



# Official Gazette

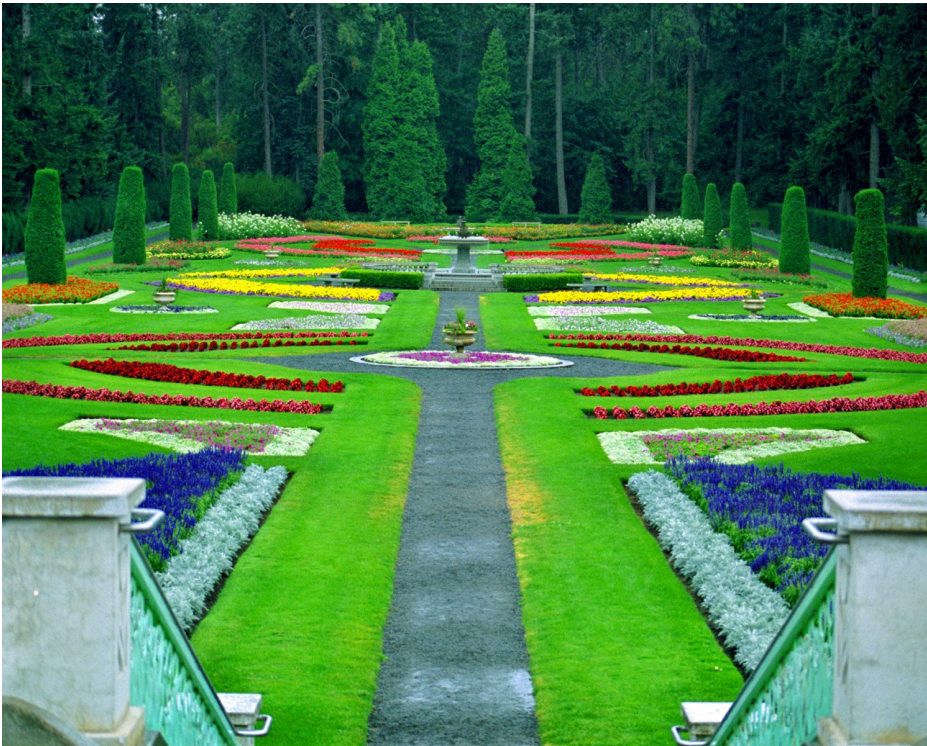
## City of Spokane, Washington

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

Volume 111

**JUNE 2, 2021**

Issue 22



### 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)

### The Official Gazette

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# Minutes

**NOTICE****MEETING MINUTES OF SPOKANE CITY COUNCIL****Monday, May 24, 2021**

The minutes for the Monday, May 24, 2021, Spokane City Council Meeting were not available for publication in this issue of the *Official Gazette*. The minutes will be published in the Wednesday, June 9, 2021, issue of the *Official Gazette*.

**MINUTES OF SPOKANE CITY COUNCIL****Monday, May 17, 2021****BRIEFING SESSION**

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

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 Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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, Kinnear, Mumm, Stratton and Wilkerson were present. (Council President Beggs attended in the Council Chambers and participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (WebEx), City Administrator Johnnie Perkins (WebEx), Director of Policy and Government Relations Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

**Advance Agenda Review**

The City Council received an overview from staff on the May 24, 2021, Advance Agenda items.

Thirty-six-month Leases Enterprise Fleet Management (OPR 2021-0269)

**Motion** by Council Member Cathcart, seconded by Council Member Burke, **to defer** to June 7, 2021, Agenda the thirty-six-month Leases with Enterprise Fleet Management for five Hyundai Kona Electric Vehicles; **carried unanimously**.

Action to Approve May 24, 2021, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the May 24, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Mumm, seconded by Council Member Burke, **to approve** the Advance Agenda for Monday, May 24, 2021, as amended, but **move** the Legislative item to the Briefing / Administrative session; **carried unanimously**.

## ADMINISTRATIVE SESSION

### Current Agenda Review

The City Council considered the May 17, 2021, Current Agenda.

#### Suspension of Council Rules

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

#### Contract Amendment with the Guardians Foundation, Inc. (OPR 2020-0875)

**Motion** by Council Member Kinnear, seconded by Council Member Cathcart, **to add** Contract Amendment with The Guardians Foundation, Inc. for shelter services from May 1, 2021, through June 30, 2021—\$250,000; **carried unanimously**.

#### Amendment to 2021 City Council Appointments (Resolution 2021-0003)

**Motion** by Council Member Kinnear, seconded by Council Member Cathcart, **to add** to the agenda the request to substitute attachment to Resolution 2021-0003, passed by City Council on January 11, 2021, with an attached update, replacing Council Member Mumm with Council Member Wilkerson on the Association of Washington Cities Board; **carried unanimously**.

#### Addition of Special Budget Ordinance C36051 and Related Resolution 2021-0041

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to add** Resolution 2021-0041 and Special Budget Ordinance C36051 for mobile vaccination sites to the Legislative Agenda; **carried unanimously**.

## CONSENT AGENDA

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

Contract Amendment / Extension with American Medical Response Service, Inc. for Advanced Life Support emergency and non-emergency ambulance services from June 1, 2021, through May 31, 2025—\$300,000. (Council Sponsors: Council President Beggs and Council Member Kinnear) (OPR 2015-0314 / BID 4060-14)

Contract Renewal No. 2 of 2 with Environment Control of Spokane to perform public works janitorial work at various facilities from June 1, 2021, through May 31, 2022—\$50,880. (Council Sponsors: Council President Beggs and Council Member Kinnear) (OPR 2017-0353 / BID 4354-17)

Updated Interlocal Agreement with the Spokane Regional Transportation Council to expand total number of voting directors. (Council Sponsors: Council President Beggs and Council Member Kinnear) (OPR 1998-1037)

Contract with Cortner Architectural Company (Spokane) for Architectural & Engineering services for roof replacement of the Combined Communications Building—\$52,850. (Relates to Special Budget Ordinance C36048) (Council Sponsor: Council Member Kinnear) (OPR 2021-0322)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through May 7, 2021, total \$10,124,277.44 (Check Nos. 579223 – 579355; ACH Payment Nos. 89940 – 90195), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,475,144.20. (CPR 2021-0002)

City Council Meeting Minutes: April 26, May 3, May 6, and May 13, 2021 (CPR 2021-0013)

Contract Amendment with The Guardians Foundation, Inc. (Spokane) for shelter services from May 1, 2021, through June 30, 2021—\$250,000. (OPR 2020-0875)

### Council Recess/Executive Session

The City Council adjourned at 3:58 p.m. The City Council reconvened at 6:00 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 attended in the Council Chambers and participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.) City Council Policy Advisor Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

### PROCLAMATIONS

May 16-22, 2021 *Emergency Medical Services (EMS) Week*

Council Member Kinnear read the proclamation and Fire Chief Brian Schaeffer was virtually present to accept the proclamation.

May 2021 *Foster Care Families Appreciation Month*

Council Member Mumm read the proclamation. No individuals were virtually present to accept the proclamation.

There was no **City Administrative Report**.

### BOARDS AND COMMISSIONS APPOINTMENTS

Amendment to 2021 City Council Appointments (Resolution 2021-0003)

**Upon Unanimous Voice Vote (with all Council Members voting "aye)**, the City Council **approved** the substitution of the attachment to Resolution 2021-0003, passed by City Council January 11, 2021, with an updated attachment replacing Council Member Mumm with Council Member Wilkerson on the Association of Washington Cities Board.

There were no **Council Committee Reports**.

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

#### **Special Budget Ordinance C36048 (Council Sponsor: Council Member Kinnear)**

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

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C36048** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "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," and declaring an emergency and appropriating funds in:

Combined Communications Building Fund  
FROM: Unappropriated Reserves, \$52,850;  
TO: Engineering Services, same amount.

(This action allows for the replacement of the building's roof, which will require an architectural and engineering assessment.) (Relates to OPR 2021-0322 under Consent Agenda) (Council Sponsor: Council Member Kinnear)

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

#### **Special Budget Ordinance C36049 (Council Sponsor: Council Member Kinnear)**

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

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C36049** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "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," and declaring an emergency and appropriating funds in:

Fleet Replacement Fund

FROM: Unappropriated Reserves, \$108,960;

TO: Interfund Capital Commissioning, same amount.

(This action budgets for increases to vehicle upfit and commissioning costs.) (Council Sponsor: Council Member Kinnear)

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

**Nays:** None

**Abstain:** None

**Absent:** None

**Special Budget Ordinance C36051 (Relates to Resolution 2021-0041) (Council Sponsor: Council Member Mumm)**

The City Council considered Special Budget Ordinance C36051. The following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Wilkerson, **to substitute** Ordinance C36051 with an updated version (which includes amendments proposed by the Chief Financial Officer); **carried unanimously.**

Following a full reading of Special Budget Ordinance C36051 by the City Clerk and Council commentary, the following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Stratton, **to amend** Special Budget Ordinance C36051 by adjusting the budget numbers as follows:

FROM:	1425-99999 99999	ARP Fund – Unappropriated Reserves	
TO:	1425-35166 97117-80101	ARP Fund Transfer out to Fire/EMS	<u>\$ 500,000</u>
FROM:	1970-35166 99999-39700	Fire/EMS Fund Operating Transfers-In	
TO:	1970-35166 22200-54201	Fire/EMS Fund Contractual Services	<u>\$ 500,000</u>

**Motion carried unanimously.**

After additional Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Special Budget Ordinance C36051, as substituted and amended**, to provide budgeting arising from the need to start up five mobile, rapid vaccination facilities at city fire stations to more rapidly provide COVID-19 vaccinations to the general public.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson

**Nays:** None

**Abstain:** None

**Absent:** None

There were no **Emergency Ordinances**.

**RESOLUTIONS**

**Resolution 2021-0041 (Relates to Special Budget Ordinance C36051) (Council Sponsor: Council Member Mumm)**

The City Council considered Resolution 2021-0041, which was read in full by the City Clerk, and the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted Resolution 2021-0041** supporting the Fire Department's establishment of mobile COVID-19 vaccination sites at fire stations and other locations throughout the City of Spokane.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

## FINAL READING ORDINANCES

### Ordinance C36047 (Council Sponsors: Council Members Kinnear and Stratton)

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

**Upon Unanimous Roll Call Vote** the City Council, **passed Ordinance C36047** relating to parking municipal codes amending SMC sections 08.02.065, 08.02.083, 12.06A.040, 16A.61.550, 16A.61.564, 16A.61.567, 16A.61.570, 16A.61.5703, 16A.61.787; adopting new chapters SMC 16A.05, 16A.06, 16A.07 and a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code; and repealing SMC 16A.04.010, 16A.04.020, 16A.04.030, 16A.04.040, 16A.04.050, 16A.04.055, 16A.04.060, 16A.04.070, 16A.04.080, 16A.61.381, 16A.61.560, 16A.61.561, 16A.61.562, 16A.61.563, 16A.61.565, 16A.61.566, 16A.61.5701, 16A.61.5702, 16A.61.5704, 16A.61.5705, 16A.61.5706, 16A.61.5707, 16A.61.5708, 16A.61.575, 16A.61.577, 16A.61.581, 16A.61.582, 16A.61.583, 16A.61.589, 16A.61.590, 16A.61.5902, 16A.61.5903, 16A.61.5904, 16A.61.5906, 16A.61.5908, 16A.61.5910, 16A.61.5914, 16A.61.5916, 16A.61.5918, 16A.61.5921, 16A.61.5922, 16A.61.5924, 16A.61.790 and setting an effective date.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

## FIRST READING ORDINANCES

**For Council action on First Reading Ordinance C36050, see section of minutes under “Hearings.”**

There were no **Special Considerations**.

## HEARINGS

### Hearing on Vacation of Scenic Boulevard between 27<sup>th</sup> and 29<sup>th</sup> Avenues

The City Council held a hearing on the vacation of Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> Avenue. Subsequent to a presentation by Eldon Brown of Developer Services and the opportunity for public testimony, with no individuals speaking, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Street Vacation Report dated March 17, 2021), the vacation of Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> Avenue, as requested by Dave Dupree.

**Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson  
**Nays:** None  
**Abstain:** None  
**Absent:** None

In conjunction with the hearing, Ordinance C36050—vacating Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> Avenue—was read for the first time, with further action deferred.

## OPEN FORUM

The following individual spoke during the Open Forum:

- Nicolette Ocheltree

## ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:38 p.m.

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**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Infrastructure, Environment, and Sustainability April 26, 2021**

**Committee members present in person, phone or video**

Council President Breean Beggs, Committee Chair Council Member Michael Cathcart, Vice Committee Chair Council Member Kate Burke Council Member Lori Kinnear Council Member Candace Mumm Council Member Karen Stratton Council Member Betsy Wilkerson

Council President Beggs called the meeting to order at 1:15 p.m. <https://vimeo.com/54185865>

**Review and approval of minutes**

Council President Beggs asked for a motion to approve the minutes of the March 22, 2021 meeting.

- Action taken
- Council Member Kinnear moved to approve the minutes of the March 22, 2021 meeting as presented; the motion was seconded by Council Member Mumm.

**Discussion items**

**A. Council Requests**

1. Spokane Regional Transportation Council interlocal agreement

Mike Piccolo presented an overview of the Spokane Regional Transportation Council interlocal agreement. A working group, comprised of board members and their attorneys, was created to review the current agreement in light of changes to state law governing SRTC board membership. The Regional Transportation Planning Organization (RTPO) is required to provide an opportunity for voting membership to federally recognized tribes that hold reservation or trust land within the RTPO's area. The Spokane and Kalispel tribes each qualify for a voting director position. The amended agreement expands the total number of voting directors to include: 1) two tribal positions; 2) one additional position for Spokane Valley, due to its population increase over 100,000; 3) three additional positions for cities where populations have increased to qualify for a voting position; and 4) one position for a rail industry representative. This increase in representation will bring the board membership from 14 to 21 positions. For certain motions, a weighted voting procedure may be used. The group discussed the implications of the weighted voting procedure. This voting method may not be used for adopting bylaws, budget approvals, or for hiring or discharging the executive director. The SRTC is expected to forward the amended ILA to all participating agencies for approval by the end of May. Once approved, the agreement will be brought before the tribal agencies for review and to negotiate any details. Deadline to finalize the amended ILA is Aug. 1.

**B. Staff Requests**

1. Combined Sewer Overflow program and Next Level of Treatment (NLT) project at Riverside Park Water Reclamation Facility

Raylene Gennett presented background on the CSO program and the Next Level of Treatment, and reported on the impact the various water treatment measures have had on discharges into the river. Between 2018 and 2020, CSO overflows have been reduced by 41 events to 50% year over year. CSO volumes have decreased by 27 MG to 55% year over year. As of Dec. 31, 2020, 15 of 19 the CSO sites are meeting annual overflow frequency performance standards. Adjustments will be made to bring the remaining four sites into compliance this year. Last year had the lowest number of CSOs in count and volume since the city started tracking annual amounts in 2003. Raylene presented data regarding NLT and the membrane facility tertiary process. She announced a desire to bring a resolution before City Council to name the facility the Taylor Tertiary Membrane Facility in honor of Mike Taylor, city engineer instrumental in the facility's development who passed away in 2019.

2. Every other day watering resolution

Marlene Feist presented on overview of a resolution which encourages customers during the summer months to water on odd or even days, depending on their addresses. The measure would be part of the Waterwise education program centered on water stewardship. This strategic initiative is designed to promote water stewardship through strategies which address use patterns by different customers and customer groups. One strategy is to encourage the use of every other day watering of outdoor irrigation to promote lower water usage and healthy landscaping. In addition, the reduced water consumption will allow citizens to keep their water cost more affordable. The resolution calls for an education component including information videos and other educational outreach over the next several months. The Parks Division will also participate in the water stewardship program and an interdepartmental agreement is being developed to outline the steps they will be taking.

3. Fluoridation contract amendment, resolution and engineering study

Elizabeth Schoedel presented an overview of the fluoridation contract amendment with Arcora Foundation to allow the city to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds.

Initially, the contract required the city to pay back any funds if it did not move forward with fluoridation. Arcora has agreed to allow the city to conduct a comprehensive study and not require repayment if the city doesn't proceed with the installation of such a system.

Additionally, the Mayor and City Council have agreed to have a fully public and transparent discussion to review the study's results and determine next steps. The ICM and Water departments will be drafting an RFQ for the study.

4. Every other week recycling status update

Dustin Bender provided an update on the every other week recycling pickup for residential customers which is scheduled to kickoff May 3. The change is designed to manage escalating costs for the recycling program without increasing customers' costs. There are 12,000 carts on order for those citizens requesting upsized carts. If customers discover they require a larger cart than their current one, they may call 3-1-1, and a 96-gallon cart will be provided at no additional cost.

5. Neighborhood cleanup program update

Marlene Feist and Carly Cortright presented an overview of the neighborhood cleanup program. Neighborhood Services and Solid Waste Collections departments created the cleanup program to remove solid waste from neighborhoods while creating community. The pandemic disrupted these operations, limiting what could be offered to the neighborhoods. The 2020 program was limited to dump passes that were distributed primarily through the mail with limited times for residents to use them. While cleanup options remain limited for 2021 due to the pandemic, ONS and Solid Waste have collaborated to create a program which addresses some of the most pressing concerns while preparing for a more normal program rollout in 2022. This year's cleanup program involves 16 neighborhood cleanups from September through mid-November. Additionally, roll-off events could be located in a central location for two smaller neighborhoods to accommodate more locations. ONS and Solid Waste have modified the disposal pass program to accommodate requests from the neighborhoods.

6. Spokane International Airport area water reservoir

Kyle Twohig presented an overview of a proposal to purchase property near the Spokane International Airport to support growth in the West Plains PDA. The city explored various sites including the SIA site and other nearby privately-owned sites. The SIA site was the least cost alternative which met the various engineering site requirements.

7. Chase Youth Commission contract

Carly Cortright presented an overview of a proposed contract amendment with Chase Youth Commission. Chase Youth provides an opportunity for youth to participate in government by advising and making recommendations to the city regarding policies and programs that improve quality of life for Spokane's children and youth. For the past few years, the city has provided funding in the amount of

\$45,000 each year. In 2020, the city contracted with Chase Youth for a five-year period to reduce the number of contract renewals and/or amendments required. Unfortunately, the language in that contract still requires approval of the annual fund allocation. Approval of the contract amendment guarantees \$45,000 in funds through 2024 and prevents the need to present to City Council for approval in 2022, 2023 and 2024.

### Strategic Plan Session

A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects

- No report for this meeting.

B. Priority Strategy 2. Repurposing public property to stimulate private investment

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

### Consent items

1. Duncan Liberty Meter Service contract extension (Parking Services)
2. Hitachi Zosen Inova value blanket for purchase of feeder and grate parts at the Waste to Energy facility (Solid Waste Disposal)
3. Wilson and Company contract amendment/NSC – City utility relocations (Integrated Capital Management)
4. SA Premier Crack Sealant value blanket renewal (Street)
5. Specialty Asphalt value blanket contract for purchase of Nuvo Gap (Street)
6. Frank Gurney service contract for on-call guardrail repair (Street)
7. Cisco Wireless Access Point upgrade (IT)



Executive session

None.

Adjournment

The meeting adjourned at 2:21 p.m.

Attachments on file in the City Clerk's Office.

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**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Finance & Administration Committee**  
**April 19, 2021**

**Attendance**

Council Member Becky Wilkerson, Council Member Candace Mumm, Council President Breean Beggs, Council Member Karen Stratton, Council Member Kate Burke, Council Member Lori Kinnear, Council Member Michael Cathcart, Mark Carlos, Tonya Wallace, Hannahlee Allers, Amie Blain, Alisha Shaw, Brandi Pritchard, Breanna Perry, Brian McGinn, Garrett Jones, Jacob Hensley, Kristen Becker, Marlene Feist, Michael Sloon, Michelle Hughes, Paul Ingiosi, Shauna Harshman, Tara Alfano, Kelly Collins, and Tyler Benner

**I. Call to Order**

This meeting started at 1:17 p.m. and was conducted through Webex.

**II. Approval of Minutes**

Meeting Minutes for March 15, 2021 were approved.

**III. Consent Items Approved without Discussion:**

- A. Ordinance Repealing Capital Fund Accounts
- B. K&L Gates – Outside Counsel Contract Amendment
- C. Purchase of CAT Backhoe
- D. Overhead Door/NationServe Contract Renewal

**IV. Discussion Requests**

- A. SBO for Mail Courier – Mike Sloon  
Mike Sloon advised this was approved in 2020, but required additional work with Local 270. He advised this is for .5 FTE and is part of the current budget. Please see the agenda packet for documents submitted to the committee.
- B. SBO for Water Yards East Parking Upgrade – Steve Burns  
Steve Burns explained this is a request to move from the Unappropriated Reserves account to the Fixed Assets account. CP Beggs requested more information regarding the reasoning for this due to the expense. Steve explained that previous plans have not been carried through, and with this being next to the District 81 School under construction, it is a good location. Marlene Feist provided more insight into the need for the lot in this location, and she explained that it will make the Water Department valuable in the neighborhood. CM Mumm mentioned that this will provide free parking for employees at this location, and there is an equity issue since employees at other locations do not have free parking. Marlene Feist advised all employees have free bus passes, and there are other sites that offer free parking for employees, such as the Nelson Service Center. She also advised that it is an improvement that is consistent with other parking areas. CP Beggs requested a cost breakdown. Steve Burns advised that the current estimate is an engineer's estimate. Please see the agenda packet for documents submitted to the committee.
- C. SBO for 2021 Windstorm Expenses – Paul Ingiosi  
Please see the agenda packet for documents submitted to the committee.
- D. SBO for Parks & Recreation/Golf SIP Carryover – Michelle Hughes  
Michelle explained the background behind the previous carryovers, and that this item is a housekeeping item for the final draw, which is the next item on the agenda. Please see the agenda packet for documents submitted to the committee.
- E. Resolution for Final SIP Loan Draw for Golf Courses – Michelle Hughes  
Please see the agenda packet for documents submitted to the committee.

- F. SBO for Ulupalakua Lease Extension for Spokane EnVision Site – CP Beggs  
CP Beggs explained that the lease is in the City's name, and the City will sign an agreement with Spokane Workforce Center for reimbursement for the time period of December 1, 2020 through May 31, 2021. After May 31, 2021, Spokane County is interested in splitting costs with the City to continue. CM Kinnear asked if anyone has an update on the site's success since it is a very expensive project, and there seems to be a lot of space. CP Beggs confirmed that documentation can be obtained to show the progress. CM Stratton stated that she has visited the site personally and that it is very impressive. She said they have set up a food bank, and she has referred constituents to the site. Please see the agenda packet for documents submitted to the committee.
- G. Lease Extension for Spokane EnVision Site – CP Beggs  
Please see the agenda packet for documents submitted to the committee.
- H. Hearing Examiner ILA – Brian McGinn  
Brian McGinn explained a backup Hearing Examiner is needed, and this agreement is very similar to other City agreements for Hearing Examiner services. Please see the agenda packet for documents submitted to the committee.
- I. SMC for Parking and Fee Schedule – Kris Becker  
Kris Becker explained this is resulting from the 2019 parking study. Please see the agenda packet for documents submitted to the committee.
- J. Fastenal Value Blankets – Thea Prince  
Thea Prince explained this is a value blanket that can be used by multiple departments for vending machines for employees. She explained we have used Fastenal for the last five years.
- K. Source of Income Ordinance – CP Beggs  
CP Beggs explained that this is an expansion of Section 8 protection to Rental Assistance. He also mentioned that since the state recently passed the "Just Cause" eviction language, this ordinance may not be needed. CM Cathcart asked if this expense is being covered by the City 100%. CP Beggs confirmed the City is covering the expense 100%, and that landlords would not be responsible for any portion. CM Stratton discussed with CP Beggs about possibly using federal dollars. Please see the agenda packet for documents submitted to the committee.

## **V. Committee Briefs**

- A. SAO Exit Report – Tyler Benner and SAO Representatives  
Tyler Benner introduced the SAO team. They included Alisha Shaw, Breanna Perry, Tara Alfano, Kelly Collins, and Brandi Pritchard. CM Kinnear and CP Beggs have requested additional information regarding the City directors and staff involved in the discussions and interviews. Council members discussed future process discussions. Please see the agenda packet and attached presentation for documents submitted to the committee. The final version of the State Auditor's report can be found [here](#).
- B. Priority Based Budgeting – Tonya Wallace  
Tonya Wallace presented the Priority Based budgeting plan for 2021. CM Kinnear requested moving the final approval up to the middle of December 2021, from December 31, 2021. CM Cathcart asked for clarification regarding the Council meetings, and Tonya confirmed they are full Council meetings. CP Beggs mentioned that the Capital Budget process was a difficult process last year, and he asked for Council input prior to it being taken to the Planning Commission. He also suggested having a dedicated discussion regarding the Public Safety Levy. CP Beggs requested an update on the funding for the consulting RFP for Police and Fire overtime. Tonya advised that project will be commencing within the next 60 days, due to being postponed during the Questica project. CM Mumm requested an update on playground equipment and related budgeting. Tonya Wallace advised she will work to provide a timely update on this item. Please see the agenda packet for documents submitted to the committee.

## **VI. Standing Topic Discussions**

- A. COVID Monthly Update – Marlene Feist  
Marlene Feist provided a COVID update. CM Mumm discussed with Marlene possible opportunities to provide information related to COVID, such as testing and vaccination, to the public. CM Cathcart and Marlene discussed reopening plans for employees. Please see the attached presentation.
- B. Monthly Financial Reports – Paul Ingiosi  
Paul Ingiosi reviewed the monthly financial reports. Please see the agenda packet and attached presentation for documents submitted to the committee.

- C. Quarterly Investment Update – Jake Hensley  
Please see the agenda packet and attached presentation for documents submitted to the committee.
- D. SIP Loan Update – Jake Hensley  
Please see the agenda packet for documents submitted to the committee.

## VII. **Adjournment**

The meeting was adjourned at 3:02 p.m. The next meeting is scheduled for May 17, 2021 at 1:15 p.m.

# Ordinances

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

## EverGem LLC. TELECOMMUNICATIONS (NONCABLE) FRANCHISE

### Ordinance No. C36039

An ordinance granting a non-exclusive franchise to use the public right-of-way to EverGem LLC to provide noncable telecommunications service to the public that is subject to certain conditions and duties as further provided.

#### THE CITY OF SPOKANE DOES ORDAIN:

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

#### Section 1. Definitions

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

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

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

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks,

bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

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

## Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and EverGem LLC., as Grantee, hereafter also "Grantee". Grantee is a Washington Limited Liability Company whose home office is 109 South 1<sup>st</sup> Street, Roslyn, WA. 98941. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

EverGem LLC.  
Attn: CFO  
Re: City of Spokane WA Telecommunications (noncable) Franchise  
109 South 1<sup>st</sup> Street  
Roslyn, WA. 98941

### With a copy to:

EverGem LLC.  
Attn: General Counsel  
Re: City of Spokane WA Telecommunications (noncable) Franchise  
109 South First Street  
PO Box 688  
Roslyn, WA. 98941

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: the above address.

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

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

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

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not

include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

### Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

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

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

### Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for one (1) additional five (5) year period. (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

### Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

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

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

### Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the

Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

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

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

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.
4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

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

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

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

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

#### Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

#### Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

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

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

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

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to



preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

#### Section 10. Undergrounding

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

#### Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

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

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

#### Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

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

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

#### Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in

good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

#### Section 14. Taxes, fees

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

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

#### Section 15. Franchise Administration

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

#### Section 16. Additional

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

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

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

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

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

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

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

**Passed by City Council May 24, 2021**  
**Delivered to Mayor June 1, 2021**

#### **ORDINANCE NO. C36052**

An ordinance amending Ordinance No. C35971, passed by the City Council December 14, 2020, and entitled, "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", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$43,750</u>
TO:	0020-88100	General Fund	

97183-80101

Operating Transfer Out

\$43,750

Section 2. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

FROM:	5900-30900	Asset Management Fund	
	99999-39710	From General Fund	\$43,750
	99999-36710	Contributions/Donations	\$33,750
			<u>\$77,500</u>

TO:	5900-30900	Asset Management Fund	
	18200-54501	Operating Rentals/Leases	<u>\$77,500</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide budget authority for Envision Center lease costs through the end of the year, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

**Passed by City Council May 24, 2021**

**Delivered to Mayor June 1, 2021**

# Policies and Procedures

## NOTICE

### CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURES

Pursuant to Administrative Policy and Procedure ADMIN 0325-10-01, Section 5.4.1., notice of adoption of the following Department Policy and Procedure(s) is published. All adopted City policy and procedures are available for review in the Office of the City Clerk and at the City Web site <http://www.spokanecity.org/government/policies/>.

### SOLID WASTE MANAGEMENT Special Handling and Non-Typical Waste Procedure Effective: May 1, 2021 DEPT 4490-15-05 LGL 2005-0030

# Job Opportunities

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

## LABORER II SPN 502 PROMOTIONAL

**DATE OPEN:** Monday, May 31, 2021

**DATE CLOSED:** Tuesday, June 15, 2021 at 4:00 p.m.

**SALARY:** \$37,849.18 annual salary, payable bi-weekly, to a maximum of \$59,090.40

### DESCRIPTION:

Performs semi-skilled manual work in various departments which requires some previous experience and special knowledge acquired on the job.

**DUTIES:**

- Work performed varies with department to which assigned.
- May supervise small labor crew. Participate in loading, unloading and similar operations. Assists in setting up and dismantling playground equipment.
- Receives calls, investigates and dispatches night crews to remedy routine complaints, reports major complaints to supervisor. Checks excavations for compliance with safety regulations.
- Acts as helper or assigned as apprentice to Craft Specialist and skilled trade workers in maintenance and repair of assigned buildings. May assist in minor maintenance of an assigned heating plant.
- Performs various tasks in support of solid waste disposal operations including, but not limited to, attending household hazardous waste and recycling facility, removing refrigerants from appliances, and directing the public.
- Operates compressors, jack hammers, cement mixers, brush chippers, chain saws, post-hole diggers, sewer augers and other similar power-driven equipment related to the job.
- Drives various trucks, operates rubber-wheeled tractors with attachments, front-end loaders and fork lifts. May be required to operate equipment of the next higher class on occasion. Assists in snow removal operations. Mounts sander boxes and tanks. Performs minor maintenance on street cleaning equipment.
- Services assigned equipment. Makes minor field repairs. Reports major defects. Prepares necessary reports.
- Assists in installation, repair and disconnection of water mains, hydrants and valves. Operates pipe and leak locating equipment or performs other operations peculiar to the assigned job.
- Assists in maintenance and construction of sanitary sewer and storm water infrastructure.
- Supervises crew engaged in installation, repair and maintenance of traffic signs and markers. Operates lane and crosswalk painting machines and fabricates traffic signs using silk screens.
- Performs related work as required.

**MINIMUM QUALIFICATIONS:**

*Current, non-probationary City employees within the line of progression may apply for this promotional recruitment if you meet either the Open or Promotional requirements below, pursuant to Rule VI Section 5 of the Civil Service Rules.*

*Combinations of education and experience that are equivalent to the following minimum qualifications are acceptable.*

**Open Entry Requirements:**

(Open-entry applicants must meet all requirements when they apply.)

- *Education:* High School diploma or equivalent.
- *Experience:* Two years of laboring experience.
- *License:* Possession of a valid driver's license. Must possess a Class B Commercial Driver's License (CDL) with air brake endorsement

**Promotional Requirements:**

(Current employees of the City of Spokane may meet the promotional requirements. All promotional requirements must be met at the date of the examination.)

- *Experience:* Six months of work experience with the City in a lower laboring type classification. Specialized experience within a department may be required for assignment to certain positions.
- *License:* Possession of a valid driver's license. Must obtain a Class B Commercial Driver's License (CDL) with air brake endorsement, within six months of appointment.

**EXAMINATION DETAILS:**

You must pass the examination for this classification to be eligible for promotion by the City of Spokane. Qualified applicants are encouraged to apply immediately. All applicants must complete and submit a City of Spokane employment application online by 4:00 p.m. on the filing cut-off date.

**Please note in accordance with state mandate, all qualified candidates will be required to wear a mask and temperature screenings are necessary before being admitted to take the scheduled exam.**

This exam will consist of a multiple-choice examination and performance evaluation (PAR), with scoring weights assigned as follows:

- Multiple Choice Examination: 80%
- PAR: 20%.

**MULTIPLE CHOICE EXAMINATION DETAILS:**

- Test Date/Time: June 23, 2021 at 2:30 p.m.
- Test Location: To Be Determined. Applicants will be notified once the location has been determined via email.
- Approximate Duration of Exam: 1 hour and 30 minutes

The written test may include such subjects as:

- Applied Technology
- Interpersonal Skills
- Organizational Awareness
- Safety & Occupational Hazards
- Teamwork
- Technical Competence
- Vehicle Operations.

**PROMOTIONAL EVALUATION DETAILS:**

The PAR should be administered by the employee's supervisor within the past year.

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

**COVID-19 SAFETY IN THE WORKPLACE:**

The safety of our employees and community are our highest priority. All employees are educated and trained on how to use proper social distancing, enhanced hygiene techniques, and personal protective equipment (PPE). As a public agency, we are following all state required procedures, regarding PPE and COVID-19.

Precautions include:

- Remote work when available for certain positions
- Daily cleaning and disinfecting of surfaces
- Temperature checks
- In office social distancing
- Use of video conferencing
- Personal protective equipment

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

**Qualified applicants are encouraged to apply immediately. Online applications must be completed and submitted before 4:00 p.m. on the closing date.**

**TO APPLY:**

**An application is required for promotional applicants.** Applications must be completed online at: <http://my.spokanecity.org/jobs> by 4:00 p.m. on the filing cut-off date. Copies of required additional documents may be attached to your application or submitted via any of the following:

- Email: [civilservice@spokanecity.org](mailto:civilservice@spokanecity.org) with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4<sup>th</sup> Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201
- Fax: (509) 625-6077

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 25th day of May 2021.

MARK LINDSEY  
Chair

KELSEY PEARSON  
Interim Chief Examiner

**PARTS TECHNICIAN SPN 623  
PROMOTIONAL**

**DATE OPEN: Monday, May 31, 2021**

**DATE CLOSED: Tuesday, June 15, 2021 at 4:00 p.m.**

**SALARY: \$39,711.67 annual salary, payable bi-weekly, to a maximum of \$62,372.74**

**DESCRIPTION:**

If you are a detail-oriented automotive or industrial inventory professional, the City of Spokane Fleet Services division wants to meet you. We are looking for new a Parts Technician that wants to push their professional growth and join our award-winning team.

Our Fleet Services division is an EnviroStar forerunner, in automotive maintenance and management. As a City of Spokane Parts Technician, you will be responsible for the requisition, purchase, issuance and storage of automotive and heavy equipment parts and supplies, for our Fleet facility. You will need to use personal judgment and have considerable knowledge of diesel and gasoline powered equipment and operations.

Ideal candidates have:

- Excellent interpersonal and communication skills, with strong analytical, problem solving, and decision-making abilities.
- Two years of experience as a parts technician in a dealership, parts supply business or similar environment.
- A parts merchandising associate's degree is a plus!

City of Spokane Parts Technicians have professional development opportunities, annual pay step increases, a flexible working environment and great employee benefits, including a pension plan!

Please visit the City of Spokane Career Center at [governmentjobs.com/careers/spokanecity](http://governmentjobs.com/careers/spokanecity), for the full job specification and compensation details.

**DUTIES:**

- Orders, receives, stores, and issues spare and replacement automotive and heavy equipment parts and supplies; picks up and delivers parts and supplies as required.
- For non-contract items, surveys vendors to determine best source for cost, quality, and availability; exercises independent judgment to initiate the purchase of required items.
- Supervises and participates in routine maintenance work in and around the parts room.
- Maintains the storeroom in an orderly manner, stocks shelves, etc.
- Supervises and participates in periodic inventories. Performs detailed record keeping and maintenance of the perpetual inventory.
- Determines stock requirements. Consults with the supervisor as to adjustments in inventory levels. Inspects items received and approves invoices for payment.
- Salvages used parts and equipment.
- Operates a calculator, personal computer, remote terminal and other office equipment. Operates a pickup truck, forklift. Maintains inventories using a computerized Fleet Management Information System.
- Maintains records of fuel transactions, reconciles fuel inventories and produces required reports for accounting and federal requirements.
- Performs related work as required.

**MINIMUM QUALIFICATIONS:**

**Promotional Requirements:**

(Current employees of the City of Spokane may meet the promotional requirements. All promotional requirements must be met at the date of the examination.)

- *Experience:* Completion of two years of service with City of Spokane in the classification of Equipment Servicer (SPN: 626) or completion of one year of service with City of Spokane and meets the Open Entry Requirements.
- *Licenses:* Valid driver's license.

**Note:** Current non-probationary City of Spokane employees within the line of progression who meet the open entry requirements may apply on a promotional basis, pursuant to Civil Service Rule VI, Section 5.)

**Open Entry Requirements:**

(Open-entry applicants must meet all requirements when they apply.)

- *Education:* High school diploma or equivalent.



- *Experience:* Two years of experience as a parts technician in an industrial truck, car, or light duty truck sales dealership, automotive parts supplier, or similar business.
- *Licenses:* Valid driver's license.

**Substitution:** A college degree or professional certification in vehicle parts marketing/merchandising or a closely related field, will substitute for one year of experience.

#### **EXAMINATION DETAILS:**

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

- Written examination: 80%
- Promotional Evaluation (PAR): 20%

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

#### **WRITTEN TEST DETAILS:**

Written testing will be conducted at the Central Service Center (915 N. Nelson, Spokane, WA 99217), during the week of June 21, 2021. The approximate duration of the test is 2 hours 30 minutes. Additional test sessions may be made available, depending on the number of applicants.

The written test may include such subjects as:

- Attention to Detail
- Automotive Parts Knowledge
- Business Math
- Communication Skills
- Computer Skills
- Inventory Management
- Record Keeping
- Storekeeping

#### **PROMOTIONAL EVALUATION DETAILS:**

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

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

#### **COVID 19 SAFETY IN THE WORKPLACE**

The safety of our employees and community are our highest priority. All employees are educated and trained on how to use proper social distancing, enhanced hygiene techniques, and personal protective equipment (PPE). As a public agency we are following all state required procedures in regards to PPE and COVID 19.

Precautions include:

- Remote work when available for certain positions
- Daily cleaning and disinfecting of surfaces
- Temperature checks
- In office social distancing
- Use of video conferencing

**Qualified applicants are encouraged to apply immediately. Online applications must be completed and submitted before 4:00 p.m. on the closing date.**

**TO APPLY:**

**An application is required for promotional applicants.** Applications must be completed online at: <http://my.spokanecity.org/jobs> by 4:00 p.m. on the filing cut-off date. Copies of required additional documents may be attached to your application or submitted via any of the following:

- Email: [civilservice@spokanecity.org](mailto:civilservice@spokanecity.org) with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4<sup>th</sup> Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201
- Fax: (509) 625-6077

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 27th day of May 2021.

MARK LINDSEY  
Chair

KELSEY PEARSON  
Chief Examiner

# Notice for Bids

## Paving, Sidewalks, Sewer, etc.

### Hoffman Well Rehabilitation Engineering Services File No. 2018104

This project consists of the construction and rehabilitation of the Hoffman Well, including vertical turbine line shaft pumps, motors, motor control centers, steel casing liner, concrete pedestal, 8", 18" and 24" to 30" diameter piping, electrical, concrete vaults, excavation, site grading and restoration, structural modifications to well caisson, fencing, water and sewer connections, electrical and conduit work, and other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. June 14, 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 p.m. on the first floor of City Hall. In order to comply with "Stay Home, Stay Safe" order as much as possible, 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](http://www.cityofspokaneplans.com).** The Planholders list is also available at this website. Additional project information including the Engineer's estimated cost range for the project, bid results (after bid opening), as well as information about other City projects are available by following the appropriate links at the following website: <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.

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.

*A prebid conference will be held at the project site, Hoffman Well located at 2109 E. Hoffman Ave., Spokane, WA 99207 from 10:00 am to 12:00 p.m. on June 3, 2021. The pre-bid conference will be an open house style that will allow the contractor to view the interior of the well building and allow them to ask questions from onsite City personnel. Due to Covid restrictions a maximum of 1 bidders' personnel will be allowed into the well station at a time with a maximum time limit of 20 minutes per bidder. Masks will be required for entry.*

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

**\*\*\*\*Critical time limits exist this for project and are as follows:**

***The contractor shall only be permitted to perform work on the Hoffman Well piping and pumps (interior and exterior), well casing, electrical components and all related appurtenances between the following dates, October 1st through April 15th. No work on these items shall be allowed outside of these dates. Landscape restoration, grading and pavement patching are not included in this requirement and shall be in compliance as detailed in other sections of the Special Provisions.***

Publish: May 26, June 2 & 9, 2021

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**Wellesley - Maple Intersection  
Engineering Services File No. 2019107**

This project consists of the construction of approximately 90 square yards of sidewalk, 1500 square yards of 2-inch thick HMA pavement, 250 square yards of 10-inch thick cement concrete pavement, traffic signal modification, sundry utility adjustments, and other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. June 7, 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 p.m. on the first floor of City Hall. In order to comply with "Stay Home, Stay Safe" order as much as possible, 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](http://www.cityofspokaneplans.com).** The Planholders list is also available at this website. Additional project information including the Engineer's estimated cost range for the project, bid results (after bid opening), as well as information about other City projects are available by following the appropriate links at the following website: <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.

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 2021 Standard Specifications. Bidders should allow sufficient time to familiarize themselves with the WSDOT 2021 Standard Specifications prior to bidding the project.

Publish: May 19, 26 & June 2, 2021

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**Havana Well Station  
Engineering Services File No. 2019171**

This project consists of the construction of two CMU buildings to house 6 vertical turbine pumps and motors, as well as the associated electrical and mechanical appurtenances to support the function of the well stations. Site improvements will include connections to existing water transmission mains, grading, paving, and landscaping. This project will take place within the City of Spokane Valley and the City of Spokane.

The City of Spokane will receive bids until 1:00 p.m. June 21, 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 p.m. on the first floor of City Hall. In order to comply with "Stay Home, Stay Safe" order as much as possible, 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](http://www.cityofspokaneplans.com).** The Planholders list is also available at this website. Additional project information including the Engineer's estimated cost range for the project, bid results (after bid opening), as well as information about other City projects are available by following the appropriate links at the following website: <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.

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 2021 Standard Specifications. Bidders should allow sufficient time to familiarize themselves with the WSDOT 2021 Standard Specifications prior to bidding the project.

Publish: June 2, 9, & 16, 2021

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# Notice for Bids

## Supplies, Equipment, Maintenance, etc.

### On-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services - As Needed

City of Spokane – Fleet Department

**RFP # 5453-21**

**Description:** The City of Spokane is soliciting proposals for On-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services for City fleet vehicles and related equipment. Work will be done on an “as needed” basis.

There will be several contracts awarded from this RFP – to the top three (3) contractors. This allows the City of Spokane the flexibility to allocate requirements among awarded contractors’ Shops to prevent inundation, and to best meet City’s needs in reducing turn-around time.

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 1, 2021 and to end on July 31, 2026. The total contract period not to exceed five (5) years.

Electronic Bids will be unsealed at the 1:15 p.m. public bid opening via WebEx meeting on **MONDAY, JUNE 14**, for **On-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services - As Needed** for the City of Spokane – Fleet 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 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 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 June 14, 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.

Rick Rinderle  
City of Spokane Purchasing

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