRUCK BODIES AND ACCESSORIES** for the City of Spokane Fleet Services 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 two (2) copies, one (1) Original Paper copy 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:

TRUCK BODIES AND ACCESORIES, BID #4401-17, DUE 10/2/17".

Thea Prince
Purchasing Department

Publish: September 20 & 27, 2017
