

**URBAN EXPERIENCE COMMITTEE MEETING
FINAL AGENDA FOR
September 10, 2018
1:15 p.m. – City Council Briefing Center**

The Spokane City Council's Urban Development Committee meeting will be held at **1:15 p.m. on September 10, 2018** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

AGENDA

I. Call to Order

II. Approval of Minutes

III. Consent Items

- Urban Utility Installation Program Update- Heather Trautman/Teri Stripes
- School Bond- CM Candace Mumm
- Library Bond- CM Candace Mumm
- Traffic Calming- Dan Buller
- Consolidated Homeless Grant Additional Funding- Matt Davis

IV. Discussion Items

A. Council Request

- Mead School Bond Presentation- CM Candace Mumm (10 minutes)

B. Staff Requests

- Building Height- Tami Palmquist (15 minutes)
- Consultant Contract Extension for Community Champions Foreclosure- Jason Ruffing (15 minutes)
- Consultant Contract Extension for Foreclosure Monitoring- Jason Ruffing (15 minutes)
- Marketing Campaign- Julie Happy (15 minutes)

C. Business Reports

V. Strategic Plan Session

- A. Update on City/Spokane Public Schools Partnership- Romero/Chanse/Cooley (15 minutes)
- B. Social Capital- Review and Discussion- Dr. Bob Lutz (15 minutes)
- C. Zip Line- Romero/Twohig/Cooley (10 minutes)

VI. Adjournment:

Next Urban Development Committee meeting will be on Monday, October 8, 2018.

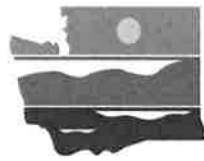
AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also 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 Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Briefing Paper

Urban Experience Committee

Division & Department:	Planning Economic Development Team
Subject:	Urban Utility Installation Program Update
Date:	9/10/2018
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Ben Stuckart/Karen Stratton
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent X Discussion X Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Key Advancement of: Strategies and Tactics: <ul style="list-style-type: none"> Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets Expected Outcomes: <ul style="list-style-type: none"> Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region Comprehensive Plan, Charter 7 Economic Development: ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial <ul style="list-style-type: none"> Property is available for economic development activities. ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center. ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate. <ul style="list-style-type: none"> ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> ED 7.5 Tax Incentives for Renovation <i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated</i>

	<i>residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Edge
Deadline:	9/10/2018
Outcome: (deliverables, delivery duties, milestones to meet)	Measurable changes in stormwater infrastructure planning, reuse, and redevelopment of the City's Ranch site. A understanding of the possible contamination needing to be remediated at the Ranch.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Several years ago, Ecology chose our Hillyard Integrated Planning Grant proposal to award \$300,000. Within days of telling us we were awarded, Ecology lost its funding for it's Brownfield grants. Consequently, that left a large hole in the funding strategy we had put together for the Yard. When Ecology's 2018 capital budget passed, they let us know our project was still the first in line for funding. Attached is that earlier funding strategy many of you will remember</p>	
<p><u>Executive Summary:</u></p> <p>Accepting a contract with Ecology for the \$300,000 Integrated Planning Grant for the Yard and the City's Ranch site In particular, the Integrated Planning Grant will enable us to carry out environmental due diligence and remedial investigation. The scope of work for the grant includes a property condition assessment, identifying a stormwater solution for the Ranch's stormwater basin, developing a brownfield cleanup strategy, conducting preliminary site planning, and creating a redevelopment strategy to position the Hillyard Industrial Brownfield Redevelopment Opportunity Zone Site for redevelopment.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: ORD amendment</p> <p>Known challenges/barriers:</p>	



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. TCPRA-2018-SpoPDS-00026

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CITY OF SPOKANE, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Hillyard Industrial Brownfield Redevelopment
Total Cost:	\$300,000.00
Total Eligible Cost:	\$300,000.00
Ecology Share:	\$300,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	05/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Integrated Planning Grant

Project Short Description:

An Integrated Planning Grant will enable the RECIPIENT to carry out environmental due diligence and remedial investigation, property condition assessment, developing a cleanup strategy, preliminary site planning, and redevelopment strategy to position the Hillyard Industrial Brownfield Site for redevelopment.

Project Long Description:

The Site comprises of two priority locations: 1. The "Ranch", located at 4101 E Queen Avenue, Spokane; 2. Sites near or adjacent to 4101 E queen Avenue, in Spokane. The Cleanup Site ID for the Site is 8615. Suspected contaminants of concern include: Non Halogenated Solvents, Polynuclear Aromatic Hydrocarbons, PAH, Methyl tertiary butyl Ether, Petroleum Diesel, and Petroleum. The RECIPIENT will conduct environmental due diligence and remedial investigation, property condition assessment, preliminary site planning, and develop a cleanup strategy that aligns with the desired future industrial reuse, building upon the work completed under the EPA Area Wide Planning efforts, and a redevelopment strategy for the Site. In 2012, the RECIPIENT created the Northeast Public Development Authority , NEPDA, and the Hillyard Industrial Brownfield Redevelopment

Opportunity Zone, IBROZ. NEPDA's focus includes 800 acres in the northeast Spokane Hillyard neighborhood known as the YARD and approximately another 100 acres along the Market street corridor known as the Historic Hillyard and Market Street mixed use commercial district.

From 1920 to 1982 Hillyard was a major industrial center supporting the Great Northern Railway. During its peak, the industrial center produced one steam locomotive per month. In the early 1980s all of the railroad facilities were shut down. Soon, other railroad supporting industries closed. Today nearly all of the former manufacturing facilities are gone. Only nine firms remain which provide less than 40 manufacturing jobs. Most of the 500 acres of industrial land that makes up Hillyard remains undeveloped.

Unfortunately, Hillyard's history as a former railyard and manufacturing center left a reputation of pervasive environmental hazards throughout the area. These hazards are both real and perceived. ECOLOGY confirmed contamination on several sites, notably, the former and relatively large 100 acre BNSF Rail Yard site and the Black Tank site. A 2014 survey and inventory of potential brownfield sites conducted by the RECIPIENT found that in addition to these well known sites, most of the remaining parcels lack any kind of environmental record. The County Tax Assessor's records reveal that approximately 35 percent of the land is vacant and over 60 percent is considered underutilized. Only 8 of the 637 tax parcels in the YARD are listed in ECOLOGY's Confirmed and Suspected Contaminated Site database. An additional 183 parcels, 151 acres, were identified as "suspected" for contamination; a designation based on the potential that historical or current land uses including automotive repair, scrap yards, and manufacturing facilities could have caused releases of hazardous substances. Overall, the large railroad area creates the impression that the area is blighted and has contaminated land although relatively little is actually known about the environmental condition of many of the properties in the area.

Hillyard remains one of only three industrial areas within the City of Spokane and is the only one adjacent to the BNSF Canada Mexico line; over \$500 million of freight rolls through the Hillyard area each year.

Approximately 500 acres of the properties within the YARD are zoned for industrial land use. The remaining land consists of 300 acres of residential property, and slightly less than 100 acres of commercial property. NEPDA's mission is to redevelop the industrial properties to generate jobs and provide economic vigor in northeast Spokane. To spur this mission, Hillyard will soon have access to the US Highway 395 North American Free Trade Agreement, NAFTA corridor. When completed, this North Spokane Corridor, NSC section of US 395 will be a 60 mile per hour, 10.5-mile long, north-south, limited access facility, and a multi modal corridor freeway. The NSC will maximize vehicle capacity and contribute to freight hauling competitiveness by moving vehicles and freight traffic away from local arterials and on to an unrestricted flowing freeway. The NSC will support alternative transportation choices by providing park and ride lots and vanpooling operations, and by reserving enough rights of way for high capacity transit and providing a pedestrian and bicycle trail along its full length. The NSC will connect to Interstate 90 on the south end, just west of the existing Thor Freya Interchange, and to the existing US Highway 2 at Farwell Road and US Highway 395 at Wandermere on the north end. The Plan provides for additional interchanges at locations along the corridor that will include: Trent Avenue, SR 290, Wellesley Avenue, Francis Freya Street, Parksmith Drive, US Highway 2, and US Highway 395 at Wandermere.

Hillyard is one of Spokane's poorest neighborhoods where the rate of residents living in poverty, 28.7 percent, is significantly higher than Spokane's overall poverty rate of 18.4 percent and over three times the State poverty rate of 8.4 percent. Median income at \$37,359 is 37 percent lower than the state median income of \$59,374. The unemployment rate is 8.4 percent compared to the statewide rate of 8.9 percent. Additionally, life expectancy in the Hillyard neighborhood is lower than the rest of Spokane and Washington State. The Spokane Regional Health District ranks the Hillyard neighborhood in the top five neighborhoods for mortality from major heart

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disease, chronic lung disease, injury, suicide, and chronic liver disease. Hillyard shares the same legacy as many communities where industry has ceased operations and left behind a legacy of damaged environmental and socioeconomic conditions.

Hillyard residents are subject to disproportionate environmental impacts related to air emissions and water quality impacts, including those associated with brownfields. In 2005, the Spokane Regional Clean Air Agency, SRCAA, performed a monitoring study to quantify toxic emissions, and identified tracer pollutants, i.e., air pollutants present in diesel exhaust, including gasses, 1,3 butadiene, acetaldehyde, and formaldehyde, and metals, arsenic, beryllium, and cadmium.

Overall Goal:

The goal of the project is to address the environmental condition of the Site, assist in expanding the Hillyard Industrial Brownfield Redevelopment Opportunity Zone, HIBROZ, provide a cleanup strategy that aligns with the desired future industrial reuse, build upon the work completed under the EPA Area Wide Planning efforts; examine the potential for infrastructure improvements at the Site to attract public and private investment.

RECIPIENT INFORMATION

Organization Name: CITY OF SPOKANE

Federal Tax ID: 91-6001280

DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd, 3rd floor
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd, 3rd floor
Spokane, Washington 99201

Organization Email: tstripes@spokanecity.org

Organization Fax: (509) 625-6013

Contacts

Project Manager	Teri Stripes Assistant Planner Planning & Development Services 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: tstripes@spokanecity.org Phone: (509) 625-6597
Billing Contact	Teri Stripes Assistant Planner Planning & Development Services 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: tstripes@spokanecity.org Phone: (509) 625-6597
Authorized Signatory	Teri Stripes Assistant Planner Planning & Development Services 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: tstripes@spokanecity.org

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sandra Treccani 4601 N Monroe Street Spokane, Washington 99205-1295 Email: satr461@ecy.wa.gov Phone: (509) 329-3412
Financial Manager	Dan Koroma PO Box 47600 Olympia, Washington 98504-7600 Email: dkor461@ecy.wa.gov Phone: (360) 407-7187
Technical Advisor	Margo Thompson PO Box 47600 Olympia, Washington 98504-7600 Email: math461@ecy.wa.gov Phone: (360) 407-7336

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF SPOKANE

By: _____

By: _____

Jim Pendowski
Toxics Cleanup
Program Manager
Date

Teri Stripes
Assistant Planner
Date

Template Approved to Form by
Attorney General's Office

Agreement No: TCPRA-2018-SpoPDS-00026
Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

Ben Stuckart

City Council President

Date

David A.. Condon

Mayor

Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$200,000.00

Task Title: Remedial Investigation - J003

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and conduct site assessment and remedial investigations at the Site. This includes negotiating a scope of work with ECOLOGY to characterize the nature and extent of contamination throughout the Hillyard Industrial Brownfield Redevelopment opportunity Zone, HIBROZ; characterizing the nature and extent of contamination at the Site; and conducting onsite sampling of soil and groundwater. Sample locations and specific contaminants analysis will be determined by researching the historical uses of the land and documenting the recognized environmental conditions within the HIBROZ and in accordance with an ECOLOGY approved RIFS Work Plan. The Recipient will analyze results of sampling and review with ECOLOGY and conduct additional sampling if needed to fill data gaps to develop a complete understanding of contamination at the Site.

Priority locations include:

1. The "Ranch", located at 4101 E Queen Avenue, Spokane, comprising several parcels of approximately 10 acres. Suspected contaminants include: Non Halogenated Solvents, Polynuclear Aromatic Hydrocarbons, PAH, Methyl tertiary butyl Ether, Petroleum Diesel, Petroleum, and Lead.
2. Sites near or adjacent to 4101 E Queen Avenue, Spokane, within the same storm water basin that will be identified during the storm water needs planning phase of the project.

The RECIPIENT shall provide the Project Manager and the Technical Adviser with copies of all reports and deliverables developed under this task.

The RECIPIENT shall manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

RECIPIENT administrative costs, costs of managing the grant, travel, training, and Per Diem are not eligible under this grant. Only travel costs, Per Diem, and technical management undertaken by the RECIPIENT's consultant may be billed to this task.

Task Goal Statement:

The goal is to conduct investigations that adequately characterize the nature and extent of contamination at the two RECIPIENT owned properties.

Task Expected Outcome:

A comprehensive remedial investigation report that will help to define the development of the cleanup plan as well as highlight challenges that may exist with infrastructure planning, and stormwater management.

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Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

Recipient Task Coordinator: Teri Stripes

Remedial Investigation - J003

Deliverables

Number	Description	Due Date
1.1	Remedial Investigations Report	
1.2	Timely grant payment requests, progress reports PRPR with proper documentation.	
1.3	Updated spending plan with each PRPR.	

SCOPE OF WORK

Task Number: 2 Task Cost: \$15,000.00

Task Title: Integrated Planning Activities - J011

Task Description:

This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to review previous Conceptual Site Plan Alternatives for redevelopment of the Ranch. The RECIPIENT will prepare a memo noting any conflicts between contamination and the current conceptual plan; prepare a new Conceptual Site Plan for the Ranch if it is suitable entirely as a stormwater facility based on the results of the Engineering Design study. Concepts and changes reviewed by the RECIPIENT will be presented to the NEPDA HIBROZ authority and community stakeholders. Changes in the preferred Conceptual Site Plan Alternative, the new Stormwater Alternatives, and Conceptual Site Plan will be presented at a public meeting.

Eligible costs may include cost of evaluating key physical, economic, and structural features of the property, including but not limited to:

- Community Involvement
- Transportation and site access.
- Environmental critical areas.
- Cultural resources
- Economic impact research and evaluations
- GIS analysis

The RECIPIENT shall:

- Consult and coordinate with ECOLOGY in the development of consultant scopes of work for activities under this task.
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, communication material, public information materials, web page content, open house agendas, surveys and results, and any other deliverables developed or funded under this task.
- Provide ECOLOGY the advance notice of community events or meetings about the grant funded work.
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager are the responsibility of the RECIPIENT.

The RECIPIENT shall manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

RECIPIENT administrative costs, costs of managing the grant, travel, training, and Per Diem are not eligible under this grant. Only travel costs, Per Diem, and technical management undertaken by the RECIPIENT's consultant may be billed to this task.

Costs for remedial actions that are the responsibility of potentially liable parties are not grant eligible. Costs for technical advertising, and communications materials not approved by ECOLOGY are the responsibility of the RECIPIENT.

Task Goal Statement:

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Project Title: Hillyard Industrial Brownfield Redevelopment

Recipient Name: CITY OF SPOKANE

The goal of this task is to update, confirm or inform the City and public stakeholders of needed changes in the conceptual site plan in light of the outcomes of the Remedial Investigation and Engineering Design.

Task Expected Outcome:

Completing a Conceptual Site Plan for redevelopment of the Ranch site that is well informed by the stormwater analysis, the remedial investigation, and the cleanup alternatives.

Recipient Task Coordinator: Teri Stripes**Integrated Planning Activities - J011****Deliverables**

Number	Description	Due Date
2.1	Updated Conceptual Site Plan	
2.2	Updated spending plan with each PRPR.	
2.3	Timely grant payment requests and progress reports PRPR with proper documentation.	

SCOPE OF WORK

Task Number: 3 Task Cost: \$60,000.00

Task Title: Engineering Design - 005

Task Description:

This task funds the RECIPIENT'S eligible costs ECOLOGY deems reasonable and necessary to plan and perform engineering design consistent with the scope of work in the approved work plan for the Site. This includes costs to prepare the engineering design report, construction plans and specifications, and any other needed plans or reports necessary to complete the Engineering Design phase. Other costs include mapping, surveying, design of source control systems, or stormwater reduction and treatment facilities, permit applications, and project management costs. Specifically, the RECIPIENT will evaluate basin wide management solutions to determine the most cost effective solutions effectively and efficiently mitigating stormwater runoff while protecting Spokane's Sole Source Aquifer. The RECIPIENT owns a large portion of the Ranch Focus Area. Using the Ranch Focus Area as an example for The Yard as a whole, the RECIPIENT will determine the cost of each type of stormwater management solution. The RECIPIENT will determine the effective runoff area for the Ranch Focus Area based on stormwater gravity conveyance to the Site; create a best management practices(BMP) classification system to determine the cost per acre of runoff; determine site suitability criteria for assessment and selection of the most suitable BMPs, which are based on site constraints within the project area; identify and prioritize sites to be assessed under Task 1. Potential locations for BMPs will be located on city owned property, private property, in the right of way, or outside of the basin the area. BMP classifications for specific locations will be selected from a list based on site suitability and will be identified on maps for each alternative.

Task Goal Statement:

The goal of this task is to find the optimum stormwater solution for both public and private entities, as well as selecting the most effective solutions for the corresponding 25 year life cycle costs.

Task Expected Outcome:

This project will develop a 25 year life cycle capital cost analysis for the top three selected stormwater mitigation alternatives. Costs to the RECIPIENT and to property owners will each be identified and distinctly separated. A final memorandum will be developed that summarizes the work completed, review of the selected alternatives, and the costs for each of the alternative for private and public entities.

Recipient Task Coordinator: Teri Stripes

Engineering Design - 005

Deliverables

Number	Description	Due Date
3.1	Memorandum of Engineering Design alternative and associated Cost analysis	

SCOPE OF WORK

Task Number: 4 Task Cost: \$25,000.00

Task Title: Feasibility Study - J004

Task Description:

This task funds RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and conduct an analysis of the feasibility of cleanup options being considered for the Site. The work must be consistent with the scope of work approved by the ECOLOGY Project Manager for the Site.

Eligible costs may include costs incurred planning and implementing the FS and selection of remedy. This includes MTCA feasibility studies, pilot tests and treatability studies, supplemental testing, source control engineering studies to develop solutions, green remediation alternatives analysis, development of the cleanup action plan, EIS, data management, public involvement, and project management costs necessary to complete the FS.

Task Goal Statement:

To complete a feasibility study and evaluate cleanup alternatives, provide the RECIPIENT and NEPDA with preliminary cleanup cost estimates, position the Sites for cleanup funding, and move the Sites further through the MTCA process.

Task Expected Outcome:

The results of the feasibility study are documented in a final report and adequate information has been provided for selection of a cleanup action for the Site, a preferred final cleanup action has been submitted to ECOLOGY with associated cost estimates.

Recipient Task Coordinator: Teri Stripes

Feasibility Study - J004

Deliverables

Number	Description	Due Date
4.1	Feasibility Study Report	

BUDGET

Funding Distribution EG180455

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Hillyard Industrial Brownfield - IPG Funding Type: Grant
Funding Effective Date: 05/01/2018 Funding Expiration Date: 06/30/2019
Funding Source:

Title: Local Toxics Control Account (LTCA)

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to Local Governments in Washington State to assist with the cleanup of publicly owned lands contaminated with hazardous substances. Grants or loans offered included those for cleanups conducted under state or federal cleanup order or consent decree, independent cleanups, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed ECOLOGY to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 44% of the tax revenue into the Local Toxics Control Account (LTCA). Each biennium, the Legislature appropriates a portion of the funds in the LTCA for remedial action grants and loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Hillyard Industrial Brownfield - IPG	Task Total
Remedial Investigation - J003	\$ 200,000.00
Integrated Planning Activities - J011	\$ 15,000.00
Engineering Design - 005	\$ 60,000.00
Feasibility Study - J004	\$ 25,000.00

Total: \$ 300,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Hillyard Industrial Brownfield - IPG	0.00 %	\$ 0.00	\$ 300,000.00	\$ 300,000.00
Total		\$ 0.00	\$ 300,000.00	\$ 300,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

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Recipient Name: CITY OF SPOKANE

Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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Project Title: Hillyard Industrial Brownfield Redevelopment
Recipient Name: CITY OF SPOKANE

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

HILLYARD REDEVELOPMENT PLANNING FUNDING OVERVIEW
DRAFT

Tasks	Funding Sources				
	Commerce Grant (\$100K) ✓	US EDA Grant (\$35K) ✓	US EPA Area-Wide Planning (\$200K) ✓	Integrated Planning Grant (\$300K)	US EPA Assessment Grant (\$400K) ✓
Market Study	X				
Brownfield Redevelopment Opportunity Zone Analysis	X				
Infrastructure Assessment	X				
NEPDA Business Plan	X				
Focused Market Study		X			
Supply Chain Analysis		X			
Site Specific Feasibility Study (Concept Plan, Pro Forma)			X		
Infrastructure Planning & Preliminary Design (Site Specific and Regional Solutions for Stormwater in Coordination with CSO Abatement Plans)			X		
Redevelopment Strategy			X		
Environmental Assessment of the Ranch				X	
Site reuse planning & industrial stormwater need				X	
Brownfield Inventory					X
Environmental Assessment (Additive to Work Conducted under AWP & IPG)					X

RESOLUTION NO. 2018 - _____

A resolution of the Spokane City Council expressing its support for passage of Spokane School District No. 81 Proposition No. 1 to appear on the November 6, 2018 ballot, entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities."

WHEREAS, on August 1, 2018, the Board of Directors ("Board") of Spokane School District No. 81 ("District") adopted Resolution No. 2018-10, which submits to the Spokane School District voters at the November 6, 2018 election a ballot proposition authorizing the District to issue \$495,300,000 of general obligation bonds to pay for the construction of three new middle schools, replacement or renovation of four other middle schools and Albi Stadium, and for other renovation and construction projects ("Bond Projects"); and

WHEREAS, in Resolution No. 2018-10, the Board determined that overcrowding, aging, and educationally outdated infrastructure and school facilities, student safety and security needs, and the need to improve educational opportunities require the District to complete the Bond Projects; and

WHEREAS, the Board also determined that the District lacks funds with which to pay costs of the Bond Projects and that it is necessary and advisable that the District issue and sell general obligation bonds to carry out the Bond Projects; and

WHEREAS, construction of the Bond Projects will enable the District to invest in and develop new and renovated educational facilities which provide the residents of the District and the City with fully utilized, cost-effective public facilities.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly support the passage of Spokane School District No. 81 Proposition No. 1 entitled "Bonds to Construct New Schools and Replace and Renovate Aging School Facilities" to be submitted by the District to the voters at the November 6, 2018 election.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2018 - _____

A resolution of the Spokane City Council expressing its support for passage of City of Spokane Proposition No. 1 to appear on the November 6, 2018 ballot and entitled "Spokane Public Library General Obligation Bonds - \$77,000,000."

WHEREAS, on August 1, 2018, the City Council adopted Resolution No. 2018-0069, which submits to the City's voters, at the November 6, 2018 special election, a ballot proposition authorizing the City to issue \$77,000,000 of general obligation bonds to finance the modernization of the Downtown, South Hill and Indian Trail library branches; expand and modernize the Shadle library branch; remodel or relocate the Hillyard library branch; construct new branches at Liberty Park and the Libby Center; install library kiosks throughout the City; and equip and outfit these library branches (the "City Bond Projects"); and

WHEREAS, construction of the City Bond Projects will enable the City and the Spokane Public Library to invest in and develop new and renovated library facilities which would provide residents of the City and Spokane School District No. 81 with fully utilized, cost-effective, and modern public facilities.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports the passage of City of Spokane Proposition No. 1 entitled "Spokane Public Library General Obligation Bonds - \$77,000,000," to be submitted by the City to the voters at the November 6, 2018 election.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper Urban Experience

Division & Department:	Public Works, Engineering
Subject:	Traffic Calming (Cycle 6)
Date:	9-10-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History:	
<ul style="list-style-type: none"> This is the annual neighborhood traffic calming project. 	
Executive Summary:	
<ul style="list-style-type: none"> The project has components throughout the city. Project components include sidewalk infill, curb ramps, curb bumpouts and center islands for improved pedestrian safety. Refer to the attached exhibits for more information. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	Consolidated Homeless Grant – Additional Funding
Date:	9/10/2018
Author (email & phone):	Matt Davis (mrDavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness
Deadline:	Effective Date for the amendment is retroactive to 8/1/2018
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$191,577 in additional funds from the Department of Commerce and to subgrant them out to partner agencies in accordance with the City's Strategic Plan to End Homelessness.
Background/History: In July of 2018 the Department of Commerce reached out to local grantees of the Consolidated Homeless Grant (CHG) program to add additional funding from the State Fiscal Year 2019 supplemental operating budget. The CHHS Department is working with our community partners and the Continuum of Care to determine the most fruitful use of these funds.	
Executive Summary: <ul style="list-style-type: none"> The Department of Commerce is amending the City's Consolidated Homeless Grant (CHG) agreement to add \$76,482.00 in rental assistance, \$90,496.00 operating funds, and \$24,599.00 in administrative funds. The current grant agreement includes \$4,987,551.00 in both CHG and HEN funds The additional funds are for WA State FY 2019 and must be spent by June 30, 2019 While CHG can be used for a broad range of homeless interventions, Commerce previously required 36% of a grantee's CHG award to rent assistance paid to for-profit landlords. Recent state legislation amends this requirement to include nonprofit entities as eligible recipients of this set aside. CHHS is requesting permission to accept the additional funds from the Department of Commerce and to subgrant them out to a service provider in accordance with the City's Strategic Plan to End Homelessness. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	

Amendment

OPR 2017-0412

Grant Number: 17-46108-30

Amendment Number: C

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Grantee City of Spokane Community, Housing and Human Services 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Grantee Doing Business As (optional)	
3. Grantee Representative (only if updated) Matt Davis Program Specialist (509) 625-6851 mrdavis@spokanecity.org		4. COMMERCE Representative Julie Montgomery Grant Manager (360) 725-2863 (360) 586-5880 Julie.montgomery@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Grant Amount (and any previous amendments) \$4,987,551.00	6. Amendment Amount \$191,577.00	7. New Grant Amount \$ 5,179,128.00	
8. Amendment Funding Source Federal: State: Other: X N/A:		9. Amendment Start Date August 1, 2018	10. Amendment End Date June 30, 2019
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: Add additional funding from the SFY 2019 supplemental operating budget.			

COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: 2017-2019 Homeless Housing Funding Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

FOR GRANTEE _____ Signature David A. Condon, Mayor _____ Print Name, Title _____ Date	FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 _____ Date
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Amendment

This Grant is **amended** as follows:

Attachment B

Budget

Budget Categories	Original	Amendment A	New Total
CHG Base			
Admin	\$184,226.00	\$24,599.00	\$208,825.00
Fac Support: For-Profit Lease	\$0.00	\$0.00	\$0.00
Fac Support: Other Lease and Fac Costs	\$0.00	\$0.00	\$0.00
Rent: For-Profit Rent	\$468,670.00	\$76,482.00	\$545,152.00
Rent: Other Rent and Housing Costs	\$4,910.00	\$0.00	\$4,910.00
Operations	\$569,148.00	\$90,496.00	\$659,644.00
TANF			
TANF: For-Profit Rent	\$104,115.00	\$0.00	\$104,115.00
TANF: Other Rent and Housing Costs	\$1,680.00	\$0.00	\$1,680.00
TANF: Operations	\$102,002.00	\$0.00	\$102,002.00
HEN SFY 2018 (July 2017-June 2018)			
HEN: Admin 2018	\$44,789.00	\$0.00	\$44,789.00
HEN: Rent and Housing Costs 2018	\$1,344,901.00	\$0.00	\$1,344,901.00
HEN: Operations 2018	\$448,404.00	\$0.00	\$448,404.00
HEN SFY 2019 (July 2018-June 2019)			
HEN: Admin 2019	\$44,789.00	\$0.00	\$44,789.00
HEN: Rent and Housing Costs 2019	\$1,212,037.00	\$0.00	\$1,212,037.00
HEN: Facility Support 2019			
HEN: Operations 2019	\$457,879.00	\$0.00	\$457,879.00
Total			
Total	\$4,987,551.00	\$191,577.00	\$ 5,179,128.00

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Briefing Paper

Finance and Administration Committee

Division & Department:	Business & Development Division; Development Services Center
Subject:	Building Height
Date:	August 20, 2018
Contact (email & phone):	Tami Palmquist, tpalmquist@spokanecity.org , 625-6157
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Allowable height in the Shoreline Jurisdiction
Background/History: The Falls Towers were reviewed and approved in 2017 under the requirements of the Shoreline Regulations. The application included a massing diagram showing that the proposal was meeting the requirements. Since the Shoreline application was completed the proponent has changed architects and entered into final designs and construction drawings. The application has been asked to provide us with a diagram showing proposed finish elevations. When it is received the Deputy Building Official will do an official interpretation under the International Building Code.	
Executive Summary: <ul style="list-style-type: none"> The proposed Towers are in the shoreline jurisdiction. The maximum allowed height in the Shoreline Jurisdiction increases as you move further from the ordinary high water mark, starting at 30 feet and going up to 150 feet (table is included below). 	
Section 17E.060.740 Structure Height and Bulk <p>A. Purpose. Height limits help to control the overall scale and bulk of structures and buildings and are tailored to the intensity desired within the shoreline districts.</p> <p>B. Structure Height and Bulk Standards.</p> <ol style="list-style-type: none"> The height standards for all structures within the shoreline jurisdiction are the most restrictive standards found in either the underlying zoning category or the standards found in Table 17E.060-5. There shall be no exceptions to the maximum height and bulk standards allowed in the shoreline jurisdiction. Height increases shall not be allowed within the shoreline jurisdiction through any other City regulation that may allow for an increase to the allowed structure height. 	

Maximum Structure Height by Shoreline District ^{[6][7]}			
Distance from OHWM			
0 feet - 75 feet	30 feet		
Greater than 75 feet - 100 feet	40 feet	40 feet	35 feet
Greater than 100 feet -200 feet	Alternative 1 = 55 feet Alternative 2 = 55 feet base with a Skinny Tower - 150 feet total height (See Shoreline Tall Building Standards for Alternative 2)		

Average Grade Level.

Means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property on that part of the lot to be occupied by the building or structure as measured by averaging the elevations at the center of all exterior walls of the proposed structure.

Height.

The height of a building is as defined in the International Building Code, Sec. 502.1 as "building height," the vertical distance from grade plane to the average height of the highest roof surface. Building height for structures in the residential zones is referenced in SMC 17C.110.215, Building Height.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☒ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ☒ N/A

Specify changes required:

Known challenges/barriers:

Briefing Paper (Urban Experience)

Division & Department:	Neighborhood and Business Services, Code Enforcement
Subject:	Consultant Contract Extension for OPR 2016-0705. Community Champions Foreclosure registry.
Date:	August 27, 2018
Contact (email & phone):	Jason Ruffing, Neighborhood and Housing Specialist jruffing@spokanecity.org 509.625.6529
City Council Sponsor:	
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Finance and Administration, Public Safety and Community Health
Type of Agenda item:	Consent X Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The registry is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.
Strategic Initiative:	Safe and Healthy, Urban Experience
Deadline:	September 30, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	The outcomes of this contract are the maintenance and operation of a website database that provides lender, servicer, and property preservation company information and contacts directly to City staff. The availability of this information is vital to Code Enforcement and Building Official processes. The database also allows violations to be posted to a property digitally, and monthly monitoring inspections are documented on the site. Community Champions also reaches out to the known mortgage servicers to facilitate property registrations and provides customers support.
<p>Background/History: The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. The annual registration fee is paid by the mortgagee (loan servicer, trustee, etc.) not the mortgagor. The cloud-based electronic registry implements SMC 17F.070.520 through outreach to lienholders with registration requirements and documents, fee collection, remits city portion of fees, maintains the database, etc... Since the implementation of this foreclosure registry database in 2016, the registry data has been very useful to Code Enforcement and other City staff, such as Spokane Police, Fire, and Utilities. Spokane Police and Dispatch use this information for contact and notification purposes as well as background information for investigations. Code Enforcement posts violations through this site and has access to very valuable contact information. The registry usually averages in the 450-500 range for active foreclosure registrations per month. Many of these properties are in the Building Official hearing process for substandard conditions. While some of the properties remain occupied, many are abandoned and have an increased risk of vandalism, nuisance conditions, and hazardous occupation.</p>	

Executive Summary:

- This is a 1 year of the original contract (OPR 2016-0705), which expires on September 30, 2018. The original contract allows for up to 3 extensions of 1 year time frames.
- The registry has been of great use in improving communication and notification processes for violations with lenders, servicers and property preservation companies.
- The intent of the registry is to catch foreclosure properties early, before the asset becomes devalued through deterioration or destruction of building systems. This can greatly reduce public safety hazards and adverse impacts to the surrounding neighborhood.
- Since the start of this contract, Community Champions staff has been available for conference calls to discuss updates or changes to the website and has provided customer service to city staff and lending industry staff.
- A mobile app was developed by Community Champions that is now active. This app streamlined the monitoring process and improved data entry for the monitoring contractor.
- The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring vender required by the SMC (\$114 per property per year), and city administration of the program.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No N/A

If new, specify funding source:

Other budget impacts: The registry is revenue generating for the City. The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring vender required by the SMC (\$114 per property per year), and city administration of the program.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

Briefing Paper (Urban Experience)

Division & Department:	Neighborhood and Business Services, Code Enforcement
Subject:	Consultant Contract Extension for OPR 2016-0826. Foreclosure property monthly monitoring
Date:	August 27, 2018
Contact (email & phone):	Jason Ruffing, Neighborhood and Housing Specialist jruffing@spokanecity.org 509.625.6529
City Council Sponsor:	
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Finance and Administration, Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The foreclosure registry and monitoring of registered foreclosures is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.
Strategic Initiative:	Safe and Healthy, Urban Experience
Deadline:	October 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	The outcome of this contract extension is the continuation of monthly monitoring of foreclosure and bank owned properties, as laid out in SMC 17F.070.520.
Background/History: This is a companion contract extension to the consultant agreement contract with Community Champions. This contract is for the monthly monitoring of foreclosed properties that are registered with Community Champions. Registered properties will be inspected by this experienced vendor with site conditions reported with photo documentation as needed. The monitoring of foreclosed properties has been in progress since late 2016. Monthly monitoring has been conducted by KB Construction (now North Country Services) consistently and reports have been provided. These inspection reports are available to city staff and to lender representatives through Community Champions' registry. With these monitoring reports, staff is able to begin addressing code violations and safety concerns at properties earlier than previously possible, mitigating potential loss to property, public safety hazards, and adverse impacts on the surrounding neighborhood. Lenders and property preservation companies monitor their own properties in accordance with their own policies. However, due to a July 2016 Washington Supreme Court decision, nearly all lender initiated property preservation has ceased statewide. This situation heightens the importance of the required city monitoring program so that unsecure buildings and code violations such as graffiti and illegal dumping will be identified and addressed by Code Enforcement staff.	

Executive Summary:

- *This is a 1 year of the original contract (OPR 2016-082G), which expires on October 31, 2018. The original contract allows for extensions upon mutual agreement.*
- *This is a companion contract to the foreclosure registry contract with Community Champions. This is an extension with the same monitoring contractor; however, the contractor's business name is now North Country Services.*
- *The intent of the registry is to catch foreclosure properties early, before the asset becomes devalued through deterioration or destruction of building systems. This can greatly reduce public safety hazards and adverse impacts to the surrounding neighborhood.*
- *A mobile app was developed by Community Champions that is now active. This app streamlined the monitoring process and improved data entry for the monitoring contractor.*
- *The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring vender required by the SMC (\$114 per property per year), and city administration of the program.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No N/A

If new, specify funding source:

Other budget impacts: Monthly inspections for the year of 2017 averaged around 400-550 registered foreclosures that were inspected monthly. These inspections are compensated at \$9.50 per inspection, which usually totals in the \$4,000 to \$5,000 per month range on the monthly invoices. The "not to exceed" amount for 2017 to the present was \$114,000.00. The "not to exceed" amount for this one year extension is estimated to be \$75,000.00. This number is based on analysis of the previous 12 months of monitoring invoices under this contract.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers: