



Official Gazette

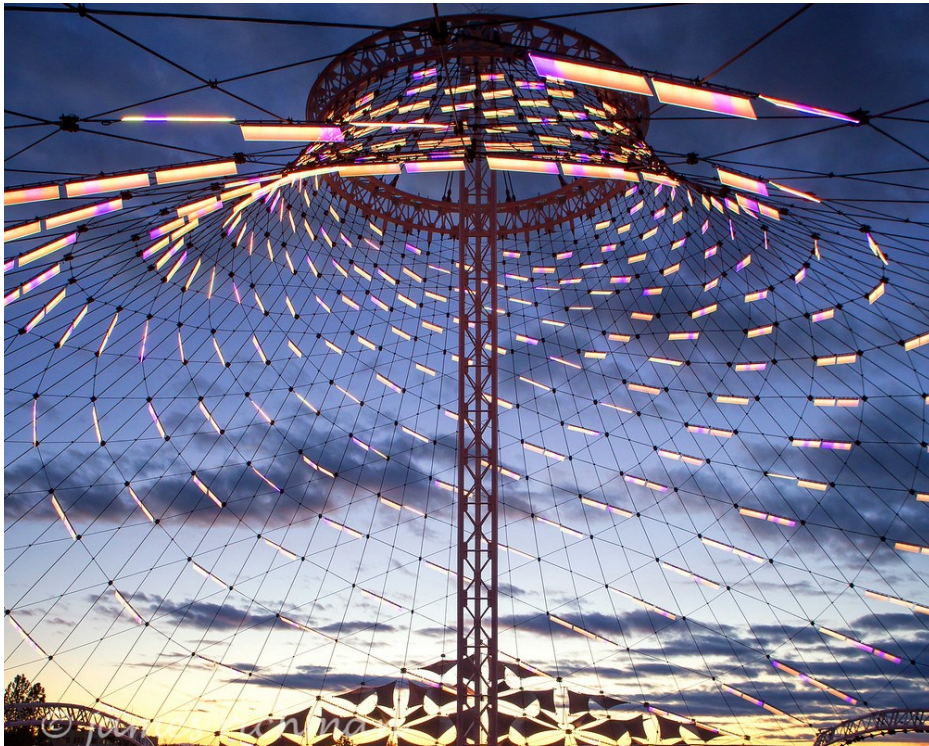
City of Spokane, Washington

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

Volume 114

APRIL 24, 2024

Issue 17



MAYOR AND CITY COUNCIL

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY

WILKERSON

COUNCIL MEMBERS:

JONATHAN BINGLE (DISTRICT 1)

MICHAEL CATHCART (DISTRICT 1)

PAUL DILLON (DISTRICT 2)

KITTY KLITZKE (DISTRICT 3)

LILI NAVARRETE (DISTRICT 2)

ZACK ZAPPONE (DISTRICT 3)

The Official Gazette

(USPS 403-480)

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INSIDE THIS ISSUE

MINUTES	470
HEARING NOTICES	475
GENERAL NOTICES	477
ORDINANCES	478
POLICIES AND PROCEDURES	489
JOB OPPORTUNITIES	494
NOTICES FOR BIDS	495

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Minutes

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 15, 2024

BRIEFING SESSION

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

Roll Call

On roll call, Council President Wilkerson and Council Members Bingle, Dillon, Navarrete, and Zappone were present. Council Members Cathcart and Klitzke arrived at 3:35 p.m.

Interim City Administrator Garrett Jones; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

Candidate Interviews – Community, Housing and Human Services (CHHS) Board and Human Rights Commission

The City Council interviewed the following individuals: Caroline Yu, Wes Anderson, and Flor Castaneda, all three candidates for appointment to the Community, Housing and Human Services (CHHS) Board, and Kurtis Robinson and Susan McFadden, both candidates for appointment to the Human Rights Commission.

Current Agenda Review

The City Council reviewed the April 15, 2024, Current Agenda for any amendments.

Special Budget Ordinance C36506 (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Motion by Council Member Zappone, seconded by Council Member Cathcart, **to amend Special Budget Ordinance C36506**—arising from the need to adjust pay ranges to align with salary analysis (for the first quarter of 2024)—with Wilkerson proposed amendment filed April 11, 2024 (changes the grade of the Budget Director – Office of the City Council from 65 to 50); **carried 7-0.**

Advance Agenda Review

The City Council received an overview of the April 22, 2024, Advance Agenda items.

Hearing on Interim Zoning Ordinance C36487

Motion by Council Member Klitzke, seconded by Council Member Dillon, **to defer** the Hearing on Interim Zoning Ordinance C36487 (passed by City Council on March 4, 2024, concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code) to April 29, 2024; **carried 7-0.**

Action to Approve April 22, 2024, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the April 22, 2024, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Klitzke, seconded by Council Member Zappone, **to approve** the April 22, 2024, Advance Agenda, as amended; **carried 7-0.**

Council Recess/Executive Session

The City Council recessed at 4:57 p.m. No executive session was held. The City Council reconvened at 6:01 p.m. for the Legislative Session.

LEGISLATIVE SESSION**Land Acknowledgement**

Council President Wilkerson started the meeting off by reading the "Land Acknowledgement" (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call

On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, Klitzke, Navarrete, and Zappone were present.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

COUNCIL PROCLAMATION

April 2024 *Financial Literacy Month*

Council Member Bingle read the proclamation. Sherri Richardson of Junior Achievement of Washington accepted the proclamation and thanked the City Council for the proclamation.

The proclamation is attached to these minutes for reference.

There were no **Reports from Community Organizations**.

BOARD AND COMMISSION APPOINTMENTS

Appointments to Community, Housing, and Human Services Board (CPR 2012-0033) and Spokane Human Rights Commission (CPR 1991-0068)

Upon 6-1 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Kurtis Robinson to the Spokane Human Rights Commission for a three-year term from April 8, 2024, to April 8, 2027.

Upon 5-2 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Susan McFadden to the Spokane Human Rights Commission for a three-year term from April 8, 2024, to April 8, 2027.

Upon 7-0 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Christabel Agyei to the Community, Housing and Human Services Board for a three-year term from April 8, 2024, to April 8, 2027.

Upon 5-2 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Flor Castaneda to the Community, Housing and Human Services Board for a three-year term from April 8, 2024, to April 8, 2027.

Upon 6-1 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of James Randall to the Community, Housing and Human Services Board for a three-year term from April 8, 2024, to April 8, 2027.

Upon 6-1 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Caroline Yu to the Community, Housing and Human Services Board for a three-year term from April 8, 2024, to April 8, 2027.

Upon 7-0 Voice Vote, the City Council **approved** (and thereby confirmed) the appointment of Wes Anderson to the Community, Housing and Human Services Board as the Veteran Representative for a three-year term from April 8, 2024, to April 8, 2027.

CONSENT AGENDA

After public testimony and Council commentary, the following action was taken:

Upon 7-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items; **carried 7-0**:

Value Blanket with CompuNet for the purchase of Cisco hardware products and license subscriptions without bringing each purchase over the City purchase limit (currently \$50,000) to City Council for approval from May 15, 2024, through May 14, 2025—\$500,000 (incl. tax). (OPR 2024-0277) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Contract Renewal 1 of 3 with Arch Staffing & Consulting (Miami, FL) for technical services in support of Project Management Office and Information Technology projects from May 1, 2024, through April 30, 2025—\$150,000. (OPR 2022-0344 / RFP 5435-21) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

No-cost Contract Amendment with Inland NW AGC Apprenticeship and Journeyman Training Trust (Spokane Valley, WA) effective November 28, 2022, to revise budget to allow for full spend-down on the contract by the end of 2024 or in early 2025. (OPR 2022-0853) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through April 5, 2024, total \$12,527,254.92 (Check Nos.: 602094-602216; ACH Nos.: 127964-128193; Credit Card Nos.: 000008-000014), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$12,271,258.61. (CPR 2024-0002)

City Council Urban Experience Committee Meeting Minutes: April 8, 2024. (CPR 2024-0017)

Public Works Agreement with Cameron Reilly, LLC (Spokane Valley, WA) for Howard Street Signing, Restriping, and Traffic Islands project—\$48,337. An administrative reserve of \$4,833.70, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (Deferred from April 8, 2024, Agenda) (OPR 2024-0246 / ENG 2023102) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36506 (as amended during the 3:30 p.m. Briefing Session) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

After public testimony and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **passed Special Budget Ordinance C36506**, as amended, amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Various Funds to make grade and associated pay range changes for various positions (as more specifically described in the ordinance).

(This action arises from the need to adjust pay ranges to align with salary analysis.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Ayes: Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: Bingle
Abstain: None
Absent: None

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2024-0035 (Council Sponsors: Council President Wilkerson and Council Member Cathcart)

After an opportunity for public testimony, with none received, and Council commentary, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2024-0035** approving indemnification and defense of employees of the City of Spokane (in the matter of the United States District Court for the Eastern District of Washington, Cause No. 2:23-cv-0262-TOR).

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Resolution 2024-0034 (Cross-Reference: OPR 2024-0252) (Deferred from April 8, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **adopted Resolution 2024-0034** declaring Huber Technology, Inc. (Denver, NC) a sole source provider and authorizing the purchase of parts, supplies and service for SE EscaMax Fine Screen and HydroPress Washer Compactor parts for the Riverside Park Water Reclamation Facility for a period of five (5) years for up to \$1,100,000 without public bidding.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

FINAL READING ORDINANCES**Final Reading Ordinance C36500 (First Reading held March 11, 2024) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)**

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36500** granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Ziplly Fiber, LLC, subject to certain conditions and duties as further provided.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

Final Reading Ordinance C36505 (Council Sponsors: Council Members Klitzke, Bingle, and Zappone)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 7-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36505** amending Ordinance C33671 that vacated the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south. (Striking an easement.)

Ayes: Bingle, Cathcart, Dillon, Klitzke, Navarrete, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: None

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

There were no **Hearings**.

[The City Clerk left the meeting at 6:22 p.m., at the start of Open Forum (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by Council Director Giacobbe Byrd for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

1. Justin Haller
2. Glen Stockwell
3. Will Hulings
4. Jay MacPherson
5. Lukas Gianni

6. Kristi Jensen
7. Dan DeBoise
8. War Bear
9. Kyle McCarthy
10. Anwar Peace
11. Ka'din Rahman
12. Mackenzie Draper
13. CJ
14. Tanya Comstock
15. Eugene Knowles
16. Ron LeBrun
17. Megra Flatman
18. Cherrie Barnett

ADJOURNMENT

Motion by Council Member Cathcart, seconded by Council Member Bingle, **to adjourn; carried 7-0.**

There being no further business to come before the City Council, the meeting adjourned at 7:07 p.m.

Referenced attachment (Council Proclamation) on file in the Office of the City Clerk.

MEETING MINUTES
City of Spokane
City Council-Mayor Joint Special Meeting to Discuss Budget
(held in a study session format)
Central Library, Events Room A
April 11, 2024

Meeting Recording: <https://vimeo.com/93349329>

Call to Order: 11:01 a.m.

Attendance:

Council Members Present: Council President Wilkerson, Council Members Zappone, Cathcart, Bingle, Dillon, Navarrete, and Klitzke.

Council Members Absent: None

Agenda Items:

- Public Safety – Police, Fire, Courts & Emergency Management
 - o Police, Fire & Courts
 - ◇ Where are things currently (Budgetary, Operational, etc.)
 - ◇ What are the goals for the future?
 - ◇ Capital Needs
 - o Emergency Management
 - ◇ Where are things currently (Budgetary, Operation, etc.) vs Goals for the future?

Executive Session:

None

Adjournment:

The meeting adjourned at 12:02 p.m.

MEETING MINUTES
City of Spokane
Council ARPA Dot Exercise
(held in a study session format)
Central Library, Events Room A
April 11, 2024

Meeting Recording: <https://vimeo.com/933826691>

Call to Order: 12:17 p.m.

Attendance:

Council Members Present: Council President Wilkerson, Council Members Zappone, Cathcart, Bingle, Dillon, Navarrete, and Klitzke (left at 12:35 p.m. and returned at 12:36 p.m.)

Council Members Absent: None

Agenda Items:

- Council Member Dot Exercise for potential ARPA funding claw backs

Executive Session:

None

Adjournment:

The meeting adjourned at 12:47 p.m.

Hearing Notices

NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENT TO THE SPOKANE MUNICIPAL CODE: PAPER CUTS CODE AMENDMENTS Q1 2024
PROPOSED ORDINANCE C36514

The City of Spokane City Council will hold a Public Hearing in a hybrid format on Monday, April 29, 2024 beginning at 6 p.m. in the Council Chambers, Lower Level of City Hall, 808 West Spokane Falls Blvd. and virtually, to receive public testimony regarding proposed amendments to 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; and new section 17C.190.255 Public Parking Lot. Information about the City Council agenda and how to join the meeting and testify is available on the City's website:

<https://my.spokanecity.org/citycouncil/meetings/>.

Public testimony on these amendments will be taken at the hearing and will be made part of the record. Written comments and oral testimony at the public hearing will be made part of the public record.

Only the applicant, persons submitting written comments, and persons testifying at the hearing may appeal the decision. Any person may submit written comments, appear at the public hearing, or request additional information by contacting: Planning and Development Services Dept., 808 W. Spokane Falls Blvd., Spokane, WA, 99201-3329. To submit comments or request more information contact: Jackie Churchill, jchurchill@spokanecity.org.

Any person may submit written comments on the proposed action or call for additional information:

City of Spokane, Planning Services and Economic Development
 Jackie Churchill, Planner I, 808 W. Spokane Falls Blvd., Spokane, WA 99201
 (509) 625-6500; jchurchill@spokanecity.org

Description of the proposal: This proposal will amend sections 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

Location: Citywide

SEPA: A Determination of Nonsignificance for the text amendments was issued on February 28, 2024, under WAC 197-11-340(2). The lead agency did not take action on this item for fourteen days following issuance of the DNS and the comment period ended on March 13, 2024.

To learn more: Contact Jackie Churchill, jchurchill@spokanecity.org

How to Attend the Meeting: The Public can attend the meeting in-person in the City Council Chambers at 808 W Spokane Falls Blvd. People may also attend online via Webex or call in by phone to hear and testify. Access the meeting link and call-in information at the agenda posted in advance on the City Council's webpage: <https://my.spokanecity.org/citycouncil/meetings/>.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**NOTICE OF CITY COUNCIL PUBLIC HEARING
INTERIM ZONING ORDINANCE CONCERNING THE DEFINITION
OF PUBLIC PAKING LOT
(Ordinance C36497)**

The Spokane City Council will hold a public hearing in a hybrid format on **Monday, April 29, 2024, at 6:00 p.m.** in Council Chambers, Lower Level of Spokane City Hall, 808 W. Spokane Falls Blvd., and virtually, to receive public testimony related to the approved Interim Zoning Ordinance C36497 concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code. Information about the City Council agenda and how to join the meeting and testify is available on the City's website at: <https://my.spokanecity.org/citycouncil/meetings/>. Oral testimony and written comments submitted during the hearing will be made part of the public record.

Subject: On March 4, 2024, the City Council approved Interim Zoning Ordinance C36497 concerning the definition of Public Parking Lot in Title 17, and adding a new chapter 17C. 415 to the Spokane Municipal Code. The interim ordinance clarifies which parking lot uses are permitted in Centers and Corridors. This interim zoning ordinance will be in effect until August 24, 2024, unless extended or canceled by the City Council during this public hearing. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate how to make these measures permanent pursuant to the process set forth in Chapter 17G.025 of the Spokane Municipal Code.

Location: Citywide, the interim zoning ordinance is not site specific.

Any person may submit written comments on the proposed action or call or email for additional information:

City Council Office
Chris Wright, City Council Policy Advisor
808 West Spokane Falls Boulevard
Spokane, WA 99201-3329
Phone (509) 625-6210
cwright@spokanecity.org

How to Attend the Meeting: The public can attend the meeting in-person in the City Council Chambers at 808 W Spokane Falls Blvd. People may also attend online via Webex or call in by phone to hear and testify. Access the meeting

link and call-in information at the agenda posted in advance on the City Council's webpage: <https://my.spokanecity.org/citycouncil/meetings/>. The meeting will also be streamed live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live>.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

General Notices

In the Superior Court of the State of Washington for the County of Spokane, No. 24201142-32

CITY OF SPOKANE, a municipal corporation, Plaintiff, v. RUSSELL GUTBROD, property owner of 628 S Hatch St., Spokane, Washington,

STATE OF WASHINGTON. DEPARTMENT OF SOCIAL AND HEALTH SERVICES, lienholder, Defendants.

The State of Washington to Russell Gutbrod, as the listed owner and with an interest in the real estate described in the complaint herein, Defendant:

You are hereby summoned to appear within sixty days after the date of the first publication of this summons, to wit, within sixty days after the 27th day of March, 2024, and defend the above entitled action in the above entitled court, and answer the complaint of the plaintiff City of Spokane, and serve a copy of your answer upon the undersigned attorney for plaintiff, at his office below stated; and in case of your failure so to do, judgment will be rendered against you according to the demand of the complaint, which has been filed with the clerk of said court. The object of the action is the abatement of substandard, unfit, abandoned building and nuisance property known as 628 South Hatch Street, Spokane, Washington, Spokane County Parcel Number 35202.4811, and the appointment of a receiver to the sell the property free and clear of liens and rights of redemption.

Plaintiff City of Spokane's Attorney:
Matthew M. Folsom
Office of the City Attorney
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

In the Superior Court of the State of Washington for the County of Spokane, No. 24201141-32

CITY OF SPOKANE, a municipal corporation, Plaintiff, v. MAUREEN ELIZABETH FILINA, property owner of 704 E Hartson Ave., Spokane, Washington,

WESTERN UNITED LIFE ASSURANCE CO., Beneficiary, METROPOLITAN MORTGAGE & SECURITIES CO., Beneficiary, Defendants.

The State of Washington to Maureen Elizabeth Filina, as the listed owner and with an interest in the real estate described in the complaint herein, Defendant:

You are hereby summoned to appear within sixty days after the date of the first publication of this summons, to wit, within sixty days after the 27th day of March, 2024, and defend the above entitled action in the above entitled court, and answer the complaint of the plaintiff City of Spokane, and serve a copy of your answer upon the undersigned attorney for plaintiff, at his office below stated; and in case of your failure so to do, judgment will be rendered against you according to the demand of the complaint, which has been filed with the clerk of said court. The object of the action is the abatement of substandard, unfit, abandoned building and nuisance property known as 704 East Hartson Avenue, Spokane, Washington, Spokane County Parcel Number 35204.0606, and the appointment of a receiver to the sell the property free and clear of liens and rights of redemption.

Plaintiff City of Spokane's Attorney:
 Matthew M. Folsom
 Office of the City Attorney
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201-3326

Ordinances

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

ZIPLY FIBER LLC TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C36500

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

THE CITY OF SPOKANE DOES ORDAIN:

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

Section 1. Definitions

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

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

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

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

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way

or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

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

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

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Ziplly Fiber LLC., as Grantee, hereafter also "Grantee". Grantee is registered with the WUTC as a competitive telecommunications company and is a Washington limited liability company whose home office is 135 Lake Street South, Suite 155., Kirkland WA 98033. 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:

Ziplly Fiber LLC.
135 Lake Street South, Suite 155
Kirkland, WA 98033

Email: Legal@ziplly.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: email: legal@ziplly.com.

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

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

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

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

Section 3. Limits on Permission

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

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

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

Section 4. Effective Date, Term

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

Section 5. General Provisions

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

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

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

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its 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 or 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 Grantee's facility is already occupied by City utilities the grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of

the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

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

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

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five 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. Upon written/formal request by the City; whenever the 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. 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 third party 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.

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.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

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 or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

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

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

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

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

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

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

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 April 15, 2024
Delivered to Mayor April 19, 2024

ORDINANCE NO. C36505

An ordinance amending Ordinance C-33671 that vacated the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south.

WHEREAS, a petition for the vacation of the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south 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 east 15 feet of Lacey Street from Gordon Avenue to 620 feet south is hereby vacated. S/E1/4 S4 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 the City of Spokane Water & Hydroelectric Service Department to protect existing and future utilities, and no structures or other obstructions shall be erected or placed within twenty feet east the water main centerline as projected on the surface without the prior written approval of the Director of Engineering Services.~~

~~Section 3. Adequate emergency vehicle access must be maintained to existing and future buildings.~~

~~Section 4. 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 assessed value of the area herein vacated.~~

Passed by City Council April 15, 2024
Delivered to Mayor April 19, 2024

ORDINANCE NO. C36506

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Merit System Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	045A	Merit System Analyst I	N/A	39		\$66,043-\$93,542

- 3) Change the grade and associated pay range for the Merit System Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	045B	Merit System Analyst II	N/A	43		\$72,788-\$103,252

- 4) Change the grade and associated pay range for the Merit System Analyst III position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	047	Merit System Analyst III	N/A	47		\$80,263-\$113,504

- 5) Change the grade and associated pay range for the Senior Merit System Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	052	Senior Merit System Analyst	N/A	51		\$88,467-\$125,927

- 6) Change the grade and associated pay range for the Budget Director – Office of City Council position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
NON-REP	833	Budget Director – Office of the City Council	65	50	\$124,820.64 - \$174,097.44	\$83,958.48 - \$118,097.28

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

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426-\$98,345	\$74,667-\$106,070

Section 3. That in the budget of the Community Development & Human Services Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426-\$98,345	\$74,667-\$106,070

Section 4. That in the budget of the Fire and Emergency Medical Services (EMS) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Social Response Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	065	Social Response Manager	38	42	\$64,436-\$91,246	\$70,971-\$100,725

Section 5. That in the budget of the Golf Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

Section 6. That in the budget of the Development Services Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Plan Examiner position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	328	Plan Examiner	42	43	\$70,971-\$100,725	\$72,788-\$103,252

- 2) Change the grade and associated pay range for the Permit Center Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	024	Permit Center Supervisor	N/A	48	-0-	\$61,638-\$101,498

Section 7. That in the budget of the Accounting Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426-\$98,345	\$74,667-\$106,070

- 3) Change the grade and associated pay range for the Accounting Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	114	Accounting Manager	49	52	\$84,251-\$118,807	\$90,536-\$128,809

- 4) Change the grade and associated pay range for the Accounting System Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	117	Accounting System Administrator	N/A	47		\$80,263-\$113,504

Section 8. That in the budget of the Employee Benefits Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Benefits Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	055	Senior Benefits Specialist	39	42	\$66,043-\$93,542	\$70,971-\$100,725

- 2) Change the grade and associated pay range for the HR Management System Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	056	HR Management System Specialist	N/A	42		\$70,971-\$100,725

Section 9. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Environmental Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	672	Senior Environmental Analyst	N/A	49		\$84,251-\$118,807

Section 10. 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 pay ranges to align with salary analysis, 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 April 15, 2024
Delivered to Mayor April 19, 2024

Policies and Procedures

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 5600-24-04 LGL 2006-0018
<p>TITLE: BUSINESS EXPENSE REIMBURSEMENT EFFECTIVE DATE: April 11, 2006 REVISED EFFECTIVE DATE: April 17, 2024</p>	

1.0 GENERAL

1.1 The purpose of this policy is to identify and provide guidelines regarding valid business expenses for which an employee or quasi-employee may qualify for reimbursement of reasonable expenses while on official City business. It is assumed and expected that expenses incurred under this policy will be appropriate to the circumstances and consistent with the best interests of the City and its citizens.

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 policy shall apply to all City divisions and departments.

3.0 REFERENCES

Admin Travel Policy 0410-24-4
SMC section 3.07.040
SMC section 3.07.010
RCW 43.03.050

4.0 DEFINITIONS

- 4.1 **"Excessive light refreshments"** is purchasing significantly more food or beverage than is reasonable. For example, providing 3 bottles of water for each person in attendance and providing an unreasonable amount of snack options. This concept will vary depending on the meeting time, meeting length, and number of attendees.
- 4.2 **"Hosting"** includes, but is not limited to, those activities that are intended to lobby a governmental official or are a social rather than governmental business event.
- 4.3 **"Light refreshments"** are non-alcoholic beverages and edible items frequently given between meals but not meant to replace meals. Coffee/tea, soda/bottled water, cookies, pieces of fruit, or packaged snacks are examples of light refreshments. Departments are strongly encouraged to incorporate healthy foods and beverages.
- Coffee and coffee supplies found in departmental breakrooms and consumed primarily by employees are not considered light refreshments.
- 4.4 **"Private celebrations"** include birthdays, receptions for new, existing, and/or retiring employee or officials, and other events that are social in nature and are not a government business event.
- 4.5 **"Reasonable expense"** means a cost incurred that is prudent and fair and do not exceed what a prudent person would have taken under the circumstances prevailing at the time of the decision to incur the cost that was made.
- 4.6 **"Service Club"** is a voluntary nonprofit organization where members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations.
- 4.7 **"Quasi-employees"** include members of boards, commissions, citizen committees, volunteers, and others who are participating in City business without compensation.

5.0 POLICY

5.1 Non-Travel Meals

- 5.1.1 The City shall provide reimbursement on a per diem basis to City employees for reasonable and necessary meal expenses incurred when conducting City business. Reimbursements shall be made for expenses incurred for non-travel meals and must be pre-approved by the appropriate department head or division director by filling out the *Request for Prior Approval for Allowable Expenses /Meal & Light Refreshment Expense Voucher* and providing all documentation to be an allowable business expense.
- 5.1.2 This authority is not intended for use with normal daily business of employees or officials, but rather for special situations or occasions.
- 5.1.3 The purpose of the meeting is to conduct official city business or to provide training to city employees or city officials; AND
- 5.1.4 The meals are an integral part of the business meeting or training session. Integral is defined as: "essential to completeness; part of the of the curriculum; formed as a unit with another part." AND
- 5.1.5 The meeting or training is a special situation or occasion outside of the normal daily business of city employees. City funds may not be used to provide meals for routine staff/departmental meetings or any event deemed to be social in nature.
- 5.1.6 Instances where the cost of meals are reimbursable include:
- a. Meals in connection with authorized attendance at conventions or conferences in accordance with the City's ADMIN Travel Policy 0410-24-4.

- b. Meals incurred in the necessary discharge of the employee's official duties and takes place away from the regular workplace. Reimbursement will be made only in those instances when a clearly official function is performed. Casual or routine meals with individuals, consultants, volunteers, employees of the City or other local agencies where the purpose is primarily social are not eligible for reimbursement. For the mayor and his/her staff, council members, and department directors, attending service club meetings is considered an official function for purposes of meal reimbursement.
- c. Meals for employees engaged at emergency scenes where the employees are directed to not leave their post by the department director.
- d. Meals for board and commission members and related staff at official and other City business related meetings such as retreat meetings.
- e. Meals for interviewers, staff, and non-employee job candidates involved in all-day job interviews and assessment centers.

5.1.7 The City recognizes there are occasions when it may be necessary for a group of public officials or staff members to work through a meal in order to meet a deadline or to keep a group convened in order to accomplish the task. To be considered for reimbursement as a working meal, the meeting must span over a three-hour period, which includes the group's normal mealtime.

5.2 Ceremonies and Celebrations

- 5.2.1 Reasonable expenses, including food and beverage, associated with commemorating a dedication or an unveiling that is recognized as serving a public purpose are legitimate City expenditures, and are authorized. Reasonable expenses, including food and beverage, associated with all staff events such as All Staff Barbecue as to show employee appreciation is recognized as a legitimate City Expenditure and are authorized. Private celebrations rather than public celebrations are not generally considered as serving a public purpose. Therefore, food and beverage related costs for private celebrations would not be recognized as legitimate City expenditures.
- 5.2.2 Support of a local ceremony or celebration may not take the form of a gratuitous contribution of public funds to a private person, committee, or organization. Expenditures of public funds on a publicly sponsored event requires: (1) the existence of a recognizable public or municipal purpose that relates to the purpose of the City's existence, (2) proper authorization from the mayor for such public sponsorship, and (3) a reasonable relationship between the amount of the City's expenditure and "public" nature of the event.
- 5.2.3 If the ceremony or celebration is providing light refreshments, pre-approval by the department head or division director is required by filling out the *Request for Prior Approval for Allowable Expenses /Meal & Light Refreshment Expense Voucher* and providing all documentation to be an allowable business expense.

5.3 Light Refreshments

- 5.3.1 The serving of light refreshments in the conduct of official City business is permitted at certain City-sponsored meetings as defined in section 5.3.6 if pre-approved by the department head or division director.
- 5.3.2 This authority is not intended for use with normal daily business of employees or officials, but rather for special situations or occasions.
- 5.3.3 The light refreshments must be consumed during an integral part of the meeting.
- 5.3.4 City funds may not be used and no reimbursements will be allowed for coffee and coffee supplies found in departmental breakrooms and consumed primarily by employees. The purchase of coffee makers or similar equipment is not authorized, unless coffee is provided at locations that are predominantly customer-facing (Developer Services, My 311, Fire Training Facility or equivalent) and are allowed to purchase nominal amounts of coffee for guests not to exceed \$200 excluding sales tax per year per location.
- 5.3.5 Purchasing excessive light refreshments is not in the best interests of the City and its citizens and is strictly prohibited.
- 5.3.6 Instances where the costs of light refreshments are reimbursable include:

- a. City sponsored meetings open to the public where the purpose of the meeting is to conduct City business, provide formal training sessions that benefit the City, or recognize City or employee accomplishments.
- b. Official public meetings of legally authorized boards and commissions.
- c. Training sessions or retreats where the meeting takes place away from the employees' or officers' regular workplace.

5.3.7 Expenditures for light refreshments are not reimbursable for:

- a. Anniversaries, receptions for new, existing, or retiring employees or officers, election celebrations, etc.
- b. Any "hosting" activities.

5.4 Ineligible Expenses

5.4.1 Expenses ineligible for City reimbursement include, but are not limited to:

- a. Alcohol
- b. Personal expenses
- c. Expenses not authorized by the City Travel ADMIN Policy 0410-24-4.
- d. Hosting meals, beverages, refreshments, gifts or other forms of entertainment provided to guests, spouses, or other City employees, other than awards or incentives addressed in specific City policies.
- e. Meals, travel, lodging, beverages or any forms of entertainment for other persons, whether City employee or not, with the exception of non-resident job applicants and appointees under SMC 3.07.010.
- f. Holiday cards for other City departments or employees.
- g. City logo merchandise (t-shirts, pins, etc.) for employees or the public, other than uniforms required by the City.
- h. Household appliances relating to meals preparation which are located in the City designated breakrooms (microwaves, toaster ovens, etc.) are provided and therefore household appliances are not allowable for reimbursement.

5.5 Expenses Funded by Grants

- 5.5.1 Departments or programs funded by federal or state grants may have stricter guidelines and/or granter regulations that supercede this policy.

5.6 Parking Expenses

- 5.6.1 City employees and quasi-employees whose normal workplace is not in City Hall may be reimbursed for parking expenses when attending authorized meetings at City Hall.
- 5.6.2 City employees and quasi-employees whose normal workplace is City Hall may be reimbursed for parking expenses when attending meetings not located at City Hall (i.e. Municipal Court).

6.0 PROCEDURE

6.1 Reimbursement Request

- 6.1.1 Departments must document the request and approval for meals and light refreshments using the *Request for Prior Approval for Allowable Expenses / Meal & Light Refreshment Expense Voucher*. This form will serve as the pre-approval with estimates and approval for reimbursement and must have all required documentation for reimbursement to be made. The documentation must provide support for the authorization, including:

- The names of the persons attending the meeting, conference, or training session.

- The purpose/agenda of the meeting for expenditure.

6.1.2 All expenses require itemized receipts showing details of the items purchased.

6.1.3 Light refreshments should be reasonable based on the number of people expected to attend and/or past attendance. The purchase of excessive refreshments will not be reimbursed.

6.1.4 Meal expenses are limited to the per diem amount as stated in the City's Travel Policy ADMIN Policy 0410-24-4.

6.1.5 Reimbursement will be made only to the employee or quasi- employee who incurred the expense.

7.0 RESPONSIBILITIES

The Accounting and Grants Department shall administer this policy.

8.0 APPENDICES

Request for Prior Approval for Allowable Expenses / Meal & Light Refreshment and Expense Voucher



Request for Prior Approval for Allowable Expenses & Meal & Light Refreshment Reimbursement Voucher

1. Reasonable expenses as defined in Business Expenses policy ADMIN 0040-06-04.
2. Route this request to the Department Head or Division Director for their prior approval and signature. Route for additional approval as necessary.

Requestor _____ Contact _____ Date _____

Type of Activity: Training Recognition Council Meeting Other (Specify) _____

Business Nature and Purpose Details (MUST be accompanied by agenda):

Date _____ Time _____ Location _____

Estimated Attendees _____ Are meals being provided? Yes No

GSA Per Diem Rate _____ Estimated Cost _____

Other Estimated Costs _____

Funding Source Notes _____

Department Head or Division Director Name _____
Signature _____ Date _____

If policy exceptions are being requested, please obtain a signature from the City Administrator or Chief

Financial Officer: _____ Date _____

Actual Costs (MUST be accompanied by list of attendees AND itemized receipts in order to be reimbursed and document allowable expense if paid directly by the City)

I, the undersigned, hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me in performance of official City business, that it is in accordance with the City policy, and that no payment has been received by me on account thereof.

Requestor's Signature _____ Date _____

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.

AMENDMENT

AMENDMENT

AMENDMENT

FIREFIGHTER

SPN 931

(Announcement of 09/13/2021)

The above titled announcement is hereby amended to read:

Closing Date: Monday, April 22, 2024

AMENDMENT

AMENDMENT

AMENDMENT

DEPUTY FIRE MARSHAL - LATERAL

SPN 942

(Announcement of 3/18/2024)

The above titled announcement is hereby amended to read:

Closing Date: Monday, May 6, 2024

EXAMINATION DETAILS:

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

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:

- 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 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.

EXAMINATION DETAILS:

This is an online examination and will require a computer. **If you do not have access to a computer, please notify Civil Service so that one may be provided.**

Training and Experience examination links with instructions will be emailed prior to 12:00 a.m. Pacific Time on the start date and will expire at 11:59 p.m. on the due date as listed below. Keep in mind that the test link will be emailed from City of Spokane (info@governmentjobs.com).

- Applicants who apply and meet the minimum qualifications between Monday, March 18, 2024, and Monday, April 1, 2024, will test Thursday, April 4, 2024, through Tuesday, April 9, 2024.
- Applicants who apply and meet the minimum qualifications between Tuesday, April 2, 2024, and Monday, April 15, 2024, will test Thursday, April 18, 2024, through Tuesday, April 23, 2024.
- Applicants who apply and meet the minimum qualifications between Tuesday, April 16, 2024, and Monday, May 6, 2024, will test Thursday, May 9, 2024, through Tuesday, May 14, 2024.

Additional examinations shall be administered as applications are received with results merged into one eligible list according to final ratings, pursuant to the Merit System Rules of the Civil Service Commission: Rule IV, Section 13 – Continuous Examinations.

Notice for Bids

Paving, Sidewalks, Sewer, etc.

2023 Arterial Grind and Overlay Engineering Services File No. 2022089

This project consists of the construction of approximately 380 square yards of concrete sidewalk and driveway, 26,000 square yards of 2-inch thick HMA pavement, traffic signal system modifications and sundry utility adjustments, and other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. April 29, 2024, for the above project located in Spokane, Washington, in accordance with the Contract Documents on file at the Department, Engineering Services. Bids 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 the 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 2023 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.

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: April 10, 17, & 24, 2024

**2024 Paving Unpaved Residential Streets
2024049, 2024050, 2024051**

This project consists of the construction of approximately 1,800 linear foot inch of sawcutting flexible pavement, 410 linear foot inch of sawcutting rigid pavement, 1,300 cubic yards of excavation and embankment, 9,100 square yards of preparation of untreated roadway, 21 each tree removals, 7,250 square yards of HMA CL ½ in. medium traffic 3 in. thick, 7,250 square yards of soil residual herbicide, 430 square yards of topsoil, 375 square yards of sod installation, 155 linear feet of curb, 135 square feet of sidewalk, project traffic control, sundry utility adjustments, and other related miscellaneous items.

The City of Spokane will receive bids until 1:00 p.m. May 6, 2024, for the above project located in Spokane, Washington, in accordance with the Contract Documents on file at the Department, Engineering Services. Bids 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 the 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 2023 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.

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: April 17, 24, & May 1, 2024

Notice for Bids

Supplies, Equipment, Maintenance, etc.

REQUEST FOR PROPOSALS #6102-24

Drug and Alcohol Testing Services for Municipal Court

City of Spokane Municipal Court

The City of Spokane is soliciting electronic Proposals for the above titled Request for Proposals.

Proposal Submittal: Proposals must be submitted electronically through the City of Spokane's online procurement system portal until **1:00 p.m. on MONDAY, MAY 6, 2024**. Hard copies, emails, and late submittals will not be accepted.

To view this solicitation and submit a Proposal, the Proposer must be a registered supplier on the City's online procurement system at <https://spokane.procureware.com>. Solicitation documents will not be mailed, e-mailed, or provided in person. Once registered, Proposers will also be added to the solicitation's notification list for Addenda posting or other communication via email. Registration is free.

Questions will be accepted through the procurement system in the "Clarifications" tab of the applicable solicitation number.

It is the Proposer's responsibility to check the City of Spokane's procurement system identified above for Addenda or other information that may be posted regarding this Request for Proposals.

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

Public Bid Opening: Sealed Proposals will be acknowledged and unsealed at the City virtual public bid opening meeting at **1:15 p.m. on MONDAY, MAY 6, 2024**. For the link to attend virtually, visit the City's Purchasing website at <https://my.spokanecity.org/administrative/purchasing/>. 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 #.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf, hard of hearing, deaf-blind, and speech disabled may contact Risk Management through the Washington Relay Service at 7-1-1 forty-eight (48) hours before the meeting date.

Connie Wahl, C.P.M., CPPB
Senior Procurement Specialist,
City of Spokane Purchasing & Contracts

Publish: April 24 & May 1, 2024

UNDERHILL PARK SPORT COURT RENOVATION

City of Spokane

PW ITB #6109-24

Description: The City of Spokane Parks Department is soliciting electronic bids for the Renovation of the Underhill Park Sport Court.

Pre-Bid Meeting: An optional pre-bid meeting will be held on Thursday, May 2, 2024, at 1:00 pm at City Hall, Conference Room Lobby – Tribal, 808 W Spokane Falls Blvd, Spokane, WA, 99201.

Bid Opening: Sealed electronic bids will be accepted until **Monday, May 13, 2024, 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.procurement.com> before the aforementioned deadline. Hard copy and/or late bids will not be accepted.

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

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

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

All Proposal documents shall be submitted electronically through the City of Spokane's online procurement system **no later than 1:00 p.m. on Monday, May 13, 2024**. Hard copy and/or late submittals will not be accepted. Proposals must be sent sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Proposals submitted late.

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

Thea Prince
City of Spokane Purchasing

Publish: April 24 & May 1, 2024

City Administrator and HR Director Recruitment
Mayor's Office

RFP #6115-24

Description: *The City of Spokane, through the Office of the Mayor, is initiating this Request for Proposal (RFP) to solicit proposals from firms interested in assisting the City of Spokane's efforts to hire a qualified City Administrator and HR Director.*

Bid Opening: Sealed electronic bids will be accepted until **Monday, May 6th, 2024, 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.procurement.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.procurement.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.**

Tanya Lester
Purchasing Department

Publish: April 17 & 24, 2024

PERFORMED THERMOPLASTIC, As-Needed

City of Spokane, Streets Department

ITB 6117-24

Description: The City of Spokane, Streets Department, is soliciting electronic bids for Performed Thermoplastic, As-Needed, over a five-year period.

Bid Opening: Electronic Bids will be unsealed at the 1:15 p.m. public bid opening via Microsoft Teams platform on **MONDAY, MAY 6, 2024**, for Performed Thermoplastic, As-Needed. To watch the City of Spokane Bid Opening Meeting, go to our website: <https://my.spokanecity.org/administrative/purchasing> and then click on the "join meeting" link 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 Invitation to Bid 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 Proposers to check the City of Spokane's online procurement system identified above for Addenda or other additional information that may be posted regarding this Invitation for Bids. Questions from potential Proposers will be accepted through the "Clarifications" tab under the associated project number in the online procurement system.

All Bid documents shall be submitted electronically through the City of Spokane's online procurement system no later than **1:00 p.m. on MONDAY, MAY 6, 2024**. Hard copy and/or late submittals will not be accepted. Bids must be sent sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Bids submitted late.

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

Rick Rinderle
City of Spokane Purchasing

Publish: April 24 & May 1, 2024
