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City of Spokane, Washington

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

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Issue 52



MAYOR AND CITY COUNCIL

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBERS:

KATE BURKE (DISTRICT 1)

MICHAEL CATHCART (DISTRICT 1)

LORI KINNEAR (DISTRICT 2)

CANDACE MUMM (DISTRICT 3)

KAREN STRATTON (DISTRICT 3)

BETSY WILKERSON (DISTRICT 2)

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Minutes

MINUTES OF SPOKANE CITY COUNCIL

Monday, December 7, 2020

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:31 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Twelfth Updated Proclamation 20-28.12, dated November 10, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through December 7, 2020. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

Roll Call

On roll call, Council President Beggs and Council Members Burke, Mumm, Stratton, and Wilkerson were present. Council Members Cathcart and Kinnear were absent. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (via WebEx), City Council Policy Advisor Brian McClatchey (via WebEx), and City Clerk Terri Pfister (Chambers) were also virtually present.

Advance Agenda Review

The City Council received an overview from staff on the December 14, 2020, Advance Agenda items.

Resolution 2020-0089

Motion by Council Member Mumm, seconded by Council Member Burke, **to substitute** Resolution 2020-0089 (with version filed with City Clerk's Office on December 7, 2020)—supporting the City's purchase or lease of a standalone shelter for young adults and to request an extension from the Department of Commerce for the funding period in which to do so—**carried unanimously (Council Members Cathcart and Kinnear absent)**.

Action to Approve December 14, 2020, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 14, 2020, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Wilkerson, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, December 14, 2020, (as amended); **carried unanimously**.

ADMINISTRATIVE SESSION**Current Agenda Review**

The City Council considered the December 7, 2020, Current Agenda.

Contract Renewal with Toby's Body and Fender, Inc. (Spokane, WA) (OPR 2017-0841)

Council Member Mumm noted the Contract Renewal with Toby's Body and Fender, Inc. for Auto Body Repair Services is a two-year contract, and she suggested the "two-year" time period be added (to the Agenda).

Purchases by Fleet Operations for Police Department (OPR 2020-0781 and OPR 2020-0782) (Deferred from November 23, 2020, Agenda)

Motion by Council Member Burke, seconded by Council Member Wilkerson, **to defer** the following purchases to December 14, 2020; **carried unanimously (Council Members Cathcart and Kinnear absent)**:

- a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax). (OPR 2020-0781)
- b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax). (OPR 2020-0782)

Second Amendment of Purchase and Sale Agreement with Gonzaga Haven LLC (OPR 2019-1100)

Motion by Council Member Mumm, seconded by Council Member Wilkerson, **to suspend** the Council Rules; **carried unanimously (Council Members Cathcart and Kinnear absent)**.

Motion by Council Member Wilkerson, seconded by Council Mumm, **to add** the Second Amendment of Purchase and Sale Agreement with Gonzaga Haven LLC to tonight's (Legislative) Agenda; **carried unanimously (Council Members Cathcart and Kinnear absent)**.

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council (Council Members Cathcart and Kinnear absent) approved Staff Recommendations for the following items:

Purchases by Fleet Operations from Kenworth Sales (Spokane, WA) for the Water Department using Sourcewell Contract # 081716-KTC of:

- a. a Construction Truck—\$208,001 (incl. tax). (OPR 2020-0856)
- b. a Valve Truck—\$319,353.16 (incl. tax). (OPR 2020-0857)

Five-year Contract with Access Information Protected (Spokane, WA) for off-site records storage and retrieval services for various City departments from January 1, 2021, through December 31, 2026—estimated annual amount not to exceed \$54,000. (OPR 2020-0877 / RFP 5343-20)

Two-year Contract Renewal with Toby's Body and Fender, Inc. (Spokane WA) for Auto Body Repair Services for Fleet Services—annual expenditure \$385,000 (incl. tax). (OPR 2017-0841)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through November 25, 2020, total \$6,903,353.04 (Warrant Nos. 576087 – 576283; ACH payment Nos.: 84598 - 84810, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,627,207.66. (CPR 2020-0002)
- b. Payroll claims of previously approved obligations through November 28, 2020: \$7,875,438.23 (Payroll check #557997 through check #558079). (CPR 2020-0003)

Council Recess/Executive Session

The City Council adjourned at 4:09 p.m. No Executive Session was held. The City Council reconvened at 6:03 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Mumm, Stratton, and Wilkerson were present. Council Member Kinnear was absent. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Cathcart, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

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

PROCLAMATIONS

December 7, 2020 *Pearl Harbor Remembrance Day*

Council President Beggs read the proclamation. No individuals were virtually present to receive the proclamation. The proclamation encourages all citizens to observe this solemn day of remembrance and to honor our brave military men and women who have fought and sacrificed for our freedom.

POINT OF PERSONAL PRIVILEGE

Council Member Wilkerson commented that right now Gonzaga University is holding a virtual town hall meeting in response to an incident that happened on November 18 involving black students. She indicated she wants to listen to the students and help them create the change they need to succeed as our leaders of today and tomorrow.

There was no **City Administration Report**.

There were no **Council Committee Reports**.

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

There were no **Resolutions**.

FINAL READING ORDINANCES**Final Reading Ordinance C35989**

Subsequent to commentary by Council Member Mumm and Council President Beggs and an opportunity for public testimony, with no individuals speaking, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Kinneer absent), the City Council passed Final Reading Ordinance C35989 relating to the fire code; amending SMC sections 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.090, 17F.080.110, 17F.080.270, 17F.080.320, 17F.080.370, 17F.080.380, 17F.080.390 17F.080.410, 17F.080.455 and 17F.080.480.

Final Reading Ordinance C35993

After a brief overview by Council President Beggs and an opportunity for public testimony, with no individuals speaking, the following action was taken:

Upon Unanimous Roll Call Vote (Council President Beggs “no”), the City Council passed Final Reading Ordinance C35993 of the City Council of the City of Spokane, Spokane County, Washington, amending Ordinance No. C35969 correcting a section updating the annual City of Spokane property tax levy for 2021.

FIRST READING ORDINANCES

The following ordinances were read for the First Time, with Further Action Deferred:

- ORD C35992** Relating to the executive and administrative organization of the City; amending SMC section 3.01A.215, 3.01A.220, 3.01A.260, 3.01A.310, 3.01A.315, 3.01A.340, 3.01A.415, 3.01A.500 and 3.01A.520.
- ORD C35994** Changing the name of Fort George Wright Drive to Whistalks Way.
- ORD C35995** Changing the name of a segment of Shelby Ridge Street to Aviary Ct.

SPECIAL CONSIDERATIONS**Purchases by Fleet Operations for Police Department (OPR 2020-0781 and OPR 2020-0782)**

See section of minutes under 3:30 p.m. Briefing Session – items deferred to December 14, 2020.

Second Amendment of Purchase and Sale Agreement with Gonzaga Haven (OPR 2019-1100)

Council President Beggs provided an overview of the matter, after which the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Kinnear absent), the City Council **approved** the Second Amendment of Purchase and Sale Agreement with Gonzaga Haven LLC to amend the Agreement to extend the Closing Date (as defined in the Agreement) and remove the revisionary interest in the property (as defined in the Agreement) reserved to the City in the Agreement.

HEARINGS**Continuation of Public Hearing on 2021 Proposed Budget (FIN 2020-0001) (Continued from November 23, 2020, Agenda)**

The City Council continued its Hearing on the 2021 Proposed Budget. No individuals requested to speak, and the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Burke, **to close** the 2021 Proposed Budget Hearing; **carried unanimously (Council Member Kinnear absent)**.

Hearing on Final Reading Ordinance C35990—Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area

After receiving a presentation by Laverne Biel, East Sprague Business Association (ESBA) Executive Director, and Doug Trudeau, ESBA Board President Ex Officio, and an opportunity for public testimony, with no individuals speaking, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Kinnear absent), the City Council **passed Final Reading Ordinance C35990** approving and confirming the 2021 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377, as codified and amended in Chapter 4.31C SMC.

Hearing on Final Reading Ordinance C35991—Assessments and Assessment Roll for the Downtown Parking and Business Improvement Area

After receiving a presentations from Downtown Spokane Partnership President and CEO Mark Richard, DSP Chair Dave Black, and incoming DSP Board Chair Roy Koegen; Council discussion and commentary; and an opportunity for public testimony, with no individuals speaking; the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Kinnear absent), the City Council **passed Final Reading Ordinance C35991** approving and confirming the 2021 Assessments and Assessment Roll for the Downtown Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC.

OPEN FORUM

Nicolette Ogletree remarked on open forum, getting the ice rink up and running, and getting warming shelters up and running before the snow. She also inquired about status of an investigation into CHHS that was announced at the beginning of the year, and she also remarked on other matters. She requested the remaining portion of her time be yielded for all the people who have died from the coronavirus and Pearl Harbor.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:45 p.m.

**MINUTES OF SPOKANE CITY COUNCIL
Monday, December 14, 2020****BRIEFING SESSION**

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:32 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Twelfth Updated Proclamation 20-28.14, dated December 8, 2020, all public meetings subject to the Open Public

Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through January 19, 2021. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Mumm, Kinnear, Stratton, and Wilkerson were present. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (via WebEx), City Council Policy Advisor Brian McClatchey (via WebEx), and City Clerk Terri Pfister (Chambers) were also virtually present.

Advance Agenda Review

There was no Advance Agenda review as the December 21, 2020, City Council meeting is canceled.

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council considered the December 14, 2020, Current Agenda.

Interlocal Agreement with SREC for Combined Communications Building Operations (OPR 2020-0923)

Motion by Council Member Cathcart, seconded by Council Member Kinnear, **to suspend** the Council Rules; **carried unanimously.**

Motion by Council Member Burke, seconded by Council Member Stratton, **to add** Item No. 12—Interlocal Agreement with SREC for Combined Communications Building Operations and setting forth understandings regarding the ownership, administration, management, on-going operations and payment for lease and services of the Combined Communications Building—**carried unanimously.**

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Purchases for the Street Department with:

- a. Northend Truck Equipment (Snohomish, WA) for a 10 Wheel Dump Truck Body using WA State Contract #01117—\$133,493.59 (incl. tax). (OPR 2020-0884)
- b. RCW Group LTD (Tacoma, WA) for a 10 Wheel Dump Truck Chassis using WA State Contract #01513—\$125,305.93 (incl. tax). (OPR 2020-0885)

Purchase from Columbia Ford (Longview, WA) for a Hydrant Truck Chassis for the Water Department, using WA State Contract #05919—\$56,800.52 (incl. tax). (OPR 2020-0886)

Local Area A&E Professional Services Consultant Agreements for 2021-2022 Non-Federal Aid Projects with:

- a. Tierra Right of Way, Ltd. (Spokane, WA) for Historic Resource On-call Services—not to exceed \$200,000. (OPR 2020-0838 / ENG 2021060)
- b. Budinger & Associates (Spokane, WA) for Geotechnical Engineering On-call Services—not to exceed \$400,000. (OPR 2020-0839 / ENG 2021061)
- c. CommonStreet Consulting LLC (Spokane, WA) for Real Estate On-call Consulting Services—not to exceed \$200,000. (OPR 2020-0840 / ENG 2021062)
- d. Parametrix, Inc. (Spokane, WA) for On-call Surveying Services—not to exceed \$150,000. (Various Neighborhoods) (OPR 2020-0841 / ENG 2021063)

- e. Geo Engineers Inc. (Spokane, WA) for Geotechnical Engineering On-call Services—not to exceed \$800,000. (OPR 2020-0842 / ENG 2021061)

(All Various Neighborhoods)

Contract with SHI International, Inc. (Somerset, NJ) for Microsoft O365 Enterprise Agreement software, services, and support using Sourcewell contract# 081419-SHI from January 1, 2021 through December 31, 2022—\$752,465.87. (OPR 2020-0888)

Contract Renewal with Cerium Networks, Inc. (Spokane, WA) for SmartNet Hardware maintenance and software support for Cisco equipment from January 1, 2021 through December 31, 2021—\$393,123.10 (incl. tax). (OPR 2018-0798 / RFP 4500-0018)

Contract extension with Kepro Acquisitions, Inc. (Harrisburg, PA) for the Employee Assistance Program from January 1, 2021 through December 31, 2022—not to exceed \$2.25 per employee per month (\$54,000/year). (OPR 2017-0863)

Accept Emergency Solutions Grant-Coronavirus (ESG-CV) funding from the Washington State Department of Commerce and authorize Community Housing and Human Services to subaward funds to eligible organizations through the COVID-19 RFP Process—\$3,191,727 Revenue. (OPR 2020-0647)

Recommendation to list the Mary Frances Apartments, 1907-1909 W 7th Avenue, on the Spokane Register of Historic Places. (OPR 2020-0889)

Amendment No. 3 and Restated Interlocal Cooperation Act with Spokane County and the City of Spokane Valley for the Spokane County Tourism Promotion Area. (OPR 2003-0982)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 4, 2020, total \$9,538,732.30 (Check numbers: 576284 - 576462 ACH payment numbers: 84811 - 85043), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,616,181.83. (CPR 2020-0002)

City Council Meeting Minutes: August 24, November 30, and December 3, 2020. (CPR 2020-0013)

Interlocal Agreement with SREC for Combined Communications Building Operations (OPR 2020-0923) (taken separately)

After Council inquiry and commentary, with response by City Attorney Mike Ormsby, the following action was taken:

Upon 6-1 Voice Vote (Council Member Mumm “no”), the City Council **approved** the Interlocal Agreement with SREC for Combined Communications Building Operations and setting forth understandings regarding the ownership, administration, management, on-going operations and payment for lease and services of the Combined Communications Building for an initial term of July 1, 2019, until December 31, 2021—2020 Revenue: \$328,390.91, and 2021 Revenue: \$313,787.17. Total Revenue: \$642,178.08.

Resolution 2020-0092 Expressing the City’s Solidarity with Members of the Black Student Union

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to advance** the resolution (Resolution 2020-0092) expressing solidarity with Members of the Black Student Union to the Council’s Legislative Agenda today; **carried unanimously.**

Special Budget Ordinances C35996 and C35997 (Council Sponsor: Council Member Kinnear)

Council President Beggs requested motion to advance the Special Budget Ordinances C35996 and C35997 to the 3:30 p.m. Briefing Session. The following actions were taken:

Motion by Council Member Kinnear, seconded by Council Member Mumm, **to so move (to advance Special Budget Ordinances C35996 and C35997 to the 3:30 p.m. Briefing Session); carried unanimously.**

Upon Unanimous Roll Call Vote, the City Council **passed** the following Special Budget Ordinances amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35996 Fire/EMS Fund
FROM: Fire Protection & EMS, \$334,262;
TO: Various accounts, same amount.

(This action establishes the necessary additional budget for resources utilized during the 2020 wildland fire season.)

ORD C35997 Public Safety Personnel Fund
FROM: Fire Protection & EMS, \$14,366;
TO: Various accounts, same amount.

(This action establishes the necessary additional budget for resources utilized during the 2020 wildland fire season.)

Resolutions 2020-0088 and Resolution 2020-0091 (Council Sponsor: Council President Beggs)

Council President Beggs requested a motion to advance Resolution 2020-0088 and Resolution 2020-0091 to the 3:30 p.m. Briefing Session. The following action was taken:

Motion by Council Member Burke, seconded by Council Member Stratton, **to so move (to advance Resolution 2020-0088 and Resolution 2020-0091 to the 3:30 p.m. Briefing Session); carried unanimously.**

After Council commentary on Resolution 2020-0088, the following action was taken:

Upon 6-1 Roll Call Vote (Council Member Cathcart “no”), the City Council **adopted Resolution 2020-0088** regarding the waiver of the required training of the Office of the Police Ombudsman as laid out in section 04.32.070(A) and of the Office of the Police Ombudsman Commission as laid out in section 04.32.150(e)(4) of the Spokane Municipal Code.

Upon consideration of Resolution 2020-0091, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2020-0091** declaring Environmental Systems Research Institute, Inc. (Esri), as owner and manufacturer of all U.S. domestic Small Municipal and County Government Enterprise Agreements, and as the only source that can grant a right to copy and deploy Enterprise Software within the City, as a sole source provider and thus authorizing the City’s purchase from Esri, in the amount of \$522,720 including tax, without public bidding.

Resolution 2020-0089 and Resolution 2020-0090 (Council Sponsor: Council President Beggs)

Council President Beggs requested a motion to table indefinitely Resolution 2020-0089 and Resolution 2020-0090. During consideration of the below action, Council President Beggs provided an update on the youth shelter at the request of Council Member Burke. The following action was taken:

Motion by Council Member Mumm, seconded by Council Member Cathcart, **to so move (to table indefinitely Resolution 2020-0089—supporting the City Administration’s purchase of an appropriate building to house a standalone shelter for young adults and to request an extension from the Department of Commerce for the funding period in which to do so—and Resolution 2020-0090—requesting the issuance of a Request for Proposals for design and feasibility of a Citywide fluoride system); carried unanimously.**

First Reading Ordinances C35998 and C35999 (Council Sponsor: Council President Beggs)

There was a request that appeared on the agenda for motion to suspend Council Rules to add First Reading Ordinance C35998 (requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item between departments) and First Reading Ordinance C35999 (establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances) to the Legislative Agenda. Council President Beggs noted there has been a request to hear the matters in Finance and so there will be no suspension of rules requested for these matters.

Purchase by Fleet Operations for Police Department (OPR 2020-0781 and OPR 2020-0782) (Deferred from December 7, 2020, Agenda)

Council President Beggs requested a motion to substitute Special Considerations Item S2 (which appeared on the Addendum to the December 14 Agenda) for Special Considerations Item S1. He stated this action would substitute the electric vehicles under our state contract for the gasoline vehicles. The following action was taken:

Motion by Council Member Burke, seconded by Council Member Wilkerson, **to so move (to substitute Special Considerations Item S2 for Special Considerations Item S1); carried 6-1 (Council Member Cathcart “no”).**

[Clerical Note: Special Considerations Item S2 is for the Purchase by Fleet Services for the Police Department for four Tesla Model Y's using WA State Contract #05916—\$104,522.02. Special Consideration Item S2 replaces (via substitution) Special Considerations Item S1 which was for Purchases by Fleet Operations for the Police Department using WA State Contract #05916 of: (a) 2 Police K8s from Columbia Ford--\$97,254.31 (incl. tax) and (b) 2 Police Tahoes from Bud Clary Chevrolet--\$94,377.38 (incl. tax).]

Council Recess/Executive Session

The City Council adjourned at 4:22 p.m. No Executive Session was held. The City Council reconvened at 6:03 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

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

COUNCIL SALUTATION

Council Member Mumm saluted the bravery of Spokane Democratic Office volunteers, a Teamster Union member, and our Spokane first responders. On December 9, 2020, a person purported to display a bomb with the intent to detonate it at the office headquarters of the Spokane County Democrats and caused an evacuation and subsequent arson fire in the Teamsters Building. Dedicated Spokane Democratic volunteers and separately a Teamster Union member were carefully able to sidestep the attacker and help fellow building occupants who were able to escape out the doors to safety. These individuals demonstrated exceptional bravery in the face of immediate uncertainty and remained calm when up against demonstrated hate. The quick actions of the Spokane Police Department and Spokane Fire Department and their ability to make critical decisions effectively assured the safety of the greater public during the incident. The City Council salutes the volunteers and Teamster Union member and our City's first responders for their service to the citizens and to the City of Spokane for their heroic action to diffuse a potentially lethal attack and to continuing to share compassion to the members of the community.

RECAP OF CITY COUNCIL BUSINESS

Council President Beggs provided a recap of City Council business that was conducted earlier today (during the 3:30 p.m. Briefing Session).

There was no **City Administration Report**.

There were no **Council Committee Reports**.

Open Forum was not held.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

For Council action on Special Budget Ordinances C35996 and C35997, see section of minutes under 3:30 p.m. Briefing Session.

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2020-0092

After a full reading of Resolution 2020-0092 by the City Clerk, an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2020-0092** expressing the City's solidarity with members of the Black Student Union and all BIPOC students at Gonzaga University.

For Council action on Resolution 2020-0088, Resolution 2020-0089, Resolution 2020-0090, and Resolution 2020-0091, see section of minutes under 3:30 p.m. Briefing Session.

FINAL READING ORDINANCES

Final Reading Ordinance C35970 (First Reading held November 9, 2020) (Council Sponsor: Council President Beggs)

After receiving an overview of Final Reading Ordinance C35970 by Marlene Feist, Public Works Director of Strategic Development, the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35970** renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, including any prior transfers to this entity, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state, and local authority and specifying limitations, terms and conditions governing the exercise of said Franchise Agreement.

Final Reading Ordinance C35992 (Council Sponsor: Council President Beggs)

Council President Beggs noted the last proposed substitute version of Ordinance C35992 was circulated by Policy Advisor Brian McClatchey about an hour ago, and he requested a motion to substitute that version for the original filed version. Council commentary was held, after which the following action was taken:

Motion by Council Member Kinnear, seconded by Council Member Burke, **to so move (to substitute Ordinance C35992 as stated by Council President Beggs); carried unanimously.**

There was an opportunity for public testimony, with no individuals speaking. After additional Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote (Council Member McClatchey "no"), the City Council **passed Final Reading Ordinance C35992** relating to the executive and administrative organization of the City; amending SMC section 3.01A.215, 3.01A.220, 3.01A.260, 3.01A.310, 3.01A.315, 3.01A.340, 3.01A.415, 3.01A.500 and 3.01A.520.

For Council actions on Final Reading Ordinance C35971 and Final Reading Ordinance C35974, see section of minutes under "Hearings."

There were no **First Reading Ordinances**.

SPECIAL CONSIDERATIONS

Purchases by Fleet Operations for Police Department (OPR 2020-0925)

After an opportunity for public testimony, with no individuals speaking, and the opportunity for Council commentary, the following action was taken:

Upon 4-3 Roll Call Vote (Council Members Burke, Cathcart, and Stratton "no"), the City Council **approved** the Purchase by Fleet Services for the Police Department for four Tesla Model Y's using WA State Contract #05916—\$104,522.02 each. Total purchase: \$418,088.10 (incl. tax and upfitting).

HEARINGS

Hearing on Final Reading Ordinance C35994

The City Council held a hearing on Final Reading Ordinance C35994 changing the name of Fort George Wright Drive to Whistalks Way. After an overview by City Planner Tami Palmquist and remarks by Council Members Stratton and Wilkerson, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35994** changing the name of Fort George Wright Drive to Whistalks Way.

Hearing on Final Reading Ordinance C35995

The City Council held a hearing on Final Reading Ordinance C35995 changing the name of a segment of Shelby Ridge Street to Aviary Court. After an overview by City Planner Tami Palmquist, the opportunity for public testimony, with none provided, and brief commentary by Council President Beggs, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35995** changing the name of a segment of Shelby Ridge Street to Aviary Court.

Hearing on Final Reading Ordinance C35974 (Continued from November 23, 2020, Agenda)

The City Council continued its consideration and the hearing on Final Reading Ordinance C35974 relating to application file Z19-502COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Office" for approximately 0.61 acres located at 3207 and 3203 E 29th Avenue and 2820 and 2826 S Ray Street (parcels 35273.0219, 35273.0220, 35273.0305, and 35273.0306) and amending the Zoning Map from "Residential Single Family (RSF)" to "Office (O-35)." At its meeting held November 23, 2020, the City Council remanded Ordinance C35974 back to the Plan Commission for consideration.

City Planner Kevin Freibott provided an overview of the Plan Commission's consideration of the remand of the ordinance to the Plan Commission. Public testimony was received from Carol Tomsic, a representative of the Lincoln Heights Neighborhood, and from Dwight Hume, applicant. Council commentary and discussion ensued. Council President Beggs stated he is looking for a motion to modify the original ordinance as to parcels 35273.0219 and 35273.0220 to change them from residential single family to zoning for residential two-family and for a land use of Residential10-20 (as recommended by the Plan Commission following their consideration of the remand). The following actions were taken after additional Council commentary:

Motion by Council Member Burke, seconded by Council Members Cathcart and Wilkerson, **to so move (to modify** the original ordinance as to parcels 35273.0219 and 35273.0220 to change them from residential single family to zoning for residential two-family and for a land use of Residential10-20); **carried unanimously**.

Upon 6-1 Roll Call Vote (Council Member Mumm "no"), the City Council passed Final Reading Ordinance C35974 (as amended) relating to Application File Z19-502COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Office" for approximately 0.23 acres located at 2820 and 2826 S Ray Street (Parcels 35273.0305 and 25273.0306) and amending the Zoning Map from "Residential Single Family (RSF)" to "Office (O-35)" for those parcels; and amending Map LU 1 from "Residential 4-10" to "Residential 10-20" for 0.39 acres located at 3203 and 3207 E 29th Avenue (Parcels 35273.0219 and 35273.0220) and amending the Zoning Map from "Residential Single Family (RSF)" to "Residential Two-Family (RTF)" for those parcels.

Final Reading Ordinance C35971 Adopting the Annual Budget of the City of Spokane for 2021

Council President Beggs provided an overview of Final Reading Ordinance C35971. He then requested a motion to adopt the budget changes set out in Paul Ingiosi's December 7, 2020, memo (attached to these minutes as Attachment 1). The following action was taken:

Motion by Council Member Mumm, seconded by Council Member Kinnear, **to so move (to adopt** the budget changes set out in Paul Ingiosi's December 7, 2020, memo); **carried unanimously**.

Council President Beggs further requested a motion to adopt the December 7, 2020, memo from himself with 54 changes (attached to these minutes as Attachment 2). The following action was taken after Council commentary:

Motion by Council Member Mumm, seconded by Council Members Burke and Wilkerson, **to so move (to adopt** the December 7, 2020, memo from Council President Beggs with 54 changes); **carried 6-1 (Council Member Cathcart "no")**.

Council commentary was held on Final Reading Ordinance C35971, as amended, after which the following action was taken:

Upon 6-1 Roll Call Vote (Council Member Cathcart "no"), the City Council **passed Final Reading Ordinance C35971, as amended**, adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage.

There was no **Second Open Forum**.

CLOSING REMARKS

Council President Beggs provided an opportunity for any remarks by Council Members since this is the last Council meeting of the year. Council Member Wilkerson noted as the newest council member that this has been an amazing year and stated it has been exciting, stimulating, challenging, and frustrating, but she is excited to serve and to continue to serve the citizens of the city. Council Member Mumm thanked local heroes who are working the front lines with the virus (coronavirus). Council President Beggs acknowledged and thanked staff for their work and Council Members for their service.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:34 p.m. Note: The regularly scheduled City Council meetings for Monday, December 21 and December 28, 2020, have been canceled.

Attachments referenced in ORD C35971 adopting the annual budget, are available for viewing in the City Clerk's Office.

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*.

**CABLE COMMUNICATIONS FRANCHISE BY AND BETWEEN
CITY OF SPOKANE, WASHINGTON AND COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC**

October 8, 2020

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CABLE COMMUNICATIONS FRANCHISE ORDINANCE NO. C35970

An Ordinance renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, including any prior transfers to this entity, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.
PURPOSE AND INTENT.

This Franchise Agreement is by and between the City of Spokane, a Washington municipal corporation (“City”), and Comcast Cable Communications Management, LLC (“Franchisee”).

WHEREAS, the City, pursuant to Chapter 10.27A of the Municipal Code of the City of Spokane, Washington (hereinafter “SMC 10.27A”), is authorized to grant one or more non-exclusive revocable Franchise Agreements to construct, maintain and operate a Cable System within the City; and,

WHEREAS, pursuant to SMC 10.27A and in accordance with Section 626 of the Cable Communications Policy Act of 1984, Franchisee has requested renewal of its Cable Communications Franchise Agreement, and after negotiations with Franchisee, the City has determined that it is in the best interest of the City and its residents to renew the Franchise Agreement with Franchisee; and,

WHEREAS, the City has, following required and reasonable notice, conducted a full public hearing, affording all persons concerned with the analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Franchisee; and,

WHEREAS, the City, after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification and character of said Franchisee; and,

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety and welfare of the citizens of the City to renew the Franchise Agreement to the Franchisee to operate a Cable System within the confines of the City and on the terms and conditions hereinafter set forth; and,

WHEREAS, the Franchisee has agreed to be bound by the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the renewal of the franchise pursuant to this Franchise Agreement, the Franchisee hereby promises to comply with the provisions of this Franchise Agreement and SMC 10.27A. In consideration of the Franchisee’s promises, the City hereby grants a franchise as hereinafter set forth:

SECTION 2.
TITLE.

THIS AGREEMENT may be referred to as the “City of Spokane, Washington/Comcast Cable Communications Management, LLC Cable Communications Franchise Agreement.”

SECTION 3.
DEFINITIONS.

For the purpose of this Franchise Agreement the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and the word “may” is permissive. Words not defined shall be given their common and ordinary meanings.

- (A) “Access Channel” shall mean any Channel set aside for Non-commercial public use, educational use, or governmental use without a Channel usage charge.

- (B) "Access User" shall mean any Person entitled to make use of an Access Channel consistent with the intended purpose of the Channel. [Cross reference SMC 10.27A.510]
- (C) "Basic Cable Service" shall mean any Service Tier which includes the retransmission of local television broadcast signals.
- (D) "Cable Act" shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.
- (E) "Cable Service" or "Service" shall mean (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.
- (F) "Cable System" or "System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term shall not include:
- (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - (2) a facility that serves only Subscribers without using any Public Right of Way;
 - (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - (4) an open video system that complies with 47 U.S.C. § 573; or
 - (5) any facilities of any electric utility used solely for operating its electric utility system.
- (G) "Channel" shall mean bandwidth in the electromagnetic spectrum capable of carrying a television channel (as television channel is defined by FCC regulation).
- (H) "City" shall mean the City of Spokane, Washington. For purposes of enforcement of any provision, "City" further means the City Administrator or their designee except where otherwise specified.
- (I) "Complaint" shall mean a Subscriber written contact (via U.S. mail, email or other electronic means) with the City to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the scope of this Franchise Agreement or Ch. 10.27A SMC.
- (J) "Converter" shall mean an electronic tuning device which converts transmitted signals to a frequency which permits their reception on a television receiver.
- (K) "Council" shall mean the legislative body of the City of Spokane, Washington.
- (L) "FCC" shall mean the Federal Communications Commission or any legally appointed or designated agent or successor.
- (M) "Franchise Agreement" or "Franchise" shall mean the nonexclusive right and authority to construct, maintain, and operate a Cable System through use of Public Rights of Way in the City pursuant to a contractual agreement approved by the City Council and executed by the City and Franchisee.
- (N) "Franchise Area" shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted. [Cross reference SMC 10.27A.720]
- (O) "Franchisee" shall mean Comcast Cable Communications Management, LLC, including any lawful successor, transferee or assignee of the original Franchisee.
- (P) "Franchise Fee" means consideration paid by Franchisee for the privilege to operate a Cable System in the Franchise Area as set forth in Section 4, in accordance with Section 622 of the Cable Act and federal law.
- (Q) "GAAP" means Generally Accepted Accounting Principles.

- (R) "Gross Revenues" means all amounts derived by the Franchisee and/or an affiliate from the operation of Franchisee's Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:
- (1) Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);
 - (2) Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
 - (3) Fees paid to Franchisee for Channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
 - (4) Converter, remote control, and other Cable Service equipment rentals, leases, or sales (but not revenues from equipment used exclusively for the provision of services that are not Cable Service);
 - (5) Advertising Revenues as defined herein;
 - (6) Fees including, but not limited to: (1) late fees, convenience fees and administrative fees which shall be allocated in accordance with GAAP; and (2) Franchise fees;
 - (7) Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.
 - (8) "Advertising Revenues" shall mean amounts derived from sales of advertising that are made available to Franchisee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Franchisee agrees that Gross Revenues subject to Franchise Fees shall include all commissions, representative fees, affiliated entity fees, or rebates paid to National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service Subscribers reached by the advertising.
 - (9) "Gross Revenues" shall not include:
 - a) Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Franchisee revenues within the Franchise Area;
 - b) Any taxes and/or fees on services furnished by Franchisee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise Fee and the FCC user fee shall not be regarded as such a tax or fee;
 - c) Public, Educational and Governmental (PEG) Fees collected by Franchisee from Subscribers;
 - d) Contra expenses including but not limited to launch fees and marketing co-op fees to the extent consistent with GAAP; and
 - e) Unaffiliated third-party advertising sales agency fees or commissions which are reflected as a deduction from revenues to the extent consistent with GAAP.
 - (10) To the extent revenues are derived by Franchisee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Franchisee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Franchisee derives revenues in the Franchise Area. The City reserves its right to review and to challenge Franchisee's calculations.
 - (11) Franchisee reserves the right to change the allocation methodologies set forth in this definition to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). City acknowledges and agrees that Franchisee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however,

the City reserves its right to challenge Franchisee's calculation of Gross Revenues, including Franchisee's interpretation of GAAP and Franchisee's interpretation of FASB, EITF and SEC directives. Franchisee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC on the first quarterly payment statement implementing the change. Upon the City's written request and subject to Franchisee's reasonable confidentiality requirements, Franchisee shall provide additional detail, explanation and/or reference to source materials.

(12)The City acknowledges that Franchisee shall maintain its books and records in accordance with "GAAP."

- (S) "Installation" shall mean the process necessary to connect the Cable System at the Subscriber's premises.
- (T) "Non-commercial" shall mean, in the context of Access Channels that products and services are not sold via the Access Channel. The term will not be interpreted to prohibit an Access Channel operator or programmer from independently (i.e. not in the context of any televised programming) soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the corporation for public broadcasting. An Access Channel operator or programmer may cablecast informational programming regarding City events, projects and attractions of interest to residents so long as the format for such programming is consistent with the purposes for which PEG resources may be used.
- (U) "Normal Business Hours" shall mean those hours during which most similar businesses in City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one (1) night per week and/or some weekend hours.
- (V) "Normal Operating Conditions" shall mean those Service conditions which are within the control of Franchisee. Those conditions which are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. [Cross reference SMC 10.27A.700]
- (W) "Other Programming Service" shall mean information that a cable operator makes available to all Subscribers generally.
- (X) "PEG" shall mean public, educational and governmental.
- (Y) "Person" shall mean an individual or legal entity, such as a corporation or partnership.
- (Z) "Public Right of Way" or "Public Rights of Way" shall mean the surface of and the space above and below any public street, road, highway, path, sidewalk, alley, court, or easement now or hereafter dedicated and opened by the City for the purpose of public travel or public utilities. Use of skywalks may be subject to additional regulatory requirements consistent with the Spokane Municipal Code. In the case of any grant of authority or permission by the City to a cable operator however, this term shall not exceed the scope of the City's interests or power to extend such grant.
- (AA) "Section 621 Order" means the Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019.
- (BB) "Service Tier" shall mean a specific set of Cable Services which are made available as a group for purchase by Subscribers, at a separate rate for the group.
- (CC) "Standard Installation" shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system. Franchisee shall comply with applicable FCC regulations regarding commercial Installations as may now or hereafter arise.
- (DD) "Subscriber" shall mean a member of the general public who receives broadcast programming distributed by a Cable System and does not further distribute it.
- (EE) "Video Programming" shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
- (FF) "Wireline MVPD" means any entity, including the City, that utilizes the Public Right of Way to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of Video Programming in the City, which could also include the City. For purposes of this Franchise, the term "Wireline MVPD" shall not be limited to entities defined by the FCC as "multichannel video programming distributors" and shall include entities that provide multiple Channels of Video Programming via open video systems, as defined

by the FCC, but it is the intent of the Franchisee and the City that the term Wireline MVPD shall not include small cell providers, unless the City has the legal authority under applicable state and federal law to regulate or to impose cable franchise obligations upon such small cell providers.

SECTION 4.
GRANT OF AUTHORITY.

- (A) There is hereby granted by the City to the Franchisee, for a period of ten (10) years from and after the effective date set forth at the end of this Franchise, the right and privilege to have, acquire, construct, reconstruct, use, operate, own and maintain a Cable System for the Franchise Area, subject to the terms and provisions of Section 9(C) herein, and to the conditions and restrictions as hereinafter provided. No privilege or power of eminent domain is bestowed by this grant of authority.
- (B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to construct a Cable System in the City's Public Rights of Way.

SECTION 5.
AUTHORITY NOT EXCLUSIVE.

- (A) The grant of authority for use of the City's Public Rights of Way, as conferred in Section 4 hereof, is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Nothing in this Franchise Agreement shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Public Rights of Way or any part thereof for the erection, installation, construction, reconstruction, operation, maintenance, dismantling, testing, repair or use of a Cable System within the City. Additionally, the Franchisee shall respect the rights and property of the City and other authorized users of Public Rights of Way. Disputes between the Franchisee and other parties over the use, pursuant to this Franchise Agreement, of the Public Rights of Way shall be submitted to the City Engineer for resolution.

SECTION 6
COMPETITIVE EQUITY.

- (A) The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or other Wireline MVPDs. The City intends to treat Wireline MVPDs in a nondiscriminatory manner to the extent permissible under applicable state and federal law. If, following the effective date of this Franchise, the City grants such an additional franchise or authorization to a Wireline MVPD and Franchisee believes the City has done so on terms materially more favorable than the obligations under this Franchise, then the provisions of this Section 6 will apply.
- (B) As part of this Franchise, the City and Franchisee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Franchisee at a significant competitive disadvantage if not required of a Wireline MVPD: the obligation to pay to the City a Franchise Fee consistent with Section 30 of this Franchise, Gross Revenues as provided for and defined in this Franchise, and the obligation to comply with the requirements in this Franchise regarding PEG funding, PEG Access Channels, records and reports, security instruments, audits, dispute resolution, remedies, notice and opportunity to cure, and customer service obligations (hereinafter "Material Obligations"). The City and Franchisee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are materially equivalent.
- (C) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Franchisee must notify the City in writing of the Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Franchisee agree that they will use best efforts in good faith to negotiate Franchisee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications. If the City and Franchisee fail to reach agreement in such negotiations, Franchisee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Franchisee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Franchisee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

- (D) In the event the City disputes that the Material Obligations are different, Franchisee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Franchisee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.
- (E) Nothing in this Section 6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under state and federal law. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.
- (F) To the extent the City has legal authority to grant a franchise or similar authorization to a wireless provider of Cable Service, the competitive equity rights provided by this section shall apply with respect to Material Obligations imposed in such franchise or other similar agreement. In the event of a dispute regarding the City's legal authority, Franchisee shall have the burden to demonstrate that such authority exists.

SECTION 7.
CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of 47 USC §547.

SECTION 8.
PREVIOUS RIGHTS ABANDONED.

This Franchise Agreement is in lieu of any and all other contractual rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by Franchisee or any successor pertaining to the construction, operation, modification or maintenance of a Cable System in the City. The acceptance of this Franchise Agreement shall operate as between Franchisee and the City as an abandonment of any and all such contractual rights, privileges, powers, immunities, and authorities within the City. All construction, operation, modification, and maintenance by the Franchisee of any Cable System in the City to provide Cable Service shall be under this Franchise Agreement and not under any other contractual right, privilege, power, immunity, or authority.

SECTION 9.
AGREEMENT, ACCEPTANCE, AND INCORPORATION OF SMC 10.27A.

- (A) Franchisee acknowledges and accepts the right of the City to grant Franchisee this Franchise under current state, federal and local law. Franchisee agrees it shall not now nor at any time hereafter challenge this right, including in any state or federal court, provided that Franchisee reserves its right to seek changes in state, federal or local law governing the right of City to grant this Franchise and to challenge the City's right to grant this Franchise based on changes in current state, federal or local law that take effect subsequent to the effective date of this Franchise Agreement. This section shall not be interpreted to prevent Franchisee from engaging in state, federal, or local lobbying efforts, either independently or as part of a consortium, on matters of interest to the Franchisee or the industry.
- (B) Franchisee's rights hereunder are subject to the lawful and reasonable exercise of the City's police power consistent with state, federal or local law. It is understood that the City may at any time enact any ordinance of general applicability which may impact the Franchisee in its operation of the Cable System, provided that such ordinance constitutes a proper exercise of the City's police power, consistent with state, federal or local law.
- (C) Franchisee acknowledges as of the time of acceptance of this Franchise Agreement that it has reviewed the Spokane City Charter relating to franchises and the use of the Public Right of Way and Ch. SMC 10.27A and accepts them as lawful exercises of City regulatory powers over the Public Right of Way. The parties acknowledge that the City may modify its regulatory policies throughout the term of this Franchise Agreement. Franchisee agrees to comply with such lawful policies except when there is a conflict with Franchisee's rights negotiated hereunder. Franchisee reserves any rights it may have to challenge such policies whether arising in contract or at law. The City reserves all defenses to such challenge, whether arising in contract or law.

SECTION 10.
[RESERVED].

SECTION 11.
TIME IS OF THE ESSENCE TO THIS AGREEMENT.

Whenever this Franchise Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, related to a material Franchise requirement, such time shall be deemed of the essence. Any failure of the City to promptly enforce the time for an act to be performed in the past shall not be deemed a waiver of the City's right to require timely performance in the future.

SECTION 12.
TAXES.

Nothing contained in this Franchise Agreement shall be construed to except the Franchisee from any tax, liability or assessment authorized by law or from provisions of Titles 4 and 8 of the Spokane Municipal Code.

SECTION 13.
FRANCHISE AGREEMENT.

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment.

SECTION 14.
RENEWAL.

Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), as amended.

SECTION 15.
CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT.

- (A) The Franchisee shall maintain its Cable System as a hybrid fiber coaxial, fiber-to-the-node system architecture, with fiber-optic cable deployed from the headend to the node and coaxial cable deployed from the node to Subscribers homes. During the term of this Franchise, the Franchisee's Cable System shall be capable of providing a minimum of one hundred twenty (120) Channels of Video Programming to its Subscribers in the Franchise Area. Active and passive devices are capable of delivering high-quality digital video signals meeting or exceeding FCC technical quality standards. Cable System nodes are designed for future segmentation as necessary to maximize shared bandwidth. During the term of this Franchise Agreement, the Franchisee agrees to maintain the Cable System in a manner consistent with these specifications or better.
- (B) All Franchisee activity in the Public Right of Way, and other public places where applicable, must be in accord with the Standard Specifications (WSDOT 2004, as amended or current equivalent) applicable to civil works in the Public Right of Way, including any generally applicable Supplemental Specifications as now or hereafter approved by the City Engineer and any other state and local regulations. All such construction, Installation and maintenance must also comply with the National Electrical Safety Code, the Washington State Electrical Construction Code, the National Electrical Code as adopted by the City and good and accepted industry practices.

[Note: at the time of adoption of this section, the generally approved Standard Specifications is that edition published by the Washington State Department of Transportation (WSDOT), "Standard Specifications for Road, Bridge and Municipal Construction, 2016, M 41-10", as amended].

- (C) The Franchisee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R. Part 76, Subpart K, as may be amended from time to time. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.
- (D) The City shall have the right to regulate and inspect the construction, operation and maintenance of the Cable System in the Public Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee. [Cross reference SMC 10.27A.600 - 10.27A.680 regarding construction standards which are also applicable.]

SECTION 16.
CABLE SERVICE.

- (A) Subject to the density considerations listed below, except in areas reserved for public travel or utility access not yet opened and accepted by the City as Public Right of Way that the Franchisee is specifically and lawfully prohibited from deploying its Cable System by the owner/developer, the Franchisee shall provide Cable Service throughout the entire City. Consistent with SMC 10.27A.720, areas subsequently annexed shall be provided with Cable Service within twelve (12) months of the time of the City notifying Franchisee of the annexation.
- (B) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides to the extent required by state and federal law. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation will be provided at Franchisee's published rate for Standard Installations.
- (C) The City and Franchisee acknowledge that the Franchisee currently provides, without charge, one (1) outlet, one (1) Converter, if necessary, and Digital Starter Service programming (including the PEG Channels) to the public buildings listed in Exhibit A, attached hereto ("Complimentary Service"). Subject to Section 35(D) of this Franchise Agreement, Franchisee shall continue to provide service to the City as set forth in this Section 16(C). However, the City shall have the right to request the disconnection of the other franchised cable operator and require Franchisee to meet the free service obligation provided the City maintains a fair distribution of service to public buildings between all franchised cable operators in the City.
- (1) If the drop line to such building exceeds a Standard Installation drop one hundred twenty-five (125) feet, the Franchisee will accommodate the drop up to three hundred (300) feet if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided the City or other agency agrees to pay the incremental cost of such drop in excess of one hundred twenty-five (125) feet or the necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry.
- (2) The Complimentary Service will not be used for commercial purposes, and the outlets will not be located in areas open to the public excepting one (1) outlet to be located in a public lobby in City Hall that will be used by the public for viewing Council meeting broadcasts. The City will take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Complimentary Service required by this section.
- (3) If additional outlets of Complimentary Service are provided to such buildings, the building occupant will pay the usual Installation fees, if any.
- (D) Franchisee shall extend the System to any portion of the City after the date of the Franchise Agreement, when dwellings can be served by extension of the System past dwellings equivalent to a density of seven (7) dwellings per one-quarter (1/4) mile of cable contiguous to the System. Franchisee may petition the City for a waiver of this requirement, such waiver to be granted (1) for good cause shown, or (2) where Franchisee's System penetration level (defined as the percentage obtained by dividing (x) the number of Franchisee's Subscribers, by (y) the total number of dwelling units in the Franchise Area) drops below thirty-five percent (35%). The City shall not require Franchisee to extend Service to any dwelling that is already receiving Service from a competing provider. Such extension shall be at Franchisee's cost. In areas not meeting the requirements of seven (7) or more dwellings per one-quarter (1/4) mile, for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. Any Subscriber drop not exceeding a Standard Installation drop of one hundred twenty-five (125) feet will be free of charge to the Subscriber other than normal Installation fees. For drops in excess of one hundred twenty-five (125) feet, Franchisee may assess an amount equal to time and materials. This provision has been negotiated taking into consideration the unique features of residential property in the City, including the size of lots, historical layout of developments and other factors.

SECTION 17.
PROGRAMMING.

- (A) All final programming decisions remain the discretion of Franchisee in accordance with this Franchise Agreement, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel

additions, deletions, or realignments, and further subject to Franchisee's signal carriage obligations hereunder and pursuant to 47 U.S.C. §§ 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545.

- (B) Franchisee will provide at least the following initial broad categories of programming to the extent such categories are reasonably available:
- (1) Educational programming;
 - (2) News, weather and information;
 - (3) Sports;
 - (4) General entertainment including movies;
 - (5) Children, family oriented;
 - (6) Arts, culture and performing arts;
 - (7) Foreign language programming; and
 - (8) Science/documentary.
- (C) The Franchisee shall offer to all Subscribers a diversity of Video Programming services and it will not eliminate any broad categories of programming without first obtaining the written approval of the City, such approval not to be unreasonably withheld.
- (1) Franchisee shall notify in writing the City, or its designee, of its intent to eliminate any broad category of programming noted in subsection (A). The City, or its designee, shall make a determination on such request not later than sixty (60) days after receipt of the request by Franchisee. In the event that the City makes an adverse determination, such determination shall be in writing, along with a concise statement of the reasons therefore. In the event the City fails to make a determination within sixty (60) days after receipt of a request from Franchisee, Franchisee shall have the right to make the deletion contained in its written request. [Cross reference SMC 10.27A.905.]

SECTION 18.

RATES.

- (A) Throughout the term of this Franchise Agreement and upon request, the Franchisee shall provide annually an updated rate card to the City that details applicable rates and charges for Cable Services provided under this Franchise Agreement. This does not require the Franchisee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.
- (B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before changing any rates and charges. Franchisee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, franchise fee or other fees, tax, assessment or charge of any kind imposed by the City or any other governmental entity on the transaction between the Franchisee and the Subscriber. Notice shall not be required in cases where the Franchisee adds additional Channels to any tier, provided there is no concurrent rate change.
- (C) City may regulate rates for the provision of Cable Service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the City chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The City shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations. City reserves the right to regulate rates for any future Cable Services to the maximum extent allowed by law.

SECTION 19.

ACCESS AND LOCAL PROGRAMMING.

- (A) Access Channels.
- (1) Commencing on the effective date of this Franchise Agreement, Franchisee shall continue to make available eight (8) full-time activated Access Channels for Non-commercial use.
 - (2) The City may designate entities to be responsible for administering use of the PEG Access Channels. Such entities shall be responsible for the utilization, programming and scheduling of the Access Channels designated for PEG use and public use respectively.
 - (3) The Franchisee shall provide the PEG Access Channels as part of the Cable Service provided to any Subscriber, at no additional charge, and so that the PEG Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Cable Service Tier.

If Channels are selected through a menu system, the PEG Access Channels shall be displayed as prominently as commercial programming choices offered by Franchisee.

- (4) At such time as all other Basic Service Channels (or its equivalent tier) excluding PEG Access Channels, are carried in HD, the SD PEG Access Channels will also be carried by Franchisee in HD, at which time the SD PEG Access Channels will be discontinued and the maximum number of PEG Access Channels shall be four (4) HD Channels, subject to Section 19(A)(7).
 - (5) Within six (6) months of the effective date of this Franchise, and upon completion of the Fire Training Channel connection set forth below, Franchisee shall reclaim two (2) SD Access Channels for one (1) HD Access Channel simulcast. The two (2) SD Access Channels to be reclaimed shall be the Fire Training Channel and another Access Channel selected by the City in City's sole discretion.
 - (6) No sooner than twelve (12) months of the effective date of this Franchise, Franchisee shall reclaim two (2) additional SD Access Channels which will result in the City retaining a total of four (4) SD Access Channels and two (2) additional simulcast SD/HD Access Channels.
 - (7) Within six (6) months of the effective date of this Franchise, Franchisee shall either: 1) construct a dedicated two-way connection between the Fire Training Center and City Hall, to replace the SD Fire Training Center Access Channel, the cost estimated to be Twenty Thousand and No/100 Dollars (\$20,000) shall be paid for out of the City's PEG Fee; or 2) the City shall assume responsibility for the construction of the connection and Franchisee shall cooperate, the City's construction cost may be paid for out of the PEG Fee so long as consistent with applicable federal law.
 - (8) City shall be responsible for all programming requirements on the PEG Access Channels, including but not limited to scheduling, playback, training, staffing, copyright clearances, and production equipment owned and controlled by the City, including maintenance and repair of such production equipment.
- (B) Regional Channel. The City shall have the right to use one (1) of the existing PEG Access Channels as a regional Channel if desired by the City. Franchisee shall cooperate with City to accommodate such regional Channel.
- (C) PEG Access Channel Location. Franchisee shall make commercially reasonable efforts to maintain one (1) of the PEG Access Channels as Channel 5 (SD) and Channel 325 (HD) on the Franchisee's Channel lineup. Franchisee shall make commercially reasonable efforts to maintain one (1) additional PEG Access Channel as Channel 14 (SD) and Channel 326 (HD) on the Franchisee's Channel lineup, or otherwise maintain adjacent positions to each other in the channel lineup.
- (1) Franchisee shall make commercially reasonable efforts to minimize Channel location movements for PEG Access Channels, and shall make reasonable commercial efforts to locate Access Channels in a manner that is easily accessible to Subscribers. For new HD Access Channels that are provided pursuant to this Franchise, Franchisee shall make reasonable commercial efforts to assign the Access Channels a number near the other HD local broadcast stations if such channel positions are not already taken, or if that is not possible, near HD news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.
- (D) PEG Access Channel Quality.
- (1) With respect to signal quality, Franchisee shall not be required to carry an Access Channel in a higher quality format than that of the Channel signal delivered to Franchisee, but Franchisee shall distribute the Channel signal without material degradation. There shall be no restriction on Franchisee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Franchisee may implement HD carriage of PEG Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the Subscriber that is reasonably comparable and functionally equivalent to similar commercial HD Channels carried on the Cable System. Franchisee agrees that in no event will the PEG Access Channels be transmitted in a manner different than other commercial Channels offered by Franchisee on the basic service tier.
 - (2) In the event the City believes and provides evidence that Franchisee has failed to meet this standard, the City will notify Franchisee of such concern, and Franchisee will respond to any complaints in a timely manner. Disputes under this section shall be addressed through the Franchise enforcement procedures set forth in Section 24. Upon reasonable written request by the City or any authorized access provider (but not a user of the community Access Channel), Franchisee shall verify that Access Channel signal delivery to Subscribers is consistent with the requirements of this section.

- (E) The City shall implement and enforce policy directives and terms of use requirements that all users of public access facilities and public Access Channel(s) assume complete responsibility for the content of programming prepared at public access facilities and/or cablecasts on the public Access Channel(s). The parties agree that clearance for use of copyrighted material shall be the sole responsibility of the access user. The City shall require that all public access users indemnify and hold the Franchisee and the City of Spokane harmless from all liability of any kind whatsoever, including the costs of legal defense arising from the use of facilities, channel(s) or access time by the user.
- (F) PEG Fee.
- (1) Within sixty (60) days after the effective date of this Franchise Agreement, the Franchisee shall collect and remit to the City zero point seven percent (0.7%) of Gross Revenues (the "PEG Fee") to be used for PEG access capital costs in accordance with applicable federal law. The PEG Fee shall be remitted quarterly to the City in the same manner and at the same time as the Franchise Fee.
 - (2) The PEG Fee is not intended to represent part of the Franchise Fee and are intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with federal law. So long as the PEG Fee is used by the City as permitted by applicable federal law, and this Franchise, Franchisee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee, unless otherwise mandated by Applicable Law.
 - (3) Within ninety (90) days and upon request, the City shall provide the Franchisee with documentation showing expenditures for PEG capital use of the previous year's PEG Fee funding and showing the budgeted use of the current year's PEG funding. In the event the City cannot demonstrate that PEG funding was used or budgeted for PEG capital needs, Franchisee's PEG funding obligations going forward shall be reduced by an equivalent amount.
 - (4) Any PEG Fees owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.
 - (5) All PEG Access Channels shall be provided as a part of Franchisee's Basic Cable Service or its equivalent. Franchisee shall make every reasonable effort to coordinate the cablecasting of PEG access programming on the Cable System on the same Channel designations as such programming is currently cablecast within the City. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) days' written notice to the City by Franchisee, except for circumstances beyond Franchisee's reasonable control.
- (G) Guide Selection. Franchisee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion so that Subscribers will have ready access to PEG Access Channels. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital channel guide, Franchisee will make available to City the ability to place PEG Access Channel programming information on the interactive Channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Franchisee utilizes to provide the guide service. Franchisee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements for the EPG provider shall be the responsibility of the City. Franchisee is not responsible for operations of the EPG provider. Franchisee shall, to the maximum extent possible, make available to the City any price discounts Franchisee may have in place with third party vendors that offer such programming guide services. The cost of this guide service may be funded in any manner consistent with federal law.
- (H) PEG Access Programming Connectivity.
- (1) Under Section 19(k) of the 2005 franchise between City and Franchisee, Franchisee agreed to construct and maintain two-way connections. Franchisee was permitted to recoup all of its construction and maintenance costs (\$250,000) from the City's PEG Fee over the term of the 2005 franchise. Currently Franchisee is providing the City with nine (9) complimentary two-way connections to facilitate the live playback of PEG programming in the City. The City has agreed as part of this renewal to reduce the number of two-way connections down to just two (2) remaining connections to facilitate PEG origination over the next Franchise term. The City and Franchisee acknowledge that the Franchisee currently provides and maintains, free of charge to the City, the existing two-way connections located at: 1) the KSPS Facility, located at 3911 South Regal Street; and 2) the City Hall via City Water Works Building on Hamilton & North Foothills. These connections enable the transmission of PEG Access programming over the Cable System. Franchisee shall maintain the two (2) above-referenced connections for the term of this Franchise, without additional charge (with no recurring, monthly costs or offsets) except that Franchisee may, if permitted by federal law, invoice

the City for any actual repair or maintenance costs. Such actual repair or maintenance costs shall be estimated to the City in advance when possible, and shall be documented and invoiced to the City by Franchisee for payment.

- (2) If the City desires to add new connection points over the term of this Franchise Agreement in addition to the above list, upon (one hundred twenty (120) days written request of the City, and written approval by the City of Franchisee's construction charges, the Franchisee will construct the new two-way connection, as proposed by the City.
- (3) Failure to comply with the provisions of this section shall constitute a material breach of this Franchise Agreement.

SECTION 20.
PARENTAL CONTROL.

- (A) Franchisee shall provide Subscriber controlled lockout capability at a reasonable charge to Subscribers upon their request.
- (B) As to any program which is transmitted on a Channel offered on a, per Channel, or per program basis, Franchisee shall block entirely the audio and video portion of such program from reception by any Subscriber who so requests. Scrambling of the signal shall not be sufficient to comply with this provision.

SECTION 21.
TRANSFER OF RIGHTS.

- (A) Any unauthorized transfer in violation of SMC 10.27A.395 shall be deemed a material breach in default of this Franchise Agreement, and shall subject the Franchisee to all penalties and remedies prescribed in this Franchise Agreement and SMC 10.27A and to all other remedies, legal and equitable; which are available to the City, including, but not limited to:
 - (1) The immediate entry of an order by a court of competent jurisdiction (i) enjoining Franchisee, its officers, agents, employees and all others acting in concert with them, from transferring or assigning or otherwise disposing of any interest in the Cable System, (ii) appointing a receiver, acceptable to the City, who shall forthwith assume the management of the Cable System in accordance with the terms and conditions of this Franchise Agreement, and (iii) requiring all subscription fees, Installation fees and all other fees payable to Franchisee to be paid into an escrow account which shall be subject to release to Franchisee only on order of the Court.
 - (2) The immediate termination of this Franchise Agreement and acceleration of all the obligations and rights thereunder, including, but not limited to those described in Section 27 of this Franchise Agreement.
- (B) Franchisee shall notify the City Clerk in writing of any occurrence which constitutes a transfer not in accordance with the provisions of SMC 10.27A.395 or this Franchise Agreement.
- (C) Franchisee shall notify the City Attorney in writing of the entry of any judgment against Franchisee which would negatively affect the continued operation of this Cable System within seventy-two (72) hours of the occurrence of such event.

SECTION 22.
LETTER OF CREDIT; PERFORMANCE SECURITY FOR OBLIGATIONS.

- (A) In accordance with SMC 10.27.330, Franchisee shall maintain security, hereafter referenced as "Performance Security" as follows: Franchisee, based upon its past performance, shall secure and maintain a performance bond in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). If at any time thereafter, Franchisee does not continue to maintain a fully compliant rating (no claim against the performance bond which has been sustained following all applicable appeals), the City may require the performance bond to be replaced by a letter of credit sufficient to cover one hundred fifty percent (150%) of draws as reasonable estimated by the City, but not less than One Hundred Thousand and No/100 Dollars (\$100,000.00), upon sixty (60) days written notice to Franchisee. Upon petition by Franchisee and sufficient showing of adequacy, the City may permit an escrow deposit or combination escrow deposit and letter of credit.
- (B) If this Franchise Agreement is transferred for reasons requiring consent of the City, the Performance Security requirement may be modified as required by the City, up to the amount set in SMC 10.27A.330.

- (C) Failure to deposit said Performance Security or the failure to maintain the Performance Security, in the full amount required herein, in effect during the entire term of this Franchise Agreement, and of any renewal or extension thereof, shall constitute a material breach of this Franchise Agreement.
- (D) The City reserves the right to impose additional construction bond requirements upon the Franchisee, pursuant to the generally applicable terms and provisions of the Spokane' Municipal Code, regarding Franchisee's construction in the Public Right of Way.

SECTION 23.
PROCEDURE FOR DRAWING ON PERFORMANCE SECURITY.

- (A) Except as provided in Section 30 with respect to delinquent Franchise Fee and PEG Fee payments, the conditions applicable to the City's right to draw on the Performance Security are stated in Sections 23-26. The procedure for drawing on the Performance Security shall be as follows:
 - (1) If the Franchisee fails to make timely payment to the City of any amount due under this Franchise Agreement other than Franchise Fee or PEG Fee payments and taxes, the City shall have the right to draw on the Performance Security following seven (7) days advance written notice to Franchisee, including the notice information required in Section 24(A), unless the amount due is received within such seven (7) day period. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security up to the amount of nonpayment, plus applicable interest and penalties, following the initial seven (7) day notice period. [Cross reference SMC 10.27A.310]
 - (2) If the Franchisee fails to take timely action as requested by the City with respect to its facilities in the Public Rights of Way which might expose the City to loss or liability, the City shall have the right to draw on the Performance Security an amount reasonably sufficient to prevent or offset the loss or liability, first giving twenty (20) days advance written notice to Franchisee, including the notice information required in Section 24(A). If no Franchisee response is received within twenty (20) day period or if Franchisee has not already cured, the City may proceed to draw on the Performance Security. If a written Franchisee response is received within such period, the City shall then wait at least ten (10) days before making any draw on the Performance Security. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security. This does not limit the City's rights to take any actions necessary in case of emergencies or the right of either party to seek injunctive relief in a proper case.
 - (3) The time periods for lawful withdrawal referenced in Section 23(A) (1) and (2) above, may be extended by City in writing in City's discretion. For any other reason besides Section 23(A) (1) and (2) above, Franchisee may request a hearing under Section 26 prior to a City draw on Performance Security. This limitation expires upon expiration of the time to request the hearing, or if one is requested, it expires thirty (30) days after the municipal hearings process is concluded, whether or not further court review is requested. This shall not limit the right of Franchisee to seek injunctive relief in appropriate cases with respect to said draw.
- (B) Upon drawing funds from the Performance Security, the City shall give written notice thereof the Franchisee. Not later than thirty (30) days after the mailing or delivery of notice from City to Franchisee indicating a draw, Franchisee must restore the Performance Security to its full required amount.
- (C) The collection by City of any damages, monies or penalties from the Performance Security shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Performance Security be deemed a waiver of any right of City pursuant to this Franchise Agreement, except as provided with respect to liquidated damages or as provided in Section 23.

SECTION 24.
ENFORCEMENT.

- (A) This section does not apply to revocation of the Franchise Agreement. Whenever the City seeks to enforce the Franchise Agreement, it shall first provide written notice to the Franchisee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise Agreement may be modified by written stipulation of the City and Franchisee, except time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.
- (B) Except in case of urgency or public need relating to management of the Public Right of Way as reasonably determined by the City, the Franchisee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) contesting it; or
 - (2) accepting it and agreeing to cure as requested within time limits specified; or
 - (3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the official informed as to the steps to be taken and a projected completion date.
- (C) If the official is not satisfied with the response, they shall notify the Franchisee in writing. Franchisee may thereafter request a hearing thereafter as provided in Section 26(C).
- (D) Code Violations. Franchisee agrees the City may elect to enforce any provision of the Spokane Municipal Code without regard to this Franchise Agreement.

SECTION 25.
LIQUIDATED DAMAGES.

- (A) Because Franchisee's failure to comply with the provisions of this Franchise Agreement will result in damage to the City and because it will be impractical to determine the actual amount of such damages, the City and Franchisee hereby agree upon and specify certain amounts set forth hereafter in this section which represent both parties' best estimate of the damages.
- (B) The City shall specify any damages subject to this section and shall include such information in the notice sent to Franchisee required under Section 24(A). Such a notice may provide for damages sustained prior to the notice where so provided, and subsequent thereto pending compliance by Franchisee.
- (C) To the extent that the City elects to assess liquidated damages as provided in this section and such liquidated damages have been paid, the parties agree that this shall be the City's sole and exclusive damage remedy in lieu of actual damages; provided, that this shall not limit the right of the City to seek equitable or other relief as reserved in Section 26(C).
- (D) Unless otherwise provided, liquidated damages do not accrue after the timely filing of a request for hearing by Franchisee until the time of a decision from the hearing. Nothing in this section prevents the parties from settling any dispute relating to liquidated damages by mutual stipulation.
- (E) Franchisee may cure the breach or violation within the time specified to petition for review to the City's satisfaction, whereupon no liquidated damages are assessed.
- (F) After fulfilling the procedure required under Section 24, Franchisee has thirty (30) days to pay such amounts. If not paid thereafter, liquidated damages shall be immediately payable from the Performance Security, without further notice, upon demand by the City and a statement that the provisions of this section have been fulfilled. Franchisee may seek review of any assessment of liquidated damages under Section 26.
- (G) Schedule of Liquidated Damages. Liquidated damages are set as follows. All amounts accrue per day but not beyond the number of days to exceed the amount of Ten Thousand and No/100 Dollars (\$10,000) per twelve (12) month period unless specifically provided. Nothing requires the City to assess liquidated damages, acting in its sole discretion, but such non-assessment does not operate as waiver or estoppel upon the City.
- (1) For failure to provide Cable Service as promised in Section 16 of this Franchise Agreement, Five Hundred and No/100 Dollars (\$500) per day,
 - (2) For failure to provide data, documents, reports and information as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day per each separate violation.
 - (3) For failure to conduct tests as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day.
 - (4) For failure to comply with PEG Access requirements outlined in Section 19, One Hundred Fifty and No/100 Dollars (\$150) per day.
 - (5) For failure to answer Subscriber telephone calls in accordance with the standards in SMC 10.27A.700(B)(1) of the Spokane Municipal Code, as incorporated by reference in Section 33(A) of this Franchise Agreement, in any calendar quarter where Franchisee fails to meet the applicable standard and performs at eighty percent (80%) or above, Franchisee shall pay the City Five Hundred and No/100 Dollars (\$500); in any calendar quarter where Franchisee fails to meet the applicable standard and perform at less than eighty percent (80%) but at least seventy percent (70%), Franchisee shall pay the City Two Thousand Five Hundred and No/100 Dollars (\$2,500); in any calendar quarter where Franchisee fails to meet the applicable standard and performs at less than seventy percent (70%), the Franchisee shall pay the City Five Thousand

and No/100 Dollars (\$5,000). NOTE: Franchisee will be deemed to have complied with the applicable telephone call answering and wait time standards whenever a Subscriber call is connected to an automated answering system within thirty (30) seconds after the call first rings and the Subscriber is transferred to a customer service representative within thirty (30) seconds after the Subscriber makes an automated or voice request to be so transferred.

- (6) For any violation of the any other customer service standard, One Hundred and No/100 Dollars (\$100) per day per violation, not to exceed One Thousand and No/100 Dollars (\$1,000) for any single violation.
- (7) Failure to maintain insurance or Performance Security as required in this Franchise Agreement Five Hundred and No/100 Dollars (\$500) per day. NOTE: for this item, there is no cure privilege, no abeyance pending any hearing, or forgiveness of liquidated damages because of absence of prior violation or breach. There is further no limitation on cumulative liquidated damages for this item.
- (8) Failure to indemnify the City as required in Section 25: Five Hundred and No/100 Dollars (\$500) per day. NOTE: this assessment is for delay only and does not excuse any other actual damages for failure to indemnify.
- (9) Failure to pay liquidated damages lawfully assessed under this Franchise Agreement, where the same have not been otherwise recovered from the Performance Security: one percent (1%) of the unpaid amount per month. There is no cumulative limitation on the amount of this item, no right of cure beyond any extended prior to the assessment of liquidated damages and no abeyance pending any hearings or appeal process beyond that as may have been previously extended at the time such liquidated damages were initially assessed.
- (10) For all other violations of the Franchise Agreement for which actual damages may not be ascertainable: One Hundred and No/100 Dollars (\$100) per day for each violation.
- (11) Where Franchisee has three (3) or more of the same violation or breach events (an "event" may involve multiple customers, but is discrete in time or circumstances) within any twelve (12) month period, all applicable damages amounts are doubled.

SECTION 26. HEARINGS.

Except for revocation matters, which are dealt with in Section 27, Franchisee may request a hearing as follows:

- (A) Franchisee files a written request within fourteen (14) days of receipt of a decision it wants reviewed with the City Administrator. The request does not stay the effect of the decision or obligation to comply or exercise of any remedy available to the City except as otherwise provided. The City Administrator may conduct the hearing or appoint an alternate hearings officer, who shall not be the person issuing the order or such person's subordinate. For matters exceeding Twenty-five Thousand and No/100 Dollars (\$25,000) reasonably estimated value in controversy as determined by the City Administrator, the Franchisee may file a request that the City Hearings Examiner conduct the hearing. A reasonable filing fee may be set by the Hearings Examiner or generally applicable ordinances. If not otherwise provided, the filing fee is One Hundred and No/100 Dollars (\$100).
- (B) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The official conducting the hearing is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape, for matters involving Twenty-five Thousand and No/100 Dollars (\$25,000) reasonable estimated value amount in controversy. A written decision shall be issued within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction in Spokane County within thirty (30) days.
- (C) Except where otherwise provided, at the conclusion of the City hearings process, if Franchisee remains in default, it shall correct said default in fifteen (15) days or as otherwise ordered by the City. In the event the Franchisee does not cure within such time to the City's reasonable satisfaction, the City may draw from the Performance Security any liquidated damages or penalties resulting from Franchisee's default if not already done or await the conclusion of the judicial process. Nothing herein limits the City's right to seek any other relief as provided in Section 26.
 - (1) If liquidated damages have not been assessed and paid, seek any other legal or equitable relief as provided by contract or at law and/or
 - (2) await the conclusion of any judicial review process.

- (3) In the case of a default of a material provision of this Franchise Agreement, nothing herein limits the City's right to seek to revoke this Franchise Agreement in accordance with Section 27 and/or assert such default as a basis for non-renewal or non-extension of the Franchise Agreement.
- (4) Where Franchisee seeks judicial review and ultimately prevails, any money judgment against the City shall be paid or may thereafter be offset by Franchisee, in Franchisee's discretion, against further Franchise Fee payments due to the City. In such event, Franchisee shall notify the City at least sixty (60) days prior to apply the offset.

**SECTION 27.
REVOCATION.**

- (A) The City may revoke this Franchise Agreement and rescind all rights and privileges associated with this Franchise Agreement in the following circumstances:
 - (1) Franchisee fails to perform any material obligation under this Franchise Agreement; or
 - (2) Franchisee attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the City or Subscribers.
- (B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.
- (C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. The Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.
 - (1) At such proceeding, the Franchisee and City staff shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence. Franchisee may request or the City may refer the matter to be heard by the City's hearing examiner. A complete verbatim record and transcript or video tape shall be made of such proceeding and the cost shall be shared equally between the parties. The City shall maintain a record of such proceeding consistent with its record retention policies. Nothing herein prohibits Franchisee from paying to create a written transcript of the proceeding. The City Council shall hear any Persons interested in the revocation, and shall allow the Franchisee, in particular, an opportunity to state its position on the matter reserving the right to set reasonable time limits or refer extended presentations to the City hearing examiner.
 - (2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise Agreement; or if the breach at issue is capable of being cured by the Franchisee, it shall direct the Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that are reasonable under the circumstances, as determined in City's sole discretion. If the City Council determines that the Franchise Agreement is to be revoked, the City Council shall issue a written decision and shall transmit a copy of the decision to the Franchisee. The Franchisee shall be bound by the City Council's decision to revoke the Franchise Agreement unless it appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision. Upon timely appeal, the effect of revocation is stayed pending final judicial resolution, but this shall not affect accrual of penalties or the right of the City to take any other enforcement action, including curing the default at Franchisee's expense and liability, also subject to judicial review.
 - (3) The Franchisee shall be entitled to such relief as the court may deem appropriate.
- (D) The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation.

**SECTION 28.
INSURANCE, BONDS, INDEMNITY.**

- (A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, written evidence of payment of premiums for and a certificate of insurance, naming the City as an additional insured, with a company licensed to do business in the State of Washington with a rating by A.M. Best and Co. of not less than "A" or equivalent, for the following:
 - (1) A comprehensive commercial or general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend

the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Franchisee under this Franchise Agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000) per occurrence and Five Million and No/100 Dollars (\$5,000,000) in the annual aggregate.

- (2) A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Franchisee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars (\$1,000,000) per Person and Five Million and No/100 Dollars (\$5,000,000) in any one (1) accident or occurrence.
- (B) If the Franchisee undertakes any construction with regard to the Cable System, the cost of which exceeds Five Hundred Thousand and No/100 Dollars (\$500,000), the Franchisee shall maintain a construction bond in accordance with SMC 10.27A.320(B).
- (C) Not less than thirty (30) days prior to its expiration, Franchisee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise Agreement and SMC 10.27A.320.
- (D) The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for damage arising out of the construction, reconstruction, use, operation, ownership and maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, commissions, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee's Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.
- (E) Failure to comply with the provisions this section shall constitute a material breach of this Franchise Agreement.
- (F) Franchisee waives immunity under Title 51 RCW to the extent necessary to fulfill its indemnity obligation. This provision has been specifically negotiated.

SECTION 29. REPORTS.

- (A) The City has the right to inspect books and records of Franchisee, which are reasonably necessary to monitor the Franchisee's compliance with the provision of Cable Services under this Franchise Agreement. Within five (5) days of receiving written notice from the City to inspect the Franchisee's books and records under this provision, the Franchisee shall within ten (10) business days or a mutually agreeable date and time, accommodate the City's request at the Franchisee's business office in the City, during Normal Business Hours, and without unreasonably interfering with the Franchisee's business operations. All such documents pertaining to financial matters shall be preserved and maintained in accordance with Franchisee's standard record retention policy except for financial records which are governed by Section 30(D) hereof.
- (B) Proprietary and Confidential Information. The City has the right to request a copy of the books and records that are not identified as proprietary or confidential as described under this paragraph. The City shall have a right to inspect within the City, but the Franchisee shall not be required to release information that it reasonably deems to be proprietary or confidential in nature provided that this shall not prevent the release of such proprietary or

confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Franchisee's concerns regarding confidentiality. The City agrees not to oppose any request for confidentiality.

- (C) In the event the Franchisee asserts that certain information is proprietary or confidential in nature, the Franchisee shall identify generally the information which it deems proprietary and confidential and the reasons for its confidentiality in writing to the City. Each page of such information provided will be clearly marked as "proprietary and confidential." The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The City shall not retain information designated as proprietary or confidential by Franchisee for a period of time any longer than necessary to complete its review and any resulting enforcement proceeding therefrom. The City shall certify to Franchisee the destruction of such records.
- (D) The Franchisee shall not be required to provide customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and Franchisee shall have ten (10) business days to file a lawsuit in Spokane County seeking injunctive or other relief should Franchisee choose to oppose such request.
- (E) Franchisee shall provide the quarterly customer service report required in SMC 10.27A.410(A). Such reporting requirement may be relieved by the City Administrator in his sole discretion.
- (F) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain a file available for public inspection in the manner required pursuant to the FCC's rules and regulations.
- (G) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints and Franchisee's actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.
- (H) Route Map. In lieu of SMC 10.27A.410(E) and upon 30 (thirty) days written request, the Franchisee shall only provide a route map that depicts, based upon information available, the general location of the Cable System facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also provide in an electronic format generally compatible with the City's electronic mapping system aerial/underground facilities and the centerline road reference to allow City to add this information to City's GIS program.

SECTION 30.
PAYMENT OF FEES AND COSTS.

- (A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment shall be due by forty-five (45) days after the end of each calendar month.
- (B) No acceptance by the City of any payment from Franchisee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.
- (C) Franchisee acknowledges and agrees that the Franchise Fees payable by Franchisee to City pursuant to this Franchise Agreement as well as capital support provided by Franchisee for PEG access equipment and facilities are authorized under the Cable Act and shall not be deemed to be in the nature of a federal, state or local tax.
- (D) Any Franchise Fee payments owing pursuant to this Franchise Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum.
- (E) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at a location agreed upon with the Franchisee, the City shall have the right to inspect the Franchisee's financial

records used to calculate the City's Franchise Fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's Franchise Fees consistent with the currently applicable state statute of limitations.

(F) Failure to comply with this section shall constitute a material breach of the Franchise Agreement.

SECTION 31.
SERVICE OF NOTICE.

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City Administrator forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City Administrator
 City of Spokane
 5th Floor Municipal Building
 W 808 Spokane Falls Boulevard

If to Franchisee:
 General Manager
 Comcast Cable Communications Management, LLC
 1717 East Buckeye Avenue
 Spokane, Washington 99207

Non-binding Government Affairs Department
Courtesy Comcast Cable Communications Management, LLC
Copy: 15815 25th Avenue W
 Lynnwood, Washington 98087

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 32.
SUCCESSORS AND ASSIGNS.

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 33.
CUSTOMER SERVICE STANDARDS.

(A) Customer Service Standards. Franchisee shall satisfy the consumer protection and service standards as outlined in SMC 10.27A.700 during the term of this Franchise Agreement. The City hereby further adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with SMC 10.27A.700 and the customer service requirements established by the FCC.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal privacy laws pertaining to Cable Services, including Section 631 of the Cable Act and regulations adopted pursuant thereto. The City reserves any right it may have to impose subscriber privacy standards if the Franchisee is no longer subject to federal requirements concerning subscriber privacy.

SECTION 34.
REMEDIES CUMULATIVE.

The rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

SECTION 35.
MISCELLANEOUS PROVISIONS.

- (A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement of SMC 10.27A.700, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.
- (B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- (C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.
- (D) In-Kind Cable-Related Contributions.
- (1) To the extent lawful under federal law, the Franchisee may, if Franchisee so chooses, provide the City with a written list of "in-kind cable-related contributions" (as that term is defined by the FCC in the Section 621 Order) that the Franchise Agreement requires Franchisee to provide (including but not limited to the Complimentary Service requirements in Section 16(C) and any PEG Transport required by Section 19(H)). Within ninety (90) days of receiving the aforementioned list, the City will notify the Franchisee whether, with respect to each identified in-kind cable-related contribution, the Franchisee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Franchisee taking an offset to the Franchise Fee payments payable under Section 30(A) as may be permitted by the Section 621 Order or to the Franchisee and the City agreeing to a separately identified charge payable by the City to the Franchisee.
 - (2) In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Franchisee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. If allowed by subsequent state and federal law, the City may require Franchisee to provide Complimentary Service to the sites set forth in Exhibit A and PEG transport as provided in Section 19(H) for the remaining Franchise term at no charge. Nothing herein waives the City's right to enforce Franchisee's compliance with all lawful obligations contained in this Franchise Agreement.
- (E) Contract: State and Federal Law. This Franchise Agreement has been reviewed by both the City and Franchisee and each party agrees that the document is valid under applicable state and federal law and each party agrees to be bound by its provisions subject to Section 35 (B) herein. Subject to this protection both parties reserve any rights, substantive or procedural, they may have under federal or state law.

SECTION 36.
APPLICABLE LAW.

This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

Attachment on file in the City Clerk's Office.

Passed by City Council December 14, 2020
Delivered to Mayor December 21, 2020

ORDINANCE NO. C35971

An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2020; and

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

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2020, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2021 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2021, as set forth in the document attached hereto and entitled, "2021 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2021 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2021 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2021 as set forth in the "2021 Adopted Budget, City of Spokane, Washington."

| FUNDS | Total Estimated Revenues | Appropriated Beginning Fund Balances | Est. Revenues & Approp. Fund Balance | Total Appropriations |
|----------------------------------|--------------------------|--------------------------------------|--------------------------------------|----------------------|
| General Fund | \$207,635,413 | \$934,484 | \$208,569,897 | \$208,569,897 |
| Special Revenue Funds | | | | |
| Street Maintenance | 27,324,905 | - | 27,324,905 | 26,680,600 |
| Code Enforcement | 2,203,426 | 149,436 | 2,352,862 | 2,352,862 |
| Library | 10,886,174 | - | 10,886,174 | 10,679,899 |
| Historic Preservation Incentive | 9,180 | 5,820 | 15,000 | 15,000 |
| Pension Contributions (LEOFF) | 10,397,066 | - | 10,397,066 | 10,397,066 |
| Miscellaneous Grants | 935,000 | - | 935,000 | 935,000 |
| Domestic Violence Prevention | 500 | - | 500 | 500 |
| Traffic Calming Measures | 4,681,235 | - | 4,681,235 | 4,475,882 |
| Urban Forestry Fund | 20,000 | - | 20,000 | 20,000 |
| Parks and Recreation | 23,622,056 | - | 23,622,056 | 23,090,463 |
| Under Freeway Parking | 168,856 | - | 168,856 | 168,642 |
| Parking Meter Revenue Fund | 5,046,000 | 10,864 | 5,056,864 | 5,056,864 |
| Paths and Trails Reserve | 134,088 | 110,312 | 244,400 | 244,400 |
| Spokane Regional Emergency Comms | 166,976 | - | 166,976 | 157,857 |

| | | | | |
|--|------------|------------|------------|------------|
| Human Services Grants Fund | 16,546,838 | 500,000 | 17,046,838 | 17,046,838 |
| Continuum of Care | 4,188,363 | - | 4,188,363 | 4,188,363 |
| Forfeitures & Contributions (SPD) | 400,900 | 121,850 | 522,750 | 522,750 |
| Intermodal Facility Operation | 872,254 | - | 872,254 | 872,254 |
| Hotel/Motel Tax | 4,451,250 | 6,934 | 4,458,184 | 4,458,184 |
| Capital Improvement Program | 10 | 84,040 | 84,050 | 84,050 |
| Real Estate Excise Tax | 2,745,944 | - | 2,745,944 | 1,268,089 |
| Public Safety & Judicial Grants | 1,595,486 | - | 1,595,486 | 1,577,822 |
| Public Safety Personnel Fund | 6,932,500 | - | 6,932,500 | 5,371,800 |
| Combined Communications Center | 2,397,484 | 2,692,716 | 5,090,200 | 5,090,200 |
| Communications Building M&O | 286,965 | 323,919 | 610,884 | 610,884 |
| Community Development Fund | 15,000 | 17,000 | 32,000 | 32,000 |
| Comm Development Block Grants | 9,800,000 | - | 9,800,000 | 9,800,000 |
| CDBG Revolving Loan Fund | 2,410,000 | 600,000 | 3,010,000 | 3,010,000 |
| Misc Comm Develop Grants | 31,000 | 1,729,000 | 1,760,000 | 1,760,000 |
| Home Program | 3,139,774 | - | 3,139,774 | 3,139,774 |
| Home Revolving Loan Fund | 380,000 | 1,000,000 | 1,380,000 | 1,380,000 |
| Housing Assistance Program | 11,500 | 170,000 | 181,500 | 181,500 |
| Affordable & Supportive Housing Fund | 402,274 | 260,000 | 662,274 | 662,274 |
| Hope Acquisition Fund | 17,500 | 550,000 | 567,500 | 567,500 |
| Housing Trust Grant Fund | 4,500 | 213,000 | 217,500 | 217,500 |
| Rental Rehabilitation Fund | 428,000 | 820,000 | 1,248,000 | 1,248,000 |
| Trial Court Improvement Fund | 64,608 | - | 64,608 | 64,608 |
| Criminal Justice Assistance (Detention) | 5,670,000 | 2,224,120 | 7,894,120 | 7,894,120 |
| Financial Partnership Fund | 190,000 | - | 190,000 | 189,745 |
| Channel Five Equipment Reserve | 230,430 | 120 | 230,550 | 230,550 |
| Park Cumulative Reserve | 1,057,981 | 1,097,446 | 2,155,427 | 2,155,427 |
| Fire / EMS | 56,258,953 | - | 56,258,953 | 56,187,461 |
| Defined Contribution Administration | 75,000 | - | 75,000 | 68,787 |
| VOYA Defined Contribution Administration | 27,500 | - | 27,500 | 27,500 |
| Transportation Benefit Fund | 3,206,971 | 3,664,537 | 6,871,508 | 6,871,508 |
| | | | | |
| Debt Service Funds | | | | |
| GO Bond Redemption | 16,428,140 | - | 16,428,140 | 16,428,140 |
| Special Assessment Debt | 530,000 | - | 530,000 | 317,834 |
| Special Assessment Guaranty | 2,500 | 5,500 | 8,000 | 8,000 |
| Iron Bridge TIF Debt Service | 77,500 | 23,861 | 101,361 | 101,361 |
| University District LRF Debt Service | 275,000 | - | 275,000 | 23,709 |
| | | | | |
| Capital Projects Funds | | | | |
| Improvement Proj Cost Fund 2001 | - | 35,196 | 35,196 | 35,196 |
| General Capital Improvements | - | 20,000 | 20,000 | 20,000 |
| Arterial Street | 28,283,074 | - | 28,283,074 | 24,816,397 |
| Capital Improvements 2015 Park | - | 910,000 | 910,000 | 910,000 |
| Capital Improvements 1995 | - | 40,778 | 40,778 | 40,778 |
| Capital Improvements 2018 Library | 345,441 | 24,829,066 | 25,174,507 | 25,174,507 |
| Kendall Yards TIF | 375,500 | - | 375,500 | 375,500 |
| West Quadrant TIF | 360,500 | 672,517 | 1,033,017 | 1,033,017 |
| University District LRF | 73,250 | 259,532 | 332,782 | 332,782 |

| Enterprise Funds | | | | |
|--------------------------------------|----------------------|----------------------|------------------------|----------------------|
| Water | 49,810,213 | 2,339,742 | 52,149,955 | 52,149,955 |
| Water/WW Debt Service | 13,547,528 | - | 13,547,528 | 13,547,528 |
| Integrated Capital Management | 64,580,093 | 29,294,704 | 93,874,797 | 93,874,797 |
| Sewer | 63,619,282 | 3,181,787 | 66,801,069 | 66,801,069 |
| Solid Waste Fund | 78,451,339 | 8,932,252 | 87,383,591 | 87,383,591 |
| Golf | 4,025,270 | - | 4,025,270 | 3,750,501 |
| Development Services Center | 8,469,961 | - | 8,469,961 | 8,169,922 |
| Internal Service Funds | | | | |
| Fleet Services | 14,625,016 | - | 14,625,016 | 14,583,472 |
| Fleet Services Equipment Replacement | 2,090,232 | - | 2,090,232 | 1,554,000 |
| Public Works and Utilities | 5,814,447 | - | 5,814,447 | 5,774,385 |
| Information Technology (IT) | 12,200,437 | 46,457 | 12,246,894 | 12,246,894 |
| IT Capital Replacement | 1,381,068 | 1,038,299 | 2,419,367 | 2,419,367 |
| Reprographics | 722,482 | - | 722,482 | 718,813 |
| Purchasing & Stores | 887,226 | 34,406 | 921,632 | 921,632 |
| Accounting Services | 4,271,989 | 422,305 | 4,694,294 | 4,694,294 |
| My Spokane | 1,547,517 | 21,859 | 1,569,376 | 1,569,376 |
| Office of Performance Management | 1,563,911 | - | 1,563,911 | 1,560,427 |
| Risk Management | 2,060,000 | 3,699,101 | 5,759,101 | 5,759,101 |
| Workers' Compensation | 5,075,500 | 1,661,764 | 6,737,264 | 6,737,264 |
| Unemployment Compensation | 304,000 | 289,793 | 593,793 | 593,793 |
| Employee Benefits | 44,727,354 | 2,305,025 | 47,032,379 | 47,032,379 |
| Asset Management Operations | 3,158,338 | - | 3,158,338 | 3,154,278 |
| Asset Management Capital | 13,972,447 | 242,907 | 14,215,354 | 14,215,354 |
| Property Acquisition Police | 2,277,921 | - | 2,277,921 | 0 |
| Property Acquisition Fire | 2,180,096 | - | 2,180,096 | 0 |
| Trust and Agency Funds | | | | |
| Finch Memorial Arboretum | 8,000 | 8,000 | 16,000 | 16,000 |
| Employees' Retirement (SERS) | 30,424,000 | 5,964,927 | 36,388,927 | 36,388,927 |
| Firefighters' Pension Fund | 4,532,066 | 838,974 | 5,371,040 | 5,371,040 |
| Police Pension Fund | 4,345,500 | 99 | 4,345,599 | 4,345,599 |
| Building Code Records Management | 60,000 | - | 60,000 | 60,000 |
| Municipal Court | 1,500,100 | - | 1,500,100 | 1,500,100 |
| TOTAL FUNDS | \$906,054,098 | \$104,404,449 | \$1,010,458,547 | \$996,135,499 |

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2021 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

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

Passed by City Council December 14, 2020
Delivered to Mayor December 21, 2020

Ordinance No. C35974

AN ORDINANCE RELATING TO APPLICATION FILE Z19-502COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "OFFICE" FOR APPROXIMATELY 0.23 ACRES LOCATED AT 2820 AND 2826 S RAY STREET (PARCELS 35273.0305, AND 35273.0306) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "OFFICE (O-35)" FOR THOSE PARCELS; AND AMENDING MAP LU 1 FROM "RESIDENTIAL 4-10" TO "RESIDENTIAL 10-20" FOR 0.39 ACRES LOCATED AT 3203 AND 3207 E 29TH AVENUE (PARCELS 35273.0219 AND 35273.0220) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "RESIDENTIAL TWO-FAMILY (RTF)" FOR THOSE PARCELS.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z19-502COMP was submitted in a timely manner for review during the City's 2019/2020 Comprehensive Plan amendment cycle and was considered by the City concurrently with all other amendment proposals in order to ascertain the cumulative effect of all of the proposals; and

WHEREAS, as originally proposed, Application Z19-502COMP sought to amend the Land Use Plan Map of the City's Comprehensive Plan for 0.61 acres from "Residential 4-10" to "Office"; the implementing zoning destination requested was "Office (O-35)"; and

WHEREAS, staff requested comments from agencies and departments on May 11, 2020, and a public comment period ran from June 8, 2020 to August 7, 2020; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 25, 2020; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 24, 2020 for the amendment to the Comprehensive Plan, the comment period for which ended on September 14, 2020; and

WHEREAS, a staff report for Application Z19-502COMP reviewed all the criteria relevant to consideration of the application was published on August 25, 2020 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on August 26, 2020 and September 2, 2020; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on August 26, 2020; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on September 9, 2020, during which the public record was closed; and

WHEREAS, the Spokane Plan Commission held a public hearing, during which they deliberated this and all other Comprehensive Plan Amendment applications, on September 23, 2020; and

WHEREAS, the Spokane Plan Commission found that Application Z19-502COMP as it concerns parcels 35273.0219 and 35273.0220 is inconsistent with the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z19-502COMP as it concerns 35273.0305 and 35273.0306 is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission voted 9 to 0 to recommend denial of the proposal as it concerns parcels 35273.0219 and 35273.0220; and

WHEREAS, the Spokane Plan Commission voted 9 to 0 to recommend approval of the proposal as it concerns parcels 35273.0305 and 35273.0306; and

WHEREAS, during its hearing on the proposal, the City Council remanded the application back to the Plan Commission to consider a recommendation to modify the proposal to provide for a Land Use Plan Map Designation of "Residential 15-30" and a zoning of "Residential Multi-Family (RMF)" for parcels 35273.0219 and 35273.0220, to gather public input on that possible modification, and to return the item to City Council for their December 14, 2020 meeting; and

WHEREAS, the Plan Commission held a hearing on the remand on December 9, 2020, during which public testimony was received; and

WHEREAS, the Plan Commission voted 7 to 1, with one abstention, to recommend modifying the proposal with respect to parcels 35273.0219 and 35273.0220 to a Land Use Plan Map designation of "Residential 10-20" and a zoning of "Residential Two-Family (RTF)"; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission (including those on remand) for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z19-502COMP is approved.
2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 4-10" to "Office" for parcels 35273.0305 and 35273.0306, an area of 0.23 acres, and amended to "Residential 10-20" for parcels 35273.0219 and 35273.0220, an area of 0.38 acres, as shown in Exhibits A and B and described in Exhibit E.
3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Single Family" to "Office (O35)" for parcels 35273.0305 and 35273.0306 and to "Residential Two-Family (RTF)" for parcels 35273.0219 and 35273.0220, as shown in Exhibits C and D and described in Exhibit E.

Attachments on file in the City Clerk's Office.

Passed by City Council December 14, 2020
Delivered to Mayor December 21, 2020

ORDINANCE C35992

An ordinance relating to the executive and administrative organization of the City; amending sections 03.01A.215, 03.01A.220, 03.01A.260, 03.01A.310, 03.01A.315, 03.01A.340, 03.01A.365, 03.01A.415, 03.01A.500, and 03.01A.520; and repealing section 03.01A.225 of the Spokane Municipal Code.

Now, therefore, the City of Spokane does ordain:

Section 1. That Section 03.01A.215 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.215 Accounting

- ~~((A. The accounting department provides various accounting services, including accounts payable, accounts receivable, payroll, purchasing, inventory, and budget control, for the City administration and some joint governmental agencies. The department compiles and produces the City's combined annual financial statements. It disseminates and monitors financial policies and internal controls, and provides analysis and reporting.~~
- ~~B. The director of accounting serves on the City investment board.~~
- ~~C. The purchasing section is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; maintaining and accounting for inventories; and the disposal of surplus property. The director of accounting, or a designee, is a permanent member of the committee to receive bids.))~~

The Accounting Department is a financial administrative department responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, and administration of some joint governmental agencies. The department is managed by the Accounting Director, who also serves on the City Investment Board.

Section 2. That Section 03.01A.220 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.220 ((Asset)) Facilities Management ((Group))

- ~~((The asset management group provides focused leadership in maintaining and managing the City's hard assets.))~~
The Facilities Management Department is responsible for maintaining and operating many of the City's municipal buildings, including preventive facility maintenance, emergency repairs, boiler inspections, minor repairs and other work on City facilities, coordinating major repairs and modifications by contract, reviewing plans for new facilities, and maintaining equipment inspection records as required by federal and state laws.

Section 3. That Section 03.01A.225 of the Spokane Municipal Code (Economic Services Department) is hereby repealed in its entirety.

Section 4. That Section 03.01A.260 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.260 Finance, Treasury and Administration

- ~~((A. The chief financial officer shall coordinate all debt issuances and supervise all other finance and treasury functions of the City. The chief financial officer shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial and budget updates. The chief financial officer shall attend all meetings of the city council finance and administration committee, apprise the committee of the activities that he/she is responsible for and provide the committee any information related to these activities that is requested. The chief~~

~~financial officer shall oversee all finance and treasury related departments and functions including the finance, treasury and administration department and the management and budget department. Department heads and managers of the finance and budget departments shall report to the chief financial officer~~

- ~~B. The finance and administration department manages the accounting, budgeting, grants and contracts management, asset management and risk management functions of the City, and is responsible for maintaining sound fiscal management practices throughout the City. The director of finance and administration shall present to city council committees regarding changes in past practices or procedures or recommended ordinance amendments deemed necessary to maintain or increase the efficiency or effectiveness of the financial services division or the financial operations of the City.~~
- ~~C. The City treasurer is responsible for receiving, investing, safekeeping and accounting for cash of the City; issuing, paying and redeeming City bonds; collecting local improvement district and parking and business improvement district assessments, utility bill payments, and accounts receivable payments and tax payments; accepting and paying City warrants; providing federal tax reporting on arbitrage; and billing, managing taxes and licenses. The city treasurer is a member of the fire pension board and the police relief and pension board. The city treasurer also serves on the City investment board.)~~
- A. The Finance, Treasury, and Administration Division/Department is responsible for managing all the fiscal affairs of the City. The department provides financial and management information, control, and guidance to the Mayor, City Council, department directors and agencies. The division/department is managed by the Chief Financial Officer.
- B. The Chief Financial Officer has the primary responsibility for managing the City's finances, including financial planning, managing of financial risk, record-keeping, and financial reporting. The Chief Financial Officer shall regularly communicate to the city council on matters material to the City's financial condition, including quarterly financial and budget updates. The Chief Financial Officer shall attend all meetings of the city council finance and administration committee, apprise the committee of the activities that he/she is responsible for and provide the committee any information related to these activities that is requested. As City treasurer, the Chief Financial Officer is also responsible for receiving, investing, safekeeping and accounting for cash of the City; issuing, paying and redeeming City bonds; collecting local improvement district and parking and business improvement district assessments, utility bill payments, and accounts receivable payments and tax payments; accepting and paying City warrants; providing federal tax reporting on arbitrage; and billing, managing taxes and licenses. The city treasurer is a member of the fire pension board and the police relief and pension board. The city treasurer also serves on the City investment board. The Finance, Treasury, and Administration division/department manages all administrative financial departments and functions of the City and is responsible for maintaining sound fiscal management practices throughout the City.

Section 5. That Section 03.01A.310 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.310 Fleet Services

~~((The fleet services department has three sections:~~

- ~~A. Equipment maintenance, which develops specifications for and administers the acquisition of motor vehicles and other rolling equipment, schedules and performs equipment maintenance and repairs, and maintains replacement schedules, rental rates and equipment history.~~
- ~~B. Facilities maintenance, which provides preventive maintenance, emergency repairs, boiler inspections, minor repairs and other work on City facilities, coordinates major repairs and modifications by contract, reviews plans for new facilities, and maintains equipment inspection records as required by federal and state laws; and~~
- ~~C. Communications management, which manages and maintains communications networks for the police, fire, water, engineering and other departments, develops specifications for equipment acquisition, ensures compliance with Federal Communications Commission requirements, maintains replacements schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.)~~
- A. The Fleet Services Department is responsible for the management of all vehicles and equipment in the City's fleet, including fuel management, installing and maintaining vehicular communication equipment and systems, emergency and preventative maintenance, assisting with the development of specifications for and administering the acquisition of motor vehicles and other rolling equipment, scheduling and performing equipment maintenance and repairs, and maintaining replacement schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.

Section 6. That Section 03.01A.315 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.315 Grants ((Management and Financial Assistance)), Contracts, and Purchasing Department

~~((A. The department of grants management and financial assistance provides centralized management and other support services to city wide activities involving the application, administration reporting and closeout of grants and~~

~~financial assistance awards. The department shall provide centralized consultation and coordination with City administration and city council, to strategically identify and manage the grants and financial assistance opportunities to be pursued by the City and region. The department will coordinate with other jurisdictions and strategic community partners on the identification, application and administration of financial assistance opportunities to improve regional collaboration and competitiveness in obtaining these resources.~~

- ~~B. The director of grants management and financial assistance shall act as the chief compliance officer for all City activities involving grants, loans and other Federal/State funding.~~
- ~~C. The director of grants management and financial assistance shall establish and be responsible for the administration of a centralized grants and financial assistance tracking and management database.~~
- ~~D. The director shall serve as the authorized organization representative for grants and other awards of financial assistance made to the City.)~~
- A. The Grants, Contracts, and Purchasing Department is a financial administrative department responsible for the administration and operational support to program managers including receipt and technical review of grant application, contract engagement and compliance monitoring, relative performance and financial tracking, budget review, and the close out of grants and financial assistance awards. Additionally, the department is responsible for the procurement of public works, goods and services by competitive bid, quote or proposal; processing purchase orders and contracts; managing inventories; and the disposal of surplus property.
- B. The department director shall act as the Chief Compliance & Procurement Officer for all City activities involving purchasing, grants, and other Federal/State funding.

Section 7. That Section 03.01A.365 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.365 Planning and Economic Development Services

The planning and economic development services department is responsible for preparation and maintenance of the comprehensive plan to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; ~~((and))~~ reviews development permits for compliance with land use codes; and promotes economic growth, redevelopment and developer incentives to enhance the quality of life in the community.

- A. The department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- B. Through the administration section, the department serves as staff to the plan commission, design review board and bicycle advisory board.
- C. Any applicant offered the position of director of planning and economic development services for the City of Spokane shall meet or exceed the following qualifications at the time the offer of employment is made:
1. bachelors or masters degree in urban planning, public administration or a related field;
 2. American Institute of Certified Planners (AICP) certification;
 3. minimum of eight years of progressively responsible planning experience;
 4. minimum of four years of experience in a supervisory capacity, including significant experience managing complex projects and management experience related to long-range planning or land use planning;
 5. demonstrated responsibility for budgets exceeding one million dollars;
 6. demonstrated substantial coursework in land use and urban planning principles;
 7. demonstrated knowledge of federal, state and local laws and regulations as they apply to urban planning, particularly with regard to of the State of Washington's Growth Management Act;
 8. demonstrated record of implementing projects consistent with a comprehensive plan or other adopted plans;
 9. demonstrated knowledge of real estate terminology, laws, practices, principles, and regulations;
 10. demonstrated knowledge of basic environmental function and values;
 11. demonstrated skills in oral and written communication to individuals and groups in a public setting; and
 12. demonstrated ability to work across departments and disciplines.

Equivalent combination of education and experience may substitute for the requirements 3-10.

- E. The planning and economic development services director shall be appointed by the mayor, with approval by a majority of the city council, pursuant to section 24 of the city charter.

Section 8. That Section 03.01A.340 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.340 Innovation and Technology Services

- A. The innovation and technology services department is responsible for information technology application and system support, to include electronic mail, telephone system, network infrastructure, city web site, help desk, GIS, datacenter operations, and security and monitoring systems.
- B. The mail room services section collects and distributes interoffice mail and posts outgoing City mail including utility billing invoices.

~~((C. The reprographic services section provides full digital imaging and printing services for the City.))~~

Section 9. That Section 03.01A.415 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.415 Communications and Marketing

- A. The department of communications and marketing informs citizens and employees about important City issues and provides opportunities for increased participation in government. Its efforts focus on three major areas:
1. External communications with the public and the media;
 2. Internal communications with employees; and
 3. Media relations.
- B. The department uses a multi-media approach to provide information; the goal is to provide information in ways that are convenient for citizens and employees.
- C. Cable TV Channel 5.
1. Through City personnel or by contract, the City produces programming for the City government channel (CityCable5) available under the cable television system franchise.
 2. The office of cable TV is operated by a City employee who is appointed by the mayor and confirmed by the city council.
- D. The reprographic services section provides full digital imaging and printing services for the City within the department of communications and marketing.

Section 10. That Section 03.01A.500 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.500 Public Works

The public works department manages the City's public utilities including water, wastewater, and solid waste operations and infrastructure, as well as the City's ~~((vehicle fleet.))~~ integrated capital management, street and engineering departments.

Section 11. That Section 03.01A.520 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.520 Water and Hydroelectric Services

~~((A))~~ The water and hydroelectric services department operates and maintains the public water supply system, including fire protection via public fire hydrants, and hydroelectric generating plant.

~~((B. The director of water and hydroelectric services is appointed by the mayor and confirmed by the city council.))~~

Passed by City Council December 14, 2020

Delivered to Mayor December 21, 2020

ORDINANCE NO. C35994

An ordinance changing the name of Fort George Wright Drive to Whistalks Way.

WHEREAS, a roadway name shall be established or changed by Ordinance upon recommendation of the City Plan Commission, pursuant to Chapter 17D.050A, Spokane Municipal Code; and

WHEREAS, the Plan Commission held a public hearing on October 28, 2020 to obtain public comments on the proposed street re-naming, and continued the hearing to November 11, 2020, after which the Plan Commission closed public testimony, and voted (10-0) in favor of recommending that the City Council change the name of the roadway to Whistalks Way.

NOW, THEREFORE, the City of Spokane does ordain:

That Fort George Wright Drive, extending from Government Way on the west to the south landing of TJ Meenach Bridge on the east, shall be re-named "Whistalks Way."

Passed by City Council December 14, 2020
Delivered to Mayor December 21, 2020

ORDINANCE NO. C35995

An ordinance changing the name of a segment of Shelby Ridge Street to Aviary Ct.

WHEREAS, a roadway name shall be established or changed by Ordinance upon recommendation of the City Plan Commission, pursuant to Chapter 17D.050A, Spokane Municipal Code; and

WHEREAS, the Plan Commission held a public hearing on January 22, 2020 to obtain public comments on the proposed street re-naming, continued to February 12, 2020, and concluded the hearing on February 26, 2020, after which the Plan Commission closed public testimony, and voted (6-0) in favor of recommending that the City Council change the name of the roadway.

NOW, THEREFORE, the City of Spokane does ordain:

That the segment of Shelby Ridge Street, extending from the intersection with S. Summerwood St. on the east to the beginning of the newly platted Aviary Court to the west, shall be re-named "Aviary Court."

Passed by City Council December 14, 2020
Delivered to Mayor December 21, 2020

ORDINANCE NO. C35996

An ordinance amending Ordinance No. C35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

REVENUE:

| FUND: | FUND NAME: | BUDGET CODE: | DESCRIPTION: | AMOUNT: |
|-------|---------------|------------------------|-----------------------|-----------|
| 1970 | Fire/EMS Fund | 1970-35126-99999-34221 | Fire Protection & EMS | \$334,262 |

EXPENSE:

| FUND: | FUND NAME: | BUDGET CODE: | DESCRIPTION: | AMOUNT: |
|-------|---------------|------------------------|---------------------------------|-----------|
| 1970 | Fire/EMS Fund | 1970-35126-22200-51215 | Overtime-Uniform | \$297,386 |
| 1970 | Fire/EMS Fund | 1970-35126-22200-52235 | Pension LEOFF 3.5% | \$14,774 |
| 1970 | Fire/EMS Fund | 1970-35126-22200-54401 | Airfare | \$2,000 |
| 1970 | Fire/EMS Fund | 1970-35126-22200-54408 | Per Diem | \$2,000 |
| 1970 | Fire/EMS Fund | 1970-35126-22200-54407 | Lodging | \$4,000 |
| 1970 | Fire/EMS Fund | 1970-35126-22200-53211 | Vehicle Repair & Maint Supplies | \$14,102 |
| | | | | \$334,262 |

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 costs associated with the 2020 fire season, 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 December 14, 2020
Delivered to Mayor December 21, 2020

ORDINANCE NO. C35997

An ordinance amending Ordinance No. C35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Public Safety Personnel 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 Personnel Fund, and the budget annexed thereto with reference to the Public Safety Personnel Fund, the following changes be made:

REVENUE:

| FUND: | FUND NAME: | BUDGET CODE: | DESCRIPTION: | AMOUNT: |
|-------|------------------------------|------------------------|-----------------------|----------|
| 1625 | Public Safety Personnel Fund | 1625-35126-99999-34221 | Fire Protection & EMS | \$14,366 |

EXPENSE:

| FUND: | FUND NAME: | BUDGET CODE: | DESCRIPTION: | AMOUNT: |
|-------|------------------------------|------------------------|-----------------------|----------|
| 1625 | Public Safety Personnel Fund | 1625-35126-22200-51215 | Overtime-Uniform | \$13,200 |
| 1625 | Public Safety Personnel Fund | 1625-35126-22200-52110 | Social Security | \$191 |
| 1625 | Public Safety Personnel Fund | 1625-35126-22200-52230 | Pension LEOFF II | \$704 |
| 1625 | Public Safety Personnel Fund | 1625-35126-22200-52235 | Pension LEOFF II 3.5% | \$271 |
| | | | | \$14,366 |

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 costs associated with the 2020 fire season, 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 December 14, 2020
Delivered to Mayor December 21, 2020

Notice for Bids

Paving, Sidewalks, Sewer, etc.

Centennial Trail – Summit Boulevard Gap Engineering Services File No. 2017080

This project consists of the construction of approximately 2700 cubic yards of excavation and embankment, 6100 square feet of Structural Earth Wall, 10 drainage structures, 5800 linear feet of curb, 5175 square yards of 2-inch thick HMA paved trail, sundry utility adjustments, and other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. January 11, 2021 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 between noon and 1:00 p.m. to 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 on the first floor of city hall. While it is permissible to stay for the bid opening, in order to comply with "Stay Home, Stay Safe" order as much as possible, we request that you do not do so. Instead, please utilize one of the following options to participate in the bid opening. To watch, log in to <https://spokanecity.webex.com/join>. Alternatively, it may be simpler to listen by phone which can be done as follows: call (408) 418-9388 then enter the access code 965 272 875 followed by #. When prompted for an attendee ID number, enter #.

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

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 2020 Standard Specifications. Bidders should allow sufficient time to familiarize themselves with the WSDOT 2020 Standard Specifications prior to bidding the project.

Publish: December 23, 30 2020 and January 6, 2021

DIVERSE FIBER ROUTE
City of Spokane IT Department
PW ITB #5361-20

Description: The City of Spokane is soliciting electronic bids for the **DIVERSE FIBER ROUTE**

A Mandatory Job Walk is scheduled to be held on Tuesday, January 5, 2021 at 9:00 am – meet at the Guard Shack at the Public Safety Building, 1100 W Mallon Avenue, Spokane, WA

A Mandatory Virtual Pre-Proposal Conference is scheduled to be held on Friday, January 8, 2021 at 9:00 am, local time, via WebEx Meeting. The WebEx link is 1460643897@spokanecity.webex.com. The access code is 146 064 3897 and the password is mkWjM92Yfg5. Join by phone at 1-408-418-9388.

Electronic Bids will be unsealed at the 1:15 p.m. public bid opening via WebEx meeting on **MONDAY, JANUARY 25, 2021**, for **DIVERSE FIBER ROUTE** for the City of Spokane IT Department. **The WebEx Meeting link is: <https://spokanecity.webex.com/spokanecity/j.php?MTID=m058d8967449e56d8908731b4900246d3>.** The access code is **965 272 875** and the password is **7j8sPf7Mwbf**. Join by phone at 1-408-418-9388.

The PW Invitation to Bid document is available for download through the City of Spokane's online procurement system <https://spokane.procurement.com>. Registration is required to view and download this solicitation. Solicitation documents will not be mailed, e-mailed, or provided in person.

It is the responsibility of Proposers to check the City of Spokane's online procurement system identified above for Addenda or other additional information that may be posted regarding this PW Invitation to Bid.

Questions from potential Proposers will only be accepted through the "Clarifications" tab under the associated project number in the online procurement system.

All Proposal documents shall be submitted electronically through the City of Spokane's online procurement system **no later than 1:00 p.m. on January 25, 2021**. Hard copy and/or late submittals will not be accepted. Proposals must be sent sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Proposals submitted late.

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

Thea Prince
City of Spokane Purchasing

Publish: December 23 & 30, 2020