



# Official Gazette

## City of Spokane, Washington

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

Volume 109

**MARCH 6, 2019**

Issue 10



### MAYOR AND CITY COUNCIL

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBERS:

BREEAN BEGGS (DISTRICT 2)

KATE BURKE (DISTRICT 1)

MIKE FAGAN (DISTRICT 1)

LORI KINNEAR (DISTRICT 2)

CANDACE MUMM (DISTRICT 3)

KAREN STRATTON (DISTRICT 3)

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# Minutes

**MINUTES OF SPOKANE CITY COUNCIL****Monday, February 25, 2019****BRIEFING SESSION**

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

**Roll Call**

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, City Council Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

**Advance Agenda Review**

The City Council received an overview from staff on the March 4 2019, Advance Agenda items.

**Action to Approve March 4, 2019, Advance Agenda**

Following staff reports and Council inquiry and discussion regarding the March 4, 2019, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, March 4, 2019; **carried unanimously.**

**ADMINISTRATIVE SESSION****Current Agenda Review**

The City Council received an overview from staff on the February 25, 2019, Advance Agenda items.

Suspension of Council Rules and Addition of Items to Current Consent and Legislative Agendas

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

**Motion** by Council Member Fagan, seconded by Council Member Kinnear, **to add** OPR 2019-0074—Purchase from Hughes Fire Equipment for two Pierce PUC Pumper Trucks for the Fire Department—(to today's February 25 Current Consent Agenda); **carried unanimously.**

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to add** Resolution 2019-0015—approving sole source resolution and authorize contract with Huges Fire Equipment to refurbish Ladder 4—under "Resolutions and Final Reading Ordinances (on tonight's February 25 Legislative Agenda); **carried unanimously.**

Final Reading Ordinance C35697 (deferred from February 11, 2019, Current Agenda)

**Motion** by Council Member Burke, seconded by Council Member Mumm, **to defer** for three weeks (to March 18, 2019) Final Reading Ordinance C35697 (reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code)—**carried unanimously.**

Resolution 2019-0016

**Motion** by Council Member Burke, seconded by Council Member Mumm, **to suspend** the Council Rules; **carried unanimously.**

**Motion** by Council Member Mumm, seconded by Council Member Burke, **to add** a resolution amending the City's 2019 state legislative agenda (assigned Resolution 2019-0016) to tonight's (February 25) Legislative Agenda; **carried unanimously.**

**Action to Approve February 25, 2019, Current Agenda**

Following staff reports and Council inquiry and discussion regarding the February 25, 2019, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Current Agenda for Monday, February 25, 2019 (as amended); **carried unanimously.**

**CONSENT AGENDA**

**Motion by Council Member Fagan, seconded by Council Member Mumm, the City Council unanimously approved Staff Recommendations for the following:**

Value Blanket with Consolidated Supply (Spokane, WA) for Coiled Pit Setter Meter Boxes—\$255,000 (incl. tax). (OPR 2019-0100 / BID 4505-19)

Loan Agreement & other documents with Dmytro & Marina Sirenkyi and Konstantin & Tatyana Vasilenko (Spokane, WA) for construction of a duplex at 114 W. Cora Ave.—\$175,000 HOME funds (North Hill Neighborhood.) (OPR 2019-0101)

Multiple Family Housing Property Tax Exemption Agreements for four new multi-family housing units with:

- a. Mitch Swenson for four new multi-family housing units located at 324 W. 5<sup>th</sup> Ave., Parcel Number 35191.3808. (OPR 2019-0102)
- b. J. Auld Apts, L.L.C. for four new multi-family housing units located at 2830 E. Francis Ave., Parcel Number 36331.0150. (OPR 2019-0103)

Extension #4 of 4 with Safway Services, L.L.C. (Spokane, WA) for removal and replacement of insulation and cladding at the Waste to Energy Facility from February 1, 2019, to January 31, 2020—additional \$150,000 (incl. tax). (OPR 2015-0091)

Contract Extension with Nalco Company (Spokane, WA) for chemical management and water treatment at the Waste to Energy Facility from April 1, 2019, to March 31, 2020—\$36,000 (incl. tax). (OPR 2017-0256 / RFP 4302-17)

Contract Extension with Sulzer Pump Services (Spokane, WA) for preventative maintenance and repairs as-needed to the pumps for the Waste to Energy Facility from March 15, 2019, to March 14, 2020—\$100,000 (incl. tax). (OPR 2015-0814 / WTE-32)

Amended Spokane River Centennial Trail Interagency Cooperative Agreement defining the roles and responsibilities for management of the Centennial Trail, with primary changes in the proposed amended agreement involving the addition of the City of Liberty Lake as a participating agency. (OPR 2014-0593)

Value Blanket Order with Camtek for security cameras and video management software for a 3 year term with 2 annual renewals—\$295,000. (OPR 2019-0073)

Extension #1 of 2 for Quick Copy Work from April 1, 2019, to March 31, 2020 with:

- a. Plese Printing (Spokane, WA)—\$10,000 (incl. tax). (OPR 2016-0329)
- b. Abadan Reprographics (Spokane, WA)—\$80,000 (incl. tax). (OPR 2016-0337)
- c. Garland Printing Company (Spokane, WA)—\$10,000. (OPR 2016-0336)

Extension #1 of 2 for Print and Graphic Work from April 1, 2019, to March 31, 2020 with:

- a. Copy-Rite Inc. (Spokane, WA)—\$10,000 (incl. tax). (OPR 2016-0335)
- b. Allied Envelope Company (Spokane, WA)—\$100,000 (incl. tax). (OPR 2016-0334)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through February 15, 2019, total \$19,343,337.30 (Check Nos. 557607-557809 and 557813-558070; ACH Payment Nos. 60022-60257 and 60259-60569), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$17,827,698.27. (CPR 2019-002)
- b. Payroll claims of previously approved obligations through February 9, 2019: \$7,116,524.79 (Payroll Check Nos. 552066-552190). (CPR 2019-0003)

City Council Meeting Minutes: February 4, February 7, February 11, and February 14, 2019. (CPR 2019-0013)

Purchase from Hughes Fire Equipment (Houston/Galveston, TX) for two Pierce PUC Pumper Trucks for the Fire Department—\$1,458,883.26 (incl. tax). (OPR 2019-0074)

### **Council Recess/Executive Session**

The City Council adjourned at 4:19 p.m. The City Council immediately reconvened into an Executive Session to discuss the qualifications of an applicant for public appointment for ten minutes. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

## **LEGISLATIVE SESSION**

### **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Stuckart.

### **Roll Call**

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

City Clerk Terri Pfister and City Council Policy Advisor Brian McClatchey were present.

### **Poetry at the Podium**

Christiana Hennings presented her poem called "The Politician Declares War."

## **COUNCIL SALUTATION**

### **Saluting Jack Geraghty – 85<sup>th</sup> Birthday**

Council President Stuckart read a Council Salutation saluting Jack Geraghty on his 85<sup>th</sup> birthday. Jack Geraghty is a journalist, military veteran, former Spokane County commissioner, and the 39<sup>th</sup> mayor of the City of Spokane. He is a strong supporter of the University of Washington Huskies where he served as student body president. Jack Geraghty is a graduate of Spokane's North Central High School where he received the North Central High School distinguished alumni award in 1997. He and his wife Kerry Lynch used their proud Irish heritage to develop a strong bond between Spokane and Ireland by cofounding the Spokane Limerick Sister City Society. He was elected to the Spokane County Commission in 1964 at the age of 29, the youngest Spokane County commissioner ever elected at the time. Jack Geraghty worked as the director of public relations and vice president of exhibitor and guest relations for Expo '74. As mayor of Spokane, Jack Geraghty was instrumental in the resurgence of downtown and the establishment of the neighborhood council program. The City Council salutes Jack Geraghty for all of his civic achievements.

## **APPOINTMENTS**

The City Council took the following actions:

**Upon Unanimous Voice Vote (in the affirmative)**, the City Council **approved** (and thereby confirmed) the following appointments and reappointments:

### Historic Landmarks Commission (CPR 1981-0122)

- Appointment of Austin Dickey (architect) for a term of January 1, 2019, to December 31, 2021.
- Appointment of Ray Rast (historian) for a term of January 1, 2019, to December 31, 2021.

### Spokane Library Board of Trustees (CPR 1981-0400)

- Reappointment of Mary Starkey for a term from April 1, 2019 to March 21, 2024.

Community Housing and Human Services Board (CPR 2012-0033)

- Reappointment of Anne Stuyvesant-Whigham for a term of April 19, 2019, to April 18, 2022.
- Appointment of Melody Dunn as the Community Assembly Liaison from March 1, 2019, to February 28, 2022.

**Motion** by Council Member Beggs, seconded by Council Member Fagan, **to approve** (and thereby confirm) the following re-appointment and appointments to the Design Review Board; carried unanimously:

Design Review Board (CPR 1993-0069)

- Re-appointment of Ted Teske from January 1, 2019 to December 31, 2021.
- Appointment of Chuck Horgan as the Arts Commission Liaison from January 1, 2019 to December 31, 2020.
- Appointment of Grant Keller as the Real Estate Developer from January 1, 2019 to December 31, 2021.

**CITY ADMINISTRATION REPORT****Avista Smart Meters**

The City Council received a report from Avista representatives Steve Trabun, Regional Business Manager, and Vern Malensky, Smart Meter Project Manager, on Avista's smart meter installation project. Avista is embarking on deployment of smart meters for 250,000 customers starting in March of 2019 and going through the majority of 2020.

**COUNCIL COMMITTEE REPORTS****Public, Infrastructure, Environment, & Sustainability (PIES) Committee**

Council Member Beggs reported on the PIES Committee meeting held earlier today (February 25, 2019). Minutes of the PIES Committee meetings are filed with the City Clerk's Office and are available for review following approval by the PIES Committee.

**OPEN FORUM**

**Lerria Schuh** with the Smith-Barbieri Progressive Fund commented that the Fund works to reduce poverty by supporting the fragilely housed to become stable and self-sustaining. She asked the City to immediately declare a housing and health care emergency knowing that for many of Spokane's most vulnerable residents these two are both seriously lacking and go hand and hand. She also provided other remarks on homelessness and asked for an end to the sit and lie ordinance.

**LEGISLATIVE AGENDA**

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

**RESOLUTIONS****Resolution 2019-0010**

The City Council considered Resolution 2019-0010. Subsequent to an overview of the resolution by Interim Planning Director Heather Trautman and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0010** approving the Plan Commission's 2019-2020 Work Program.

**For Council action on Resolution 2019-0011, see section of minutes under "Hearings."**

**Resolution 2019-0012**

The City Council considered Resolution 2019-0012. Subsequent to an overview and commentary by Council Member Burke and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0012** regarding approval of traffic calming projects from cycle 8 (2018) applications to be paid through the Traffic Calming Measures Fund.

**Resolution 2019-0013**

The City Council considered Resolution 2019-0013. Council Member Mumm provided an overview and commentary on the resolution. Public testimony was received from one individual and additional Council commentary held. The following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0013** a resolution regarding the approval of school safety projects from 2018 applications to be paid through the School Radar Fund.

**Resolution 2019-0014**

The City Council considered Resolution 2019-0014. Council Member Beggs provided an overview and commentary on the resolution. Public testimony was received from one individual and additional Council commentary held. The following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0014** expressing the City Council's support for the full implementation of the 2016 Civil Justice Reinvestment Plan.

**Resolution 2019-0015**

The City Council considered Resolution 2019-0015. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0015** approving sole source resolution and authorize contract with Hughes Fire Equipment to refurbish Ladder 4.

**Resolution 2019-0016**

The City Council considered Resolution 2019-0016. The City Clerk provided a full reading of Resolution 2019-0016 and Policy Advisor Brian McClatchey, at the request of Council President Stuckart, provided an overview of the resolution. There was an opportunity for public testimony, with no individuals requesting to speak. Following Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Fagan voting "no")**, the City Council **adopted Resolution 2019-0016** amending the City's 2019 state legislative agenda.

**FINAL READING ORDINANCES****Final Reading Ordinance C35734 (First reading held January 14, 2019)**

The City Council considered Final Reading Ordinance C35734. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C35734** granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to ExteNet Systems Inc., subject to certain conditions and duties as further provided (in the ordinance).

**For Council action on Final Reading Ordinance C35697, see section of minutes under 3:30 p.m. Administrative Session**

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

**HEARINGS****Hearing on Resolution 2019-0011 Regarding the Annual Comprehensive Plan Amendment Work Program for 2019**

The City Council held a hearing on Resolution 2019-0011. Assistant City Planner Nathan Gwinn provided an overview of Resolution 2019-0011. Public testimony was then received. Council President Stuckart remarked on the Ad Hoc Committee's recommendations on the Annual Comprehensive Plan Amendment Work Program for 2019 and Council commentary was held. Subsequently, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2019-0011** regarding the Annual Comprehensive Plan Amendment Work Program for 2019. The City Council adopts this work

program each year, formalizing the non-City-initiated proposals to review and including any City-initiated proposals to review.

[Clerical Note: Following the City Council meeting, Resolution 2019-0011 was edited to reflect the City Council's final decision to follow the Ad Hoc Committee's recommendations (as reflected in the recitals to the resolution and in Council commentary).]

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

## ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:07 p.m.

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### STUDY SESSION MEETING MINUTES SPOKANE CITY COUNCIL Thursday, February 28, 2019

A regularly scheduled study session meeting of the Spokane City Council was held on the above date at 3:35 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart, Council Members Burke, Fagan, Mumm, and Stratton were present. Council Members Beggs and Kinnear were absent.

The following topic was discussed:

- 2019 Capital Budget – Streets.

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

The meeting adjourned at 4:30 p.m.

# Ordinances

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

## EXTENET SYSTEMS INC TELECOMMUNICATIONS (NONCABLE) FRANCHISE ORD C35734

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

### THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional



## Section 1. Definitions

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

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

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

"Facilities" means the equipment, fixtures and appurtenances necessary 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 ExteNet Systems Inc., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 3030 Warrenville Road, Suite 340, Lisle Illinois 60532. 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:

ExteNet Systems Inc.  
Attn: CFO  
Re: City of Spokane WA Telecommunications (noncable) Franchise  
3030 Warrenville Road, Suite 340  
Lisle, Illinois, 60532

### With a copy to:

ExteNet Systems Inc.  
Attn: General Counsel  
Re: City of Spokane WA Telecommunications (noncable) Franchise  
3030 Warrenville Road, Suite 340  
Lisle Illinois 60532

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: the above address. 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 (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for one (1) additional five (5) year period. (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. 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. If required by applicable laws, Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with

local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

#### Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable 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 telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now 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 (5) 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 City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

#### 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. Not more than once annually, 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 the 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 applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

#### Section 9. Limited Access, No Obstruction, Accommodation

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

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, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

#### Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way 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.

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 outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane 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. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance 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. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

#### Section 14. Taxes, fees

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

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

#### Section 15. Franchise Administration

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

#### Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this 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. Use of Grantee's Facilities by third parties or attachment of third party owned Facilities shall not be a sublease under this Agreement. Parties acknowledge that this is the core business model of Grantee.

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.

**Passed by City Council February 25, 2019**

**Delivered to Mayor March 4, 2019**

# 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.**

**COMMUNITY COURT COORDINATOR SPN 958**  
**OPEN ENTRY**

**DATE OPEN:** Monday, March 4, 2019

**DATE CLOSED:** Sunday, March 17, 2019 at 11:59 p.m.

**SALARY:** \$70,824.96 annual salary, payable bi-weekly, to a maximum of \$94,899.60

**DESCRIPTION:**

This position performs responsible professional work in the management of the Community Court program administered by Spokane Municipal Court; in collaboration with various internal resources and outside agencies, ensures that the court and social service functions of the program are effectively coordinated.

**DUTIES:**

- Develops and implements a detailed plan of operation and expansion for the Community Court program, including the geographic area/target population to be served by the Court, provision of services, case management, follow up services and technology needs.
- Designs and implements new initiatives to support the program's effectiveness and prioritizing content in response to community identified needs.
- Coordinates with stakeholders involved in the Community Court project regarding budgetary needs, commitment of resources, operating practices and other matters necessary to ensure the smooth and effective operation of the program.
- Participates in downtown community activities and other relevant stakeholder/committee meetings as a representative for Community Court.
- Generates publicity for the program and oversees the creation of educational materials including flyers, brochures, news releases, newsletters and other advertising to enhance public relations efforts.
- Performs community outreach and makes presentations to the public, elected officials, advisory board and other stakeholders regarding the goals and accomplishments of the program.
- Collaborates with probation officers, the courts, and local resources to adjust court recommendations to ensure participant accountability and service referrals to achieve optimal use of available community resources.
- Schedules and participates in regular team meetings for the periodic review and improvements of court operations.
- Assists the Municipal Court Administrator in developing the Community Court budget and monitoring expenditures.
- Researches and pursues additional funding opportunities from federal, state, local and private entities to secure and sustain program services beyond applicable grant periods; gathers data and prepares documents to grant reporting requirements.
- Oversees new member recruitment and expansion of the program; responsible for training and monitoring volunteers, temporary/seasonal staff, and college interns.
- Maintains contracts and negotiates contract awards, subject to supervisor review and approval; manages associated program documents and files.
- Performs other related duties as assigned.

**MINIMUM QUALIFICATIONS:****Open Entry Requirements:**

(Open-entry applicants must meet all requirements at the time of application.)

- Education: A Master's degree in sociology, social work, human services, or psychology from an accredited four-year college or university
- Experience: Two years of social services experience that emphasized development of social services programs and working with low-income populations.
- Substitution: An equivalent combination of relevant education and experience may also be qualifying.
- License: A valid driver's license or evidence of equivalent mobility is required.

**NOTE:** Selection of a Senior Administrative Assistant, Rule V, Section 5, Rules of the Civil Service Commission, applies. "All candidates who attain a passing score on the examination shall be certified for the vacancy in the order of their final rating and without regard to promotion preference."

**EXAMINATION DETAILS:**

You are required to meet the posted minimum qualifications and pass the examination for this position to be eligible for hire.

The exam consists of a Training and Experience Evaluation (T&E), which must be completed and submitted online at the time of application. All applicants must submit a City of Spokane employment application online by 11:59 p.m. on the closing date.

**T&E DETAILS:**

The T&E is a job-related supplemental questionnaire, which is completed online as part of your application. You may preview the full list of questions and instructions by clicking on "QUESTIONS" near the top of the online job announcement.

- Responses should be consistent with the information given in your application details.
- Any work positions described in your answers must also be listed in your work experience section on the basic application. You can edit the full application before you proceed to certify and submit.



- A separate answer to each question is required. Answers such as "See Resume" or "See Application" are not qualifying responses and will not be scored. Any unrequested attachments such as resumes will not be evaluated or scored as part of the examination process.
- Changes or corrections to your responses cannot be made once your application packet has been submitted. If duplicate applications are submitted during the recruitment, the latest submission will be the one that is scored.

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

TO APPLY:

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

- Email: [civilservice@spokanecity.org](mailto:civilservice@spokanecity.org) with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4<sup>th</sup> 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 27th day of February 2019.

MARK LINDSEY  
Chair

AMBER RICHARDS  
Chief Examiner

# Notice for Bids

## Supplies, Equipment, Maintenance, etc.

**CASE MANAGEMENT AND CLIENT CARE TOOL**  
Community, Housing and Human Services Department  
**RFI #4509-19**

Sealed Responses will be acknowledged at the 1:15 p.m. public bid opening on **MONDAY, MARCH 25, 2019**, in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for **CASE MANAGEMENT AND CLIENT CARE TOOL** for the Community, Housing and Human Services Department.

The Request for Information document is available for download on the City of Spokane Purchasing Webpage: <https://my.spokanecity.org/administrative/purchasing/current-projects/>

It is the responsibility of Responders to check the Purchasing Webpage above for Addenda or other additional information that may be posted regarding this Request for Information.

Responses should be submitted to City of Spokane Purchasing **no later than 1:00 p.m. on Monday, March 25, 2019**. Responses must be sent sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Responses delivered late.

**Submit one (1) paper original, three (3) paper copies and one (1) reproducible electronic copy (CD or thumb drive) of the Response to:**

**DELIVERY BY MAIL:**

City of Spokane – Purchasing  
4th Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

**HAND DELIVERY:**

City of Spokane – "My Spokane" Service Desk  
1st Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

The right is reserved to reject any and all Responses and to waive any informalities.

All response packages are to be clearly marked with:

**"RFI #4509-19, CASE MANAGEMENT AND CLIENT CARE TOOL, DUE: 3/25/2019"**

Connie Wahl, C.P.M., CPPB  
Purchasing Department

Publish: March 6 & 13, 2019

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**SPOKANE PUBLIC LIBRARY BOND PROJECTS PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES  
SPOKANE PUBLIC LIBRARY**

**RFQ #201902-01**

Sealed Proposals will be acknowledged at the 1:15 p.m. public bid opening on March 18, 2019 at the Spokane Public Library-Downtown Library, 906 West Main Avenue, Spokane, Washington 99201, for LIBRARY BOND PROJECTS PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES for the Spokane Public Library.

The Request for Qualifications document is available at the following web page:

[www.spokanelibraryplanroom.com](http://www.spokanelibraryplanroom.com)

Questions must be directed to Caris O'Malley, Spokane Public Library, P 509-444-5310, [comalley@spokanelibrary.org](mailto:comalley@spokanelibrary.org).

Proposal documents must be submitted to Spokane Public Library no later than 1:00 p.m. on the opening date.

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

Spokane Public Library  
Attn: Caris O'Malley  
906 West Main Avenue  
Spokane, Washington 99201

Spokane Public Library reserves the right to reject any and all Proposals.

All response packages are to be submitted in a sealed envelope clearly marked with:

"RFQ – Library Bond Projects Program & Construction Management Services"

Penny Brown  
Spokane Public Library

Publish: February 27 & March 6, 2019

# Notice for Bids

## Paving, Sidewalks, Sewer, etc.

**Sprague Avenue Rebuild 2A**  
Engineering Services File No. 2014155

This project consists of the construction of approximately 4600 cubic yards of excavation and embankment, 850 linear feet of 8" ductile iron water main, 1280 linear feet of 24" ductile iron water main, 19 drainage structures, 3500 square yards of sidewalk, 8500 square yards of 7-inch thick HMA pavement, illumination system, landscaping and sundry utility adjustments, and other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. March 25th for the above project located in Spokane, Washington, in accordance with the Contract Documents on file at the Department, Engineering Services. Hand delivered bids shall be delivered to the security desk on the first floor, City Hall, 808 W Spokane Falls Blvd, Spokane WA 99201-3316. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers located on the basement level of City Hall.

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

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

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

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

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

**Note regarding new specifications:** The City of Spokane is using WSDOT's 2018 Standard Specifications. Bidder's should allow sufficient time to familiarize themselves with the WSDOT 2018 Standard Specifications prior to bidding the project.

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

***\*\*\*\*Due to coordination with work being completed by other contracts in the vicinity The City anticipates work on this project to begin approximately May 13<sup>th</sup>. Information regarding coordination with other projects is detailed in section 1-05.14. While Section 1-07.23(1) states that Sprague Ave may not be closed to traffic until work in the Sprague Ave. & Scott St. Intersection is complete.***

Publish: March 6, 13, and 20, 2019

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**CIPP – RIVER INFILTRATION REDUCTION**  
Engineering Services File No. 2015153

This project consists of the installation of approximately 116 LF of 8" dia., 356 LF of 10" dia., 1116 LF of 12" dia, 186 LF of 15" dia. and 2,264 LF of 24" dia. CIPP, installation of approximately 45 main/side sewer connection liners and reinstatements and associated CCTV inspection, bypass pumping and traffic control.

The City of Spokane will receive bids until 1:00 p.m. March 18, 2019 for the above project located in Spokane, Washington, in accordance with the Contract Documents on file at the Department, Engineering Services. Hand delivered bids shall be delivered to the security desk on the first floor, City Hall, 808 W Spokane Falls Blvd, Spokane WA 99201-3316. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers located on the basement level of City Hall.

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

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

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

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

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

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

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

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

Publish: February 27, March 6 and 13, 2019

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**CURE IN PLACE PIPE (CIPP) 2018  
SS REHABILITATION**  
Engineering Services File No. 2017171

This project consists of rehabilitating approximately 4,560 lineal feet of existing sanitary sewer gravity pipe in 20 segments and one shortline repair, all in various locations throughout the City of Spokane using a Cure in Place Pipe (CIPP) lining rehabilitation process. All CIPP rehabilitation work shall include the procurement, delivery, and installation of the CIPP liner system, CCTV and cleaning, bypass pumping, reinstatement of side sewers and connections, traffic control and all other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. **March 25, 2019** for the above project located in Spokane, Washington, in accordance with the Contract Documents on file at the Department, Engineering Services. Hand delivered bids shall be delivered to the security desk on the first floor, City Hall, 808 W Spokane Falls Blvd, Spokane WA 99201-3316. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers located on the basement level of City Hall.

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

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

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

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

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

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

Publish: March 6, 13 and 20, 2019