



Official Gazette

City of Spokane, Washington

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

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MAYOR AND CITY COUNCIL

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Minutes

NOTICE**MEETING MINUTES OF SPOKANE CITY COUNCIL****Monday, December 12, 2022**

The minutes for the Monday, December 12, 2022, Spokane City Council Meeting were not available for publication in this issue of the *Official Gazette*. The minutes will be published in the Wednesday, December 28, 2022, issue of the *Official Gazette*.

Ordinances

ORDINANCE NO. C35237

An ordinance vacating the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way.

WHEREAS, a petition for the vacation of the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way is hereby vacated. NE1/4 S20 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista, Comcast, **CenturyLink**, **Lumen**, and the City of Spokane to protect existing and future utilities. This shall be a non-buildable easement. **There is an existing movable playground structure in this area that is allowed however no other changes will be permitted in the easement without permission from the City Engineer.**

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Section 4. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Passed by City Council December 12, 2022

Delivered to Mayor December 13, 2022

**INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.
TELECOMMUNICATIONS (NONCABLE) FRANCHISE**

ORD C36308

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

THE CITY OF SPOKANE DOES ORDAIN:

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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 roadbed 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 Intermountain Infrastructure Group LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 533 Airport Blvd Suite 400. Burlingame, CA 94010. 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:

Intermountain Infrastructure Group LLC.
533 Airport Blvd. Ste. 400
Burlingame, CA 94010
legal@intermountainig.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Jeff Yount: (303) 810-4006; email: jeff.yount@intermountainig.co.

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

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

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

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

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

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

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

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

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

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction, and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs

and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

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

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its 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 guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantees 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 exist in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

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

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

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee

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

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

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

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

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

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. 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.

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. 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.

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

Section 14. Taxes, fees

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

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.

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 December 12, 2022
Delivered to Mayor December 13, 2022**

ORDINANCE C36340

An ordinance relating to the executive and administrative organization of the City; amending SMC sections 3.01A.253 and 3.01A.254.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.253 is amended to read as follows:

3.01A.253 Development Services Center ((and Code Enforcement))

A. The development services center ((and code enforcement)) department performs the following functions:

1. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. ~~((It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.~~
2. ~~Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.))~~

B. The building official is appointed by the mayor.

Section 2. That SMC section 3.01A.254 is amended to read as follows:

3.01A.254 Code Enforcement and Parking Services

The code enforcement and parking services department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. Code enforcement activities include coordinating the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws. The department has authority to issue civil infractions to enforce public health and safety laws under the municipal code and coordinates the operation of parking services provided by the city including parking enforcement.

Passed by City Council December 12, 2022

Delivered to Mayor December 13, 2022

ORDINANCE NO C36341

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$3,700,000.
- A) Of the increased appropriation, \$3,700,000 is provided solely for uniformed overtime in the Fire department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to pay Fire uniformed overtime while understaffed, 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 December 12, 2022

Delivered to Mayor December 13, 2022

ORDINANCE NO C36342

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$2,500,000.
- A) Of the increased appropriation, \$2,500,000 is provided solely for uniformed overtime in the Police department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to pay Police uniformed overtime while understaffed, 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 December 12, 2022
Delivered to Mayor December 13, 2022

ORDINANCE NO C36343

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Obligation Bond Redemption Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$663,628.
- A) Of the increased appropriation, \$663,128 is provided solely for interest expenses on debt that are anticipated to exceed budgeted amounts.
- B) Of the increased appropriation, \$500 is provided solely for interest expenses on taxpayer refunds that are anticipated to exceed budgeted amounts.
- C) The increased appropriation is funded by the General Obligation Bond Redemption Fund's unappropriated fund balance.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust appropriation authority in the General Obligation Bond Redemption Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by City Council December 12, 2022
Delivered to Mayor December 13, 2022

ORDINANCE NO C36344

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for a Senior Project Manager position by \$31,000.
- 2) Decrease the appropriation for a Continuous Improvement Analyst position by \$31,000.
- 3) Increase the appropriation for contractual services by \$62,000.
- (A) There is no change to the overall appropriation level in the Office of Performance Management Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for contractual support to meet project and service delivery commitments, 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 December 12, 2022
Delivered to Mayor December 13, 2022

ORDINANCE NO C36345

An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2022; and

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

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2022, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

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

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

C. That the following Annual Budget of the City of Spokane for 2023 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2023, as set forth in the document attached hereto and entitled, "2023 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2023 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2023 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the 2023 Annual Budget.

FUNDS	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$228,882,286	\$0	\$228,882,286	\$228,689,173
Special Revenue Funds				
Street Maintenance	26,693,756	8,470,995	35,164,751	34,814,538

Code Enforcement	3,484,818	794,380	4,279,198	3,485,240
Library	12,367,348	5,360,210	17,727,558	12,487,480
Historic Preservation Incentive	8,650	7,718	16,368	10,000
Pension Contributions (LEOFF)	9,797,405	-	9,797,405	9,797,405
Miscellaneous Grants	16,000	-	16,000	16,000
Domestic Violence Prevention	500	5,700	6,200	500
Traffic Calming Measures	7,331,094	6,930,438	14,261,532	11,016,184
Urban Forestry Fund	20,000	37,926	57,926	20,000
Parks and Recreation	24,309,223	4,393,114	28,702,337	24,563,642
American Rescue Plan		11,474,655	11,474,655	2,000,000
Fire Miscellaneous Grants	140,695	-	140,695	140,695
Parking Meter Revenue Fund	6,365,900	(425,000)	5,940,900	5,938,912
Paths and Trails Reserve	135,500	425,997	561,497	561,497
Human Services Grants Fund	12,938,531	1,500,000	14,438,531	14,438,531
Continuum of Care	7,640,796	-	7,640,796	7,640,796
Forfeitures & Contributions (SPD)	395,868	710,611	1,106,479	631,591
Hotel/Motel Tax	4,518,803	635,000	5,153,803	4,534,452
Housing Sales Tax	6,000,000	3,000,000	9,000,000	190,000
REET 2nd Quarter Percent	6,000,000	15,413,590	21,413,590	14,517,770
REET 1st Quarter Percent	6,000,000	7,380,563	13,380,563	13,380,563
Public Safety & Judicial Grants	1,695,469	131,666	1,827,135	1,087,449
Public Safety Personnel Fund	6,710,280	6,064,327	12,774,607	8,856,810
Combined Communications Center (SFD Dispatch)	-	-	-	
Communications Building M&O	286,692	452,725	739,417	319,860
Community Development Fund	15,000	30,000	45,000	45,000
CD/HS Operations	-	-	-	-
Community Development Block Grants	10,230,000	-	10,230,000	10,230,000
CDBG Revolving Loan Fund	2,000,000	500,000	2,500,000	2,500,000
Misc. Community Development Grants	19,000	192,907	211,907	211,907
Home Program	5,400,000	-	5,400,000	5,400,000
Home Revolving Loan Fund	385,000	700,000	1,085,000	1,085,000
Housing Assistance Program	2,500	175,000	177,500	177,500
Affordable & Supportive Housing Fund	400,000	850,000	1,250,000	14,000
Emergency Rental Assistance Grant	150,000	-	150,000	150,000
Housing Trust Grant Fund	1,600	210,000	211,600	211,600
Rental Rehabilitation Fund	51,150	360,000	411,150	411,150
Trial Court Improvement Fund	64,608	730	65,338	64,608
Criminal Justice Assistance (Detention)	7,078,000	5,026,300	12,104,300	12,104,300
Financial Partnership Fund	189,815	-	189,815	189,815
Channel Five Equipment Reserve	230,430	326,000	556,430	230,430
Park Cumulative Reserve	1,363,000	3,376,845	4,739,845	3,742,596
Fire/EMS	68,996,643	-	68,996,643	68,996,643
Defined Contribution Administration	75,000	-	75,000	68,800
VOYA Defined Contribution Administration	46,000	-	46,000	45,913
Transportation Benefit Fund	3,277,827	3,073,192	6,351,019	5,019,083

Debt Service Funds				
GO Bond Redemption	17,160,562	7,314,608	24,475,170	17,160,562
Special Assessment Debt	530,000	172,850	702,850	183,982
Special Assessment Guaranty	2,500	589,981	592,481	8,000
Iron Bridge TIF Debt Service	101,361	109,219	210,580	101,361
University District LRF Debt Service	275,000	759,899	1,034,899	224,225
Capital Projects Funds				
General Capital Improvements	-	123,044	123,044	40,000
Arterial Street	47,607,295	6,155,522	53,762,817	42,305,986
Capital Improvements 2015 Park	-	763,361	763,361	760,000
Capital Improvements 2018 Library	-	6,347,790	6,347,790	6,347,790
Capital Improvements 1995	-	40,778	40,778	40,778
Kendall Yards TIF	400,000	-	400,000	400,000
West Quadrant TIF	465,000	1,488,935	1,953,935	1,953,935
University District LRF	195,000	-	195,000	195,000
Enterprise Funds				
Water	53,217,064	35,588,465	88,805,529	76,918,665
Water/Wastewater Debt Service	13,548,028	-	13,548,028	13,548,028
Integrated Capital Management	93,821,036	10,000,000	103,821,036	103,819,867
Sewer	67,706,278	25,909,622	93,615,900	81,883,239
Solid Waste Fund	89,152,629	24,993,483	114,146,112	98,483,192
Golf	4,924,818	2,173,785	7,098,603	5,324,191
Development Services Center	9,407,000	7,254,935	16,661,935	9,454,806
Internal Service Funds				
Fleet Services	17,403,857	138,495	17,542,352	17,501,654
Fleet Services Equipment Replacement	2,802,447	14,853,329	17,655,776	2,627,000
Public Works and Utilities	6,289,180	-	6,289,180	6,042,955
Information Technology (IT)	14,269,832	3,068,347	17,338,179	14,269,895
IT Capital Replacement	1,411,397	905,266	2,316,663	1,396,354
Reprographics	762,584	139,789	902,373	725,871
Purchasing & Stores	1,323,645	-	1,323,645	1,316,495
Accounting Services	5,781,275	-	5,781,275	5,770,451
My Spokane	1,921,854	-	1,921,854	1,909,411
Office of Performance Management	1,644,489	85,976	1,730,465	1,644,487
Risk Management	7,165,000	252,103	7,417,103	7,242,641
Workers' Compensation	6,829,500	4,254,829	11,084,329	6,753,206
Unemployment Compensation	304,000	738,020	1,042,020	588,476
Employee Benefits	46,270,354	17,308,220	63,578,574	47,864,022
Facilities Management - Operations	5,357,185	2,398,203	7,755,388	6,838,673

Facilities Management – Capital	11,122,121	282,639	11,404,760	11,272,121
Police Capital	1,398,636	-	1,398,636	1,398,636
Fire Capital	1,398,636	-	1,398,636	1,398,636
Capital Facilities	5,038,881	500,000	5,538,881	5,538,881
Trust and Agency Funds				
Finch Memorial Arboretum	8,000	-	8,000	8,000
Employees' Retirement (SERS)	28,302,000	12,201,225	40,503,225	40,444,056
Firefighters' Pension Fund	4,998,349	248,057	5,246,406	5,242,195
Police Pension Fund	60,000	-	60,000	60,000
BUILDING CODE RECORDS MGMT	1,500,100	-	1,500,100	1,500,100
MUNICIPAL COURT	3,579,556	-	3,579,556	3,579,037
TOTAL FUNDS	\$1,047,171,636	\$274,746,364	\$1,321,918,000	\$1,162,124,295

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2023 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

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

Passed by City Council December 12, 2022

Delivered to Mayor December 13, 2022

ORDINANCE NO. C36346

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.010 General Fund and Reserve Accounts – Establishment

- A. There is established a “general fund” into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.
 1. At the conclusion of each and every fiscal year, that year's positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
 - a. Contingency reserve account;
 - b. Revenue stabilization account;
 - c. Strategic reserve account.
 2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.

3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
 - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's long-term general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
 - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
 - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
 - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
 - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.
 - c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
 - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.

C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.

1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).
2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
 - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
 - b. Unforeseen emergency threatening health and/or safety of the citizens; or
 - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
 - d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.

D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.

1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).

2. Additional funds may be added to the strategic reserve account during the year when approved by the city council
3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
4. Disbursements from the strategic reserve account may be made for the following purposes.
 - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation, or
 - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.
- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.
- G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
 1. The city shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered general fund balance.
 2. This fund threshold shall include the aforementioned revenue stabilization, contingency, and strategic reserve funds and subsequent mentioned tactical reserve balance.
 3. There is established within the general fund reserve balance a tactical unassigned reserve balance which shall consist of all general fund reserve balances that exceed the aforementioned contingency reserve, revenue stabilization, and strategic reserve balances to be utilized for tactical unexpected expenditures.
- H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in 07.08.010 (G), the City must replenish the reserve fund balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.
 1. 2% minimum replenishment shall be explicitly identified in the annual budget.
 2. The replenishment of funds to the 25% target, must occur within five years, or less.
 3. The replenishment fund schedule in 07.08.010 (H) (1) can be paused (and extended) during times where the City has seen a decrease in general fund sales tax revenue from prior year(s).

Passed by City Council December 12, 2022
Delivered to Mayor December 13, 2022

ORDINANCE NO. C36347

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$4,800,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
- A) Of the increased appropriation, \$150,000 is provided as revenue replacement for the purpose of offsetting the amount of accessory dwelling unit permit fee waivers directed under the Spokane Municipal Code.
- B) Of the increased appropriation, \$4,000,000 is provided for the purpose of providing matching grant funding of one dollar for every dollar in outstanding utility bills written off or credited to the bills of economically challenged customers within the City of Spokane impacted by the COVID pandemic, on the condition that the City not waive or reduce any wastewater tax obligations owed under the Spokane Municipal Code to customers outside the City of Spokane without first obtaining approval by a majority of the Spokane City Council.
- C) Of the increased appropriation, \$150,000 is provided as revenue replacement for the purpose of developing a broadband infrastructure study supporting increased access within the City of Spokane.
- D) Of the increased appropriation, \$500,000 is provided for the purpose of helping the City fund current homelessness obligations.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority for funding supporting Spokane utility customers, aiding in increasing housing, increasing broadband access, and helping with homelessness efforts within the city, 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 December 12, 2022
Delivered to Mayor December 13, 2022**

Policies & Procedures

**CITY OF SPOKANE
DEPARTMENT WASTEWATER
PUBLIC RULE AND PROCEDURE**

**RULE 4310-22-01
LGL 2020-0023
RES 2022-0106**

TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES

**EFFECTIVE DATE: 12/17/2020
REVISION EFFECTIVE DATES: 12/22/2021; 1/1/2023**

1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A
Spokane Municipal Code (SMC) Chapter 13.03
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC section 1251 et seq.
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403
Chapter 90.48 RCW
Chapter 173-216 WAC
EPA Region 10 Model Ordinance for Pretreatment Programs
Enforcement Response Plan located at RPWRF
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

6.3 Fees and Charges:

- 6.3.1 Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.
- 6.3.2 Administrative appeal: Two hundred fifty dollars (\$250).
- 6.3.3 Publication of significant non-compliance notice: Costs as billed
- 6.3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.
- 6.3.5 Processing fee for NSF checks: As set by City Treasurer.
- 6.3.6 Administrative penalty: Five hundred dollars (\$500).
- 6.3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees
- 8.2 Appendix B – RPWRF Lab Analysis Fees

APPENDIX A
RPWRF - PRETREATMENT FEES

Pretreatment Fee	Dollar Amount
SIU Permit Issuance	9,871 / 5 years
SIU Permit Renewal	6,584 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	4,820
Other Inspection	Chemist - time basis
SIU Sampling	971
Other Sampling	Lab Tech - time basis
IDA Issuance	602
IDA Renewal	329
IDA Inspection	329
NSCIU Inspection	329
Violation Publication Fee	As charged by publisher
Other Violation Fees	Based on Fine Structure in the Pre-
Other Damage or Interference	Time and materials basis

APPENDIX B
RPWRF - LAB ANALYSIS FEES

Laboratory Analysis Fee	Dollar Amount
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List +	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals,	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	57
Standard Methods 4500 P Phosphorus, Total	11
Standard Methods 2540D - Total Suspended Solids (TSS)	19
Standard Methods 4500 - pH	32
Standard Methods 5210 - Biochemical Oxygen Demand	46
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	18
EPA Method 200.7 - Metals, Total (by ICP) - per metal	12

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.

SUPERVISORY PUBLIC SAFETY SYSTEMS ANALYST SPN 156 OPEN ENTRY

DATE OPEN: Monday, December 19, 2022

DATE CLOSED: Monday, January 9, 2023

SALARY: \$83,895.84 annual salary, payable bi-weekly, to a maximum of \$119,370.96

DESCRIPTION:

Under administrative direction, manages and supervises public safety information delivery and systems support operations, functions and staff within the Police or Fire department; assists executive management in planning, acquisition, implementation and maintenance of public safety information systems and related technology services; recommends and implements policies and procedures pertaining to assigned functions; coordinates and supervises the staff and day-to-day operations of the assigned work unit; manages assigned technology projects.

DUTIES:

This list is ILLUSTRATIVE only and is not a comprehensive listing of all functions and duties performed by the incumbent of this class. Duties may include, but are not limited to the following:

- Manages and supervises the public safety application programming and support operations, functions, and staff within the Police/Fire department; assists executive management in planning, organizing, directing, staffing, and controlling the activities of assigned areas.
- Provides advanced technical support and direction regarding the development, enhancement and maintenance of public safety applications programming and related information technology services; resolves difficult technical issues and problems; monitors workload statistics to plan capacity and other upgrades.
- Provides technical direction and leadership pertaining to public safety application systems; leads, participates in, and supports programming and development activities; develops and recommends job control processes to meet end-user requirements; ensures that job related deadlines are met.
- Recruits, selects, develops and trains assigned staff; assigns, directs, monitors, and evaluates staff work; ensures adherence to policies, standards, and procedures; identifies, recommends, and arranges for staff development; recommends and initiates employee discipline as authorized.
- Develops and recommends policies and procedures for assigned areas; participates in technology strategic planning activities and identifies opportunities to develop and enhance operational efficiencies; evaluates and recommends new tools, equipment, and methodologies to expedite and/or improve assigned processes.
- Coordinates and manages a wide range of complex information technology projects; reviews and recommends project goals and technical criteria; communicates with vendors and contractors to research products and services; develops requests for proposals; reviews and recommends vendor and contractor proposals; negotiates and administers assigned contracts and agreements; monitors and administers project budgets.
- Communicates and coordinates with other departments and divisions to help identify and achieve their information technology goals; facilitates discussions regarding business needs and objectives; analyzes and identifies system requirements; plans, develops and presents options and recommendations for technology solutions.

- Ensures the timely, accurate and prompt provision of customer service and monitors customer feedback; receives and resolves customer complaints; adjusts practices as needed.
- Assists with the preparation, monitoring and administration of the operational unit budget; compiles and analyzes workload data; consults with other departments regarding their information technology needs and plans; prepares complex correspondence, reports and statistical summaries.
- Attends and participates in meetings; serves on committees and task forces; represents the City to groups and individuals as assigned; continuously communicates with executive management regarding the status of assigned projects, issues, goals and objectives.
- Monitors and analyzes legislation and trends pertaining to information technology; recommends technology changes and upgrades to ensure that City technology is efficient, current and in compliance with regulations.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience

Combinations of education, training, and experience that are equivalent to the following minimum qualifications may be acceptable

Education: A Bachelor's degree from an accredited four-year college or university with major coursework in computer science, information systems or a related field; **AND**

Experience: Six years of professional information technology experience that included the development, enhancement and administration of emergency communications systems and related public safety applications. One year of supervisory experience is required including the development of policies, procedures, standards and best practices for information delivery services.

EXAMINATION DETAILS:

All applicants must meet the minimum qualifications and pass the examination for this position to be eligible for hire.

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.

Upon request, at time of application, City of Spokane 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.

The examination will consist of a Training and Experience Evaluation (T&E), with scoring weight assigned as follows:

- T&E 100%

TRAINING AND EXPERIENCE EVALUATION DETAILS:

Qualified applicants will receive a link to the Supervisory Public Safety Systems Analyst T&E, via email, prior to 4:00 p.m. Pacific Time on Thursday, January 12, 2023. Please note that this email will be sent from FastTest (noreply@fasttestweb.com). The test will be available for log-in until 4:00 p.m. Pacific time on Tuesday, January 17, 2023.

- Copies of your college or university transcripts (unofficial transcripts are accepted) may be a required part of this application and will be used to verify that you meet the minimum qualifications, as posted on the job announcement.
- Responses to your T&E questions should be consistent with the information given in your application details. Answers are subject to verification.
- Failure to complete all of the questions or incomplete responses will result in a lower score; therefore, it is advantageous for you to provide a full and complete response to each supplemental question.
- Resumes or questionnaires uploaded as attachments will not be accepted in lieu of completing each question online.
- "See Resume" or "See above," etc., and copy/paste from a previous answer are not qualifying responses and will not be considered.

TIP: It may be more efficient to develop your responses in a word processing document and then paste them into the online questionnaire to be submitted.

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 with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4th Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201
- Fax: (509) 625-6077

Please contact our office at 509-625-6160 immediately if you have any difficulties submitting your application.

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 19th day of December 2022.

MARK LINDSEY
Chair

KELSEY PEARSON
Chief Examiner

SUPERVISORY PUBLIC SAFETY SYSTEMS ANALYST SPN 156
PROMOTIONAL

DATE OPEN: Monday, December 19, 2022

DATE CLOSED: Monday, January 9, 2023

SALARY: \$83,895.84 annual salary, payable bi-weekly, to a maximum of \$119,370.96

DESCRIPTION:

Under administrative direction, manages and supervises public safety information delivery and systems support operations, functions and staff within the Police or Fire department; assists executive management in planning, acquisition, implementation and maintenance of public safety information systems and related technology services; recommends and implements policies and procedures pertaining to assigned functions; coordinates and supervises the staff and day-to-day operations of the assigned work unit; manages assigned technology projects.

DUTIES:

This list is ILLUSTRATIVE only and is not a comprehensive listing of all functions and duties performed by the incumbent of this class. Duties may include, but are not limited to the following:

- Manages and supervises the public safety application programming and support operations, functions, and staff within the Police/Fire department; assists executive management in planning, organizing, directing, staffing, and controlling the activities of assigned areas.
- Provides advanced technical support and direction regarding the development, enhancement and maintenance of public safety applications programming and related information technology services; resolves difficult technical issues and problems; monitors workload statistics to plan capacity and other upgrades.
- Provides technical direction and leadership pertaining to public safety application systems; leads, participates in, and supports programming and development activities; develops and recommends job control processes to meet end-user requirements; ensures that job related deadlines are met.
- Recruits, selects, develops and trains assigned staff; assigns, directs, monitors, and evaluates staff work; ensures adherence to policies, standards, and procedures; identifies, recommends, and arranges for staff development; recommends and initiates employee discipline as authorized.
- Develops and recommends policies and procedures for assigned areas; participates in technology strategic planning activities and identifies opportunities to develop and enhance operational efficiencies; evaluates and recommends new tools, equipment, and methodologies to expedite and/or improve assigned processes.
- Coordinates and manages a wide range of complex information technology projects; reviews and recommends project goals and technical criteria; communicates with vendors and contractors to research products and services; develops requests for proposals; reviews and recommends vendor and contractor proposals; negotiates and administers assigned contracts and agreements; monitors and administers project budgets.
- Communicates and coordinates with other departments and divisions to help identify and achieve their information technology goals; facilitates discussions regarding business needs and objectives; analyzes and identifies system requirements; plans, develops and presents options and recommendations for technology solutions.
- Ensures the timely, accurate and prompt provision of customer service and monitors customer feedback; receives and resolves customer complaints; adjusts practices as needed.
- Assists with the preparation, monitoring and administration of the operational unit budget; compiles and analyzes workload data; consults with other departments regarding their information technology needs and plans; prepares complex correspondence, reports and statistical summaries.
- Attends and participates in meetings; serves on committees and task forces; represents the City to groups and individuals as assigned; continuously communicates with executive management regarding the status of assigned projects, issues, goals and objectives.
- Monitors and analyzes legislation and trends pertaining to information technology; recommends technology changes and upgrades to ensure that City technology is efficient, current and in compliance with regulations.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:**Education and Experience**

Combinations of education, training, and experience that are equivalent to the following minimum qualifications may be acceptable

Education: A Bachelor's degree from an accredited four-year college or university with major coursework in computer science, information systems or a related field; **AND**

Experience: Six years of professional information technology experience that included the development, enhancement and administration of emergency communications systems and related public safety applications. One year of supervisory experience is required including the development of policies, procedures, standards and best practices for information delivery services.

EXAMINATION DETAILS:

All applicants must meet the minimum qualifications and pass the examination for this position to be eligible for hire.

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.

Upon request, at time of application, City of Spokane 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.

The examination will consist of a training and experience evaluation (T&E) and a performance evaluation (PAR) with scoring weight assigned as follows:

- T&E: 80%
- PAR: 20%

TRAINING AND EXPERIENCE EVALUATION DETAILS:

Qualified applicants will receive a link to the Supervisory Public Safety Systems Analyst T&E, via email, prior to 4:00 p.m. Pacific Time on Thursday, January 12, 2023. Please note that this email will be sent from FastTest (noreply@fasttestweb.com). The test will be available for log-in until 4:00 p.m. Pacific time on Tuesday, January 17, 2023.

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- Responses to your T&E questions should be consistent with the information given in your application details. Answers are subject to verification.
- Failure to complete all of the questions or incomplete responses will result in a lower score; therefore, it is advantageous for you to provide a full and complete response to each supplemental question.
- Resumes or questionnaires uploaded as attachments will not be accepted in lieu of completing each question online.
- "See Resume" or "See above," etc., and copy/paste from a previous answer are not qualifying responses and will not be considered.

TIP: It may be more efficient to develop your responses in a word processing document and then paste them into the online questionnaire to be submitted.

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.

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 with Job Title – Applicant Name in the subject line of the email
- In person or mail to: Civil Service Commission, 4th Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201
- Fax: (509) 625-6077

Please contact our office at 509-625-6160 immediately if you have any difficulties submitting your application.

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 19th day of December 2022.

MARK LINDSEY
Chair

KELSEY PEARSON
Chief Examiner

BRIDGE MAINTAINER I SPN 565
OPEN ENTRY

DATE OPEN: Monday, December 19, 2022

DATE CLOSED: Monday, January 9, 2023

SALARY: \$43,367.76 annual salary, payable bi-weekly, to a maximum of \$68,110.56

DESCRIPTION:

Performs semi-skilled to skilled manual work in preventive maintenance, reconstruction and repair of municipal bridges, trestles, guard rails, and related structures.

DUTIES:

- Assigned to and works on the bridge repair crew; however, employee is expected to work on other street maintenance crews, do unskilled manual work or perform other duties as conditions and weather require.
- Assists in the inspection, repair, reconstruction and preventative maintenance of all bridge elements, guardrails, trestles, and related structures.
- Assists in removing, cutting, shaping, and replacing damaged timbers, girders and plates which involve working over water and land at various heights and in tight confined spaces inhabited by bats and bugs.
- Cuts timbers and steel beams to size; drills, cuts, and connects steel girders and expansion plates.
- Assists in the installation, repair and fabrication of rails, sidewalks, curbs, gates, and fences, etc.
- Mixes and pours concrete, forms, and ties rebar, builds and places concrete forms, sandblasts, mixes and applies gunite, applies sealers and paints as directed.
- Operates hand, mechanical and power tools as the job requires.
- May operate equipment including dump trucks, front-end loaders and other equipment as the job requires.
- Performs related work as required and assists in snow removal operations.

MINIMUM QUALIFICATIONS:

Open Entry Requirements

Abilities & Experience: Able to read and write **and** must have one year of experience in construction performing carpentry, steel and concrete work.

License and Certifications:

All applicants must possess a valid driver's license.

Employees in this job class must meet these requirements within one year of employment:

- Class A Commercial Driver's License (CDL) with tank vehicle endorsement.
- NCCCO Certifications: Articulating Boom Crane, Articulating Boom Crane with Winch.

EXAMINATION DETAILS:

Candidates meet the minimum qualifications and pass the examination for this position to be eligible for hire. 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.

Upon request, at time of application, City of Spokane 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.

The examination will consist of a written test with weights assigned as follows:

- Written Test 100%

EXAMINATION DETAILS:

Testing will be conducted in the Civil Service Test Room (4th floor, City Hall) on Thursday, January 12, 2023 at 9:00 a.m. and 1:00 p.m. Additional test sessions may be made available depending on applicant volume and testing space. Applicants will be notified of these details, via email, upon closure of the recruitment.

The approximate duration of the test is 2 hours. The written test may include such subjects as:

- Building & Construction: Materials, Equipment, Methods, and Tools
- Interpersonal Skills
- Road Work
- Safety and Occupational Hazards
- Vehicle Operation

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:

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- In person or mail to: Civil Service Commission, 4th Floor-City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201
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Please contact our office at 509-625-6160 immediately if you have any difficulties submitting your application.

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 19th day of December 2022.

MARK LINDSEY
Chair

KELSEY PEARSON
Chief Examiner

BRIDGE MAINTAINER I SPN 565
PROMOTIONAL

DATE OPEN: Monday, December 19, 2022

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SALARY: \$43,367.76 annual salary, payable bi-weekly, to a maximum of \$68,110.56

DESCRIPTION:

Performs semi-skilled to skilled manual work in preventive maintenance, reconstruction and repair of municipal bridges, trestles, guard rails, and related structures.

DUTIES:

- Assigned to and works on the bridge repair crew; however, employee is expected to work on other street maintenance crews, do unskilled manual work or perform other duties as conditions and weather require.
- Assists in the inspection, repair, reconstruction and preventative maintenance of all bridge elements, guardrails, trestles, and related structures.
- Assists in removing, cutting, shaping, and replacing damaged timbers, girders and plates which involve working over water and land at various heights and in tight confined spaces inhabited by bats and bugs.
- Cuts timbers and steel beams to size; drills, cuts, and connects steel girders and expansion plates.
- Assists in the installation, repair and fabrication of rails, sidewalks, curbs, gates, and fences, etc.
- Mixes and pours concrete, forms, and ties rebar, builds and places concrete forms, sandblasts, mixes and applies gunite, applies sealers and paints as directed.
- Operates hand, mechanical and power tools as the job requires.
- May operate equipment including dump trucks, front-end loaders and other equipment as the job requires.
- Performs related work as required and assists in snow removal operations.

MINIMUM QUALIFICATIONS:

Open Entry Requirements

Abilities & Experience: Able to read and write **and** must have one year of experience in construction performing carpentry, steel and concrete work.

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:** One year of experience with the City in the classification of Laborer II (SPN: 502) in the Streets Department. **OR** One year of experience with the City in the classification of Laborer II (SPN 502); **AND** one year of experience in construction performing carpentry, steel and concrete work.

License and Certifications:

All applicants must possess a valid driver's license.

Employees in this job class must meet these requirements within one year of employment:

- Class A Commercial Driver's License (CDL) with tank vehicle endorsement.
- NCCCO Certifications: Articulating Boom Crane, Articulating Boom Crane with Winch.

EXAMINATION DETAILS:

Candidates meet the minimum qualifications and pass the examination for this position to be eligible for hire. 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.

Upon request, at time of application, City of Spokane 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.

The examination will consist of a written test with weights assigned as follows:

- Written Test: 80%
- Performance Evaluation: 20%

EXAMINATION DETAILS:

Testing will be conducted in the Civil Service Test Room (4th floor, City Hall) on Thursday, January 12, 2023 at 9:00 a.m. and 1:00 p.m. Additional test sessions may be made available depending on applicant volume and testing space. Applicants will be notified of these details, via email, upon closure of the recruitment.

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

Please contact our office at 509-625-6160 immediately if you have any difficulties submitting your application.

By order of the SPOKANE CIVIL SERVICE COMMISSION, dated at Spokane, Washington, this 19th day of December 2022.

MARK LINDSEY
Chair

KELSEY PEARSON
Chief Examiner

Notice for Bids

Paving, Sidewalks, Sewer, etc.

Shiloh Hills Lift Station Rehabilitation and Force Main Replacement Engineering Services File No. 2021091

This project consists of the rehabilitation of the existing Shiloh Hills Lift Station including submersible pumps, piping, valves, relocation of an owner provided generator canopy, fencing, natural gas fired generator with transfer switch, new electrical service, and associated electrical controls to support the function of the lift station. Additionally, this project will include construction of approximately 738 linear feet of sanitary sewer force main, 1,178 square yards of 3-inch thick HMA paving, 14 square yards of concrete sidewalk with driveway, sundry utility adjustments, and other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. January 23, 2023, for the above project located in Spokane, Washington, in accordance with the Contract Documents on file at the Department, Engineering Services. Bid shall be delivered by hand, mail, or courier service to City Hall, 808 W. Spokane Falls Blvd. Spokane, WA 99201. Hand-delivered bids shall be delivered to the first floor of City Hall between noon and 1:00 p.m. on bid opening day to purchasing agent present. All bid packages shall be in sealed envelopes marked with the following text: "Attn: Purchasing – Bid Documents Enclosed, YYY Project", where YYY is the project name.

The bids will be publicly opened and read at 1:15 p.m. online using Microsoft Teams. If you would like to view the bid opening, please utilize one of the following options: to watch, go to our website: <https://my.spokanecity.org/business/bid-and-design/current-projects/> click on the link to the Microsoft Teams meeting on the right-hand side of the page. Alternatively, it may be simpler to listen by phone, which can be done as follows: call (323) 618-1887, then enter the access code 533 854 149 followed by #.

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin 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 2022 Standard Specifications.

Note regarding new apprentice program requirements: Section 1-07.9(3) herein has been substantially revised including a new bid item and larger penalties for non-compliance.

A pre-bid conference will be held at the office of the Engineering Services Department (998 E. North Foothills Dr., Spokane, WA 99207) in their small conference room at 10:00 a.m. on January 10, 2023.

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 B. Failure to promptly submit the form including supporting documentation if required may delay award of the Contract.

Publish: December 21 and 28, 2022 and January 4, 2023

Notice for Bids

Supplies, Equipment, Maintenance, etc.

PAYMENT GATEWAYS City of Spokane Innovation & Technology Services RFI #5769-22

Description: The City of Spokane is soliciting electronic Responses for Payment Gateway information.

All Responses shall be submitted electronically through the City of Spokane's online procurement system no later than **1:00 p.m. on MONDAY, JANUARY 23, 2023**. Hard copy and/or late submittals will not be accepted. Responses must be submitted sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Responses submitted late.

Sealed Responses will be unsealed and acknowledged at the 1:15 p.m. public bid opening meeting via **Microsoft Teams** on **MONDAY, JANUARY 23, 2023**. To watch the City of Spokane Bid Opening Meeting, go to our City Purchasing Department website: <https://my.spokanecity.org/administrative/purchasing/> then click on the link to the Microsoft Teams meeting on the right-hand side of the page. Alternatively, it may be simpler to listen by phone which can be done as follows: call (323) 618-1887 then enter the access code 533 854 149 followed by #.

The Request for Information document is available for download through the City of Spokane's online procurement system <https://spokane.procureware.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 Respondents to check the City of Spokane's online procurement system identified above for Addenda or other additional information that may be posted regarding this Request for Information.

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

The right is reserved to waive any informalities.

Connie Wahl, C.P.M., CPPB
City of Spokane Purchasing

Publish: December 14, 21, 28, 2022 & January 4, 2023

Water & Hydroelectric Services ITB 5794-22

Description: The City of Spokane is seeking electronic bids for products to be used by the Water & Hydroelectric Services department in support of their 2023 construction and maintenance season.

Bid Opening: Sealed electronic bids will be accepted until Tuesday, January 3, 2023 at 1:00pm. Bids will be publicly opened at 1:15pm. To participate in bid opening, please visit the City's website at <https://my.spokanecity.org/administrative/purchasing/> for the link to attend virtually and the number to attend by telephone. All bid responses must be submitted electronically through the City of Spokane's bidding portal at <https://spokane.procureware.com> before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

To view this solicitation and submit a bid response, you must be a registered supplier on the City's bidding portal at <https://spokane.procureware.com>. Solicitation documents will not be mailed, e-mailed, or provided in person. Once registered, you will also be added to the solicitation's distribution list for changes and/or modifications via email notification.

Please submit any questions on our bidding portal to the 'Clarifications' tab under the applicable project number.

The City reserves the right to reject any and all submissions and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm submissions completed and submitted electronically will be tabulated.**

Samantha Johnson
Purchasing Department

Publish: December 7, 14, 21, & 28, 2022

**Auto Body Repair Services
#RFP 5800-23**

Description: The City of Spokane is soliciting electronic proposals for Auto Body Repair Services

Bid Opening: Sealed electronic bids will be accepted until **Tuesday, January 3, 2023 at 1:00pm**. Bids will be publicly opened at 1:15pm. To participate in bid opening, please visit the City's website at <https://my.spokanecity.org/administrative/purchasing/> for the link to attend virtually and the number to attend by telephone. All bid responses must be submitted electronically through the City of Spokane's bidding portal at <https://spokane.procureware.com> before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

To view this solicitation, access Plans and Specifications, and submit a proposal, you must first register in the City's bidding portal at <https://spokane.procureware.com>. Solicitation documents will not be mailed, e-mailed, or provided in person. Once registered, you will also be added to the solicitation distribution list for changes and/or additions via Addenda form.

Potential bidders are asked to post their questions on our bidding portal under the tab labeled "Clarifications" under the relative project number.

The right is reserved to reject any and all proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm proposals with signatures will be tabulated.**

Thea Prince
Purchasing Department

Publish: December 14 & 21, 2022
