

**Urban Experience Committee  
Agenda for 1:15 p.m. Monday, April 10, 2023**

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on April 10, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at [my.spokanecity.org/citycable5/live/](https://my.spokanecity.org/citycable5/live/) and [www.facebook.com/spokanecitycouncil](https://www.facebook.com/spokanecitycouncil) or by calling 1-408-418-9388 and entering the access code #2498 909 7516; meeting password 0320.

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 Urban Experience Committee meeting is regularly held every 2<sup>nd</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and 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 ATTACHED**

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [dmoss@spokanecity.org](mailto:dmoss@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.

## Agenda - 10 April 2023

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**1**                      **Call to Order**

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**2**                      **Approval of Minutes**

Approval of March 13th, 2023, meeting minutes

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**3**                      **Discussion Items**

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**3.1**                      **March 2023 Permit Report**

5 min

*MacDonald, Steven*

Presentation of current permit information for Development Services Center.

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**3.2**                      **Permit Expiration Time Limit**

10 min

*Giles, Dean*

Council Sponsor: CM Bingle, Ordinance on Permit Expiration Time Limits

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**3.3**                      **Family Promise Update**

20 min

Update from Emma Hughes and Joe Ader of Family Promise. Sponsor: CM Stratton

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**3.4**                      **Cannon Street Shelter Homeless Respite Facility Resolution**

5 min

*Byrd, Giacobbe*

Council Sponsors: CM Kinnear and CP Beggs.

This is a Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.

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**3.5 Agenda Item Name Nominating Spokane to the Health Equity Zone Program; sponsor CP Beggs**

5 min  
*Gibilisco, Alexander*

Nominating Spokane to the Health Equity Zone Program

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**4 Consent Items**

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**4.1 5100 - Fleet Pre-Approval for 16 Vehicles/Equipment**

*Prince, Thea, Giddings, Richard*

Council Sponsor: CM Stratton

Fleet Services would like to receive pre-approval to purchase/lease 16 units for various departments. We have seen across the board monthly price increases ranging from 2% - 5% on units. We have also seen ordering banks closing 80% sooner than they typically have. Receiving pre-approval on the purchase/lease of these 16 units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time quote is received. These units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 16 units. Funding for these is included in the department budgets. Please see attached list.

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**4.2 City Wide Value Blanket for Camtek Security Systems - Sponsor: CM Stratton**

*Long, Kelly*

Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options. Renewal term 03/01/2023 through December 31, 2023, for a total not to exceed \$295,000.

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**4.3 Two Multi-Family Tax Exemption (MFTE) Conditional Agreements**

*Stripes, Teri*

Council Sponsors: CMs Kinnear & Wilkerson

Staff has determined that the Prose Spokane and Lincoln Heights conditional applications meet the project eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Area identified in SMC 08.15.030

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#### **4.4 Additional MFTE (Multi-Family Tax Exemption) Conditional Agreement**

*Stripes, Teri*

Sponsors: CMs Kinnear & Wilkerson

Staff has determined that the 29th Ave Apartments conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Area identified in SMC 08/15-30. Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rental of 12+ units

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#### **4.5 EPA Community-wide Assessment Grant Contract Amendment #2**

*Shea, Ryan, Thompson, Tim*

Sponsors: CMs Bingle, Cathcart, & Kinnear

Second amendment to add funds for subarea planning

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#### **4.6 CAMTEK – Camera / Equipment Installation Labor Master Contract - Sponsor: CM Stratton**

*Long, Kelly*

This is the second of two, one-year renewals for this labor master contract. Renewal for an additional year of the city-wide CAMTEK master contract for labor necessary to install and maintain cameras, card swipes, door hardware, security access, etc. This contract is utilized by a wide variety of departments for a variety of locations.

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#### **4.7 Infor CAD Software Renewal with Additional Licenses**

*Childs, Brandon*

Renewal of the annual Fire CAD maintenance contract with Infor EnRoute. This renewal adds four additional CAD Mobile licenses for use at SFD. Sponsored by CMs Cathcart and Kinnear.

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#### **4.8 YHDP Planning Grant**

*Cerecedes, Jennifer*

Requesting permission to disburse 134, 879 to Better Health Together for management of our HUD Planning Grant. CM Zappone to Sponsor



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**4.9 Access Easement - American Tower- Sponsor: CM Stratton**

*Steele, David*

The Facilities Department has negotiated a new access agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. This agreement takes advantage of the existing driveway alignment to facilitate American Towers needs and provide a simple access easement to the existing tower.

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**4.10 Site Lease Agreement - DISH Network - Sponsor: CM Stratton**

*Steele, David*

In partnership with the Water Department, the Facilities Department has a new Site Lease Agreement with the Dish Network for the water tower located at 3220 South Lamonte Street. This location will provide additional customer service capabilities for the Dish Network and falls under the existing master lease agreement.

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**4.11 TransBlue - Contract Amendment for Intermodal Facility - Snow & Ice Removal**

*Long, Kelly*

The Facilities Department, contracted for landscape maintenance and snowplowing / de-icing at the Intermodal Facility at a cost of \$54,500 (with a not to exceed of \$50,000). With the heavier than usual winter season, there are additional snow and de-ice charges of \$37,000 that are captured under this addendum. CM Stratton sponsor.

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**4.12 5100 - Fleet Purchase of CAT Equipment**

*Prince, Thea, Giddings, Richard*

Council Sponsor: CM Stratton

The Street Department would like to purchase a CAT 420XE Backhoe and a CAT 926M Loader from Western States CAT, Spokane WA using Sourcewell Contract #032119-CAT.

These pieces of equipment will replace units that have reached the end of their economic life.

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**4.13 Ninth Part 12D**

*Finger, Jeanne, McIntosh, Seth*

Council Sponsor: CM Stratton; CM Zappone; Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project

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**5                      Executive Session**

Executive Session may be held or reconvened during any committee meeting.

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**6                      Adjournment**

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**7                      Next Meeting**

The next meeting of the Urban Experience Committee will be held at 1:15 p.m. on May 8th, 2023.

# Table of contents

4/10/2023 01:15 PM - 03:15 PM

---

<b>1 - Call to Order</b>	<b>10</b>
<hr/>	
<b>2 - Approval of Minutes</b>	<b>11</b>
<hr/>	
<b>Attachments</b>	
Urban Experience Committee Minutes 03-13-23	12
<b>3 - Discussion Items</b>	<b>14</b>
<hr/>	
<b>3.1 - March 2023 Permit Report</b>	<b>15</b>
<hr/>	
<b>Attachments</b>	
Briefing Paper UE 230410	16
<b>3.2 - Permit Expiration Time Limit</b>	<b>17</b>
<hr/>	
<b>Attachments</b>	
Permit Extension Briefing Paper	18
Plan Commission findings and conclusions - expiration of building permits	20
Municipal Code 17F maint February 2023 revised	23
<b>3.3 - Family Promise Update</b>	<b>24</b>
<hr/>	
<b>Attachments</b>	
Family Promise Update Briefing Paper	25
<b>3.4 - Cannon Street Shelter Homeless Respite Facility Resolution</b>	<b>27</b>
<hr/>	
<b>Attachments</b>	
Cannon Street Shelter Briefing Paper	28
Cannon Street Shelter RES	30
<b>3.5 - Agenda Item Name Nominating Spokane to the Health Equity Zone Program; sponsor CP Beggs</b>	<b>33</b>
<hr/>	
<b>4 - Consent Items</b>	<b>38</b>
<hr/>	
<b>4.1 - 5100 - Fleet Pre-Approval for 16 Vehicles/Equipment</b>	<b>39</b>
<hr/>	
<b>Attachments</b>	
Pre-Approval of 16 Units - 4.2023	40
Pre-Approval Attachment 2023	41

<b>4.2 - City Wide Value Blanket for Camtek Security Sytems - Sponsor: CM Stratton</b>	<b>42</b>
<hr/>	
<b>Attachments</b>	
2023 VB Briefing Paper	43
City of Spokane Camera Catalog 2022 Camera Only - MSRP Mlsc	44
<b>4.3 - Two Multi-Family Tax Exemption (MFTE) Conditional Agreements</b>	<b>49</b>
<hr/>	
<b>Attachments</b>	
MFTE Committee Briefing - Lincoln Heights	50
MFTE Committee Briefing - Prose	56
Conditional Agreement - 3508 E 34th Ave	62
Conditional Agreement - 3000 W 14th Ave	68
<b>4.4 - Additional MFTE (Multi-Family Tax Exemption) Conditional Agreement</b>	<b>74</b>
<hr/>	
<b>Attachments</b>	
MFTE Committee Briefing - 29th Ave	75
Conditional Agreement - 713 E 29th Ave	80
<b>4.5 - EPA Community-wide Assessment Grant Contract Amendment #2</b>	<b>87</b>
<hr/>	
<b>Attachments</b>	
NEPDA Packet	88
23-061 Stantec Consulting Amendment OPR 2020-0603	158
<b>4.6 - CAMTEK – Camera / Equipment Installation Labor Master Contract - Sponsor: CM Stratton</b>	<b>164</b>
<hr/>	
<b>Attachments</b>	
Briefing Paper - CAMTEK - LABOR - MASTER CONTRACT RENEWAL 2023	165
<b>4.7 - Infor CAD Software Renewal with Additional Licenses</b>	<b>167</b>
<hr/>	
<b>Attachments</b>	
Briefing Paper - 2023 Infor CAD Annual Maintenance	168
<b>4.8 - YHDP Planning Grant</b>	<b>170</b>
<hr/>	
<b>Attachments</b>	
YHDP PLANNING GRANT II Full Contract	171
Briefing Paper YHDP Planning Grant II 4.10.23	188
<b>4.9 - Access Easement - American Tower- Sponsor: CM Stratton</b>	<b>190</b>
<hr/>	
<b>Attachments</b>	
URBAN EXPERIENCE Briefing Paper - New Easment Access for Company Access to~	191
<b>4.10 - Site Lease Agreement - DISH Network - Sponsor: CM Stratton</b>	<b>193</b>
<hr/>	

<b>Attachments</b>	
URBAN EXPERIENCE Briefing Paper - New Site Lease Agreement DISH Network	194
<b>4.11 - TransBlue - Contract Amendment for Intermodal Facility - Snow &amp; Ice Removal</b>	<b>196</b>
<hr/>	
<b>Attachments</b>	
Briefing Paper - TransBlue Intermodal Contract Amendment - 2023	197
<b>4.12 - 5100 - Fleet Purchase of CAT Equipment</b>	<b>199</b>
<hr/>	
<b>Attachments</b>	
Western States Equipment - CAT Backhoe and Loader - Street	200
<b>4.13 - Ninth Part 12D</b>	<b>201</b>
<hr/>	
<b>Attachments</b>	
9thP12D_Briefing Paper _2023	202
23-054a GeoEngineers Consultant Contract Geo 03-24-23	203
5820-23 Notice of Intent to Award RFQu	215
GeoEngineers_BV_RFQ 5820-23_2.13.2023	216
Upriver 9th Part 12 Phase I Scope	280
<b>5 - Executive Session</b>	<b>287</b>
<hr/>	
<b>6 - Adjournment</b>	<b>288</b>
<hr/>	
<b>7 - Next Meeting</b>	<b>289</b>
<hr/>	

## 1 - Call to Order

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## 2 - Approval of Minutes

Approval of March 13th, 2023, meeting minutes

| For Decision

### **Attachments**

[Urban Experience Committee Minutes 03-13-23.docx](#)

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Urban Experience Committee March 13, 2023**

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**Call to Order:** 1:20 pm.

Recording of the meeting may be viewed here: <https://my.spokanecity.org/citycable5/live/>

**Attendance**

*Committee Members Present:* CM Stratton (Chair), CM Zappone (Vice Chair), CP Beggs, CM Kinnear, CM Cathcart, CM Wilkerson, CM Bingle

*Staff/Others Present:* Hannahlee Allers, Giacobbe Byrd, Nicolette Ocheltree, Candi Davis, Chris Wright, Matt Boston, Steve MacDonald, Stephanie Bishop, Garrett Jones, Howard Delaney, Johnnie Perkins, Colin Tracy, Kim McCollim, Richard Culton, Jenn Cerecedes, Megan Duvall, Jeff Teal, David Steele.

**Approval of Minutes**

- Action taken  
CM Bingle moved to approve the minutes of the February 13<sup>th</sup> meeting. The motion was seconded by CM Wilkerson. The minutes were approved by a vote of 7-0.

**Agenda Items**

**Discussion items**

1. Monthly DSC Permit Report – Steve MacDonald (5 minutes)
  - Action taken:  
Presentation and discussion only, no action taken.
2. Housing Navigator Discussion – Daniel Klemme and Dane Jessen (20 minutes)
  - Action taken:  
Presentation and discussion only, no action taken.
3. Cannon Street Shelter Amendment – Jenn Cerecedes (15 Minutes)
  - Action taken:  
Presentation and discussion. Sponsored by CM Wilkerson and CM Stratton.
4. Affordable Housing Funding Recommendations – Richard Culton (5 Minutes)
  - Action taken:  
Presentation and discussion only, no action taken. (***moved from Consent***)
5. Ahrens & Ahrens Automobile Dealership SRHP Nomination – Megan Duvall (5 minutes)
  - Action taken:  
Presentation and discussion. Sponsored by CM Bingle and CM Cathcart.



6. Hillyard Masonic Lodge SRHP Nomination – Megan Duvall (5 minutes)
  - Action taken:  
Presentation and discussion. Sponsored by CM Bingle and CM Cathcart.
7. Spokane Brewing & Malting SRHP Nomination – Megan Duvall (5 Minutes)
  - Action taken:  
Presentation and discussion. Sponsored by CM Bingle and CM Cathcart.
8. Continuation of Premera Feasibility Update Discussion – Tonya Wallace, Jeff Teal, David Steele (30 Minutes)
  - Action taken:  
Presentation and discussion. Sponsored by CM Stratton.

#### Consent items

1. Four Multi-Family Tax Exemption (MFTE) Conditional Agreement(s). (Planning & Economic Development)
2. Fleet Extensions to current MegaWash Contract and approval for Renewal #3 (Fleet Services)
3. Settlement Resolution, Gedeon vs. City of Spokane (City Legal)
4. Affordable Housing Funding Recommendations (CHHS) – (***moved to Discussion***)

#### Executive Session

None.

#### Adjournment

The meeting adjourned at 3:05 p.m.

Prepared by:  
Kelly Thomas

Approved by:

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Councilmember Karen Stratton  
Urban Experience Committee Chair

## 3 - Discussion Items

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## 3.1 - March 2023 Permit Report

***MacDonald, Steven***

Presentation of current permit information for Development Services Center.

| For Discussion

### **Attachments**

[Briefing Paper UE 230410.docx](#)

# Committee Agenda Sheet

## URBAN EXPERIENCE

Monday, April 10, 2023

<b>Submitting Department</b>	Community & Economic Development Division
<b>Contact Name &amp; Phone</b>	Steve MacDonald – x6835
<b>Contact Email</b>	<a href="mailto:smacdonald@spokanecity.org">smacdonald@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Karen Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Monthly DSC Permit Report
<b>Summary (Background)</b>	<p>Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)</p> <ul style="list-style-type: none"> <li>- Total Building Permits Issued</li> <li>- Total Residential Units Issued <ul style="list-style-type: none"> <li>Multi-Family Housing Units</li> <li>Single-Family Residences</li> <li>Duplexes</li> <li>ADUs</li> </ul> </li> <li>- Housing in the Pipeline <ul style="list-style-type: none"> <li>In Plan Review</li> <li>Scheduled for Pre-Development</li> <li>Multi-Family Tax Exemption Conditional Contracts</li> </ul> </li> <li>- Largest Construction Valuation Projects This Year</li> <li>- Council District Information</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None (Informational for Council) – April 10, 2023
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

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## 3.2 - Permit Expiration Time Limit

***Giles, Dean***

Council Sponsor: CM Bingle, Ordinance on Permit Expiration Time Limits

| For Discussion

### **Attachments**

[Permit Extension Briefing Paper.docx](#)

[Plan Commission findings and conclusions - expiration of building permits.docx](#)

[Municipal Code 17F maint February 2023 revised.docx](#)

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Submitting Department</b>	Development Services Center
<b>Contact Name</b>	Dean Giles
<b>Contact Email &amp; Phone</b>	<a href="mailto:dgiles@spokanecity.org">dgiles@spokanecity.org</a> , 509.625.6121
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 10 minutes
<b>Agenda Item Name</b>	Expiration of Building Permits
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>A large number of permits are not completed within the 360 day permit validity time, so requests for extension are frequent and time consuming (for both the Permit Team representative and the Building Official, who must review and approved/deny the request).</p> <p>These proposed change to 2 years will simplify the process. The additional time granted is expected to greatly reduce the number of permit extension requests. The end result will be less time spent by the Permit Team on verification of dates, and fewer extension requests which need to be processed.</p>
<b>Proposed Council Action</b>	Approval of Proposed Amendment
<b>Fiscal Impact</b> Total Cost: <u>No cost impacts expected</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? none	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We do not collect data on disparities	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The number of permit extension requests may be compared against previous year totals	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council	

Resolutions, and others? The Plan Commission found this proposal to be consistent with the Comprehensive Plan

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING TEXT AMENDMENTS TO EXPIRATION OF BUILDING PERMITS.**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Development Services The proposal amends the Unified Development Code (UDC) Section 17G.010.030, Expiration of Building Permits.

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including an economic development element meeting the requirements of RCW 36.70A.070(7).
- B. RCW 36.70A.600 encourages the City to take several actions to increase its residential building capacity including by adopting permit process improvements where it is demonstrated that the code, development regulation, or ordinance changes will result in a more efficient permit process for customers.
- C. On July 26, 2021, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including strategy A3-continue to streamline and simplify changes to the City's permit process, as necessary.
- D. The proposed text amendments simplify the building permit process by extending the timeframes of valid permits (from 365 days to two calendar years) to reduce the number of permit extension requests. Most construction projects are completed within two years of the building permit being issued. Processing permit extension requests are time-consuming for both the Permit Team representative and the Building Official, who must review and approve/deny the request.
- E. The amendments to building permit expiration are procedurally exempt from SEPA review per WAC 197-11-800(19).
- F. February 22, 2023, Plan Commission held a workshop discussing the proposed text amendments.
- G. The proposed text amendments were reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in an unconstitutional taking of private property.
- H. A legal notice of public hearing was published in the *Spokesman-Review* on March 8, 2023, and March 15, 2023.
- I. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.



- J. The Plan Commission held a public hearing on March 22, 2023, to obtain public comments on the proposed amendments. No comments were received.
- K. During deliberations held on March 22, 2023, the Plan Commission discussed a motion to recommend the proposed text amendments to City Council. This motion passed unanimously.
- L. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17C.025.010(G).

**CONCLUSIONS:**

Based upon the draft text amendments, SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to text amendments to Expiration of Building Permits:

- 1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
- 2. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
- 3. A SEPA review was completed for the proposal, and pursuant to WAC 197-11-800(19) is determined to be procedurally exempt.
- 4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:
  - a. Housing Goal H 1 – Housing Choice and Diversity
  - b. Housing Policy H 1.14 – Building, Fire, Infrastructure, and Land Use Standards
  - c. Economic Development Goal ED 7 – Regulatory Environment and Tax Structure
  - d. Economic Development Policy ED 7.6 – Development Standards and Permitting Process

**RECOMMENDATION:**

In the matter of the ordinances pertaining to expiration of building permits, amending the Unified Development Code of the City of Spokane.

As based on the above listed findings and conclusions, by unanimous vote of, the Spokane Plan Commission takes the following actions:

- 1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17G.010.030.
- 2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

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**Greg Francis, President**  
**Spokane Plan Commission**

Click or tap to enter a date.

ORDINANCE NO. C \_\_\_\_\_

An ordinance relating to the building code; amending SMC section 17G.010.030,  
Expiration of Building Permits

Section 17G.010.030 Expiration of Building Permits

- A. Every permit issued by the building services department under the provisions of this code will expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit. Evidence of commencement would be an inspection entry on an issued permit or verification via a physical site visit by ~~((a building department inspector))~~ the Building Official or their representative. ~~((Before such work can be recommenced, a new permit must be first obtained, and the fee therefore is as provided in SMC 8.02.031(U) so long as no changes have been or will be made in the original plans and specifications for such work. The building official is authorized to grant, in writing, one or more extensions of time for periods not more than one hundred eighty days each. The extension shall be requested in writing and justifiable cause demonstrated and shall be presented to the building official \_\_\_\_\_ prior \_\_\_\_\_ to \_\_\_\_\_ permit \_\_\_\_\_ expiration.))~~
- B. Issued permits in which work has commenced within one hundred eighty days of issuance are valid for ~~((three hundred sixty-five days))~~ two calendar years from issuance date.
- C. Courtesy Notices are sent in the mail to permit holders at least thirty days or more prior to the first expiration date telling the permit holder to call for inspections or request for extensions if additional time is needed. If the permit holder fails to obtain the necessary inspections or request extensions by the permit expiration date, the work will be presumed to be abandoned and the permit will expire by default.
- D. A permittee holding an unexpired permit may apply for an extension of the time within which he may commence work under that permit when he is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written or verbal request by the permittee identifying the circumstances necessary for the extension request.
- E. In order to renew action on a permit after expiration, the permittee must pay a new permit fee. Guidelines in SMC 8.02.031(U) will be followed.

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## 3.3 - Family Promise Update

Update from Emma Hughes and Joe Ader of Family Promise. Sponsor: CM Stratton

| For Discussion

### Attachments

[Family Promise Update Briefing Paper.docx](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Council
<b>Contact Name</b>	Nicolette Ocheltree
<b>Contact Email &amp; Phone</b>	<a href="mailto:nocheltree@spokanecity.org">nocheltree@spokanecity.org</a> (509) 625-6711
<b>Council Sponsor(s)</b>	Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 20 minutes
<b>Agenda Item Name</b>	Family Promise Update
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Family Promise of Spokane will provide an update and data on their success in 2022 and will be available for questions from Council.
<b>Proposed Council Action</b>	<i>This item is solely for discussion purposes.</i>
<b>Fiscal Impact</b> Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? <i>This item is solely for discussion purposes.</i>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>Family Promise enters data into CMIS and will present some of that data and more during the discussion. Any further questions about data collection and management can be asked during the discussion.</i>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>Family Promise enters data into CMIS and will present some of that data and more during the discussion. Any further questions about data collection and management can be asked during the discussion.</i>	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

*This item is solely for discussion purposes.*

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## 3.4 - Cannon Street Shelter Homeless Respite Facility Resolution

*Byrd, Giacobbe*

Council Sponsors: CM Kinnear and CP Beggs.

This is a Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.

| For Discussion

### Attachments

[Cannon Street Shelter Briefing Paper.docx](#)

[Cannon Street Shelter RES.docx](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Lori Kinnear
<b>Contact Email &amp; Phone</b>	<a href="mailto:lkinnear@spokanecity.org">lkinnear@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear & CP Beggs
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 5min
<b>Agenda Item Name</b>	Cannon Street Shelter Homeless Respite Facility Resolution
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This is a Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.</p> <p>Many current residents in the right of way camp are medically fragile and not eligible for services at TRAC and other shelters, and establishing a medically fragile respite homeless shelter would enable them to be sheltered at Cannon and speed up the decommissioning of Camp Hope.</p> <p>The current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023</p>
<b>Proposed Council Action</b>	Final consideration on April 17 <sup>th</sup> 2023
<b>Fiscal Impact</b> Total Cost: <u>Unknown</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? People experiencing homelessness who are medically fragile often end up in a hospital setting for longer than necessary because of a lack of appropriate discharge location. A respite facility could be a more appropriate location for them to receive the services they need.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The operator of this respite facility should be required to collect this data.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The operator of this respite facility should be required to collect this data.	



Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

For at least the last three years, the City Council has been active in responding to the housing and homeless crisis in the region by passing numerous resolutions and ordinances, and taking other actions including adding millions of additional dollars to the City's budget, to increase sheltering availability and other services. A respite facility would be a strategic addition to the City's homelessness services.

## RESOLUTION NO. 2023-\_\_\_\_\_

A Resolution establishing the City's intent to transition the Cannon Street Shelter, located at 527 S Cannon St, into a Homeless Respite Facility.

**WHEREAS**, Council continues to support a 90-day due diligence period to establish a regional, collaborate effort to effectively manage homelessness and its impacts in the Spokane region; and

**WHEREAS**, during this 90-day due diligence period, the City of Spokane continues to have immediate needs in terms of its response to the homelessness crisis; and

**WHEREAS**, many current residents in the right of way camp are medically fragile and not eligible for services at TRAC and other shelters, and establishing a medically fragile respite homeless shelter would enable them to be sheltered at Cannon and speed up the decommissioning of Camp Hope; and

**WHEREAS**, people experiencing homelessness who are medically fragile often end up in a hospital setting for longer than necessary because of a lack of appropriate discharge location; and

**WHEREAS**, alternatively, those individuals' medical needs could be accommodated at a respite facility, freeing up much needed space both in our hospital and shelter systems; and

**WHEREAS**, the Cannon Street Shelter can currently hold approximately 80 individuals; and

**WHEREAS**, the current contract to operate the Cannon Street Shelter as a drop-in shelter expires on May 31, 2023, providing an opportunity to transition the facility into a medical respite facility by June 2023; and

**WHEREAS**, the Cannon Street Shelter could be staffed by healthcare professionals who would care for medically fragile individuals who are experiencing homelessness; and

**WHEREAS**, if these services were offered at the Cannon Street Shelter, they could potentially be paid for by Medicaid dollars; and

**WHEREAS**, other lower barrier shelters should be evaluated for space to house those who are currently at the Cannon Street Shelter; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Spokane engage with local health care providers to transition the Cannon Street Shelter from an emergency drop-in shelter into a Homeless Respite Facility for medically fragile individuals experiencing homelessness.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

3.5

5 min

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3.5 - Agenda Item Name Nominating Spokane to the Health Equity Zone Program; sponsor CP Beggs

*Gibilisco, Alexander*

Nominating Spokane to the Health Equity Zone Program

| For Discussion

**Attachments**

[Briefing Paper Health Equity Zones.docx](#)

[Health Equity Zone Resolution \(clean\).docx](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	City Council Office
<b>Contact Name</b>	Alex Gibilisco
<b>Contact Email &amp; Phone</b>	agibilisco@spokanecity.org
<b>Council Sponsor(s)</b>	Breean Beggs
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 5min
<b>Agenda Item Name</b>	Nominating Spokane to the Health Equity Zone Program
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In 2021 the state passed SB5052 to create Health Equity Zones in the state.</p> <p>Washington's Health Equity Zones Initiative seeks to reduce health inequities by supporting communities in a geographic area to identify their most pressing health concerns and develop solutions that meet the unique needs of their communities. During the pilot of the Initiative, the Washington State Department of Health will invest in three geographic communities across the state that are most impacted by health inequities.</p> <p>The Washington State Health Equity Zones (HEZ) Initiative recognizes that people who are most impacted by health inequities are closest to the solutions that will improve their health. This initiative will support communities in identifying pressing health concerns and developing projects to address their unique needs. Each Health Equity Zone will establish a Community Collaborative that will lead efforts to improve the health of their communities. Zones will receive \$200,000 per year for two years to identify health priorities, develop community action plans, and implement solutions. The Department of Health will work in collaboration with each zone to identify funding sources after the initial two years.</p> <p>We are looking to submit an area of Spokane that encompasses East Central, Northeast, and West Central Spokane.</p> <p>Zip codes with census tracks showing inequities in health outcomes:            99204; 99201; West Central and Riverfront            99202; East Central            99207; 99208 – Northeast Spokane</p> <p>More so than geographical description/size Health Equity Zones will look at location/community readiness, community engagement and system/community collaboration.</p>
<b>Proposed Council Action</b>	Vote on April 17 <sup>th</sup>
<b>Fiscal Impact</b> Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source ☐ One-time ☐ Recurring  
Specify funding source: Click or tap here to enter text.

Expense Occurrence ☐ One-time ☐ Recurring

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

**Operations Impacts** (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

The Health Equity Zones Initiative was created to address the deep, systemic inequities that impact health at a local level in a way that brings communities together. Health Equity Zones are defined as geographic areas where people who live and work there can collaborate to improve the health of their community through unique solutions.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The zone selection process will prioritize communities most impacted by health inequities. This includes communities with significant populations that identify as black, indigenous, and people of color; immigrants, migrant farmworkers, refugees, and asylum seekers; low-income, unhoused, and under-resourced; living with disabilities and mental illness; elders or seniors; LGBTQIA+ and/or having limited access to healthcare.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data identifying health inequities can be found on Department of Health, Washington Tracking Network <https://fortress.wa.gov/doh/wtn/WTNIBL/>; Spokane Regional Health District <https://countyhealthinsights.org/county/spokane/eye-on-equity/>

A Health Equity Zone (HEZ) is a geographically connected area where people living there work together will work to address their community's unique health concerns. The idea is that people living in a community facing health barriers often bring the best solutions

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

## RESOLUTION NO. 2023-\_\_\_\_\_

A Resolution nominating area of Spokane to become Health Equity Zone.

**WHEREAS**, in 2021 the state legislature passed Engrossed Second Substitute Senate Bill 5052 an act relating to the creation of health equity zones and codified under RCW 43.70; and

**WHEREAS**, The Health Equity Zones Initiative, overseen by the Washington Department of Health (DOH) was created to address the deep, systemic inequities that impact health at a local level by defining certain geographic areas where the people who live and work there can collaborate as community partners to improve the health of their community through unique solutions; and

**WHEREAS**, under the Health Equity Zones Initiative, local jurisdictions can nominate certain geographic areas that would benefit from the specialized collaboration available under the Initiative; and,

**WHEREAS**, the Washington Legislature has appropriated \$200,000 per year for two years for each designated Health Equity Zone to identify health priorities, develop community action plans, and implement solutions, and further directed the Department of Health to work in collaboration with each zone to identify funding sources after the initial two years; and

**WHEREAS**, according to Spokane Regional Health District, data clearly shows Black, Indigenous, and people of color in the City of Spokane have poorer health outcomes than other populations, which can be traced to the impact of social conditions in the places they live, learn, work, and play that shape their health; and

**WHEREAS**, one example of inequitable health disparity in Spokane is the 15-year life expectancy gap between the residents of the Riverside neighborhood, whose life expectancy is 70.1 and the residents of the Southgate neighborhood, whose life expectancy is 85.7; and

**WHEREAS**, similar inequitable health disparities exist in other parts of Spokane, as reflected in the comparatively lower life-expectancies of the East Central neighborhood (72.4 years), West Central (73.4 years) and Northeast (72.4 years) neighborhoods of Spokane; and

**WHEREAS**, the City of Spokane believes that certain regions within the City would benefit from the collaboration and funding available under the Health Equity Zones Initiative.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council supports nominations of East Central, West Central, Riverfront, and Northeast Spokane



neighborhoods as potential Health Equity Zones given they are geographic areas within Spokane with demonstrated inequities in health outcomes;

**AND, BE IT FURTHER RESOLVED**, that the City of Spokane is directed to complete the necessary steps to nominate the East Central, West Central, Riverfront, and Northeast Spokane neighborhoods as Health Equity Zones, and to further work with community members and health organizations to demonstrate the City's collaboration and community readiness for Health Equity.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## 4 - Consent Items

## 4.1

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### 4.1 - 5100 - Fleet Pre-Approval for 16 Vehicles/Equipment

***Prince, Thea,  
Giddings, Richard***

Council Sponsor: CM Stratton

Fleet Services would like to receive pre-approval to purchase/lease 16 units for various departments. We have seen across the board monthly price increases ranging from 2% - 5% on units. We have also seen ordering banks closing 80% sooner than they typically have. Receiving pre-approval on the purchase/lease of these 16 units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time quote is received. These units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 16 units. Funding for these is included in the department budgets. Please see attached list.

| For Information

#### **Attachments**

[Pre-Approval of 16 Units - 4.2023.docx](#)

[Pre-Approval Attachment 2023.docx](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgidding@spokanecity.org">rgidding@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 PURCHASE OF 16 VEHICLES AND EQUIPMENT
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to receive pre-approval to purchase/lease 16 units for various departments. We have seen across the board monthly price increases ranging from 2% - 5% on units. We have also seen ordering banks closing 80% sooner than they typically have. Receiving pre-approval on the purchase/lease of these 16 units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time quote is received. These units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 16 units. Funding for these is included in the department budgets. Please see attached list.
<b>Proposed Council Action</b>	Approve pre-approval
<b>Fiscal Impact</b> Total Cost: <u>\$2,000,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various Department Replacement Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be collected by Fleet in order to analyze and compare lifecycle cost and fuel efficiency.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital improvement Plan and Fleet Policy.	

# Committee Agenda Sheet

## 2023 Pre-Approval of purchased/leased vehicles and equipment

VEHICLE	DEPT	QTY	ESTIMATED COST (EACH)	PURCHASE OR LEASE
6-Wheel Flush Truck/Deicer	Street	2	\$340,000	Purchase
F150 Lightnings or similar	Sewer	2-3	\$60,000	Purchase
Freightliner M2 Chassis or similar Chassis for Construction Panel Van	Sewer	1	\$170,000	Purchase
Small AWD Electric/Hybrid vehicles or similar – TBD	Water	5	Not to exceed \$150,000 total	Purchase or Lease
F550 1 Ton Dump Truck	Sewer	1	\$107,000	Purchase
Elgin Mechanical Sweeper	Street	1	\$450,000	Purchase
Ford F550 Flatbed	Street	1	\$90,000	Purchase
Ford F450 Flatbed	Street	1	\$85,000	Purchase
Ford F350 4x4	Street	1	\$70,000	Purchase

## 4.2

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### 4.2 - City Wide Value Blanket for Camtek Security Systems - Sponsor: CM Stratton

***Long, Kelly***

Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options. Renewal term 03/01/2023 through December 31, 2023, for a total not to exceed \$295,000.

| For Information

#### **Attachments**

[2023 VB Briefing Paper.docx](#)

[City of Spokane Camera Catalog 2022 Camera Only - MSRP Misc.pdf](#)

# Committee Agenda Sheet

## Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name &amp; Phone</b>	David Steele, 625-6064
<b>Contact Email</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 4/10/2023
<b>Agenda Item Name</b>	CITY WIDE VALUE BLANKET FOR CAMTEK SECURITY SYSTEMS
<b>Summary (Background)</b>	Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options. Renewal term 03/01/2023 through December 31, 2023, for a total not to exceed \$295,000.
<b>Proposed Council Action &amp; Date:</b>	Approval from Council April 24, 2023
<b>Fiscal Impact:</b> \$295,000 Total Cost: \$295,000 Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Specify funding source: Individual Departments are responsible for funding their camera purchase.  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts:	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
N/A	

# CAMTEK

Integrated Security Systems

Inc.

## Camera Catalog 2022 Prepared for the City of Spokane

### Contact Information

# CAMTEK

Integrated Security Systems Inc.

#### Lorie Stephenson

3815 East Everett Avenue  
Spokane, Washington 99217  
[www.camtekinc.com](http://www.camtekinc.com)  
509.443.2609  
[lorie@camteckinc.com](mailto:lorie@camteckinc.com)  
[dustin@camtekinc.com](mailto:dustin@camtekinc.com)



#### David Steele

City of Spokane Real Estate Manager  
808 W. Spokane Falls Blvd  
Spokane, Washington 99201  
509.625.6064



## How to use this Catalog

1. The Department requesting cameras will submit a facilities request through the Help Desk at: <http://cossmssp.spokanecity.org/>
2. The City of Spokane's Real Estate Manager will contact Camtek to request a site consultation. Contact information for the site requester will be forwarded to Camtek for scheduling.
3. Camtek will contact the Department requester and schedule a site survey.
4. Once the site survey is completed a proposal will be generated and sent to the Facilities Manager and then forwarded on to the Department requester for review.

## Supplemental Information

Camtek is pleased to offer the City of Spokane Security Cameras and Video Management Software in a catalog format. Camtek has provided as part of the IRFP part numbers and pricing for video equipment, software and accessories. Initial catalog pricing was valid from **January 1, 2019 – June 1, 2020**. Starting June 1 of 2020 The City of Spokane was provided with annual updated pricing and model numbers for all camera types to make sure we are providing the latest in technology from multiple manufacturers.

The reason June was selected as a catalog date was because ISC West (the largest converged security industry trade show in the U.S.) is held in April and all of the new technology will be readily available and in stock with manufacturers by June 1. Camtek will work with the Real Estate Manager for the City of Spokane to include in the catalog the latest technology, value and detail to formulate the best possible catalog for the City of Spokane.

**All pricing quoted in the catalog will be guaranteed by Camtek for the term of the catalog, i.e. January 1, 2022 - June 1, 2023 to enable management to plan strategically year to year.**

In the event of an unforeseen issue such as a natural disaster, production delay or part shortage which would impact manufacturing, such as the tsunami in Japan which affected both Sony and Samsung cameras and delayed production for 3 - 4 months. Camtek would notify the Real Estate Manager immediately and work with the manufacturers to address the issue and resolve the situation. It is Camtek's goal to provide the best camera for the best application at the best price.

Any quoted items not listed in this catalog will be billed to City of Spokane at 15% off MSRP.

**City of Spokane - Camera Catalog Pricing**  
**Pricing Reflects the Camera Only Price and Does Not Include any**  
**Installation, Termination, Network Certification or Wiring Infrastructure**

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
<b>Axis Pricing</b>				
01273-001	2N Helios IP Video Intercom Verso (with camera)	1368.95	1	1,368.95
01289-001	Frame Cover for IP Verso Brushed Stainless	89.69	1	89.69
	<a href="https://www.2n.cz/en_GB/documents/22902/87735/ip_verso_leaflet_a4_en_lq.pdf/48ce218b-2b36-4e92-ba44-cd6c31a513c5/searchTitle-Product+Leaflet+%28EN%29+-+2N%C2%AE+IP+Verso">https://www.2n.cz/en_GB/documents/22902/87735/ip_verso_leaflet_a4_en_lq.pdf/48ce218b-2b36-4e92-ba44-cd6c31a513c5/searchTitle-Product+Leaflet+%28EN%29+-+2N%C2%AE+IP+Verso</a>			
Q3518-LVE	Exterior Camera PoE Only	1598.03	1	1,598.03
	<a href="https://www.axis.com/en-us/products/axis-q3518-lve">https://www.axis.com/en-us/products/axis-q3518-lve</a>			
M3058-PLVE	360 Degree Camera 12MP	1006.01	1	1,006.01
	<a href="https://www.axis.com/en-us/search/result">https://www.axis.com/en-us/search/result</a>			
P3248-LVE MK	Outdoor Dome Camera Varifocal Lens 1080P IR	1289.13	1	1,289.13
	<a href="https://www.axis.com/en-us/products/axis-p3228-lve">https://www.axis.com/en-us/products/axis-p3228-lve</a>			
Q6075-E	Exterior PTZ Camera	3635.13	1	3,635.13
	<a href="https://www.axis.com/en-us/products/axis-q6055-e">https://www.axis.com/en-us/products/axis-q6055-e</a>			
291	1U Video Server Rack	4678.41	1	4,678.41
Q7436	Encoder Blade 6 Channel	1406.43	1	1,406.43
T91H61	Wall Mount Gooseneck	205.28	1	205.28
T94M01D	Pendant Cap	69.15	1	69.15
T91E61	Wall Mount Gooseneck	45.75	1	45.75
T94K01D	Pendant Cap	45.75	1	45.75
T91A64	Corner Bracket	92.67	1	92.67
T91G61	Wall Mount Gooseneck	233.43	1	233.43
T94A01D	Pendant Cap	71.86	1	71.86
<b>Hanwha Pricing</b>				
PNF-9010R	360 Degree 12MP Camera	1126.08	1	1,126.08
	<a href="https://www.hanwhasecurity.com/media/attachment/file/p/n/pnf-9010r_rv_rvm_datasheet_170815.pdf">https://www.hanwhasecurity.com/media/attachment/file/p/n/pnf-9010r_rv_rvm_datasheet_170815.pdf</a>			
XND-6080V	Indoor Fixed Camera 2MP	668.61	1	668.61
	<a href="http://www.securitydynamics.co.uk/media/assets/datasheets/XND-6080V%20Datasheet.pdf">http://www.securitydynamics.co.uk/media/assets/datasheets/XND-6080V%20Datasheet.pdf</a>			
XNV-6080R	Outdoor Fixed Camera 2MP IR	809.37	1	809.37
	<a href="https://www.hanwhasecurity.com/media/attachment/file/x/n/xnv-6080r_specifications.pdf">https://www.hanwhasecurity.com/media/attachment/file/x/n/xnv-6080r_specifications.pdf</a>			
PNV-9080R	Outdoor 4K Dome	1126.08	1	1,126.08
	<a href="https://www.hanwhasecurity.com/wp-content/uploads/attachments/p/n/pnv-9080r_datasheet_pt.pdf">https://www.hanwhasecurity.com/wp-content/uploads/attachments/p/n/pnv-9080r_datasheet_pt.pdf</a>			
XNP-6320H	Exterior PTZ Camera	3061.53	1	3,061.53
	<a href="https://www.hanwhasecurity.com/product/xnp-6320h/">https://www.hanwhasecurity.com/product/xnp-6320h/</a>			
SBP-300HM6	Cap for PNV	34.49	1	34.49
SPB-300WM	Wall Mount for Cap	55.60	1	55.60
SPB-300WM1	Wall Mount PTZ	55.60	1	55.60
SBP-329HM	Outdoor Cap for PNM-9080 Series	52.79	1	52.79
SBP-300NB	Mounting Plate for SBP-300WM, SBP-300WM1, SBP-300KM	211.20	1	211.20
PNM-9085RQZ	Outdoor IR MultiSensor Camera (4) 5 MP Cameras 1 Housing	2674.44	1	2,674.44

**City of Spokane - Camera Catalog Pricing**  
**Pricing Reflects the Camera Only Price and Does Not Include any**  
**Installation, Termination, Network Certification or Wiring Infrastructure**

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
	<a href="https://www.hanwhasecurity.com/products/security-cameras/network-cameras/multi-sensor-multi-directional/pnm-9081vq.html">https://www.hanwhasecurity.com/products/security-cameras/network-cameras/multi-sensor-multi-directional/pnm-9081vq.html</a>		1	
PNM-9084RQZ	Outdoor IR MultiSensor Camera (4) 2 MP Cameras 1 Housing	2027.44	1	2,027.44
	<a href="https://www.hanwhasecurity.com/wp-content/uploads/dlm_uploads/2020/12/DataSheet_PNM-9084RQZ1_220323_EN.pdf">https://www.hanwhasecurity.com/wp-content/uploads/dlm_uploads/2020/12/DataSheet_PNM-9084RQZ1_220323_EN.pdf</a>		1	
	<b>Open Eye Pricing</b>		1	
OE-C7084-AWR	Indoor/Outdoor 4 MP IP Dome	410.83	1	410.83
	<a href="https://www.openeye.net/products/cameras/oe-c7084-awr">https://www.openeye.net/products/cameras/oe-c7084-awr</a>			
OE-C3012T8	Indoor/Outdoor 8 MP IP Dome 4K	510.39	1	510.39
	<a href="https://www.openeye.net/products/cameras/oe-c7088-awr">https://www.openeye.net/products/cameras/oe-c7088-awr</a>			
OE-C8213	Exterior PTZ Camera 3MP IP 30X PTZ	2058.62	1	2,058.62
	<a href="https://www.openeye.net/products/cameras/oe-c8103">https://www.openeye.net/products/cameras/oe-c8103</a>			
OE-C97512	360 Degree 12 MP IP Camera	910.80	1	910.80
	<a href="https://www.openeye.net/products/cameras/oe-c97512">https://www.openeye.net/products/cameras/oe-c97512</a>			
OE-C3011D4	Indoor 3 MP IP Camera	313.05	1	313.05
	<a href="https://www.openeye.net/products/cameras/oe-c6413-awr">https://www.openeye.net/products/cameras/oe-c6413-awr</a>			
OE-CA79PM	Pendant Mount Adapter	25.12	1	25.12
OE-CA97CMS	Short Arm Corner Mount Kit	127.65	1	127.65
	<b>PoE Midspans and Misc Items</b>			
PD3501G/AC	PowerDsine Single Port High POE Midspan	106.26	1	106.26
PD9501G/AC/B	PowerDsine Single Port High PoE+ Midspan	138.35	1	138.35
5G460-5Y	Leviton Igiamax 5E Patch Cord	4.47	1	4.47
ALTV244175UL	Altronix UL Listed Power Supply	157.31	1	157.31
PCS615-MD-B	Self amplified 8" loud speaker - Surface	386.40	1	386.40
PSA802-MD	Self amplified 8" loud speaker - Flush	380.88	1	380.88
3.5mm	25ft 3.5mm audio cable, plenum rated	31.74	1	31.74
N-Tron 305FX-N-ST	Hardened Network Switch Fiber Connection	723.12	1	723.12
N-Tron 105TX	Hardened Network Switch Cat5e Connection	168.29	1	168.29
	<b>ONSSI Video Management Software and License</b>			
OC-ENT-1C	ONSSI Ocularis Enterprise Camera License	200.93	1	200.93
OC-ENT-B	ONSSI Base License	979.80	1	979.80
SC-OC-ENT-B-2Y	ONSSI Base StayCurrent 2 Year	310.50	1	310.50
SC-OC-ENT-1C-2Y	ONSSI Ocularis Camera StayCURRENT 2 Years	60.72	1	60.72
	<b>Sony Pricing</b>			
	<b>Wireless Equipment</b>			
NSM5	5GHZ Nanostation, 802.11, MIMO, airmax, PoE	181.06	1	181.06
Rocket M5	5GHZ airmax base station with omni antenna	386.39	1	386.39
	<b>Custom Video Mounts</b>			
Custom	New Standard Corner Mount (Replaces WM20G, ACA2 and Connection Access Box)	625.31	1	625.31
Custom	4K Single Mount - (1 Camera)	207.00	1	207.00
Custom	Bucket Truck/Lift Rental for Camera Installation	1242.00	1	1,242.00
Custom	Reach Fork for installation of camera poles	2001.00	1	2,001.00

**City of Spokane - Camera Catalog Pricing**  
**Pricing Reflects the Camera Only Price and Does Not Include any**  
**Installation, Termination, Network Certification or Wiring Infrastructure**

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
Custom	building color) per camera	138.00	1	138.00
Custom	Camera Pole to SPS Specifications - 1" Base Plate	1058.46	1	1,058.46

## 4.3

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### 4.3 - Two Multi-Family Tax Exemption (MFTE) Conditional Agreements

*Stripes, Teri*

Council Sponsors: CMs Kinnear & Wilkerson

Staff has determined that the Prose Spokane and Lincoln Heights conditional applications meet the project eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Area identified in SMC 08.15.030

| For Information

#### **Attachments**

[MFTE Committee Briefing - Lincoln Heights.docx](#)

[MFTE Committee Briefing - Prose.docx](#)

[Conditional Agreement - 3508 E 34th Ave.docx](#)

[Conditional Agreement - 3000 W 14th Ave.docx](#)



## PLANNING & ECONOMIC DEVELOPMENT

### MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b>MFTE - Lincoln Heights 4-Unit</b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 4-11 Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>MFTE - Lincoln Heights 4-Unit</u> at the April 24, 2023 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>4 units</u></b>, at <b><u>3508 E 34TH AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>RSF</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>1370000</u></b></li><li>Located in the <b><u>Lincoln Heights</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).



a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017  
Effective Date: Saturday, October 7, 2017  
ORD C35524 Section 8

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Comprehensive Plan Land Use Policies:**

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

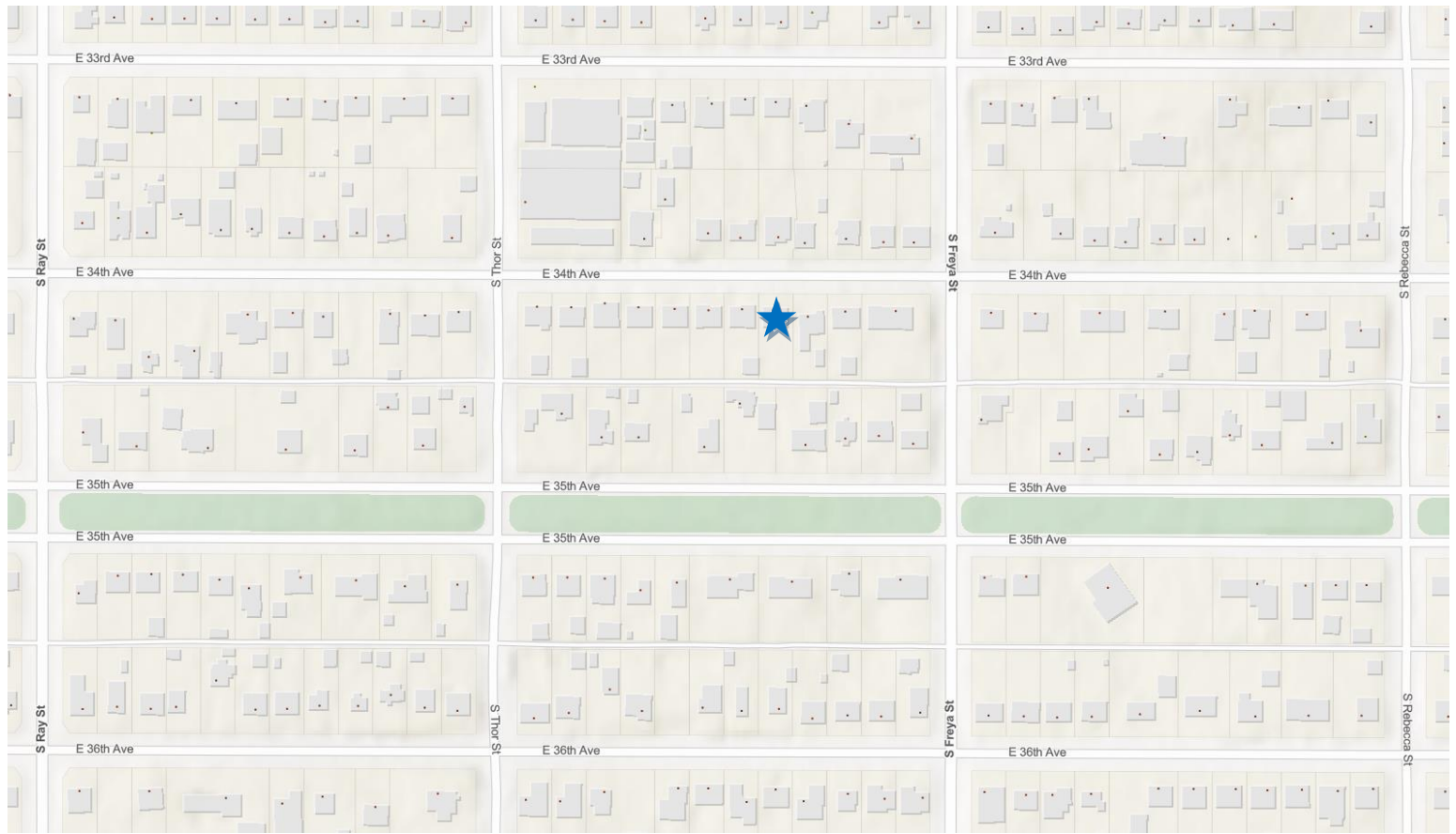
- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

**Site and Location: Lincoln Heights:**

**35342.2425**

**3508 E 34TH AVE**







## PLANNING & ECONOMIC DEVELOPMENT

### MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
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Fiscal Impact:	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
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Date Passed: Monday, August 21, 2017

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ORD C35524 Section 8

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LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

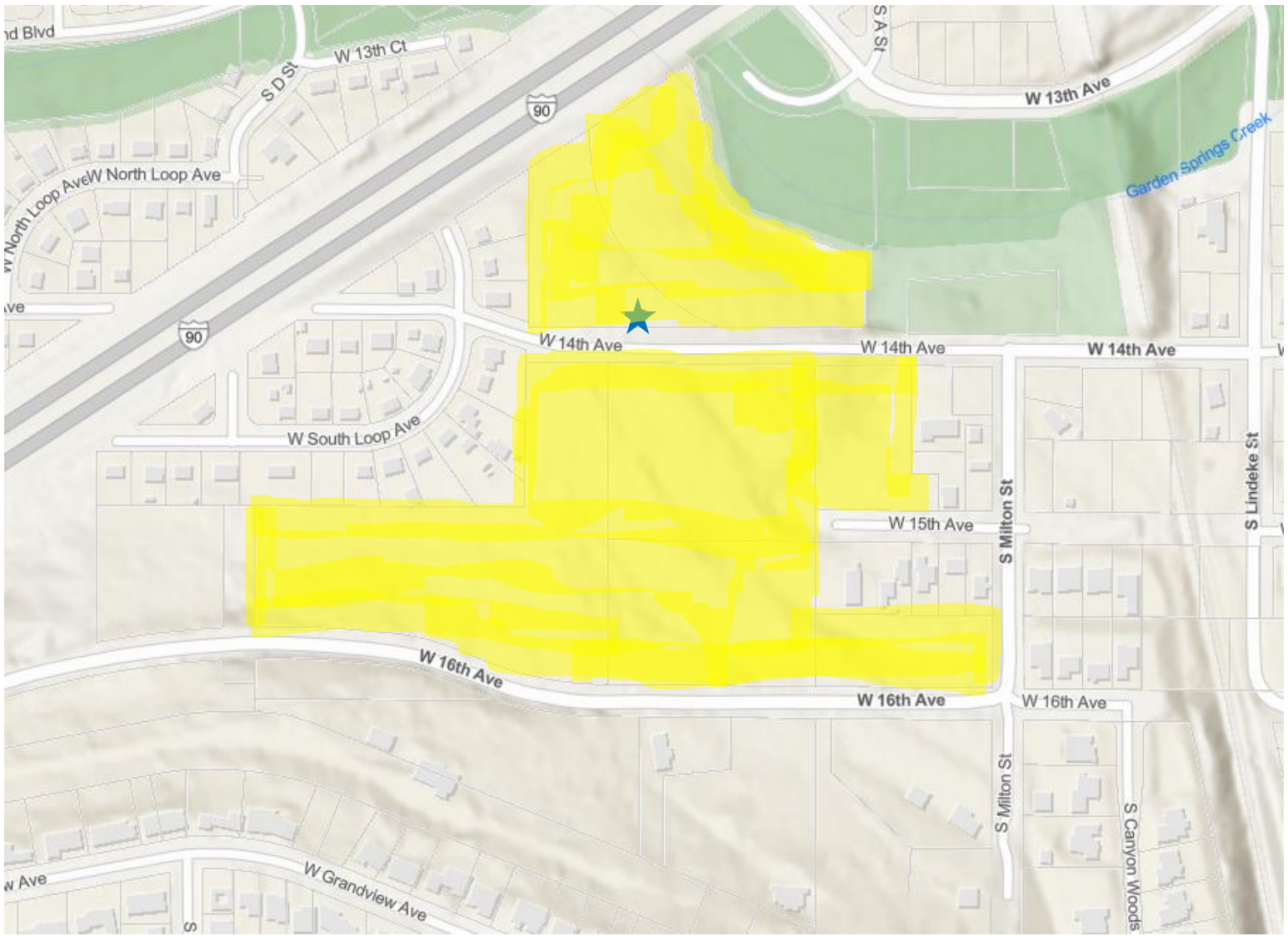
ED 7.4 Tax Incentives for Land Improvement



## Site & Location: Prose









## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and 3508 E 34th, LLC, as “Owner/Taxpayer” whose business address is 2234 Eastlake Ave PH1 Seattle, WA .

### WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

### **LINCOLN HTS LT 8 BLK 21**

Assessor’s Parcel Number(s) **35342.2425**,

commonly known as

**3508 E 34TH AVE SPOKANE, WA.**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines “affordable housing” as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household’s monthly income. The duration of this requirement will be the length of the tenant’s current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City’s Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer’s property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer’s successful completion of

the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in

terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

By:

Mayor, Nadine Woodward

\_\_\_\_\_

Attest:

City Clerk

By:

Its:

Approved as to form:

Assistant City Attorney





## **PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT**

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and GRANDVIEW-WASHINGTON, LLC, as “Owner/Taxpayer” whose business address is 1732 FREMONT BLVD SEASIDE, CA 93955-.**

### **WITNESSETH:**

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

**WOODLAND HTS ADD PTN OF LTS 7&8 BLK 16 LYG SELY I-90 AND ALL LTS 11 & 12 AND 17 - 20 BLK 16 ; TOGETHER WITH SWLY 1/2 OF VAC EVERGREEN DRIVE LYG NELY & ADJ TO; AND EXC ST HWY I-90**

**&**

**QUEEN ANNE SUB B6&7 LS 1 THRU 14 B2; INC VAC FIFTEEN TH AVES OF & ADJ & VAC C ST W OF & ADJ LS 7 & 8**

**&**

**QUEEN ANNE SUB B6&7 LS 1 THRU 14 B3 INC VAC C ST W O F & ADJ**

**&**

**QUEEN ANNE ADD PT OF B8-9 B8 EXC N270FT OF W175FT; B9 EXC N270FT; N1/2 OF VAC STP S OF&ADJ B8&9; EXC ST**

**&**

**QUEEN ANNE SUB B6&7 L8TO14 B4**



&

**WOODLAND HTS ADD LTS1-2 EXC I-90 HWYAND ALL LTS 3 THRU13 BLK 15;  
TOGETHER WITH SWLY 1/2 OF VAC WOODLAND BLVD LYG NELY & ADJ TO; TOGW  
NELY 1/2 OF VAC EVERGREEN DRIVE SWLY OF & ADJ TO AND EXC STHWY I-90**

&

**QUEEN ANNE SUB B6&7 ALL L4TO11;PT L12 B1 S67.5FT OF L12**

Assessor's Parcel Number(s) **25234.3901, 25261.0201, 25261.0301, 25261.0501,  
25256.2004, 25234.3801, 25266.1901**

commonly known as

**2900, 3000 & 3901 W 14TH AVE, 2830 W 15TH AVE, AND 2800, 2840 & 3105 W 16TH AVE  
SPOKANE WA**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12+ Units**, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.
3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
  - (a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other

than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **348** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least 30% of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability

involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

By:

Mayor, Nadine Woodward

\_\_\_\_\_

Attest:

City Clerk

By:

Its:

Approved as to form:

Assistant City Attorney



## 4.4

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### 4.4 - Additional MFTE (Multi-Family Tax Exemption) Conditional Agreement

***Stripes, Teri***

Sponsors: CMs Kinnear & Wilkerson

Staff has determined that the 29th Ave Apartments conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Area identified in SMC 08/15-30. Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rental of 12+ units

| For Information

#### **Attachments**

[MFTE Committee Briefing - 29th Ave.docx](#)

[Conditional Agreement - 713 E 29th Ave.docx](#)



## PLANNING & ECONOMIC DEVELOPMENT

### MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>MFTE - 29th Ave 21 Unit Apartments</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>MFTE - 29th Ave 21 Unit Apartments</u> at April 24, 2023 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>21 units</u></b>, at <b><u>713 E 29th AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>CC4-DC</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>4300000</u></b></li><li>Located in the <b><u>Rockwood</u></b> neighborhood.</li></ul>
Fiscal Impact:	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;



- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Comprehensive Plan Land Use Policies:**

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

## Site & Location: 29<sup>th</sup> Ave Apartments



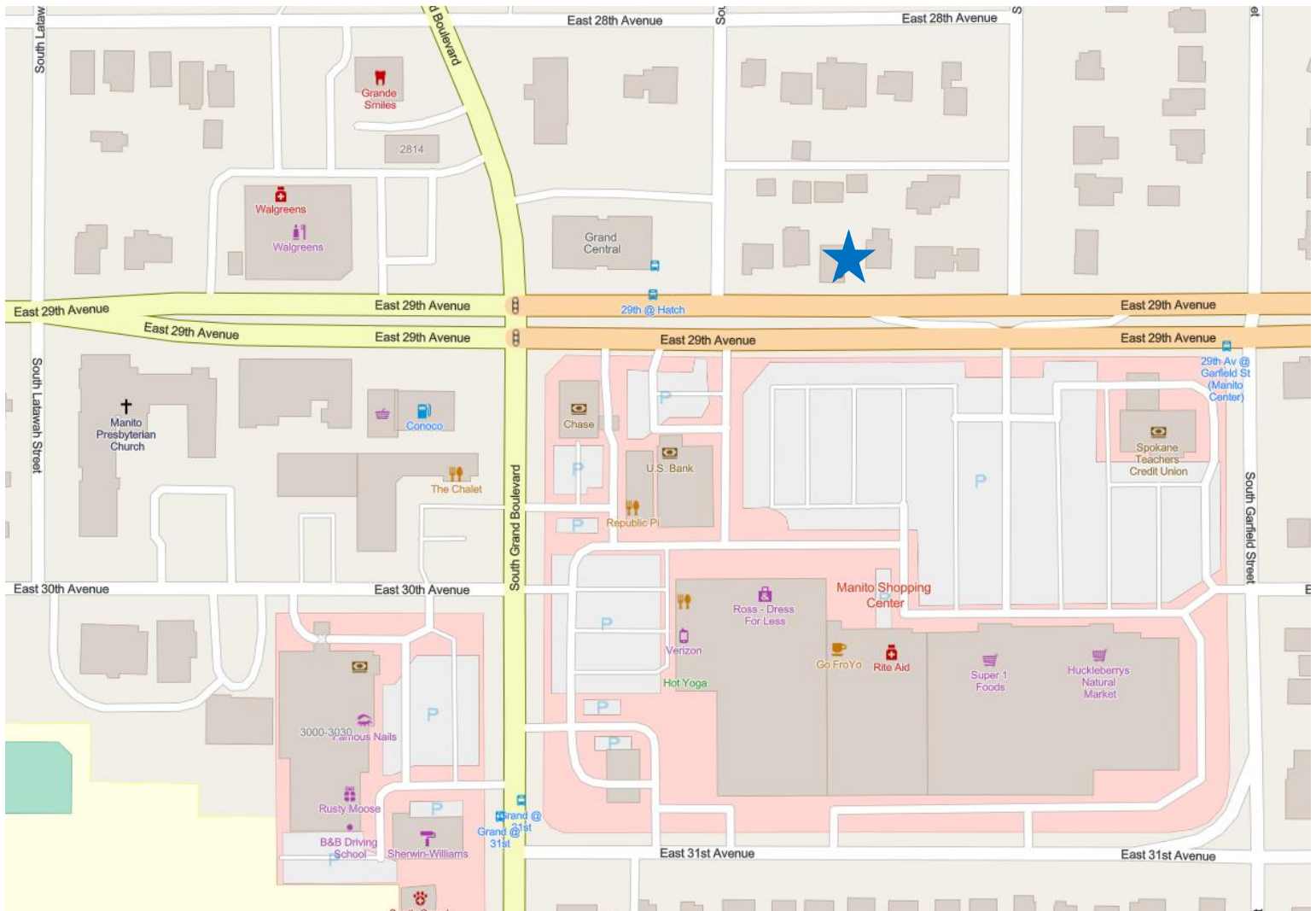
12/1/22, 11:47:25 AM

35294.1815



12/1/22, 11:48:15 AM

35294.1814





## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 29FTW LLC, as "Owner/Taxpayer" whose business address is 1837 S ROCKWOOD BLVD SPOKANE, WA 99203-3456.

### WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

**COOK'S 4TH ADDITION: THAT PORTION OF BLOCK 8 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 40 FEET OF LOT "C", BLOCK 8 OF SAID PLAT; EXCEPT THAT PORTION OF LOT "C" OF SAID BLOCK 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'40"E ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 38.26 FEET; THENCE N89°53'09"W A DISTANCE OF 1.10 FEET; THENCE S00°03'07"E A DISTANCE OF 38.26 FEET; THENCE N89°56'53"E A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF LOT 6, BLOCK 8 OF SAID PLAT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET; THENCE N89°57'53"E A DISTANCE OF 3.24 FEET; THENCE S00°03'07"E A DISTANCE OF 23.74 FEET; THENCE N89°57'48"E A DISTANCE OF 12.17 FEET; THENCE S00°02'12"E A DISTANCE OF 80.15 TO THE SOUTH LINE OF SAID LOT; THENCE N89°53'10"W A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING.**

&

COOK'S 4TH ADDITION: THAT PORTION OF BLOCK 8 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF LOT 6 AND THE WEST HALF OF LOT 7, BLOCK 8 OF SAID PLAT; EXCEPT THAT PORTION OF SAID LOT 6 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET; THENCE N89°57'53"E A DISTANCE OF 3.24 FEET; THENCE S00°03'07"E A DISTANCE OF 23.74 FEET; THENCE N89°57'48"E A DISTANCE OF 12.17 FEET; THENCE S00°02'12"E A DISTANCE OF 80.15 TO THE SOUTH LINE OF SAID LOT; THENCE N89°53'10"W A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF LOT "C" OF SAID BLOCK 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'40"E ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 38.26 FEET; THENCE N89°53'09"W A DISTANCE OF 1.10 FEET; THENCE S00°03'07"E A DISTANCE OF 38.26 FEET; THENCE N89°56'53"E A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number(s) 35294.1814 & 35294.1815,

commonly known as

713 & 717 E 29th AVE SPOKANE, WA.

WHEREAS, this property is located in the Affordable Housing Emphasis Area, and is eligible to seek a Final Certificate of Tax Exemption post construction under the 12-yr Affordable Rentals of 12 + Units, as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines “affordable housing” as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household’s monthly income. The duration of this requirement will be the length of the tenant’s current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 21 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City’s Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer’s property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer’s successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer’s filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is

issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's



ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

By:

Mayor, Nadine Woodward

By:

Its:



---

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



## 4.5

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### 4.5 - EPA Community-wide Assessment Grant Contract Amendment #2

***Shea, Ryan,  
Thompson, Tim***

Sponsors: CMs Bingle, Cathcart, & Kinnear  
Second amendment to add funds for subarea planning

| For Information

#### **Attachments**

[NEPDA Packet.pdf](#)

[23-061 Stantec Consulting Amendment OPR 2020-0603.docx](#)

## Committee Agenda Sheet

### Urban Experience – March 2023

<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name &amp; Phone</b>	Tim Thompson, ext. 6893 & Ryan Shea, ext. 6087
<b>Contact Email</b>	<a href="mailto:tthompson@spokanecity.org">tthompson@spokanecity.org</a> / <a href="mailto:rshea@spokanecity.org">rshea@spokanecity.org</a>
<b>Council Sponsor(s)</b>	District CMs Cathcart & Bingle & CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	<b>EPA Community-wide Assessment Grant Contract Amendment #2</b>
<b>Summary (Background)</b>	<p>At the July 27, 2020 Council meeting the Council approved a contract with Stantec Consulting Services, Inc. for “strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites” (see Attachment 1). The City and Stantec then pursued and were awarded a \$500,000 EPA Community Wide Assessment (CWA) Grant for brownfield revitalization in Northeast Spokane, comprising of three contiguous census tracts (2,16, 144) including the historic Hillyard Neighborhood, located six miles northeast of downtown Spokane. At the November 7, 2022 Council meeting the Council approved a \$467,000 contract with Stantec to accomplish this work (see Attachment 2) in brownfield assessments and revitalization planning.</p> <p>When applying for this EPA CWA grant, City staff worked with the Northeast Public Development Authority (NEPDA) to leverage a grant they were awarded; a \$200,000 Department of Ecology Integrated Planning Grant (IPG) for planning and brownfield mitigation purposes to make the grant application more competitive. Since then, the City Council identified \$1,000,000 in American Rescue Plan Act Funds (ARPA) to be used for subarea planning within three distressed neighborhoods in Spokane: West Central, East Central, and Hillyard. City Staff then worked with Stantec to expand planning work in the EPA grant and the NEPDA’s IPG grant scopes leading to a more robust subarea plan. The attached scope combines all the interrelated subarea planning to be completed and specifically identifies which tasks and deliverables represent the ARPA-funded work (see Attachment 3).</p> <p>For this second contract amendment, we are proposing a contract amendment to add \$330,791.91 in ARPA subarea planning tasks (as seen in Attachment 3). This robust subarea plan aids community housing needs, employment opportunities, and community recovery and resiliency. The planning work will engage local stakeholders in examining exiting conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recovery, job growth, community revitalization, and modernizing essential infrastructure.</p> <p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. <a href="#">Original Contract, 7/27/20</a></li> <li>2. <a href="#">First Contract Amendment, 11/7/22</a></li> <li>3. <a href="#">Proposed Scope – ARPA Funded Components</a></li> <li>4. <a href="#">ARP-CFLRF CFDA 21.027 Funding</a></li> </ol>

<b>Proposed Council Action &amp; Date</b>	Approval at an April Council meeting to amend a Consultant Contract for the Northeast EPA Community Wide Assessment grant to include ARPA funding to leverage and expand the subarea plan for this area.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
<p><i>What impacts would the proposal have on historically excluded communities?</i></p> <p>The NE Spokane target area includes 12,599 of Spokane’s most economically distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane County. To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area’s most sensitive populations. With this amendment, the project would include an additional \$330,791.91 of ARPA funds to engage local stakeholders in examining exiting conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recovery, job growth, community revitalization, and modernizing essential infrastructure by expanding the subarea planning.</p>	
<p><i>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</i></p> <p>For the EPA Grant we have to complete Section 106 Cultural Consultations to the sites we will conduct Phase I and Phase II reports on and the grant also requires: MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.</p>	
<p><i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i></p> <p>For the brownfield portion of the project, sites provided environmental services under the grant are tracked by both the US EPA and WA State Ecology and we also track their progress from site assessment through cleanup and redevelopment. For the subarea planning, coordination with local stakeholders will be maintained and the project adjusted as necessary to ensure the project fits the area.</p>	

*Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?*

This funding allows us to invest in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation. The subarea planning touches on nearly all the comprehensive planning goals and takes into consideration previous planning efforts:

**Comprehensive Plan Land Use Policies:**

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers

**Comprehensive Plan Housing Policies:**

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

**Comprehensive Plan Transportation Policies:**

- TR 1: Transportation Network for All Users
- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 8: Moving Freight
- TR 9: Promote Economic Opportunity
- TR 17: Paving Existing Unpaved Streets
- TR 19: Plan Collaboratively
- TR 23: Effective and Enhanced Public Outreach

**Comprehensive Plan Economic Development Policies:**

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

**Comprehensive Plan Capital Facilities Policies:**

- CFU 1.1 Level of Service
- CFU 2.1 Available Public Facilities
- CFU 4.1 Compact Development
- CFU 6.1 Community Revitalization
- CFU 6.2 Economic Development

**Comprehensive Plan Natural Environment Policies:**

- NE 13.1 Walkway and Bicycle Path System

**City of Spokane Housing Action Plan (2021)**

**The Yard Redevelopment Master Plan (2017)**

**Greater Hillyard North-East Planning Alliance (GHNEPA) Neighborhood Plan (2010)**


**Agenda Sheet for City Council Meeting of:**

07/27/2020

**Date Rec'd**

7/15/2020

**Clerk's File #**

OPR 2020-0603

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

PLANNING

**Contact Name/Phone**

TERI STRIPES 625-6597

**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0650 - BROWNFIELD GRANT PURSUIT AGREEMENT W/STANTEC CONSULTING

**Agenda Wording**

This Contract with STANTEC CONSULTING SERVICES, INC. Provides for strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites

**Summary (Background)**

This Contract with STANTEC CONSULTING SERVICES, INC. initial work, includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.

**Fiscal Impact**

Grant related? YES

Public Works? NO

**Budget Account**

Neutral \$ 0

# 1360-94173-58620-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals**
**Dept Head**

MEULER, LOUIS

**Division Director**

CORTRIGHT, CARLY

**Finance**

ORLOB, KIMBERLY

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications**
**Study Session\Other**

PIES Briefing 6/22/20

**Council Sponsor**

CM Beggs &amp; CM Cathcart

**Distribution List**

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lmeuler@spokanecity.org

tstripes@spokanecity.org

sstopher@spokanecity.org

korlob@spokanecity.org

sbishop@spokanecity.org

**Additional Approvals**
**Purchasing****GRANTS &**

STOPHER, SALLY

Approved by Spokane  
on: 7-27-2020

City Council

DocuSigned by:

Jenni Pfister

CC56CBA4DCC84D6...  
City Clerk

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Business & Neighborhood Services, Planning & Economic Development
<b>Subject:</b>	Future Brownfield Grants and Implementation consultant contract for the Planning & Economic Development's Brownfields program
<b>Date:</b>	6/22/2020
<b>Contact (email &amp; phone):</b>	Teri Stripes, tstripes@spokanecity.org, X6597
<b>City Council Sponsor:</b>	Council President Beggs and Council Member Cathcart
<b>Executive Sponsor:</b>	Scott Simmons, Director of Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee & Urban Experience and Finance
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Aligns with the Strategic Plan by providing investment in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.
<b>Strategic Initiative:</b>	Optimizing Public Assets and Growing Targeted Areas
<b>Deadline:</b>	6/29/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Provides for strategic successful grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites
<b>Background/History:</b> In 2014, we awarded a contract to a consultant chosen through a Request for Proposal procurement process for Brownfield grant and implementation assistance. That contract led to five successful (100%) grant applications and \$1.6M in funding for Phase I & II work in the YARD and University District as well as the cleanup of contamination in Riverfront Park. That success has led to our 2020 Request for Proposal (RFP #5252-20) and the selection of a consultant firm to again provide this assistance under a new three year contract.	
<b>Executive Summary:</b>  The 2020 Request for Proposal Status: <ul style="list-style-type: none"> <li>• Staff and review committee have selected a top scoring Firm</li> <li>• Staff has negotiated a favorable contract framework with Firm</li> <li>• Staff is working with legal to develop the contract</li> <li>• <b>Staff will proceed with an agenda request for Council's approval of the contract</b></li> </ul> <b>At this time, the contract's significant points are:</b>  The initial work, which includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a <b>\$0 fee</b> .  Any grant writing other than a site specific or community wide assessment application is contingent upon the availability of funding and will be provided according to the costs proposed in the Firm's Brownfield Grants and Implementation Services (RFP #5252-20) April 20, 2020 proposal.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A ( <b>no revenues or expenses until grants are awarded in 2021</b> ) Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
<u>Operations Impact:</u>		
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:		

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods



Services



**Department:** N/A

**Approving Supervisor:** N/A

**Amount of Proposed Expenditure:** N/A

**Funding Source:** N/A

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

\_\_\_\_\_

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

City Clerk's No. OPR 2020-0603



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: BROWNFIELD GRANTS AND  
IMPLEMENTATION SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES; and*

*WHEREAS, the Consultant has been selected through RFP No. 5252-20.*

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on July 1, 2020, and ends on June 30, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional two-year contract periods with the total contract period not to exceed five (5) years.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Response to RFP dated April 20, 2020, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION.

Payment for Consultant's services will be paid as outlined in the Cost Proposal section of Exhibit B.

#### 5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Planning Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or lawsuits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **11. INSURANCE.**

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's reasonable discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or



will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. Upon full payment of all monies owed to the Consultant, the Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City. The Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic Files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent. Files sent in protected PDF format may be relied on.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any

other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## 21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

## 22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## 23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section

shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, epidemic, pandemic, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

#### **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**STANTEC CONSULTING SERVICES, INC.**

DocuSigned by:  
By Chris Gdak  
Signature 8/4/2020  
Date  
Chris Gdak  
Type or Print Name  
Sr. Principal, Environmental Services  
Title

Attest:

DocuSigned by:  
By Jenni Pfister  
Signature DS  
City Clerk



**CITY OF SPOKANE**

DocuSigned by:  
By Nadine Woodward  
Signature 8/4/2020  
Date  
Nadine Woodward  
Type or Print Name  
Mayor  
Title

Approved as to form:

DocuSigned by:  
By Mike Piccolo  
Signature Assistant City Attorney

**Attachments:**

Exhibit A – Certificate Regarding Debarment  
Exhibit B - Consultant's Scope of Work dated April 20, 2020

20-097a



## EXHIBIT B

**Agenda Sheet for City Council Meeting of:**

11/07/2022

**Date Rec'd**

10/25/2022

**Clerk's File #**

OPR 2020-0603

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

TERI STRIPES X6597

**Project #****Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR

**Agenda Item Name**0650 - STANTEC CONSULTING BROWNFIELD GRANT AMENDMENT AND  
EXTENSION**Agenda Wording**

Amending a Consultant Contract for grant writing and implementation to include the work of the EPA Grant Award and Cooperative Agreement pursuant to OPR 2020-0603

**Summary (Background)**

Stantec Consulting Services Inc. previously completed grant application services in coordination with the EPA for the Brownfields Community Assessment grant. This amendment serves to expand the additional work set out in the attached Scope of Work dated September 1, 2022. The extension shall become effective on June 30, 2023 and run through December 30, 2026.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 467,000

# 1360-94173-58620-54201-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

GARDNER, SPENCER

**Study Session\Other**

UE 10/10/2022

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CMs Cathcart &amp; Bingle

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

tstripes@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

smacdonald@spokanecity.org

**Additional Approvals**

sgardner@spokanecity.org

**Purchasing**

rbenzie@spokanecity.org

**ACCOUNTING -  
GRANTS**

MURRAY, MICHELLE

jchurchill@spokanecity.org

korlob@spokanecity.org

Approved by Spokane City

Council on: 11/7/2022

jlargent@spokanecity.org

City Clerk





**City of Spokane**

**CONTRACT AMENDMENT/EXTENSION**

**Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants**

This Contract Amendment/Extension is made and entered into by and between the **City Of Spokane** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition; and*

*WHEREAS, Consultant previously completed the grant application services phase of the project in accordance with the original Contract; and*

*WHEREAS, the grant implementation phase of the project requires additional funding to be reimbursed to the City utilizing funding from the FY2022 Grant, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally amended and extended by this written document; and*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on June 30, 2023 and shall run through December 30, 2026.

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is expanded to include the additional work set out in the September 1, 2022 Scope of Work attached hereto.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FOUR HUNDRED SIXTY-SEVEN THOUSAND HUNDRED AND NO/100 DOLLARS (467,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment / Extension by having legally-binding representatives affix their signatures below.

**STANTEC CONSULTING SERVICES, INC.****CITY OF SPOKANE**

By Chris Gdak 11/8/2022  
Signature Date

By Nadine Woodward 11/15/2022  
Signature Date

Chris Gdak  
Type or Print Name

Nadine Woodward  
Type or Print Name

Sr. Principal, Environmental Services  
Title

Mayor  
Title

Attest:

Approved as to form:

[Signature]  
City Clerk

Michael J. Piccolo  
Assistant City Attorney

**Attachment:**

Consultant's September 1, 2022 Scope of Work

22-178




**Stantec Consulting Services Inc.**

 3400 188th Street SW, Suite 285  
 Lynnwood WA 98037-4772

September 1, 2022

Project/File: Scope of Work/Budget for Implementation of Spokane's FY2022 EPA Brownfield Community-Wide Assessment (CWA) Grant

**Teri Stripes**

 City of Spokane  
 Planning and Economic Development  
 808 W Spokane Falls Blvd  
 Spokane, WA 99201

Dear Teri,

Stantec Consulting Services Inc. (Stantec) has prepared the following scope of work/budget to provide the contractual services detailed in the City of Spokane's Cooperative Agreement (CA) Work Plan for its Fiscal Year (FY) 2022 EPA Brownfield Community-Wide Assessment (CWA) Grant. A brief description of the proposed scope of work/budget for each of the four (4) primary project tasks is provided below. The CA Work Plan and a rate schedule are attached.

**Scope of Work/Budget**

Stantec previously completed the grant application services phase of the project in accordance with the City of Spokane's (City) contract OPR 2020-0603, which was executed on July 15, 2020. The grant implementation services phase of the project will include a wide range of brownfield contractual services that will be performed by Stantec as an amendment to contract OPR 2020-0603. These contractual services will be reimbursed to the City utilizing funding from the FY2022 grant.

The contractual services are further detailed in the attached CA Work Plan, which was approved by EPA on July 27, 2022. As discussed in the CA Work Plan, the total amount of contractual services has been established as \$467,000 for the four (4) main tasks described below:

<b>Task</b>	<b>Task Description</b>	<b>Contractual Budget</b>
1	Project Management, Reporting & Other Eligible Program Activities	\$18,000
2	Community Engagement	\$12,000
3	Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	\$357,000
4	Area-Wide Planning	\$80,000
<b>Total Contractual Budget</b>		<b>\$467,000</b>

Under Task 1, Stantec will participate in regular meetings with the City, complete ACRES entries and updates and drafting quarterly/annual/final reports for the City's approval and submittal to the EPA. Under Task 2, Stantec will assist the City in preparing community outreach/engagement materials, and participate in stakeholder meetings over the course of the project.

September 1, 2022  
Teri Stripes  
Page 2 of 2

Reference: Scope of Work/Budget for Implementation of FY2022 EPA Brownfield CWA Grant

### **Schedule and Typical Project Costs**

Although the cost for tasks can be highly variable depending on the complexity of the site/activity, typical costs for select outputs are as follows:

- Eligibility Determinations: \$750 to \$1,300
- Phase I Environmental Site Investigation: \$5,000 to \$10,000
- Phase II Environmental Site Assessments: \$30,000 to \$60,000
- Site-Specific Cleanup & Reuse Plans: \$7,500 to \$15,000

Implementation services will be performed on a time and materials basis not to exceed the contractual budget amounts established in the CA Work Plan. The scope of work will be further defined on an ongoing basis as the project progresses, including periodic CA Work Plan amendments as needed and approved by the City/EPA over the course of the project.

### **STANTEC CONSULTING SERVICES INC.**



**Cyrus Gorman** LG  
Project Manager  
Phone: (425) 599-9302  
cyrus.gorman@stantec.com



**Chris Gdak**  
Senior Principal, Environmental Services  
Phone: (425) 698-7398  
chris.gdak@stantec.com

Attachment: CA Work Plan; Rate Schedule and Other Direct Reimbursements.

# **COOPERATIVE AGREEMENT WORKPLAN**

**EPA Region 10  
FY2022 BROWNFIELDS ASSESSMENT  
COOPERATIVE AGREEMENT WORK PLAN**

**FOR**

FY2022 Spokane Brownfields Community-Wide Assessment Grant

**Anticipated Period of Performance (4 years):**

October 1, 2022 to September 30, 2026

**Submitted on:**

June 6, 2022 (Draft Work Plan)  
July 14, 2022 (Revised Draft Work Plan)  
July 27, 2022 (Final Work Plan)

**Submitted by:**

Teri Stripes, Assistant Planner II (Brownfields Program Manager)  
City of Spokane, Planning and Development Services  
808 W Spokane Falls Blvd, Spokane WA 99201  
Phone: 509.625.6597  
Fax: 509.625.6013  
Email: [tstripes@spokanecity.org](mailto:tstripes@spokanecity.org)  
Website: <https://my.spokanecity.org/>

Cooperative Agreement Number: **TBD**

# Table of Contents

<b>1</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.1	Project Description, Goals & Objectives .....	1
1.2	Organizational Structure & Responsibilities .....	1
1.2.1	Key Personnel .....	1
1.2.2	Regulatory Agencies.....	2
1.2.3	Consultant Team .....	2
1.2.4	Brownfield Advisory Committee (BAC) .....	3
1.2.5	Summary of Roles & Responsibilities by Project Task.....	4
1.3	Project Outputs & Outcomes .....	4
1.3.1	Project Outputs .....	4
1.3.2	Project Outcomes .....	5
<b>2</b>	<b>PROJECT TASK DESCRIPTIONS .....</b>	<b>6</b>
2.1	Task 1 – Project Management, Reporting & Other Eligible Activities .....	6
2.1.1	Project Management & Reporting .....	6
2.1.2	Other Eligible Activities .....	7
2.1.3	Contractor Procurement.....	7
2.2	Task 2 - Community Engagement & Site Selection .....	7
2.2.1	Community Outreach & Involvement Activities .....	7
2.2.2	Project Updates & Other Public Information Activities .....	9
2.2.3	Site Inventory & Prioritization Activities .....	9
2.2.4	Site Eligibility Determination (ED) Request Activities.....	11
2.3	Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans .....	11
2.3.1	Phase I ESA Activities .....	11
2.3.2	Phase II ESA & RBM Survey Activities .....	12
2.3.3	Site-Specific Cleanup/Reuse Plans .....	13
2.4	Task 4 – Area-Wide Planning (AWP) .....	14
2.4.1	Area-Wide Planning .....	14
<b>3</b>	<b>SCHEDULE &amp; DELIVERABLES .....</b>	<b>14</b>
<b>4</b>	<b>BUDGET.....</b>	<b>16</b>
4.1	Budget Table .....	16
4.2	Budget Narrative.....	17

# 1 Introduction

## 1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected the City of Spokane (referred to as “the City”) as a recipient of a Fiscal Year 2022 (FY22) Brownfield Assessment Grant with funding in the amount of \$500,000 to be used within a four-year period of performance.

Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (2, 16 and 144), including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (such as the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment.

Northeast Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (CTs) 2, 16, 144, including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (like the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment. Preliminary brownfields identified during preparation of the grant application include former railyards, auto repair and service stations, abandoned residential properties with aging structures that may contain regulated building materials, and various commercial properties.

The City will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 8 sites, and Phase II ESAs at up to 6 sites, and Regulated Building Materials (RBM) Surveys at up to 4 sites. The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) and/or Reuse Plans for up to 4 sites and an area-wide planning study for the Market Street Corridor located in the Hillyard Business District (HBD).

## 1.2 Organizational Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this project.

### 1.2.1 KEY PERSONNEL

The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.



Contact information for key personnel is provided in the following table.

City of Spokane Key Personnel		
Personnel Name & Title	Organization	Contact Info
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509.625.6597 Email: <a href="mailto:tstripes@spokanecity.org">tstripes@spokanecity.org</a>
Spencer Gardner <i>Director, Planning Services</i>	City of Spokane, Community and Economic Development Department	Phone: 509.625.6097 Email: <a href="mailto:sgardner@spokanecity.org">sgardner@spokanecity.org</a>

## 1.2.2 REGULATORY AGENCIES

The City will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The City will coordinate with EPA and Ecology to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. The City will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. EPA and Ecology will provide review and approval of ABCAs/RAPs for sites requiring cleanup.

Regulatory Agency Key Personnel		
Personnel Name & Title	Organization	Contact Info
Terri Griffith <i>EPA Brownfield Project Manager</i>	EPA Region 10 Brownfield Program	Phone: 206.553.8511 Email: <a href="mailto:griffith.terri@epa.gov">griffith.terri@epa.gov</a>
Sandra Treccani <i>Site Manager/Hydrogeologist</i>	Washington State Department of Ecology Toxics Cleanup Program	Phone: 509.329.3412 Email: <a href="mailto:Sandra.trecanni@ecy.wa.gov">Sandra.trecanni@ecy.wa.gov</a>

## 1.2.3 ENVIRONMENTAL CONTRACTOR/CONSULTANT TEAM

The City routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified environmental contractor/consultant team. In the Summer of 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected by the City to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

Environmental Contractor/Consultant Team		
Personnel Name & Title	Organization	Contact Info
Cyrus Gorman, LG <i>Senior Associate/Project Manager</i>	Stantec	Phone: 206.494.5029 Email: <a href="mailto:cyrus.gorman@stantec.com">cyrus.gorman@stantec.com</a>
Aaron Wisher <i>Project Geologist/Field Crew Lead</i>	Stantec	Phone: 206.494.5043 Email: <a href="mailto:aaron.wisher@stantec.com">aaron.wisher@stantec.com</a>

### 1.2.4 BROWNFIELD ADVISORY COMMITTEE (BAC)

The City has received commitment from community stakeholders for participation on a Brownfield Advisory Committee (BAC). The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. The BAC will serve as the Project steering committee and will be comprised of representatives from community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

BAC Members		
Personnel Name	Organization	Contact Info
Jesse Bank	Northeast Spokane Public Development Authority (NEPDA)	<i>Contact info is not available at this time. Jesse is starting July 2022 and does not have an email/phone number yet.</i>
Bob Hilmes	Washington State Department of Transportation (WSDOT)	Phone: 509-324-6089 Email: <a href="mailto:hilmesb@wsdot.wa.gov">hilmesb@wsdot.wa.gov</a>
Dr. Francisco R. Velázquez	Spokane County Regional Health District	Phone: 509-324-1500 Email: <a href="mailto:fvelazquez@srhd.org">fvelazquez@srhd.org</a>
Gary Ballew	Greater Spokane Inc.	Phone: 509-321-3634 Email: <a href="mailto:gballew@greaterspokane.org">gballew@greaterspokane.org</a>
Joel While	Spokane Home Builders	Phone: 509-532-4990 Email: <a href="mailto:jwhite@shba.com">jwhite@shba.com</a>
Dave Richardson	Northeast Community Center	Phone: 509-487-1603
Amber Waldref	The Zone Project	Phone: 509-625-6255 Email: <a href="mailto:awaldref@necommunitycenter.com">awaldref@necommunitycenter.com</a>
Barb Stout-Henggeler	Minnehaha Neighborhood Council	Phone: 509-863-6927 Email: <a href="mailto:chair.minnehaha@gmail.com">chair.minnehaha@gmail.com</a>
Joe Carter	Hillyard Neighborhood Council	Phone: 509-625-6343 Email: <a href="mailto:hnc.hillyard.chair@gmail.com">hnc.hillyard.chair@gmail.com</a> ;
Steve MacDonald	Spokane Community & Economic Development Department	Phone: 509.625.6835 Email: <a href="mailto:smacdonald@spokanecity.org">smacdonald@spokanecity.org</a>

## 1.2.5 SUMMARY OF ROLES & RESPONSIBILITIES BY PROJECT TASK

Brownfield assessment funding from the EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be conducted by Teri Stripes. The Consultant will provide technical assistance and EPA and Ecology will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- Task 1 - Grant Management, Reporting & Other Eligible Activities: This task will be carried out by the City with assistance from the Consultant.
- Task 2 – Community Engagement & Site Selection: This task will be facilitated by the Consultant with assistance from the City and NEPDA. The City will develop the site prioritization criteria (with input from the BAC) and approve the prioritization process. Eligibility determination (ED) requests for use of grant funds will be submitted to EPA for review and concurrence. ED requests for sites where petroleum is known or suspected will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- Task 3 - Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans: This task will be carried out by the Consultant with assistance from the City.
- Task 4 - Area-Wide Planning (AWP): This task will be conducted by the Consultant with assistance from the City.

## 1.3 Project Outputs & Outcomes

### 1.3.1 PROJECT OUTPUTS

The City has already prepared an inventory of brownfield sites and will use this database to assess brownfields within the community to catalyze cleanup and revitalization of priority sites. The City anticipates specific outputs to include the following:

#### **Task 1 – Project Management, Reporting & Other Eligible Activities**

- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Prepare annual Federal Financial Reports (FFRs).
- Create and update property profiles in EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, FFR, and Final Performance Report.

#### **Task 2 – Community Engagement & Site Selection**

##### **Community Engagement:**

- The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. NEPDA will coordinate and conduct meetings with the BAC (a minimum of 8 meetings), general public, and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare a Community Involvement Plan (CIP) detailing outreach strategies to be implemented throughout the project.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).

- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Prepare a Site Nomination Form for distribution to property owners and other stakeholders.
- Update the City's existing Brownfield Program webpage with project-specific information.

#### Site Selection:

Inventory activities have previously been performed under past EPA Grants. The inventory will be revisited to identify data gaps and add new sites, as needed. The City will leverage prior inventory activities and focus on stakeholder engagement to identify priority sites. As additional sites are identified, additional inventory activities will be completed in support of eligibility and assessment activities. Activities are anticipated to include:

- Prioritize sites identified in the brownfield inventory completed for the target area.
- Conduct windshield survey activities for new sites added the inventory.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific ED requests for priority sites for submittal to EPA and/or Ecology (petroleum sites).

#### **Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans**

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP).
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare Endangered Species Act Section 7 and National Historic Preservation Act (NHPA) Section 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-21 at up to 8 high priority brownfield sites.
- Complete Phase II ESA and/or supplemental assessment activities at up to 6 high priority brownfield sites.
- Complete RBM Surveys at up to 4 high priority brownfield sites.
- Prepare site-specific ABCAs and/or RAPs and/or Reuse Plans for up to 4 high-priority brownfields sites.

#### **Task 4 – Area-Wide Planning (AWP)**

- Complete one brownfield AWP study including a market/feasibility study, design charettes and renderings for the Market Street Corridor area in the Hillyard Business District (HBD).

### **1.3.2 PROJECT OUTCOMES**

Grant funding will allow the City to continue its Brownfield Site Reuse and Revitalization Program. The City has developed an organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Numbers of sites/acres cleaned up.
- Numbers of sites for which property title transfers are facilitated.
- Numbers of sites and acres of land redeveloped.
- Numbers of acres of Greenspace created.
- Amount of private investment and other funding leveraged.

- Number of jobs created or retained.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of community meetings held.

## 2 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task.

### 2.1 Task 1 – Project Management, Reporting & Other Eligible Activities

#### 2.1.1 PROJECT MANAGEMENT & REPORTING

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting, ongoing meetings with EPA and the consultant, and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The City with support from the Consultant.

Milestones, Deliverables & Schedule:

- The Brownfields Program Manager (Teri Stripes) will coordinate grant activities with the Consultant and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- FFR and DBE Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A Final Performance Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as the QPRs but will cover the entire Project period. In addition, the final report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

## 2.1.2 OTHER ELIGIBLE ACTIVITIES

Objective: Attend one national brownfield conference/training and one regional brownfield conference/training.

Activities: Two City personnel will attend three national brownfield conference/training and/or regional brownfield conference/training events.

Lead: The City.

Milestones, Deliverables & Schedule:

- The next regional brownfields conference is anticipated for 2023.
- The next national brownfields conference the City plans to attend is anticipated for 2024.

## 2.1.3 CONTRACTOR PROCUREMENT

Objective: Procurement of a contractor in accordance with a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500).

Activities: The City issued a request for proposal from qualified consultants on March 13, 2020 for grant writing and implementation services.

Lead: The City.

Milestones, Deliverables & Schedule:

- The City received proposals from 6 qualified firms.
- On May 20, 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.
- The City Council was briefed on the Consultant contract on July 20, 2020 and contract authorization was approved by the City Council on July 27, 2020.
- The Consultant's contract was executed by the City on August 4, 2020.

## 2.2 Task 2 - Community Engagement & Site Selection

### 2.2.1 COMMUNITY OUTREACH & INVOLVEMENT ACTIVITIES

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing BAC meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of AWP activities.

The City will work closely with its project partners to solicit input, connect with key stakeholders, conduct outreach and engagement activities, and facilitate the site prioritization and selection process. Within the first quarter, the City will prepare a grant-specific Community Involvement Plan (CIP). The CIP will utilize existing channels of communication, including:

- The City encourages community participation through their dedicated brownfields and project-specific webpages (<https://my.spokanecity.org/economicdevelopment/incentives/brownfields-program>).
- NEPDA will serve as the primary conduit for communication between the City and Hillyard stakeholders, encouraging participation through a dedicated project webpage, blog posts, informative handouts, and quarterly meetings at the Northeast Community Center in the Hillyard Neighborhood.
- The Spokane Homebuilders Association will disseminate info to their members via regular newsletters and meeting regarding activities that can be funded by the grant to support affordable housing projects.

The City and its project partners will also utilize other proven strategies to unlock developer interest and reach the most disenfranchised stakeholders. These methods will be adjusted as needed to incorporate appropriate social distancing and other measures being taken to reduce the spread of COVID-19:

- **Meetings with Property/Business Owners and Developers:** The City regularly conducts meetings with property/business owners and developers and will leverage these relationships to solicit interest and participation from investors within the Northeast Spokane target area. During periods with increased COVID-19 protocols, meetings will occur online via video conferencing platforms like MS Teams and Zoom.
- **Social Media:** The City and its partners have established social media channels that will be utilized to ensure that residents and stakeholders stay informed and feel included in the decision-making process. The City will use social media outlets to engage with students and younger audiences about the project.
- **Emails & Newsletters:** A comprehensive stakeholder list will be created, and emails and newsletters will be sent periodically. These will also be available in other languages (e.g. Spanish), as needed.
- **Boots on the Ground:** Tactical events such as outreach campaigns with pop-up boards and listening posts at local schools, and weekend meetings at the Northeast Community Center and/or Hillyard Library are tools that can capture the attention of parents, business owners and those without internet. The City will follow current CDC guidance and COVID-19 protocols for all events.

Lead: The City with support from NEPDA.

#### Milestones & Deliverables:

- Convene the BAC.
- Prepare CIP.
- Coordinate and conduct at least 8 meetings with the BAC. In addition, the City and NEPDA will host public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a **Site Nomination Form** to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

#### Estimated Submittal/Completion Dates:

- Summer/Fall 2022: Updated the existing Site Nomination Form and Site Prioritization Criteria Documents.
- Fall 2022: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). The City and NEPDA will host public kick-off meeting. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

*Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by NEPDA and the City.*

## 2.2.2 PROJECT UPDATES & OTHER PUBLIC INFORMATION ACTIVITIES

**Objective:** Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

**Activities:** Update and maintain the City's existing brownfield project webpage. Update existing project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to).

**Lead:** The City with support from NEPDA, BAC and Consultant.

### Milestones & Deliverables:

- The City's existing brownfield program webpage ([Brownfields Program - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/brownfields-program)) will be updated to include information about the FY2022 Assessment Grant Project.
- Existing fact sheets (specific to property owners and the general public) will be updated and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be reviewed and updated as needed to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the City's project webpage.

### Estimated Submittal/Completion Dates:

- **Spring 2022:** Publish article/press release announcing EPA grant award.  
<https://my.spokanecity.org/news/releases/2022/05/23/city-receives-500000-in-grants-for-northeast-area/>  
<https://www.spokesman.com/stories/2022/jun/02/northeast-spokane-development-eyed-as-part-of-brow/>
- **Summer 2022:** Update existing Project fact sheets and Site Nomination Form. Update Process Guide for property owners. Develop/update content for the Project webpage.

## 2.2.3 SITE INVENTORY & PRIORITIZATION ACTIVITIES

**Objective:** Update the existing GIS-based inventory of potential brownfield sites as needed to aid in identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with the City's databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

**Activities:** The following activities may be completed as part of updating the inventory:

- Incorporate previous redevelopment or brownfields site databases; and
- Identify environmental records for all sites in the target area listed in EPA, Ecology, and/or local environmental databases;



- Review select County, City, and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, LoopNet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, local directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct windshield surveys throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies and collect photographs and/or video via a cellphone or tablet to share with project stakeholders;
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria may be analyzed when prioritizing sites (the final criteria and order of importance will be determined by the BAC):

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;
- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the City and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Fall 2022: Review existing inventory to identify data gaps and determine if new sites should be added.
- Winter 2022/2023: Development of site prioritization criteria and prioritization activities with support from the City and the BAC.

## 2.2.4 SITE ELIGIBILITY DETERMINATION (ED) REQUEST ACTIVITIES

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup/reuse planning activities.

Activities: Prior to initiating any site-specific work, ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer. As part of the ED process for sites where petroleum is known or suspected, information will first be submitted for review by Ecology to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the City.

Milestones & Deliverables: Completed/approved ED forms.

Estimated Submittal/Completion Dates:

- Fall 2022: ED requests will be submitted to the EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall or winter of 2022.

## 2.3 Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

### 2.3.1 PHASE I ESA ACTIVITIES

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: The following activities may be completed as part of the ESA tasks:

- Phase I ESAs will support property transfers and eventual redevelopment and provide information for evaluating the need for Phase II ESAs and cleanup. The City anticipates conducting Phase I ESAs for up to 8 sites.
- The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-21 and the All Appropriate Inquiry (AAI) rule. The City will contact site owners and negotiate Access Agreements.
- The ACRES database will be updated following completion of each Phase I ESA. An AAI Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the City for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- Site-specific HASPs
- Phase I ESA Reports
- AAI Checklists
- Updated ACRES database

Estimated Submittal/Completion Dates:

- Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in fall/winter 2022.

## 2.3.2 PHASE II ESA & RBM SURVEY ACTIVITIES

### 2.3.2.1 Master Quality Assurance Project Plan (QAPP)

**Objective:** Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

**Activities:** Before beginning Phase II ESA work, the City and the Consultant will participate in a pre-QAPP conference call with EPA, if required. The existing Master QAPP (i.e. not site-specific) that addresses both hazardous substances and petroleum sites will be updated and submitted to EPA and Ecology for review and approval. The Consultant will finalize the Master QAPP once EPA and Ecology have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the existing comprehensive Master QAPP will be updated at the beginning of the project. This approach will provide for ample EPA and Ecology review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. Additionally, the Consultant will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new Disadvantaged Business Enterprises (DBE) labs and drillers to the QAPP.

**The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA.** As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

**Lead:** The Consultant will prepare the QAPP and the City will review the draft prior to submittal to EPA and Ecology.

**Milestones & Deliverables:** Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

**Estimated Submittal/Completion Dates:**

- **November 2022:** Draft Master QAPP submitted to EPA and Ecology for review.
- **January 2023:** Final Master QAPP completed (pending EPA and Ecology review time).

### 2.3.2.2 Phase II ESA & RBM Survey Activities

**Objective:** Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

**Activities:** The City anticipates conducting Phase II ESAs for up to 6 sites and RBM Surveys for up to 4 sites, where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities will include sampling and analysis of soil, groundwater, and/or soil vapor, and report preparation. RBM Survey activities will include sampling and analysis of hazardous building materials and report preparation.

SAPs addressing each property where Phase II ESA and/or RBM Survey work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

For each Phase II ESA, the Consultant will provide information to the City to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act

(NHPA) Section 106. The information will include the Project location, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will send letters to be submitted to the EPA.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- EPA-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Endangered Species Act Section 7 and NHPA Section 106 consultations (as necessary)

Estimated Submittal/Completion Dates:

- Winter/Spring 2023: Phase II ESA fieldwork underway at first site.
- Spring/Summer 2023: First Phase II ESA report(s) completed (ongoing throughout Project).

### **2.3.3 SITE-SPECIFIC CLEANUP/REUSE PLANS**

Objective: Prepare site-specific ABCAs, RAPs and/or Reuse Plans for up to 4 sites to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The City will conduct cleanup and redevelopment planning as required for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs and/or Reuse Plans. ABCAs/RAPs will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls. Reuse Plans may include a reuse vision, disposition strategy, reuse assessment, infrastructure evaluation, land use assessment, and/or reuse/redevelopment strategies.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial/reuse options for each selected brownfield site and redevelopment. The City and the Consultant will work closely with EPA and Ecology when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the City and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables:

- Site-specific ABCAs and/or RAPs and/or Reuse Plans

- Updated ACRES database

Estimated Submittal/Completion Dates:

- Summer/Fall 2023: First site-specific ABCA/RAP/Reuse Plan complete.

## 2.4 Task 4 – Area-Wide Planning (AWP)

### 2.4.1 AREA-WIDE PLANNING

Objective: The City's Spokane Comprehensive Plan (Amended 2020) identified the Hillyard Business District (HBD) as a key center and corridor, which allows for urban scaled urban scaled mixed-use development. The City hasn't prepared an updated subarea plan for HBD. The City earmarked EPA brownfield funding to meet this need.

Activities: With support from the City and NEPDA, the Consultant will develop an AWP report for the HBD. The AWP activities will include a market study/infrastructure analysis and identify revitalization strategies for the Market Street Corridor.

Lead: The Consultant will lead with assistance from the City, NEPDA and the BAC on planning, public outreach, and deliverable review and distribution.

Milestones & Deliverables: AWP document.

Estimated Submittal/Completion Dates:

- Winter 2022/Spring 2023: Project kick-off meeting.
- Summer 2023: AWP study completed.

## 3 Schedule & Deliverables

The table below summarizes the anticipated deliverable schedule (assuming a project start date of October 1, 2022) and the agency/office each will be submitted to. There will be some pre-award activities (July – September 2022) however, no costs will be incurred under the cooperative agreement during that time.

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2022)	<ul style="list-style-type: none"> <li>▪ Promote and advertise project in the community.</li> <li>▪ Kick-off meeting with Consultant, NEPDA and the EPA.</li> </ul>	X			

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Month 1 - 3 (Oct. – Dec. 2022)	<ul style="list-style-type: none"> <li>Kick-off meeting with Consultant and EPA.</li> <li>Update existing Site Nomination Form and Access Agreement Template.</li> <li>Update existing project fact sheets and website content.</li> <li>Prepare Master QAPP Update.</li> <li>Prepare CIP.</li> </ul>	X	X		
Month 4 (Jan. 2023)	<ul style="list-style-type: none"> <li>BAC and Public Kick-off Meetings (2 BAC and 2 public meetings will be conducted during the first year and an estimated 2 meetings per year during subsequent years).</li> <li>Prepare first QPR - continue preparing quarterly for duration of project.</li> </ul>	X			
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		
Before fieldwork begins	<ul style="list-style-type: none"> <li>Execute Site Access Agreements.</li> <li>Prepare HASP.</li> <li>Prepare SAP (for Phase II ESAs).</li> <li>Prepare Endangered Species Act Section 7 and NHPA Section 106 consultations as appropriate (for Phase II ESAs).</li> </ul>	X	X (SAPs only)		
Ongoing	<ul style="list-style-type: none"> <li>Prepare Phase I &amp; II ESA Reports (including RBM Survey Reports).</li> <li>Prepare AAI Rule Checklist (Form EPA 560-R-11-030)</li> <li>Prepare ABCA/RAP deliverables.</li> <li>Prepare Site Reuse Plan deliverables.</li> </ul>	X	X (ABCAs/ RAPs for sites requiring remedial action)		
Annually	Prepare <b>annual</b> FFR and DBE Utilization Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Before fieldwork begins	<ul style="list-style-type: none"> <li>Execute Site Access Agreements.</li> <li>Prepare HASP.</li> <li>Prepare SAP (for Phase II ESAs).</li> <li>Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs).</li> </ul>	X	X (SAPs)		

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Months 48 – 52	Prepare Final DBE Report & FFR & Final Drawdown.	X		X	X
Months 48 – 52	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

## 4 Budget

### 4.1 Budget Table

The table below provides an overview of the proposed budget by category and task.

Budget Categories	<u>Task 1</u> Project Management, Reporting, & Other Eligible Activities	<u>Task 2</u> Community Engagement & Site Selection	<u>Task 3</u> Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	<u>Task 4</u> Area-Wide Planning (AWP)	Budget Category Total
Personnel	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$16,000.00
Fringe Benefits	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Travel <sup>1</sup>	\$7,800.00	\$0.00	\$0.00	\$0.00	\$7,800.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$18,000.00	\$12,000.00	\$357,000.00	\$80,000.00	\$467,000.00
Other <sup>2</sup>	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
<b>Total Direct Costs</b>	<b>\$33,000.00</b>	<b>\$18,000.00</b>	<b>\$363,000.00</b>	<b>\$86,000.00</b>	<b>\$500,000.00</b>
<b>Total Indirect Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Budget</b>	<b>\$33,000.00</b>	<b>\$18,000.00</b>	<b>\$363,000.00</b>	<b>\$86,000.00</b>	<b>\$500,000.00</b>

<sup>1</sup> Travel for two City staff to attend three brownfields-related conferences/trainings.

<sup>2</sup> Conference registration fees for two City staff to attend three brownfields-related conferences/trainings.

## 4.2 Budget Narrative

Below we provide detailed budget tables by task. The budget assumes an average hourly rate of \$150/hour for the contractual services and an average hourly rate of \$60/hour for City staff (\$40/hour for personnel + \$20/hour for fringe benefits). Project activities performed in whole or in part with EPA cooperative agreement funds will comply with all applicable City of Spokane laws and policies, state laws, [2 CFR Part 200 Unified Grant Guidance \(UGG\)](#) for Federal Awards, and cross-cutting federal requirements.

### TASK 1 – PROJECT MANAGEMENT, REPORTING & OTHER ELIGIBLE ACTIVITIES

Description	Unit Cost	Units	Total
<b>Personnel Labor</b>	\$40/hour	100 hours	<b>\$4,000</b>
<b>Fringe Benefits</b>	\$20/hour	100 hours	<b>\$2,000</b>
<b>Contractual</b>	--	--	--
Project Management & Client Meetings	\$150/hour	45 hours	<b>\$6,750</b>
Compliance Reporting <sup>1</sup>	\$150/hour	75 hours	<b>\$11,250</b>
<b>Travel (Brownfields Conferences/Trainings)</b>	--	--	--
Airfare (\$500 roundtrip x 2 attendees)	\$1,000	3 events	<b>\$3,000</b>
Lodging (\$200/night x 3 nights x 2 attendees)	\$1,200	3 events	<b>\$3,600</b>
Meals (\$200/conference x 2 attendees)	\$400	3 events	<b>\$1,200</b>
<b>Other</b>	--	--	--
Conference Registration Fees (\$200/conference x 2 attendees)	\$400	3 conferences	<b>\$1,200</b>
<b>Total Direct Costs</b>	--	--	<b>\$33,000</b>
<b>Total Indirect Costs</b>	--	--	<b>\$0</b>
<b>Total Budget</b>	--	--	<b>\$33,000</b>

<sup>1</sup> Includes ACRES updates, monthly meeting agendas/notes, quarterly progress reports, annual DBE Utilization reporting, annual FFRs, and Final Performance Report and related materials.

### TASK 2 – COMMUNITY ENGAGEMENT & SITE SELECTION

Description	Unit Cost	Units	Total
<b>Personnel Labor</b>	\$40/hour	100 hours	<b>\$4,000</b>
<b>Fringe Benefits</b>	\$20/hour	100 hours	<b>\$2,000</b>
<b>Contractual</b>	--	--	--
Stakeholder Meetings & Public Outreach Support	\$150/hour	30 hours	<b>\$4,500</b>
Site Prioritization Activities & Eligibility Requests	\$150/hour	50 hours	<b>\$7,500</b>
<b>Total Direct Costs</b>	--	--	<b>\$18,000</b>
<b>Total Indirect Costs</b>	--	--	<b>\$0</b>
<b>Total Budget</b>	--	--	<b>\$18,000</b>



**TASK 3 – PHASE I/II ESAs, RBM SURVEYS, & SITE-SPECIFIC CLEANUP/REUSE PLANS**

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	<b>\$4,000</b>
Fringe Benefits	\$20/hour	100 hours	<b>\$2,000</b>
Contractual	--	--	--
Programmatic QAPP Comprehensive Update <sup>1</sup>	\$6,000/QAPP	1 QAPP	<b>\$6,000</b>
Phase I ESAs (for each Phase I, cost includes preparation of a Health & Safety Plan [HASP])	\$5,000/site	8 sites	<b>\$40,000</b>
Phase II ESAs for each Phase II, cost includes: <ul style="list-style-type: none"> <li>- Preparation of a site-specific Sampling &amp; Analysis Plan (SAP),</li> <li>- Preparation of a HASP</li> <li>- Compliance Review of federal crosscutters, including NHPA Section 106 &amp; Endangered Species Act Section 107</li> </ul>	\$40,000/site	6 sites	<b>\$240,000</b>
RBM Surveys	\$7,750/site	4 sites	<b>\$31,000</b>
Site-Specific ABCAs/RAPs/Reuse Plans	\$10,000/site	4 sites	<b>\$40,000</b>
Total Direct Costs	--	--	<b>\$363,000</b>
Total Indirect Costs	--	--	<b>\$0</b>
Total Budget	--	--	<b>\$363,000</b>

**TASK 4 – AREA WIDE PLANNING (AWP)**

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	<b>\$4,000</b>
Fringe Benefits	\$20/hour	100 hours	<b>\$2,000</b>
Contractual	--	--	--
Hillyard Business District/Market Street Corridor AWP	\$80,000	1 area	<b>\$80,000</b>
Total Direct Costs	--	--	<b>\$86,000</b>
Total Indirect Costs	--	--	<b>\$0</b>
Total Budget	--	--	<b>\$86,000</b>

**Total Direct Costs - \$500,000****Budget Narrative Notes**

**1. Programmatic QAPP** – The QAPP is a very large document that is over 3,000 pages and over two years old so it will need a thorough update for the current Grant. Anytime this document is updated it takes a significant effort to gather the current data from all the analytical laboratories (current SOPs, certificates, etc.), revise the text and tables, and reassemble all the individual pieces. The initial QAPP update likely won't use the entire \$6K budget and will leave enough budget in this task should another update be needed later in the project. Additionally, the environmental contractor will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new DBE labs and drillers to the QAPP which will require significant updates to incorporate new subcontractors in the document.

# **RATE SCHEDULE AND OTHER DIRECT REIMBURSEMENTS**

## **Grant Implementation Services**

Implementation will be performed in accordance with the rates provided in the table below. Services will be billed on a time and materials basis not to exceed the total contractual budget established in the City's EPA-approved Cooperative Agreement Work Plan. To the extent possible, the majority of work will be completed by staff at lower billing levels with oversight from senior staff.

<b>Project Role</b>	<b>Relevant Personnel</b>	<b>Hourly Rate</b>	<b>Project Role/Task Description</b>
Staff Engineer/Scientist I	TBD	\$ 147.00	Support various project tasks
Staff Engineer/Scientist II	TBD	\$ 153.00	Support various project tasks
Brownfield Inventory Specialist	Aaron Wisher	\$ 166.00	Task 3 - Site Inventory/Prioritization
Project Chemist/Staff Engineer	Sarah Von Raesfeld / Roxanne Russell	\$ 172.00	Support various project tasks
Project Manager	Cyrus Gorman	\$ 172.00	Manage/support all task
Database Manager	Iris Little	\$ 181.00	Task 3 - Phase II ESAs
Urban Planning/Design	Ryan Givens	\$ 187.00	Task 4 - Area-wide planning
Senior Technical Reviewer	Leonard Farr Jr.	\$ 207.00	Review technical deliverables
Senior Grant Specialist	Chris Gdak	\$ 237.00	Support various project tasks

*Stantec billing rates are provided for 2022 and are subject to annual increase beginning January 1, 2023. Upon request, Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, subcontractor, analytical laboratory and other similar third-party charges will be charged at cost plus 5% markup.*

### **Other Direct Disbursements**

<b>Disbursement</b>	<b>Rate</b>
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	ActualCost+5%
Travel/PerDiem	ActualCost+5%
Capital Purchases and Expendable Materials	ActualCost+5%
Postage and Shipping	ActualCost+5%
Standard Field Equipment	(See Attached Schedule)

**Standard Field Equipment:**

<b>Standard Field Equipment</b>	<b>Rate</b>
Air Sampling Equipment	\$75/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$20/each
Bailer – Quick E-Bailer System	\$95/day
Bailer – Reusable	\$25/day
Drum – 55 Gallons	\$75/each
Digital Camera	\$30/day
Draeger Sampler (tubes not included)	\$35/day
Field Communication – Two-Way Radio	\$25/day
Field Computer	\$60/day
Field Test Kit – Groundwater	\$60/each
Field Test Kit – Soil	\$60/each
Field Test Kit – SVE	\$60/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$150/day
Field Vehicle – Sampling Truck	\$305/day
Field Vehicle – Truck/Van	\$175/day
Flame Ionization Detector (FID)	\$160/day
Generator	\$80/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$20/pair
Gloves – Colored Nitrile	\$0.30/pair
Gloves – Kevlar Under Glove	\$10/pair
H&S – Level B Safety Equipment	\$205/day
H&S – Level C Safety Equipment	\$105/day
H&S – Level D Safety Equipment	\$65/day
H&S – Traffic Control Equipment	\$75/day
Hand Auger	\$35/day
Low Flow Purge/Sampling System	\$95/day
Meter – Oil/Water Interface	\$65/day
Meter – Anemometer	\$30/day
Meter – CO	\$75/day
Meter – Data Logger	\$155/day
Meter – Dissolved Oxygen	\$75/day
Meter – DO/ORP/Temp/Conductivity	\$110/day
Meter – Dosimeter	\$50/day
Meter – Ferrous Iron	\$10/day
Meter – Flow	\$35/day
Meter – H <sub>2</sub> S Detector	\$90/day
Meter – LEL/O <sub>2</sub>	\$90/day
Meter – Magnehelic (Gauge)	\$40/day

**Standard Field Equipment (continued):**

<b>Standard Field Equipment</b>	<b>Rate</b>
Meter – Magnetometer	\$55/day
Meter – Manometer	\$30/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$50/day
Meter – Multimeter	\$120/day
Meter – O <sub>2</sub> /CO <sub>2</sub>	\$120/day
Meter – ORP	\$30/day
Meter – Other	quote/day
Meter – Ozone	\$30/day
Meter – pH/Temp/Conductivity	\$35/day
Meter – Turbidity	\$80/day
Meter – Dust Monitor	\$130/day
Meter – Velocity	\$30/day
Meter – Water Level Indicator	\$40/day
Photoionization Detector (PID)	\$120/day
Pressure Washer	\$50/day
Pump – Air Sampling	\$50/day
Pump – Centrifugal	\$55/day
Pump – Groundwater Sampling	\$120/day
Pump – Peristaltic	\$55/day
Pump – Trash	\$40/day
Pump – Well Sampling	\$30/day
Pump – Well Sampling/Purge	\$50/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$1/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$11/each
Survey Equipment – Laser Plane Level & Receiver	\$220/day
Transducer	\$35/each
Tedlar Bag	\$20/each

NOTE: Other equipment needs will be priced on a per project basis.


**Stantec Consulting Services Inc.**

3400 188th Street SW, Suite 285  
Lynnwood WA 98037-4772

March 15, 2023

Project/File: Project Team - City of Spokane and the Northeast Spokane Development Authority

**Project Team:**

City of Spokane

Planning and Economic Development

808 West Spokane Falls Boulevard

Spokane, WA 99201

Northeast Public Development Authority

4001 North Cook Street

Spokane, WA 99207

**Reference: Hillyard / Northeast Spokane Subarea Plan – American Rescue Plan Act (ARPA) Funded Components**

Dear Project Team,

Stantec appreciates this opportunity to provide consulting services for a Subarea Plan for the Hillyard / Northeast Spokane areas of the City ("Subarea Plan"). The Subarea Plan aims to plan for community and business recovery and resiliency by engaging local stakeholders, examining existing area conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recover, job growth, community revitalization, and modernize essential infrastructure. The Subarea Plan is strongly connected to the remediation and reuse of perceived and known contaminated sites within the neighborhood. The Subarea Plan will leverage funding from four sources:

- 1) Washington State Department of Ecology (Ecology) Integrated Planning Grant (IPG) awarded to the Northeast Public Development Authority (NEPDA) in 2021;
- 2) United States Environmental Protection Agency (EPA) Brownfield Assessment Grant awarded to the City of Spokane (City) in 2022 (**OPR 2020-0603**);
- 3) American Rescue Plan Act (ARPA) of 2021 funds awarded to the City in 2021; and
- 4) The NEPDA General Operating Fund.

Stantec provided a work plan to the City of Spokane and NEPDA staff dated March 9, 2023 that details the overall tasks and budget to complete a Subarea Plan; whereas Stantec prepared this March 15, 2023 scope of work to specifically identify the tasks/work that will be funded from the City's ARPA funds. *Table 1 Project Fee* at the end of this document provides a summary of each task and the ARPA funding needed.

## PROJECT OVERVIEW

The Subarea Plan Focus Area (the "Focus Area" herein) encompasses the parcels and public rights-of-way within the Hillyard Neighborhood (including its business district), the east Hillyard industrial area (also referred to as "the Yard"), portions of the east and west residential Hillyard Neighborhood and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the south, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north. The Subarea Plan will approach reuse and revitalization planning as a series of six (6) "Character Districts" with the goal to recognize and address the unique land use and infrastructure needs for these geographic areas within the larger Focus Area. (See

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

**Figure 1** for the Focus Area boundaries and the planned Character District designations). The Character District boundaries may be adjusted through the planning process to recognize existing structures, parcel lines, and stakeholder recommendations.

The Subarea Plan will result in a final document comprised of elements related to community context, the community's vision, land use and urban design, housing, transportation and mobility, utilities and drainage, open space and environment, economic development, and an action plan. Technical findings/reports will be provided as an appendix to the final document. This background information may serve as a basis for future study. A notable goal will be to devise a series of revitalizations strategy to address prolonged housing needs, infrastructure deficiencies, improve quality-of-life, increase economic opportunity, and place brownfields and other underutilized properties back in the productive use. This project also aims to address displacement of existing residents/businesses as the Focus Area improves over time.

Stantec will serve as the project prime consultant. Stantec will provide project management, land use planning, urban design, geospatial analysis, and civil engineering services. Subconsultant partners will provide technical analysis for specific components of the Subarea Plan relating to market assessment, mobility planning, and funding strategies. Specifically, Agnew::Beck (A::B) will provide a market analysis and proforma consulting for potential catalyst projects, Fehr & Peers (F&P) will provide transportation and mobility planning services, and Economic & Planning Systems (EPS) will provide financial strategies for the myriad of capital projects that are expected to result from the subarea planning process.

**Project Components** – The Subarea Plan project will include the following key components:

- **Existing Conditions Analysis** – A review of the existing conditions focusing on area character, housing, transportation/mobility networks, utility and drainage facilities, market conditions, and the current zoning/regulatory framework.
- **Past Plans and Technical Studies** – The subarea planning process will review and build upon past planning documents and technical studies. Notably, The Yard Character District was the subject of a Master Plan exercise completed in 2017. That effort identified a series of transportation, utility, and drainage deficiencies with recommendations to improve area conditions. Shortly after, the City/NEPDA completed several infrastructure-related studies for The Yard to further identify potential capital projects. In 2020, Stantec completed a Funding Strategies Plan for The Yard which matched potential state, federal and philanthropic fundings sources to capital projects identified in the 2017 Master Plan. In 2010, the Greater Hillyard North-East Planning Alliance completed a plan focused on the Bemis, Hillyard, and Whitman Neighborhoods; most of the resulting policies focus on area improvements, safety enhancements, business development, educational opportunities, and City coordination. The findings, recommendations, and policies from these past planning efforts will be carried forward into the Subarea Plan process. Additionally, the City is about to embark on a city-wide funding strategies project to identify additional public funding sources that could be sought to finance capital projects across the community; those future findings will also be incorporated into the Subarea Plan project.
- **Community Engagement** – A comprehensive community engagement plan that provides a variety of opportunities for stakeholders to participate in the subarea planning process. The engagement plan will include community surveys, stakeholder group interviews, community workshops, and a project steering committee.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- **Property / Brownfield Inventory** – This task will be funded by the City's 2022 EPA Brownfield Grant.
- **Catalyst Site/Area Planning** – This task will be funded by NEPDA's IPG grant.
- **Urban Framework Plan/Revitalization Strategies** – A diagrammatic plan that illustrates potential land use designations, redevelopment sites, streetscape/mobility projects, and other community amenities. An analysis of the long-range development potential on designated redevelopment sites in terms of land uses and development scale. A list of revitalization strategies focused on mobility, supportive infrastructure, amenities, marketing/branding, and management.
- **Fundings Strategies** – A list of financing sources and structures the City/NEPDA can employ to leverage future investment, grants and local monies to fund capital improvement projects.
- **Subarea Plan Document** – A final planning document that details the planning process, existing conditions analysis, planning ideas, and recommendations for implementation.

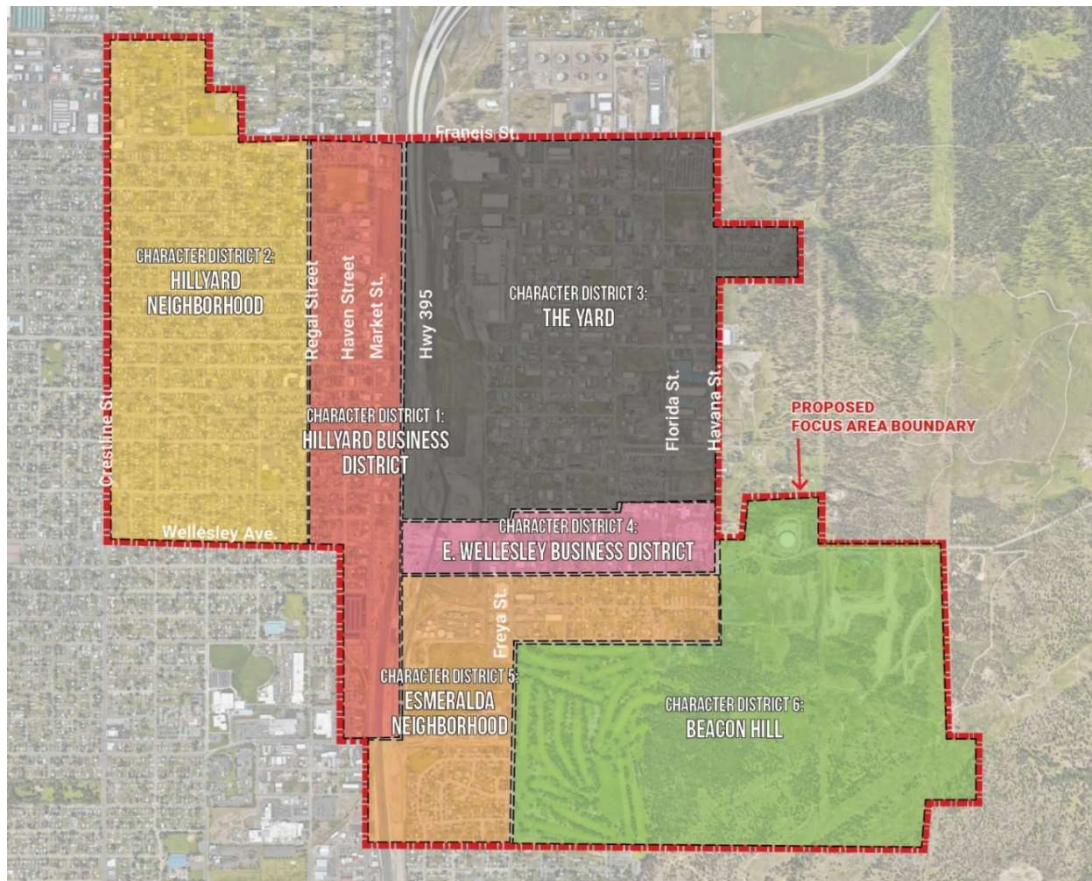


Figure 1 – Hillyard/NE Spokane Subarea Plan Focus Area (depicted in **Red**)

Image Source: Google Earth Pro



Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- **Project Approval / State Environmental Policy Act Checklist Support** – Consultant support for the City/NEPDA to advance the Subarea Plan through the local adoption process.

## Scope of Work

The Consultant Team, comprising Stantec and its subconsultant partners, will complete the following scope of work to result in a Subarea Plan document that the City/NEPDA and community stakeholders can use to guide area revitalization, capital investments, and local decisions. The core Project Team will include representatives from the City of Spokane Planning Department, NEPDA, and the Consultant Team. The tasks/work herein will be paid for through the City's ARPA funds. As noted in the following task descriptions, portions of the Subarea Plan will be funded by an Ecology IPG grant, the City's 2022 EPA Brownfield Grant and NEPDA's general funds. The scope of work for these "other" funding sources was provided to the City in a work plan dated March 9, 2023.

## Task 1: Management and Coordination

Under the City's ARPA funding, Stantec will manage the project tasks, provide monthly invoices, and provide status updates as part of the Subarea Plan process. Stantec will coordinate with the Project Team throughout the duration of the project and attend up to two (2) monthly status/coordination meetings (as appropriate). Stantec will manage the subconsultant partners and associated invoicing. Stantec will also manage the reporting requirements for the associated Ecology IPG and the City's 2022 EPA Brownfield Grant. Upon project commencement, Stantec will facilitate a Microsoft Teams based kick-off meeting with the Project Team to confirm the project scope, deliverables, data collection methodology, schedule, and team roles. Additional time has been allocated for Stantec and its subconsultant partners to participate in four (4) monthly status/coordination meetings and management /coordination activities to be funded by the City's EPA 2022 Brownfield Grant and NEPDA's IPG grant.

### Deliverables

- Kick-off meeting agenda, materials, and summary notes (as applicable);
- Monthly coordination meetings including agenda, materials, and summary notes (as applicable); and
- Monthly invoices specific to activities funded by the City's ARPA funds with documentation detailing the work completed during the invoicing period.

## Task 2: Existing Conditions Analysis

The Consultant Team will assess existing area conditions and review past planning/study efforts to serve as the foundation for planning decisions in the Focus Area. This task will review the current regulatory framework (e.g., zoning and land use allowances), the physical conditions in the Focus Area, past studies/plans, transportation and mobility conditions, utilities, and drainage conditions – the following subtasks detail the work that will be completed under **Task 2** using the City's ARPA funding. Stantec and its consultant partners will complete an existing conditions analysis for properties within the Hillyard Business District and a market analysis for the overall Focus Area pursuant to the March 9, 2023 work plan using funds from the City's 2022 EPA Brownfield Grant and NEPDA's IPG grant.

## Subtask 2.1: Planning Baseline Analysis

Stantec will conduct a planning-level existing conditions analysis of the Focus Area to serve as baseline data for the Subarea Plan; the existing conditions analysis for properties within the Hillyard Business District will be completed with funds from the City's 2022 EPA Brownfield Grant and NEPDA's IPG. This process will explore the physical conditions (e.g., land use patterns, building types/appearance, and amenities), identify and summarize the applicable land use/zoning standards, review and summarize past planning/policy documents (e.g., the 2017 Yard Redevelopment Master Plan – created by Maul Foster Alongi), identify strategic investments (e.g., public capital improvement plans), summarize the demographic characteristics, identify readily available environmental conditions and cultural resources (as a geographic information systems [GIS] exercise), and develop associated maps/exhibits. Stantec's planners will utilize readily available information that may include City plans, maps, and GIS datasets. The planning baseline analysis will include the following components:

- A. **Existing Area Conditions** – Stantec will visit the Focus Area to photograph, experience, and document area conditions relating to land use patterns/business clusters, building types/appearance, amenities, and safety perceptions. This will be a high-level analysis based on our observations. A detailed property and parcel characteristics inventory will be conducted as part of Task 4 and funded by the City's 2022 EPA Brownfield Grant.
- B. **Zoning and Regulatory Summary** – Stantec will review the City's Comprehensive Plan and applicable zoning/development regulations to identify current policies and standards relating to allowable land uses, site design requirements, dimensional standards, density/intensity limits, parking, and landscaping/buffering.
- C. **Plan and Policy Document Summary** – This analysis will specifically focus on the 2017 The Yards Redevelopment Master Plan (and its subsequent infrastructure studies) and the 2010 Greater Hillyard North-East Planning Alliance document. Stantec will issue an information request to the City; staff will be requested to provide a list of plans and policy documents for Stantec to review. Stantec will review related plans and policy documents as applicable to the Focus Area. The review will include a summary of each plan, identify notable recommendations therein, and select key elements that should be carried forward into the subarea planning process.
- D. **Strategic Investments/Priorities** – Stantec will interview both City and NEPDA staff to identify strategic capital investments and other local priorities for the Focus Area. These may include, but not limited to, committed capital projects, planned/approved development projects, and economic development initiatives which should be incorporated and reflected in the Subarea Plan. Stantec will issue an information request to the City; staff will be requested provide a list of projects (and land use descriptions).
- E. **Demographics and Housing Summary** - Stantec will review demographic and housing conditions using the United States Census and Washington Office of Financial Management (OFM) data to help the Project Team identify the area's population forecast, local need, near- and long-term housing/commercial demand, and to recognize the City's local population makeup. Stantec will prepare a "Demographics and Housing Snap-shot" that summarizes the population forecast (as available), household characteristics (size, income, age etc.), and housing supply (tenure, unit type, age, and value).

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- F. **Data Maps:** Stantec will prepare applicable data maps that coincide with the existing conditions findings. This may include, but not be limited to, zoning, land use, community assets, and demographics conditions.

### **Deliverables**

- Information requests related to plans and policy documents, strategic projects, and approved/pending projects in the Focus Area.
- A memorandum and maps that summarize the findings of the Planning Baseline Analysis.

## **Subtask 2.2: Market Analysis**

This task will be funded by the City's 2022 EPA Brownfield Grant.

## **Subtask 2.3: Transportation and Mobility Analysis**

Stantec's transportation analysis subconsultant, F&P will conduct an analysis of existing and planned transportation and mobility-related conditions in the Focus Area. The analysis of existing and planned transportation and mobility-related conditions for the properties and/or rights-of-way in the Hillyard Business District will be funded by the City's 2022 EPA Brownfield Grant and NEPDA's IPG. This analysis will focus on existing streets/rights-of-way, pedestrian/bicycle facilities, transit service, and traffic volumes. Additionally, F&P will review recently completed plans and technical studies related to the Focus Area (namely The Yards Redevelopment Master Plan and associated studies). The following list contains the components that will be completed as part of this subtask with the City's ARPA funds:

- A. **Project Coordination / Methodology Overview** – F&P will participate in monthly coordination meetings (as appropriate) to present/discuss the mobility analysis findings and provide recommendations/guidance on potential planning actions for the Focus Area aimed to support economic development, improve mobility choices, and address infrastructure deficiencies. Prior to starting the mobility analysis, F&P will detail their methodology and data collection processes and present them to the Project Team after the City/NEPDA staff approve the proposed methodology and data collection processes, F&P will commence the transportation and mobility analysis.
- B. **Existing Transportation/Mobility Conditions** – F&P will review and document the existing transportation and mobility-related conditions in the Focus Area; this will serve as baseline data for potential capital projects and land use decisions. F&P will assess the conditions based on readily available GIS datasets, past planning documents, staff interviews, aerial photography, and field observations. Specifically, F&P will document bicycle and multi-use pathways within the Focus Area boundaries, transit service and major regional transit routes, and roadway connections. The roadway conditions assessment will focus on major facilities by documenting the number of travel lanes, sidewalk, trees/landscaping, and street parking. F&P will identify unimproved rights-of-way. This analysis will not include a detailed assessment of the existing fully constructed local streets in the Hillyard Neighborhood and Esmeralda Character Districts (as these roadways are not expected to receive substantial improvements in the near-term). The project team will work with the City's Integrated Capital Management (ICM) staff to identify which unimproved rights-of-way should be prioritized for improvements (and full construction meeting City standards). F&P will document their findings in a technical memorandum and associated maps.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- C. **Traffic Patterns/Counts** – F&P will summarize the current and planned traffic counts (as available) along the major thoroughfares in the Focus Area. F&P will evaluate traffic counts from City and Washington Department of Transportation sources. This task includes the collection of new 24-hour tube counts at up to five (5) locations and afternoon/evening peak hour turning movement counts at up to fifteen (15) intersections inclusive of pedestrians and bikes. F&P will review forecasted traffic volumes based on the new East Wellesley Avenue / US Highway 395 interchange opening in 2023 from existing plans and compare those findings to the new and/or existing counts and provide recommendations on any adjustments that may be required. Notably, this information can be used to inform potential land use designations along major thoroughfares (as increased traffic volumes provide both opportunities and challenges for specific land uses and commercial enterprises). F&P will document their findings in a technical memorandum.
- D. **Past Planning/Study Review** - F&P will review past plans and/or studies to capture previous work completed for the Focus Area. This will include a summary from the transportation related findings associated with the 2017 Yard Redevelopment Master Plan, the City's Comprehensive Plan and other applicable documents as identified by the Project Team. The summary will include a list of committed and planned projects in the Focus Area based on the City's Transportation Improvement Plan and the North Spokane Corridor/ US Hwy 395. F&P will document their findings in a memorandum.
- E. **Traffic Counts** – F&P will document the existing traffic counts in the Focus Area based on City and Washington Department of Transportation (WSDOT) sources. F&P will collect new 24-hour tube counts at up to ten (10) locations and collect new PM peak hour turning movement counts at up to ten (10) intersections; F&P will coordinate with the Project Team, ICM and Public Works staff to select the traffic count locations. F&P will also review forecasted traffic volumes based on the East Wellesley Avenue / US Hwy 395 interchange opening in 2023 from existing plans, compare to new/existing counts and provide recommendations on any adjustments to be made. This information will serve as baseline information for the larger Subarea Plan decisions and recommendations.

### **Deliverables**

- Information requests relating to plans and policy documents, strategic projects, and approved/pending projects in the Focus Area; and
- Development of a memorandum and maps that summarize the transportation and mobility analysis findings.

### **Subtask 2.4: Utilities and Drainage Analysis**

Stantec's civil engineering team will conduct an analysis of existing and planned utility and drainage conditions in the Focus Area. This analysis will focus on the existing potable water and sanitary sewer lines/service and the stormwater/drainage facilities in the Focus Area. The analysis of existing and planned utility and drainage conditions for the properties and/or rights-of-way in the Hillyard Business District will be funded by the City's 2022 EPA Brownfield Grant and NEPDA's IPG. Stantec's engineers will utilize readily available GIS data, review past technical studies, and interview City/provider staff to identify existing conditions. The following lists contains components that will be completed under this subtask.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Project Coordination / Methodology Overview** – Stantec’s engineers will participate in monthly coordination meetings (as appropriate) to present/discuss the utility/drainage analysis findings and provide recommendations/guidance on potential actions/investments for the Focus Area aimed to address infrastructure deficiencies and to serve additional customers/land uses. Prior to starting the utility/drainage analysis, the engineers will detail their methodology and data collection processes and present their findings to the Project Team; after the City/NEPDA staff approve the proposed methodology and data collection processes, Stantec’s engineers will commence the utilities and drainage analysis.
- B. **Past Planning/Study Review** – Stantec will review past utility/drainage-related plans and/or studies to capture previous work completed for the Focus Area. This will include findings and supplemental reports from the 2017 Yard Redevelopment Master Plan, the City’s Comprehensive Plan and other applicable documents as identified by the Project Team. Stantec will also consult with the City’s ICM and Public Works staff to define needed improvements and committed projects in the Focus Area. Stantec will prepare a summary of the findings to include a list of committed and planned projects in the Focus Area based on the City’s capital improvement plan (or local-equivalent) and City staff feedback. Notably, the City and NEPDA explored several drainage options to improve conditions in the Yard Character District, but a specific option has not been selected. Stantec will document its findings in a memorandum.
- C. **Existing/Planned Utility Lines and Drainage Infrastructure** – Stantec will review and document the existing and planned utility service lines and drainage facilities in the Focus Area. In doing so, Stantec will review readily available GIS datasets (e.g., the Map Spokane on-line application) and utility/drainage maps (as provided by the City and utility providers), and conduct interviews with individual service providers. Stantec will document line sizes/locations, major facilities, and known service deficiencies. Stantec will confirm its findings with the City’s ICM and Public Works staff (as appropriate) for accuracy. This will be a planning-level review relying heavily on document review and interviews; this subtask does not include a detailed system capacity analysis. Stantec will document its findings in a memorandum with associated maps/exhibits.
- D. **Service Deficiencies** – Based on the findings from the subtask components described above for **Subtask 2.4**, Stantec will identify known utility service and drainage deficiencies in the Focus Area while confirming its findings with the City’s ICM and Public Works staff. Stantec will also provide initial recommendations to address these service deficiencies. This will serve as baseline data for potential capital projects and land use decisions for the Subarea Plan (under **Tasks 5 and 7**).

### **Deliverables**

- Memorandum and maps that summarize the utility/drainage-related findings and initial recommendations.

## **Task 3: Community Engagement**

Stantec will develop and implement a community engagement plan aimed to involve local stakeholders at key project milestones so that the resulting Subarea Plan reflects local ideas, opinions, and preferences as they relate to land use, urban design, economic opportunity, and capital investments. Stantec will document participant feedback and incorporate themes from the engagement into key elements of the Subarea Plan.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

The following list contains the components that are included in the Community Engagement task; engagement activities for catalyst site planning located within the Hillyard Business District will be funded by NEPDA's IPG.

- A. **Community Engagement Plan** – Stantec will prepare a community engagement plan that details the engagement activities, dates/schedule, topics, venues/methods, and supplemental material. Stantec will present the Engagement Plan as part of the project kick-off meeting (Task 1); Stantec will finalize the Community Engagement Plan based on City/NEPDA staff feedback. For most engagement activities, Stantec will serve as the lead facilitator; for Community Workshops and Planning Commission work sessions, Stantec will be a co-facilitator alongside City/NEPDA staff. For all engagement activities, the City shall be responsible for the meeting invitations, promotion/advertising activities, and securing the venue (as applicable). Stantec will support the City with graphics and narratives for the outreach activities.
- B. **Community Surveys (on-line)** – Stantec will prepare up to two (2) on-line community surveys that will be launched at key project milestones. The first is planned near the on-set of the subarea planning process to identify local need, individual preferences on urban design/services, and local priorities as they relate to revitalization. The second is planned toward the end of the process to obtain community sentiments/support for specific recommendations/capital investments/land use options for the Focus Area. Stantec will create the survey using a readily accessible web-based platform and document the participant responses. The City/NEPDA shall be responsible for promoting the survey and providing a weblink on their agency websites.
- C. **Steering Committee** - Stantec will support the City/NEPDA in forming a project Steering Committee comprising City/NEPDA staff, agency partners, community representatives, residents, area business/property owners, and individuals from the developer/real estate industries. The Steering Committee will provide guidance and feedback at key project milestones (e.g., visioning, concept plan review, and final recommendations). Stantec will facilitate up to four (4) virtual meetings, summarize participant feedback, and provide meeting agendas/exhibits. The City/NEPDA shall be responsible for identifying potential Steering Committee members, distributing the meeting invitations/public notices, and securing the meeting venue (e.g., Zoom, Webex, Microsoft Teams). Stantec will host a fifth engagement meeting focused on the Hillyard Business District which will be funded by NEPDA's IPG.
- D. **Stakeholder Group Interviews** – Stantec will provide a list of its recommended groups for the interviews (e.g., developers, realtors, business owners, community organizations, etc.). The City/NEPDA shall be responsible for identifying and providing to Stantec the finalized list of participants, arranging the meetings, and distributing the invitations/materials. Stantec will conduct up to five (5) stakeholder group interviews to obtain local perspectives and feedback relating to existing conditions/ local perceptions, opportunities/constraints, and desired long-range outcomes for the Focus Area and the Subarea Plan process. This information will be used to craft recommendations relating to Focus Area revitalization, brownfield reuse/redevelopment, and district vitality. Potential participants would include developers, business owners, residents, realtors/ brokers, community organizations, governmental/agency partners, and other advisory groups. Stantec will conduct the stakeholder group interviews virtually using readily available/accessible web-based conferencing platforms (with a call-in option). Stantec will summarize the participant feedback in a memorandum.



Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- E. **Community Workshop** – Stantec, the City, and NEPDA staff will co-facilitate one (1) community workshop for the Focus Area aimed to create an interactive venue for residents and other stakeholders to learn about the subarea planning process and provide their feedback relating to desired enhancements, community need, future district character, and potential revitalization strategies. Stantec will outline the workshop activities, create a presentation, and prepare materials; Stantec will provide at least three staff members to participate at the workshops. Stantec will summarize the participant feedback in a memorandum. The City/NEPDA shall be responsible for securing the venue (including any associated rental fees), assigning staff support (including a co-presenter), and promoting/advertising the event (including printed and digitally-posted materials). Stantec will host a second Community Workshop focused on the Hillyard Business District that will be funded by NEPDA's IPG.
- F. **Plan Commission Work Sessions** – Stantec, City, and NEPDA staff will co-facilitate up to two (2) work sessions with the City Plan Commission aimed to obtain feedback, guidance, and preliminary planning/revitalization ideas for the Focus Area. One work session will be in person and the other will be conducted virtually. The work sessions will occur at key project milestones so that commission feedback can be integrated into the subarea planning process and guide the recommendations. Stantec will prepare questions and associated exhibits to facilitate a discussion; Stantec will provide the material to the City/NEPDA prior to the Commission meetings. Topics may be focused on existing conditions, desired enhancements/land uses, desired district character, and potential strategies for revitalization. The City shall be responsible for scheduling the work sessions and will provide at least one staff member to assist Stantec with facilitation.
- G. **Engagement Summary** – Stantec will prepare an engagement summary that details the engagement events, topics discussed, and participant feedback. Stantec will identify common themes based on the participant feedback.

#### **Deliverables**

- Community Engagement Plan
- Engagement materials (e.g., agendas, presentations, materials)
- Engagement Summary

### **Task 4: Property/Brownfield Inventory**

The Property/Brownfield Inventory will be funded by the City's 2022 EPA Brownfield Grant.

### **Task 5: Urban Framework Plan**

Based on the existing conditions analysis, stakeholder feedback and the property/brownfield inventory findings, Stantec will create an Urban Framework Plan (UFP) that graphically illustrates potential land use designations, streetscape/infrastructure projects, potential redevelopment sites, and community amenities that will support area revitalization and economic vitality. The UFP will serve as the foundation for specific recommendations for the Focus Area and will be refined throughout the planning project as new ideas are explored. UFP task planning components for the Hillyard Business District will be funded by NEPDA's IPG. The UFP task planning utilizing the City's ARPA funds will include the following components:

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Urban Framework Plan** – Stantec will develop a UFP that illustrates individual revitalization planning initiatives for the Focus Area based on stakeholder feedback and recommendations. The UFP will be a diagrammatic map that will guide potential policy amendments, capital investments, and aid in future developer/business recruitment activities. Potential items/projects on the UFP may include streetscape enhancements, new roadway projects, parks/open space, land use designations, redevelopment sites, and other amenities.
- B. **Planning Initiatives List** – Stantec will create a planning initiatives list that describes the individual elements/projects depicted on the UFP. The list will be concise, whereas individual elements/projects will be described in more detail as part of **Task 7**.
- C. **Redevelopment Sites and Estimates** – Stantec will identify sites/properties that are most conducive for near-term redevelopment (within 10 years) based on stakeholder feedback and the findings from the property/brownfield inventory. Notably, the designated redevelopment sites will be vacant and/or underutilized properties that possess more development potential than exists today. Next, Stantec will produce development estimates for each redevelopment site based on probable land uses and intensity/scale assumptions (e.g., floor area ratios and/or density targets). This information will serve as baseline data for the planning of supportive infrastructure, potential regulatory changes, and incentive packages that would support redevelopment. Prior to calculating development estimates, Stantec will work with the City/NEPDA to identify the redevelopment assumptions in terms of land uses and project scale.

#### **Deliverables**

- Urban Framework Plan and Planning Initiatives List
- Property data base (i.e., spreadsheet) and associated maps
- Redevelopment Estimates (spreadsheet and descriptions)

## **Task 6: CATALYST SITE / AREA PLANNING**

Tasks 6.1 and 6.2 for Catalyst Site and Area Planning activities will be funded through the 2022 EPA Brownfield Grant and NEPDA's IPG.

### **Subtask 6.1: Catalyst Site #1 – 3011 East Wellesley Avenue**

### **Subtasks 6.2 & 6.3: - Catalyst Areas #2 and #3**

## **Task 7: Implementation Analysis and Strategies**

Stantec and its subconsultant partners will develop a list of strategies aimed to implement the revitalization ideas obtained through the community engagement plan (Task 3), identified on the Urban Framework Plan (Task 5), and generated from the catalyst site/area conceptual designs (Task 6 – not described in this document). These strategies will also aim to address potential infrastructure and service deficiencies identified through the existing conditions analysis (Task 2). Notably, Stantec and the larger project team will include ICM and Public Works staff in defining which capital improvements move forward in the Subarea Plan. This will include written descriptions and exhibits (as appropriate) for the recommended strategies. The following list contains the components that are included in the Implementation Analysis and Strategies task (planning recommendations for the Hillyard Business District will be funded by NEPDA's IPG):



Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Zoning and Land Use Strategies** – Stantec will recommend potential zoning and land use amendments that may be needed to support the land uses and urban form depicted on the UFP. This may include zoning map refinements, Future Land Use Designation amendments, and text amendments to the City's zoning and development regulations. This will include planning-level recommendations and will not include specific map and text refinements to the City's regulatory/policy documents; moreover, Stantec will provide written descriptions of actions the City should complete in the future. The City may choose to carry forward these recommendations through future amendments to the Comprehensive Plan and zoning regulations (separate from this scope of work).
- B. **Utility Need and Strategies** – Stantec's engineers will identify the utility needs to address current deficiencies and to serve the land uses and development scale depicted on the UFP. Stantec will list near- and long-term capital improvement projects which are warranted to serve the long-range vision for the Focus Area. Notably, Stantec will carry forward recommendations from past planning and special studies in this analysis (e.g., technical analysis for The Yards). As appropriate, Stantec will consider utility upgrade projects in concert with recommended roadway projects (see D below). The utility recommendations will identify the lead entity would conduct the associated capital project(s).
- C. **Drainage Needs and Strategies** – Stantec's engineers will identify the drainage needs to address current deficiencies and to serve the land uses and development scale depicted on the UFP with the emphasis on The Yards area of the larger Focus Area. Notably, Stantec will review and carry forward drainage-retained findings/recommendations from previous studies affecting the Focus Area. Stantec will list near- and long-term capital improvement projects which are warranted to serve the land uses and redevelopment projects envisioned for the Focus Area. For The Yards, the Hillyard Business District, and the planned East Wellesley Business District, Stantec will identify options for regional stormwater management approaches (which would increase development potential on individual properties). Notably, Stantec will carry forward recommendations from past drainage studies in this analysis (e.g., technical analysis for The Yards). The City/NEPDA shall be responsible for selecting their preferred drainage/stormwater management approach for the Focus Area (or the individual Character Districts therein). The drainage recommendations will identify the lead entity would conduct the associated capital project(s).
- D. **Transportation/Mobility Needs and Strategies** – F&P will identify the transportation/mobility needs to address known system deficiencies and to serve the land uses/development scale as depicted on the UFP. This analysis will place special emphasis on The Yard and the East Wellesley Business District as many of the existing rights-of-way are unimproved. F&P will list near- and long-term mobility-related capital improvement projects which are warranted to serve land uses and redevelopment projects envisioned for the Focus Area along with planning-level opinions of probable costs for construction. F&P will work with Stantec, the City, and NEPDA to identify to desired cross section assumptions for each mobility project (e.g., number of travel lanes and streetscape components). The transportation/mobility-related recommendations will identify the lead entity would conduct the associated capital project(s). These recommendations will include modeling and analysis as described below:

**Modeling and Analysis** – This subtask will include some modeling and analysis based on the recommended land uses and catalyst redevelopment projects identified part of Tasks 5 and 6. F&P

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

will utilize the Spokane Regional Transportation Council (SRTC) regional travel demand model to develop growth forecasts for PM peak hour volumes at the study intersections assuming 20-year horizon alternatives. This growth scenario analysis will use the SRTC model to evaluate traffic response to the land use changes depicted on the UFP (from Task 5) – this analysis assumes one scenario (not multiple). F&P will conduct a traffic analysis on East Francis Avenue and East Wellesley Avenue. The traffic data will be used to evaluate levels of service at up to ten (10) intersections. This will include building a PM Peak Hour Synchro traffic operations analysis.

- E. **Amenities/Open Space Needs and Strategies** – Stantec will identify future amenities and public open space elements that are planned across the Focus Area. For each project, Stantec will list the location and site components.
- F. **Marketing, Branding, and Management Needs and Strategies** – Stantec will develop a list of strategies/actions to support marketing, branding, and management needs for The Yard and the planned East Wellesley Business District. Note, some of this information will be generated from the findings and recommendations developed as part of Task 8.
- G. **Action Plan Matrix** - Stantec will create an Action Plan Matrix that lists each strategy action, the lead entity (e.g., the City, NEPDA, community organizations, government partners, etc.), and timing/sequencing – the matrix could serve as a template for the City/NEPDA's future work plans and guide project implementation.

### **Deliverables**

- Technical memorandums and exhibits for zoning/land use, utilities, drainage, transportation/mobility, amenities/open space, and management. (note: this information will be incorporated into the final Subarea Plan document as detailed in Task 9).
- Action Plan Matrix.

## **Task 8: Funding Strategies**

Stantec's public financing subconsultant, EPS will develop a series of potential fundings strategies aimed to best leverage local and other sources to fund the myriad of capital improvement projects and management systems that will be identified through the subarea planning process. Based on the findings/ recommendations, the City/NEPDA can select their preferred funding structure for the Focus Area.

Stantec and subconsultant EPS will complete a Funding Strategies analysis for the overall Focus Area utilizing funding from the City's ARPA funds and NEPDA's IPG. The following subtasks will be completed utilizing the City's ARPA funds:

- I. **Tax Revenue Forecasts** - EPS will integrate the market and financial research and construct a bond model that can be used to test assumptions, conduct sensitivity analyses, and generate bond proceed estimates. A key variable that will be integrated into the analysis is the geographic delineation of the industrial area redevelopment as well as the business district redevelopment. Absorption and tax revenue forecasts will be provided for both, enabling the Project Team to select the appropriate combination of geographies for consideration. Specific tasks include:

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- Construct a financial model to estimate aggregate sales tax and property tax revenues through 2040;
  - Incorporate sensitivities for buildout and geography, recognizing that the priority is for the industrial areas, with a recognition that the business district may have a role. Other sensitivities include variability for timing and valuation;
  - Isolate the increment available for development within The Yard, and project funding through 2040; and
  - Consult with a third parking consultant resource (e.g., DA Davidson) for current public financing model factor and forecast bond proceeds. EPS assumes that the City/NEPDA will introduce DA Davidson staff.
- II. **Workshop to discuss Catalytic Public Investments** - In a support role to Stantec, EPS will help facilitate a workshop to integrate disciplines and incorporate findings from staff and all consulting team members. The goal is to ensure each perspective is represented in the recommendations as the public financing potentials are solidified. Specific tasks include:
- Convene Project Team in a virtual workshop to review development opportunities.
  - Define the portions of The Yard that are most likely to attract capital in the initial phases of redevelopment/development.
  - Integrate market findings and infrastructure analysis to identify phases for public improvements and place making elements.
  - Delineate an initial phase within the larger plan and refine financial projections with greater specificity for this phase.
- III. **Reconciliation of Sources and Uses** - As a final step in the technical work, EPS will integrate all elements of research and develop a financial model that reconciles the sources and uses of funds. The sources of funds will be based on the refined absorption and valuation estimates while the uses will be based on the most recent information available from other team members. It is recognized that the uses will cover much of the anticipated cost, but that additional elements will be engineered at a later date. Thus, the financial model will include a surplus of funds to cover those costs. The final iteration of the model can be used by the City and NEPDA to implement capital improvement projects in the Focus Area. Stantec will provide a list of future infrastructure improvements and corresponding costs to EPS for this analysis.

### **Deliverables**

- Public funding analysis notes and summaries.
- The Funding Strategies Report/Summary will follow the March 9, 2023 work plan.

## **Task 9: Subarea Plan Document**

Stantec will create a final Subarea Plan document for the Focus Area that describes the process, findings, and recommendations. The document will include specific goals and policies for land-use, environmental protection, funding strategies and transportation and recommended strategies to implement the components described in the Subarea Plan (e.g., land use modifications, capital investments, additional studies). The document will be structured as a series of “elements” focused on community context,

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

community vision, land use, housing, transportation/mobility, utilities/drainage, open space/amenities, and economic development. Technical findings/reports will be attached as appendices.

Stantec will integrate the previously described tasks into a single user-friendly document. Stantec will provide up to two rounds of revisions based on City/NEPDA staff comments. Stantec will provide a final document in PDF electronic format. Stantec will work with the City/NEPDA to define the document branding, and general layout prior to commencement (e.g., fonts, colors, and layout character).

The planning, analysis, and recommendations for the Hillyard Business District will be performed according to the March 9, 2023 work plan and funded through NEPDA's IPG. Under this scope of work, Stantec will integrate the planning analysis and recommendations for the Hillyard Business District into the Subarea Plan Document for the overall Focus Area.

### **Deliverables**

- One Subarea Plan document in PDF format; and
- Appendices (with technical reports that will be developed under preceding tasks).

## **Task 10: Project Adoption and SEPA Checklist Support**

Stantec will provide assistance to the City/NEPDA through the project adoption process. In this arrangement, Stantec assumes that the City/NEPDA will play the lead role in creating a formal application to City Council for adoption and preparing a State Environmental Policy Act (SEPA) non-project checklist (consistent with Washington Growth Management Act and state law). Stantec will assist the City/NEPDA pursuant to the following.

- A. **Adoption** – Stantec will provide the Subarea Plan document and supplemental reports/memorandums that were developed through the project duration. Stantec will provide a written summary of the project, engagement activities, and key plan components so that staff can incorporate into their report to Council/Plan Commission. Stantec will assist with one (1) presentation (e.g., PowerPoint file) that will be used in the adoption hearings. Stantec will participate in up to three (3) hearings (e.g., Plan Commission and City Council) to assist City/NEPDA staff.
- B. **SEPA Non-Project Checklist** – Stantec will provide to the City/NEPDA technical reports/memorandums and exhibits that will assist with staff's responses to the SEPA checklist questions; these will include findings that were generated through the subarea planning process and not include new datasets or technical studies. Stantec will provide one (1) round of review of the draft SEPA non-project checklist after City staff compile the document; Stantec will identify potential edits to make the checklist factual and reflective of the project analysis.

### **Deliverables**

- Memorandum summarizing the process and findings.
- PowerPoint presentation (up to 6 slides).

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- Memorandum of technical information in support of the SEPA Non-Project Checklist (based on staff information request to Stantec) *Note, this task will be limited to information obtained through the preceding tasks and will not include additional/new analysis.*

## Project Fee

The estimated cost to complete the proposed scope of work is summarized below in Table 1 (labor will be billed on a time and materials basis not to exceed the budget allocations for each task).

<b>Table 1 – Project Fee</b>	<b>ARPA Budget</b>
<b>Tasks and Descriptions</b>	
Task 1: Project Management & Coordination	\$12,642.91
Task 2: Existing Conditions Analysis	\$147,172.81
Task 3: Community Engagement	\$22,531.70
Task 5: Urban Framework Plan	\$13,465.35
Task 7: Implementation Analysis and Strategies	\$73,192.63
Task 8: Funding Strategy	\$25,911.40
Task 9: Subarea Plan Document	\$20,108.93
Task 10: Project Adoption and SEPA Checklist Support	\$15,766.18
<b>Total</b>	<b>\$330,791.91</b>

1.) The budget fees includes Stantec and subconsultant labor costs plus associated expenses.

2.) Subconsultant fees are based on lump sum estimates with a 5% markup consistent with Stantec's existing contract with the City (ORP 2020-0603).

Stantec anticipates the Subarea Plan project can be completed within approximately seven months from the City's notice to proceed. Stantec will prepare a timeline of key milestones upon receiving notice to proceed and present this timeline at the project kick-off meeting. We are excited to partner with the City/NEPDA and the Spokane area community to explore revitalization opportunities for the neighborhoods and help put underutilized brownfields back into productive use.

Regards,

**STANTEC CONSULTING SERVICES INC.**



**Cyrus Gorman** LG  
Senior Associate  
Phone: (425) 599-9302



**Ryan Givens** AICP  
Principal Planner / Urban Designer  
Phone: (425) 289-7333

**Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components**

cyrus.gorman@stantec.com

ryan.givens@stantec.com

If \_\_\_\_\_ agrees with this proposal, \_\_\_\_\_  
 Client Name Client Name  
 shall authorize Stantec to perform the work by signing and returning a copy of the attached Professional  
 Services Agreement.

**ARP/CSLFRF CFDA 21.027 FUNDING**

American Rescue Plan (ARP)  
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)  
Funding Authority: U.S. Department of Treasury  
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.  
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,  
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,  
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).  
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),  
Ethics in Public Services (RCW 42.52),  
Covenant Against Contingent Fees (48 CFR Section 52.203-5),  
Public Records Act (RCW 42.56),  
Prevailing Wages on Public Works (RCW 39.12),  
State Environmental Policy Act (RCW 43.21C),  
Shoreline Management Act of 1971 (RCW 90.58),  
State Building Code (RCW 19.27),  
Energy Policy and Conservation Act (PL 94-163, as amended),  
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:



Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).



Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

## **CERTIFICATION**

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Signature, Administrator, or Applicant Agency

---

Date

---

print name and title



**City of Spokane**

**CONTRACT AMENDMENT**

**Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants**

This Contract Amendment is made and entered into by and between the **City Of Spokane** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide the City with grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to, the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition; and*

*WHEREAS, Consultant previously completed the grant application services phase of the project in accordance with the original Contract; and*

*WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G) ) and;*

*WHEREAS, the Consultant agrees to comply with the attached General Terms and Conditions;*

*WHEREAS, with the addition of ARPA funds Consultant can add additional work, thus the original Contract needs to be formally amended by this written document; and*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on June 30, 2023 and shall run through December 30, 2026.

### 3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following work accordance with the March 15, 2023 Scope of Work:

The additional ARPA funding provides for expanded sub-area planning work for Northeast Hillyard area and the Northeast Public Development Authority. This expanded work will benefit the neighborhood residents by planning for economic recovery and resiliency in a severely economically disadvantaged census tracts and neighborhood.

### 4. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THIRTY THOUSAND SEVEN HUNDRED NINETY-ONE AND 91/100 DOLLARS (\$330,791.91)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**STANTEC CONSULTING SERVICES, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachment:**

Consultant's March 15, 2023 Scope of Work  
Attachment - ARP/CSLFRF CFDA 21.027  
Attachment – General Terms and Conditions

**ATTACHMENT A- ARP/CSLFRF CFDA 21.027 FUNDING**

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29

CFR Part 5);

- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extend consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5);
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

#### **CERTIFICATION**

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\_\_\_\_\_  
Signature, Administrator, or Applicant Agency  
Date

\_\_\_\_\_  
print name and title

## 4.6

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### 4.6 - CAMTEK – Camera / Equipment Installation Labor Master Contract - Sponsor: CM Stratton

*Long, Kelly*

This is the second of two, one-year renewals for this labor master contract. Renewal for an additional year of the city-wide CAMTEK master contract for labor necessary to install and maintain cameras, card swipes, door hardware, security access, etc. This contract is utilized by a wide variety of departments for a variety of locations.

| For Information

#### **Attachments**

[Briefing Paper - CAMTEK - LABOR - MASTER CONTRACT RENEWAL 2023.docx](#)



## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	CAMTEK – Camera / Equipment Installation Labor Master Contract
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	This is the second of two, one-year renewals for this labor master contract. Renewal for an additional year of the city-wide CAMTEK master contract for labor necessary to install and maintain cameras, card swipes, door hardware, security access, etc. This contract is utilized by a wide variety of departments for a variety of locations.
<b>Proposed Council Action</b>	Approval of contract renewal
<b>Fiscal Impact</b> Total Cost: <b>\$350,000</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Varied Departments  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) NA	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  <p style="text-align: center;">NA – This contract pays for labor related to the installation and maintenance of a variety of City security and access systems.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  <p style="text-align: center;">NA – This contract pays for labor related to the installation and maintenance of a variety of City security and access systems.</p>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA – This contract pays for labor related to the installation and maintenance of a variety of City security and access systems.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA – This contract pays for labor related to the installation and maintenance of a variety of City security and access systems.

## 4.7

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### 4.7 - Infor CAD Software Renewal with Additional Licenses

***Childs, Brandon***

Renewal of the annual Fire CAD maintenance contract with Infor EnRoute. This renewal adds four additional CAD Mobile licenses for use at SFD. Sponsored by CMs Cathcart and Kinnear.

| For Information

#### **Attachments**

[Briefing Paper - 2023 Infor CAD Annual Maintenance.docx](#)

## Committee Agenda Sheet

### Public Safety & Community Health

<b>Submitting Department</b>	Fire
<b>Contact Name &amp; Phone</b>	Brandon Childs x7071
<b>Contact Email</b>	<a href="mailto:bchilds@spokanecity.org">bchilds@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Cathcart and CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Infor CAD Software Renewal with Additional Licenses
<b>Summary (Background)</b>	<p>Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding four additional CAD Mobile licenses this year for use at SFD. The cost of these additional mobile licenses will be paid for by SFD.</p> <p>Contract period is for May 1, 2023 through April 30, 2024. Annual cost will be approximately \$92,931.34 (including tax) plus \$4,400.43 for the four additional CAD mobile licenses for a total cost of \$97,331.77. This contract renewal is for one year. A five year sole source resolution was established under RES 2021-0032.</p> <p>System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The agreement is codified through an IT Services agreement between Spokane Fire Department and SREC.</p>
<b>Proposed Council Action &amp; Date:</b>	
<b>Fiscal Impact:</b> Total Cost: <u>\$97,331.77</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fire/EMS with reimbursement from SREC  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Dispatch operation would be unable to dispatch help to any and ALL communities in the City of Spokane and Spokane County if the agreement is not renewed.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Performance measures are monitored and feedback from user agencies are collected regularly to ensure the software is performing to the expected standard.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The renewal of this agreement ensures continuity of a safe and reliable fire dispatch operation for the City of Spokane and it's public safety partners.

## 4.8

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### 4.8 - YHDP Planning Grant

*Cerecedes, Jennifer*

Requesting permission to disburse 134, 879 to Better Health Together for management of our HUD Planning Grant. CM Zappone to Sponsor

| For Information

#### **Attachments**

[YHDP PLANNING GRANT II Full Contract.pdf](#)

[Briefing Paper YHDP Planning Grant II 4.10.23.docx](#)

## AGREEMENT BETWEEN

CITY OF SPOKANE ("CITY") AND BETTER HEALTH TOGETHER ("GRANTEE")  
IN CONJUNCTION WITH BETTER HEALTH TOGETHER

1. Grantee BETTER HEALTH TOGETHER 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201		2. Contract Amount 134,879.00		3. Tax ID 90-0997482	
				4. UEI# 78866232	
5. Grantee's Program Representative MELISSA MORRISON, PROGRAM MANAGER 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509-321-7500 <a href="mailto:MELISSA@BETTERHEALTHTOGETHER.ORG">MELISSA@BETTERHEALTHTOGETHER.ORG</a>			6. City's Program Representative RICHARD OLSON 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 509.625.6579 <a href="mailto:ROLSON@SPOKANECITY.ORG">ROLSON@SPOKANECITY.ORG</a>		
7. Grantee's Contract Representative ALISON POULSEN 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509.499.0482 <a href="mailto:ALISON@BETTERHEALTHTOGETHER.ORG">ALISON@BETTERHEALTHTOGETHER.ORG</a>			8. City's Contract Representative JENN CERCEDES 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 509.625.6055 <a href="mailto:JCERCEDES@SPOKANECITY.ORG">JCERCEDES@SPOKANECITY.ORG</a>		
9. Grantee's Financial Representative KIM HEATH 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509-321-7500 <a href="mailto:KIMH@BETTERHEALTHTOGETHER.ORG">KIMH@BETTERHEALTHTOGETHER.ORG</a>			10. City of Spokane Internal Items YHDP PLANNING GRANT II Vendor ID 045939		
11. Grantor Award # WA0528Y0T021900		12. Start Date 2/1/2023		13. End Date 12/31/2023	
14. Federal Funds Yes		CFDA # WA0528Y0T021900	Federal Agency HUD	Program Title Youth Homeless Demonstration Project	
15. Total Federal Award 134,879	16. Federal Award Date 9/22/2022		17. Research & Development? NO		18. Indirect Cost Rate 10%
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)



**CITY OF SPOKANE**

**CONTRACT**

**Title: YHDP PLANNING GRANT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **BETTER HEALTH TOGETHER**, whose address is 157 S HOWARD AVE, SPOKANE, WA 99201 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

*WHEREAS, the GRANTEE was selected through RFP 1/23/22 for this contract;*

The parties agree as follows:

1. SCOPE OF SERVICE. The GRANTEE shall provide services in accordance with the proposal dated 1/23/2022. .
2. CONTRACT TERM/PERIOD OF PERFORMANCE. The Contract shall begin 2/1/2023 and shall run through 12/31/23, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. BUDGET. The City shall reimburse the GRANTEE a maximum amount not to exceed **ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED SEVENTY NINE AND 0/100 (\$134,879.00)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B- SCOPE OF SERVICES. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT B- SCOPE OF SERVICES. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. PAYMENT PROCEDURES. Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment E. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted



on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D- REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on

hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the GRANTEE for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. INDEMNIFICATION. The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the

Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98. ATTACHMENT A.

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

19. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status.
- b. Records documenting reasonable belief of imminent threat of harm.
- c. Records documenting annual income.
- d. Program participant records, housing standards and services provided.
- e. Conflict of interest and confidentiality requirements.
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years or as determined by ATTACHMENT D- PROGRAM REGULATIONS. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances,

and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org), within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org), within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.



21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the city will comply with the Public Records Act and release the records.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

**GRANTEE**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Debarment and Suspension

Attachment B – Scope of Services

Attachment D – Program Regulations

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

  1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

## **Attachment B: Scope of Service**

### **A. ACTIVITIES**

The planning coordinator will lead, in conjunction with city staff, the community efforts in the initial phase of implementation, including providing support and technical assistance, monitoring and evaluating project performance, and promote the success of the YHDP initiative through a continuous quality improvement framework. These funds will be used to sustain the Youth Action Board (YAB) activities which include and continue to facilitate the creation of space for authentic youth voice in all YHDP and system-level activities. Funds will be used for compensating youth who participate in the ongoing review and monitoring the Coordinated Community Plan, implementation of new projects, and continuous quality improvements. Funds will also ensure that young people have access to required technology to participate in virtual meetings or transportation costs if meeting in person. In accordance with 24 CFR Part 578, YHDP planning funds will enable the Collaborative Applicant to equitably pay young people for:

1. 578.7(c)(1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families; and
2. 578.7(c)(3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area.

YHDP Planning fund will be used to continue to develop ongoing collaboration with other mainstream housing and service providers.

Using YHDP Planning funds to compensate youth for their participation in YHDP and the Youth Action Board will ensure that youth with lived expertise are a critical partner in this work as we proceed from the start up phase into the implementation phase.

### **B. PERFORMANCE MONITORING**

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

C. Budget

Category	Amount
Coordination Activities	\$ 134,879.00
<b>Total</b>	<b>\$ 134,879.00</b>

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

D. Matching Contributions (If Applicable)

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match		33,720.00	
In-Kind Match			
Total Match Commitment		33,720.00	

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of the Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local, and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as a match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfil part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contribution to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in Attachment E Billing Sheet in accordance with the Match Reporting procedures outlined in [Section No. 9 Administrative Requirements] Project Income Report for projects with project income.

## **Attachment D: Regulations**

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

24 CFR part 578, 24 CFR part 200

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Jenn Cerecedes
<b>Contact Email &amp; Phone</b>	<a href="mailto:jcerecedes@spokanecity.org">jcerecedes@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	YHDP Planning Grant II
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The Youth Homeless Demonstration Project Planning Grant I ended January 31 <sup>st</sup> , 2023. We have funds to continue the planning support through December 31 <sup>st</sup> , 2023. The grant will support 1 staff person at Better Health Together who will support the Youth Advisory Board, and ensure that the Coordinated community plan is being adhered to. The total amount for this grant is 134,879.
<b>Proposed Council Action</b>	Please allow us to disburse these funds
<b>Fiscal Impact</b> Total Cost: <u>134,879</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: YHDP Planning Grant, HUD  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: requires match to be provided by BHT	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? This will serve homeless youth	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? As a planning grant no data is collected. The YHDP projects will enter program data in CMIS	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS for project level data	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Meets the Consolidated Plan requirements and the 5 year strategy to end homelessness.	





## 4.9

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### 4.9 - Access Easement - American Tower- Sponsor: CM Stratton

***Steele, David***

The Facilities Department has negotiated a new access agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. This agreement takes advantage of the existing driveway alignment to facilitate American Towers needs and provide a simple access easement to the existing tower.

| For Information

#### **Attachments**

[URBAN EXPERIENCE Briefing Paper - New Easment Access for Company Access to~.docx](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	New Utility Access / Utility Easement Agreement American Tower
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	The Facilities Department has negotiated a new access agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. This agreement takes advantage of the existing driveway alignment to facilitate American Towers needs and provide a simple access easement to the existing tower.
<b>Proposed Council Action</b>	Approval of Easement
<b>Fiscal Impact</b> Total Cost: <u>\$NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) NA	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  <div style="text-align: center;">NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities</div>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  <div style="text-align: center;">NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities</div>	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities

## 4.10

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### 4.10 - Site Lease Agreement - DISH Network - Sponsor: CM Stratton

***Steele, David***

In partnership with the Water Department, the Facilities Department has a new Site Lease Agreement with the Dish Network for the water tower located at 3220 South Lamonte Street. This location will provide additional customer service capabilities for the Dish Network and falls under the existing master lease agreement.

| For Information

#### **Attachments**

[URBAN EXPERIENCE Briefing Paper - New Site Lease Agreement DISH Network.docx](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	New Cellular Antenna Installation – Existing Water Tower
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	In partnership with the Water Department, the Facilities Department has a new Site Lease Agreement with the Dish Network for the water tower located at 3220 South Lamonte Street. This location will provide additional customer service capabilities for the Dish Network and falls under the existing master lease agreement.
<b>Proposed Council Action</b>	Approval of New Site Lease Agreement
<b>Fiscal Impact</b> Total Revenue: <u>\$38,400 annually</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  <div style="text-align: center;">NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.</div>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  <div style="text-align: center;">NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.</div>	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA – The lease expands the existing Dish Network Cell capabilities, but does not provide any significant new opportunities.

## 4.11

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### 4.11 - TransBlue - Contract Amendment for Intermodal Facility - Snow & Ice Removal

***Long, Kelly***

The Facilities Department, contracted for landscape maintenance and snowplowing / de-icing at the Intermodal Facility at a cost of \$54,500 (with a not to exceed of \$50,000). With the heavier than usual winter season, there are additional snow and de-ice charges of \$37,000 that are captured under this addendum. CM Stratton sponsor.

| For Information

#### **Attachments**

[Briefing Paper - TransBlue Intermodal Contract Amendment - 2023.docx](#)



## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	TransBlue – Contract Amendment for Intermodal Facility - Snow & Ice Removal
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	The Facilities Department, contracted for landscape maintenance and snowplowing / de-icing at the Intermodal Facility at a cost of \$54,500 (with a not to exceed of \$50,000). With the heavier than usual winter season, there are additional snow and de-ice charges of \$37,000 that are captured under this addendum.
<b>Proposed Council Action</b>	Approval of Contract Amendment
<b>Fiscal Impact</b> Total Cost: <b>\$91,500</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Varied Departments  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) NA	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?  <p style="text-align: center;">This contract pays for snow &amp; ice removal at the Intermodal Facility, this allows for predictable, safe, and secure bus and train transit. These services are predominately used by moderate to low-income clients.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  <p style="text-align: center;">This contract pays for snow &amp; ice removal at the Intermodal Facility, this allows for predictable, safe, and secure bus and train transit. No data is collected on transit riders.</p>	

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Effectiveness is measured in reduced trip and fall claims, and reduced incidents related to weather.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This contract pays for snow & ice removal at the Intermodal Facility, this allows for predictable, safe, and secure bus and train transit. These services are predominately used by moderate to low-income clients.

## 4.12

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### 4.12 - 5100 - Fleet Purchase of CAT Equipment

***Prince, Thea,  
Giddings, Richard***

Council Sponsor: CM Stratton

The Street Department would like to purchase a CAT 420XE Backhoe and a CAT 926M Loader from Western States CAT, Spokane WA using Sourcewell Contract #032119-CAT.

These pieces of equipment will replace units that have reached the end of their economic life.

| For Information

#### **Attachments**

[Western States Equipment - CAT Backhoe and Loader - Street.docx](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Fleet – Approval to purchase a Caterpillar Backhoe & Loader
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department would like to purchase a CAT 420XE Backhoe and a CAT 926M Loader from Western States CAT, Spokane WA using Sourcewell Contract #032119-CAT.</p> <p>These pieces of equipment will replace units that have reached the end of their economic life.</p>
<b>Proposed Council Action</b>	Approval
<b>Fiscal Impact</b> Total Cost: <u>\$400,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Fleet Replacement Funds  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) Net savings due to lower cost of substituted vehicles	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data to compare lifecycle costs and fuel efficiency.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital Improvement Plan.	

## 4.13

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### 4.13 - Ninth Part 12D

***Finger, Jeanne,  
McIntosh, Seth***

Council Sponsor: CM Stratton; CM Zappone; Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project

| For Information

#### **Attachments**

[9thP12D Briefing Paper 2023.pdf](#)

[23-054a GeoEngineers Consultant Contract Geo 03-24-23.docx](#)

[5820-23 Notice of Intent to Award RFQu.docx](#)

[GeoEngineers\\_BV\\_RFQ 5820-23\\_2.13.2023.pdf](#)

[Upriver 9th Part 12 Phase I Scope.pdf](#)

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Water
<b>Contact Name</b>	Seth McIntosh
<b>Contact Email &amp; Phone</b>	smcintosh@spokanecity.org
<b>Council Sponsor(s)</b>	CM Stratton; CM Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Ninth Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	As a Federal Energy Regulatory Commission (FERC) licensee, the City of Spokane requires engineering services by an Independent Consultant (IC) to perform its decennial Comprehensive Assessment (CA) of the Upriver Dam Hydroelectric Project, as prescribed in the Code of Federal Regulations (CFR) title 18, Part 12, Subpart D. The IC will also conduct the quinquennial audit of the Owner's Dam Safety Program, per FERC requirements, and new engineering analyses to address outstanding issues from the 8 <sup>th</sup> Part 12D inspection and report.
<b>Proposed Council Action</b>	Will file for Council's 4/24 agenda for a vote
<b>Fiscal Impact</b> Total Cost: <u>\$108,600 + 9% tax = \$118,374</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 2023: 4100 42460 34148 54201 15716;  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Not applicable. The project is a study that meets regulatory requirements and involves no change to the City's current hydroelectric or water supply operations.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable. There is no effect of the project outside City property, procedures, and personnel.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Costs will be tracked and compared to previous Part 12Ds; CA report comments from the FERC will be received and addressed	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with and is included in the City's contractual services budget .	



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: PART 12D COMPREHENSIVE  
ASSESSMENT AND REPORT FOR UPRIVER  
DAM HYDROELECTRIC PROJECT – PHASE I**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide the Part 12d Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase I, and*

*WHEREAS, the Consultant was selected from a RFQu 5820-23 issued by the City.*

*NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on the date this contract is fully executed by both parties, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by mutual agreement of the parties.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon execution of this contract. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's March 29, 2023 Proposed Scope and Fee Estimate which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$108,600.00)**, excluding tax, if applicable, payable as a "Time and Materials" contract pursuant to the Schedule of Charges in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is



incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

#### **11. INSURANCE.**

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice (10 days for non-payment of

premium) from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement for General Liability and Automobile Liability coverages, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

## **16. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

## **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**GEOENGINEERS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments to this Contract:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – March 29, 2023 Statement of Qualifications

23-054



## EXHIBIT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

## EXHIBIT B



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400

**CITY OF SPOKANE**  
**NOTICE OF INTENT TO AWARD**

**Date here**

Attn: Respondents to Request for Qualifications #5820-23 - Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project

Thank you for your recent Proposal response to the Request for Qualifications identified above. The City of Spokane received five Proposal responses to this request. After evaluation of Proposals, an award recommendation to GeoEngineers/Black & Veatch has been made.

The Department requesting Proposals will be entering into contract negotiations with the above referenced Company. The resulting contract and award recommendation will be forwarded to the City Council for approval. If you would like to be notified of the exact City Council meeting date, or if you have questions related to this award recommendation, please contact Jeanne Finger at [jfinger@spokanecity.org](mailto:jfinger@spokanecity.org).

The City of Spokane recognizes your effort in submitting a Proposal in order to compete for this contract. Thank you for taking the time to respond to our Request for Qualifications and we encourage you to participate in future solicitations.

Respectfully,

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



## Statement of Qualifications

**City of Spokane**

Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project

RFQ #5820-23

February 13, 2023

523 East Second Avenue  
Spokane, Washington 99202

Telephone: 509.363.3125  
[www.geoengineers.com](http://www.geoengineers.com)

Contact: Lyle Stone, PE, GE  
[lstone@geoengineers.com](mailto:lstone@geoengineers.com)

Principal: Lindsay Flangas, PE  
[lflangas@geoengineers.com](mailto:lflangas@geoengineers.com)



## Table of Contents

Introduction to Team .....	3
Technical Proposal .....	5
Management Proposal .....	52
References .....	57

GeoEngineers specializes in crafting unique environmental, ecological and geotechnical solutions for the water and natural resource, energy, transportation, federal, and development sectors. For more information, visit GeoEngineers on the web at [www.geoengineers.com](http://www.geoengineers.com).

February 13, 2023

City of Spokane

808 West Spokane Falls Boulevard

Spokane, Washington 99201

Attention: City of Spokane Selection Committee Members

**Subject: Statement of Qualifications for Part 12D Comprehensive Assessment and Report for  
Upriver Dam Hydroelectric Project**

The City of Spokane is committed to fostering and safeguarding the well-being of more than 200,000 residents, through maintaining the integrity of infrastructure, preserving the natural environment, and community planning – among many other endeavors. Since 1991, GeoEngineers' Spokane office has worked in collaboration with the City to promote balance between the natural and built environments and we are excited for the opportunity to continue offering expertise that benefits our community as we address the Part 12D Comprehensive Assessment (CA) and Report for Upriver Dam Hydroelectric project.

**GeoEngineers**, in partnership with **Black & Veatch**, offers the City of Spokane an integrated team that balances a combination of **local and regional experience** with **leading experience in the dams and hydropower industry**. GeoEngineers has worked on more than 260 projects directly for the City of Spokane, and more than 2,000 projects within the City. **The City of Spokane has been, and continues to be, a priority client for GeoEngineers**. Through our ongoing and past projects, our team members have developed a strong relationship with City of Spokane staff, an established understanding of expectations and procedures, and a knowledge and appreciation of your projects. Black & Veatch's history of performing dam safety inspection work includes more than 100 FERC Part 12D Inspections and Potential Failure Mode Analyses (PFMAs). Together, GeoEngineers and Black & Veatch are equipped to provide a combination of local insight, exceptional technical expertise, and the resources to meet overarching project demands. We offer the City of Spokane the following distinguishing attributes:

- **Experience providing Part 12D Comprehensive Assessments under Federal Energy Regulatory Commission's (FERC) new regulations.** While the specific requirements of the FERC CA are new for the Part 12D process, Black & Veatch has recent experience in performing not only Part 12D inspections under the previous regulations, but in Level 2 Risk Assessments (L2RAs) and event tree development during risk analyses. Most recently, our team's proposed Independent Consultant (IC), Jeff Bair, served as co-IC for California Department of Water Resources (CA DWR) on the South State Water Project, which included participation in the L2RA workshop for Pyramid Dam. Additionally, Black & Veatch's team was recently selected to perform the 2023 CA of Ozark Beach Dam. Our proposed Facilitator, Bill McCormick, has extensive experience in performing risk assessments, including leading Colorado's Dam Safety Team in the development of Risk Informed Decision Making (RIDM) tools based on national and international best practices. Our project team will draw directly on this experience to inform our technical and management approach and bring an understanding of the challenges and objectives associated with the Part 12D CA and Report for Upriver Dam.
- **Familiarity with Upriver Dam.** GeoEngineers provided extensive dam safety services from 2008 to 2010 including the 6th Part 12D safety inspection and geotechnical engineering services for evaluation of the stability and safety of the Upriver Dam. In 2018, GeoEngineers became involved in the project again when we provided an audit of the owner's dam safety program (ODSP), supported preparation of the project's 2018 Dam Safety Surveillance and Monitoring Report (DSSMR), and presentation of project-tailored dam safety training modules as recommended by the ODSP audit. This level of familiarity means we understand much of the project history and how the City works, yet still bring a fresh set of eyes to the CA. The IC (Gordon Denby) who led the 6th Part 12 D inspection and 2018 ODSP audit has since retired. Lindsay Flangas, who will be our Principal-in-Charge, was involved in the 2010 internal erosion evaluation and supported the ODSP audit. Our team is structured such that we will not be reviewing our own work as part of the 9th Part 12 D inspection or the ODSP audit, in accordance with the FERC requirements for the independence of this work.



- **Commitment to the big picture.** GeoEngineers has been providing engineering services to local cities, counties, state, and public agencies across Washington, including the City of Spokane, for more than 40 years. We understand that managing costs and project efficiency are vital to the City and the regional community. We know projects like the Upriver Dam Hydroelectric Project must balance competing interests and impacts to various stakeholders. As we support you on this project, we are committed to working alongside you to achieve the overarching goals while being aware of the various demands of a city that must be managed every day.

As requested in the RFQ, we have provided the following key information about GeoEngineers and Black & Veatch:

### **GeoEngineers**

- **Firm Name:** GeoEngineers, Inc.
- **Principal Place of Firm (HQ):** Redmond, Washington
- **Telephone Number:** 253.722.2443
- **Point of Contact:** Lyle Stone, PE, GE
- **Legal Status of the Firm:** Corporation
- **Local Address:** 523 E 2nd Avenue, Spokane, Washington 99202
- GeoEngineers is not aware of any current or former employees from participating Agencies employed on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- **Termination for Default in the last five years:** GeoEngineers, together with its subsidiaries, constitutes a mid-sized engineering firm implementing diverse projects within and outside of the United States. Like similarly-sized firms, at any given point in time, it may be involved with claims and litigation; however, GeoEngineers maintains a comprehensive insurance program to protect against claims arising out of its work. To GeoEngineers' knowledge, no pending claim or litigation will have material impact on its ability to execute this project.

### **Black & Veatch**

- **Firm Name:** Black & Veatch
- **Principal Place of Firm (HQ):** 11401 Lamar Avenue, Overland Park, Kansas, 66211
- **Telephone Number:** 913.458.9870
- **Point of Contact:** Megan Puncke, CEG, PG
- **Legal Status of the Firm:** Corporation
- Black & Veatch is not aware of any current or former employees from participating Agencies employed on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- **Termination for Default in the last five years:** Black & Veatch, together with its affiliates constitutes a large, international engineering and construction firm. Like similarly sized firms, at any given point in time, we may be involved with claims and litigation; however, Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

GeoEngineers and Black & Veatch meet all minimum qualifications identified in the RFQ. Our team will comply with all terms and conditions set forth in the RFQ.

Throughout this submittal, we will highlight why our team is the best choice to **anticipate** the complexity of project needs, **advocate** for you with all stakeholders, and **appreciate** the exceptional work that the project proponents contribute. As the Principal-in-Charge of this project and Chief Operations Officer at GeoEngineers, I have the authorization to legally bind the firm to a contractual relationship. Please reach out if you have any questions. We appreciate your consideration!

Sincerely,



Lindsay Flangas, PE, Principal Geotechnical Engineer and Chief Operations Officer

**GeoEngineers, Inc.**

425.861.6058 | lflangas@geoengineers.com



## Introduction to our Team

For this contract, our team includes two core firms who specialize in dam safety, geotechnical engineering, seismic engineering, structural engineering, hydraulics and hydrology, and instrumentation – all necessary to develop efficient, achievable solutions for this project. GeoEngineers and Black & Veatch are actively working together for CA DWR's 2023/2024 Director's Safety Review Board and FERC Part 12 Dam Safety Inspections contract. This ongoing collaboration providing dam safety services will enable a partnership focused on project collaboration and high-quality work.

What sets us apart is our people—we conduct our work as if we are just down the hall and expect lasting friendships to develop through the experience.

## GEOENGINEERS – PROVEN CITY OF SPOKANE ADVISOR: A CONSULTANT YOU KNOW AND TRUST

GeoEngineers has a 30-year history of successfully providing consulting services to the City of Spokane. We have provided geotechnical engineering, geologic, hydrogeologic, and environmental services on more than 260 projects for the City. We have supported you from planning through design and permitting, into construction and post-construction maintenance and monitoring on a variety of projects. With a full-service office in Spokane of approximately 25 professionals—backed by hundreds of additional qualified staff in the firm's six offices across Washington—we have the technical resources and capacity to provide you a deep bench of technical expertise available locally.

Since 1986, GeoEngineers has provided dam safety, geotechnical engineering, and environmental services on more than 90 dam and levee projects. Our portfolio of experience spans the entire spectrum of dam types and locations from large hydroelectric dams to smaller irrigation push-up dams. GeoEngineers has completed multiple Federal dam safety inspections and related geotechnical investigations and seismic hazards analyses. Our experience is rooted in the practical application of highly technical knowledge. We understand real project constraints and develop solutions that keep our clients' end goals within target. In addition to geotechnical and geologic expertise, we also understand the permitting, regulatory, fisheries, hydrological, ecological, and fluvial concerns our clients face when rehabilitating older structures. Through decades of work, we also lean on our strong understanding and relationships with funding and oversight entities like the FERC and Federal Emergency Management Agency (FEMA).

GeoEngineers has coordinated with FERC on several hydroelectric projects while consulting for project owners. At the City of Centralia's Yelm Hydroelectric Project, GeoEngineers has been the IC for two Part 12 inspections and has provided dam safety engineering consulting services to the owner for various tasks more than 20 years. GeoEngineers staff attend meetings typically several times a year with FERC (Portland and DC offices) and the owner to discuss analyses and proposed approaches, comments and responses, and regular and emergency inspections. In the past two years, we have supported the owner of the project through design of three major construction projects (canal geomembrane lining, outboard slope repair, and shotcrete lining repair) on the hydroelectric canal. GeoEngineers prepared construction plans and specifications, design calculations, and quality control inspection plans (QCIP) for FERC review and received construction authorization for each of the projects. GeoEngineers staff have worked in the field and office with the owner and FERC during design and construction to confirm adherence to the plans, specifications, QCIP and general intent of the designs. In 2021 and 2022, at



the Seattle City Light's Lucky Peak Dam, GeoEngineers developed plans, specifications, and QCIP for a rock slope mitigation project. The plans were authorized for construction by FERC and GeoEngineers staff observed construction, documented testing, and prepared field reports in accordance with the QCIP. As described in our cover letter, GeoEngineers also worked in coordination with FERC for Upriver Dam. **Our prior experience at Upriver Dam and proven experience collaborating with the City highlights our enthusiasm and commitment to continuing to help you achieve your project goals.**

## BLACK & VEATCH – NATIONAL HYDROPOWER CONSULTANT

Worldwide and locally, Black & Veatch is a leading engineering, consulting, and construction company specializing in infrastructure development in energy, water (including hydropower and hydraulic structures), telecommunications, management consulting, and federal and environmental markets. Black & Veatch's history of performing dam inspection work spans more than 30 years and 200 assignments including more than 100 FERC Part 12 Dam Safety Inspections. **Black & Veatch has been involved in one of the highest profile Part 12D inspections in the United States, including the powerhouse components of the Oroville and Thermalito Complex of dams and fully understand what is expected by FERC so that our clients will be in full compliance and gain the maximum value from the Part 12D process.** Black & Veatch's independent consultants and support team have considerable experience working with FERC staff, including at the FERC Headquarters in Washington, D.C. This expertise ensures that our team will exceed your expectations.

Black & Veatch provides a full complement of engineering, design, and construction services related to high-hazard dams and hydraulic structures, including regulatory inspections, preliminary studies and conceptual designs; hydraulic modeling and dam stability evaluations; detailed design; permitting; bidding services; procurement; construction administration; construction inspection; operations optimization; asset management; vulnerability and risk assessment; environmental services; and security design and consulting. Black & Veatch's interdisciplinary team is capable of covering the full range of services that may be required throughout the duration of this contract.



# Technical Proposal

## APPROACH AND METHODOLOGY

### *One Goal. Two Firms. Three Teams.*



#### One Goal

As members of the Spokane engineering community for 30 years, GeoEngineers understands and shares the City's goal of providing a beautiful, livable community for its citizens. Safe, reliable, and sustainable operation of the Upriver Dam Hydroelectric facility is just one way the City works to achieve this goal.



#### Two Firms

GeoEngineers supports the City and the Spokane community by bringing the best people to all our projects. For the Upriver Dam Hydroelectric Project, we are partnering with Black & Veatch—the best people for Part 12D inspections.

GeoEngineers has provided unparalleled service and geologic and geotechnical expertise to the City of Spokane for decades. We have also been a trusted consultant to other local agencies. For example, we are currently part of the owner's rep team for Avista's Post Falls North Channel Rehabilitation project. To match this unparalleled level of local expertise, GeoEngineers is excited to partner with Black & Veatch, national leaders in FERC Part 12D inspections. With more than 100 FERC Part 12D Inspections and PFMA's, Black & Veatch is one of the few firms in the nation whose experience with FERC can match our local experience and provide the level of service the City has come to expect from a GeoEngineers team. **Together, we provide unique insight and experience into both what FERC needs to have done, and the way that Spokane wants it done.**



#### Three Teams

The key to a successful Part 12D CA is independent review. GeoEngineers and Black & Veatch have the resources to staff three independent teams that will operate on parallel, but necessarily separate, tracks. The first team will focus on responding to comments in the FERC letter and analyses prior to the CA inspection. This technical team will remain independent from the IC team—the second team organized for the project. This separate team allows for a truly independent review during the completion of the CA including the PFMA and L2RA. The third team, the ODSP Audit team, will be led by Black & Veatch. This will provide the required independence as GeoEngineers completed the previous ODSP audit.



## SCOPE OF SERVICES

The City has organized the scope into three contract phases. We believe this is well-justified given the nature of the scope items and timeline. The scope of each phase will be informed by the preceding phase. Phase I, at this point can be planned with relative certainty. The following discusses our understanding of Phase I. Phases II and III are discussed in more general terms.

### *Phase I – Preparation and Proposal Phase*

Phase I is preparation for Phase II. Each of our teams (Pre-Inspection Analysis, IC, and ODSP Audit) will prepare proposals for FERC review. The IC team will review the project records and develop a plan for the inspection. This is an opportunity for the IC team to identify additional analysis for the Pre-Inspection Analysis Team to complete prior to the CA. The IC team will submit a Part 12 D Inspection Plan (PIP) including the resumes and qualifications of the IC team and Pre-Inspection Analysis team to the City for submittal to FERC.

The ODSP Audit team will prepare a proposal for submittal to FERC detailing the plan for the ODSP audit and the resumes and qualifications of the ODSP Audit team.

The Pre-Inspection Analysis team will support the City in preparing a comment response letter to the January 9, 2023 letter from FERC. A draft of that comment response letter is included on the next page in order to present our approach comment-by-comment. The Pre-Inspection Analysis team will also request a meeting with the City and FERC within 30 days of submitting the comment response letter to reach a consensus on the Pre-Inspection Analysis approach prior to embarking of those studies.

A summary of the pre-inspection analyses as we understand it now is as follows:

- Evaluate the 2020 seismic hazard analysis and determine the need for reevaluation of the seismic hazard. If a new seismic hazard analysis is required, that should be completed as early in the schedule as possible to allow for FERC review and acceptance.
- The seismic stability of the project structures (e.g., spillway dam, fuse plug, powerhouse, and MSE wall) and the liquefaction analyses rely on the seismic hazard as an input. If a new seismic hazard analysis must be performed, FERC's review may not be completed prior to the CA in time to perform these antecedent analyses. We will discuss with FERC and the City an approach that balances providing needed information to the IC team, FERC's review schedule, and an efficient use of budget to perform these analyses, which may need to be revisited after the seismic hazard is reviewed.
- Static stability analysis of Bays 7 & 8 to account for the proposed modifications as part of the Spillway Rehabilitation Project.
- Evaluate the available information for a scour analysis and foundation erodibility evaluation. If more information is required, evaluate the feasibility of collecting that information prior to the CA.
- Prior to the CA, update Chapters 3, 5, 6, 7, and 8 of the project Supporting Technical Information Document (STID) where existing information is available or can be readily obtained from the City. Where additional analysis is required, those analyses will be submitted to FERC for review prior to inclusion in the STID, either as part of the Comprehensive Assessment Report (CAR) or under separate cover. Additional detail regarding our proposed approach to the pre-inspection analyses and STID updates is provided in the comment-by-comment responses on the following pages.





## FERC Letter Comment-by-Comment Draft Responses

The following summarizes our approach to addressing the FERC comments in their letter dated January 9, 2023. The FERC comment is provided and then a proposed response is discussed.

Comments as presented  
in FERC's letter dated  
1.9.2023

1. *The IC for the Eighth Part 12D Inspection did not provide a summary assessment of Section 5 of the STID and whether the section would be considered complete once his recommendations have been adequately addressed. The IC should have provided a summary of the regional and local geologic conditions as they relate to project safety and monitoring. As the Category I PFM (PFM N-5) relates to foundation erosion below the spillway and erosion has been identified below the spillway, and since it appears that a scour analysis has not been completed for the project, the IC should have provided his assessment on whether a scour analysis should be conducted to evaluate the potential for this PFM to occur. The IC Team for the Ninth Part 12D Inspection must ensure they perform adequate review and evaluation of this information, and you should consider performing a scour analysis in advance of that inspection. We have reviewed the STID and have the following comments, several of which may require updates to the STID and Digital Project Archive in advance of the CA to ensure that the IC Team has the information necessary to perform their review.*

As discussed in the team organization section on page 14, we propose that the Pre-Inspection Analysis team work to fill in the gaps and address FERC comments as practical prior to the CA. The Pre-Inspection Analysis team will review Section 5 of the STID and provide a summary of the regional and local geologic conditions as they relate to safety and monitoring. Based on the findings, the Pre-Inspection Analysis team may perform the scour analysis for the foundation soils underlying the spillway based on the available subsurface information, provided there is sufficient information for that analysis. If there is not sufficient data, the Pre-Inspection Analysis team could recommend additional explorations, which may not be able to be completed prior to the CA. If the explorations cannot be completed in time for the CA, the IC team will estimate levels of uncertainty and risk that can be included in the CA on an interim basis.

Our Pre-Inspection Analysis team is independent from the IC team so that the IC team will be able to provide an unbiased and independent review of the scour analysis. Additionally, the IC team will provide an assessment of Section 5 in accordance with FERC's Chapter 15 STID guidelines.

2. *Our February 14, 2022 letter identified the need to develop additional Potential Failure Modes (PFMs) addressing premature activation of the fuse plug due to spillway gate failure caused specifically by either binding/failure of a gate arm member due to excessive displacement, and spillway gate failure caused by trunnion failure for both normal and hydrologic conditions. The Potential Failure Modes Analysis (PFMA) session performed during the CA should consider such candidate PFMs.*

The IC team will ensure that the PFMA and L2RA sessions include consideration of these PFMs and the findings and evaluations will be documented in those reports.

3. *Section 3 of the STID should be updated to include the 2016 spillway rehabilitation work and 2019 spillway hoist rope replacement work.*

The Pre-Inspection Analysis team will coordinate with the City to collect the project information on the 2016 spillway rehabilitation work and 2019 spillway hoist rope replacement work and use this information to update Section 3 (Construction History) of the STID prior to the CA.

4. *The Probable Maximum Flood (PMF) for the project has not been determined. Avista is currently performing a PMF study for the Spokane River Project (FERC No. 2545), which includes the Post Falls Development upstream of Upriver Dam. We recommend that the City request a copy of the PMF study from Avista once it is completed so that the City may adopt the most current PMF study of the river basin. Once the PMF has been determined, the City should update Section 6 of the STID and determine the analyses necessary to evaluate the performance of project features during flood loading. Section 6 of the STID should also be updated to include the reservoir levels during the December 1933 and January 1974 rain events.*

The Pre-Inspection Analysis team will update Section 6 (Hydraulics and Hydrology) prior to the CA to include the referenced December 1933 and January 1974 rain events. If the Spokane River Project PMF is available prior to the CA, it will be included in the Pre-Inspection Analysis team's update of Section 6 of the STID. Additional analyses to evaluate the performance of project features during flood loading may be recommended by the IC team. We have reached out to Avista in regards to the completion of their PMF study. The PMF study is currently under FERC review. Avista anticipates that it will be approved this spring or early summer.

5. *Section 7 of the STID should be updated to include a discussion of how spurious or unusual readings are addressed and the timing for that process.*

The Pre-Inspection Analysis team will update Section 7 (Dam Safety Surveillance and Monitoring Plan) prior to the CA to include a discussion on operations procedures for unusual reservoir level instrumentation readings based on discussions with the City. Additionally, the ODSP Audit team will include questions on this topic as part of their interview process.

6. *Section 8 of the STID states that the results of the Hatch 2016-4 report indicate that Bays 7 & 8 of the spillway structure has a calculated Factor of Safety (FOS) of 1.34, which does not meet the minimum required FOS against sliding under normal conditions. The STID further states that the previous analysis (INCA, 2010) identified a FOS for Bays 7 & 8 greater than 1.5 but did not state what the FOS was. Section 8 of the STID also states that the 2020 seismic hazard evaluation included in the 2020 HDR Addendum identified a PGA of 0.21g; however, the 2020 HDR Addendum states that the identified PGA for the site is 0.27g. As a result of recent and/or pending updates and modifications, Section 8 of the STID will likely require updates following new analyses that address the following items:*

- a. *A new stability analysis should account for the modifications to the spillway drains scheduled as part of the Spillway Rehabilitation work, the PMF currently being determined by Avista, and the updated PGA.*
- b. *The spillway piers should be reevaluated using the updated PGA and PMF values when available.*
- c. *The stability analysis of both powerhouses should be updated using the updated PGA and PMF values when available, and the analyses referenced in Section 8.4.2 of the STID should be provided for our review.*

The Pre-Inspection Analysis team will complete a new static stability analysis of Bays 7 & 8 to account for the planned modifications of the Spillway Rehabilitation Project prior to the CA. Other bays may be considered for new analysis, as necessary. Prior to performing the analysis, the Pre-Inspection Analysis team will meet with FERC to discuss an approach to address these recommended analyses that rely on the seismic hazard analysis, which has not yet been accepted by FERC. It may be reasonable to update the stability analysis based on the 2020 HDR addendum in the interim. Updates to the stability analysis based on the updated Post Falls PMF, will be completed prior to the CA if the PMF is available from Avista in time.

7. *Section 8 of the STID should be updated to include the results of the 2020 Hatch Engineering Report that was included as an Appendix to the 2020 Dam Safety Surveillance and Monitoring Report (DSSMR).*

The Pre-Inspection Analysis team will update Section 8 (Stability Analysis) to include the results of the 2020 Hatch Engineering Report prior to the CA.



We have the following comments regarding the Addendum to the Eighth Part 12D Report. Please note that the IC Team for the Ninth Part 12D Inspection will be expected to review the analyses in the 2020 Addendum as part of their detailed review of prior reports, and the comments below should be taken into consideration. At this time, we are neither accepting nor rejecting the 2020 Addendum due to the issue identified with the Seismic Hazard Analysis.

8. The memo documenting the methodology used to determine the Peak Ground Acceleration (PGA) is overly abbreviated, does not demonstrate that a site-specific seismic hazard analysis was performed, and is not acceptable. The memo cites the web-based USGS (United States Geological Survey) seismic deaggregation tool and appears to use its results to justify a background seismicity source ( $M_w = 6.14$  and  $R = 26\text{km}$ ) as the controlling event. The memo mentions the 2001-2002 “Spokane Swarm” earthquakes and the potential existence of the Spokane Fault, citing Wicks (2012), but does not address the fact that the USGS tool has not yet included the Spokane Fault since quaternary activity has not been confirmed. However, the southernmost portion of this inferred fault is as close as 5 km from Upriver Dam, is presumed to have produced the Spokane Swarm, and must be properly considered. Either provide an updated memo that thoroughly documents the work performed, including consideration of the Spokane Fault, or provide a new seismic hazard analysis.

Based on FERC comments, the 2020 HDR Addendum did not demonstrate that a site-specific hazard at Upriver Dam was performed. Had analysis been performed, it would have included the Spokane fault located close to the dam site, in the seismic source characterization model. This is an important input into the seismic hazard model and the down-stream results. In order to address the FERC comments and assess the potential seismic ground motion hazard of the Spokane fault to the dam, the following technical approach is proposed. We suggest that the Pre-Inspection Analysis team meet with FERC to discuss this approach.

1. Review the 2020 seismic hazard analysis in 2020 HDR addendum and verify if a site-specific hazard assessment was performed or not.
2. Perform the source characterization of the Spokane fault by:
  - Compile and assess if historical seismicity for the Spokane area that pre- and post-date the swarm seismicity could potentially be aligned with the interpreted fault trace.
  - Compile and interpret publicly available LiDAR-based imagery (2015 to present) and aeromagnetic data for the interpreted lineament to delineate the lineament and assess if there is geomorphic evidence of surface deformation along it.
  - Develop a range of fault parameters that reflect the available published data and the uncertainty to be inputs for a probabilistic and deterministic assessment of the seismic hazard of the fault to the dam.
3. Compute the probabilistic and deterministic Spokane fault hazard and compare to the overall hazard obtained by the HDR PSHA for the dam site and assess whether it is greater than or would significantly increase the hazard if incorporated into the prior source model.
4. If we confirm that a site-specific seismic hazard assessment was not performed, we will perform our own and compare our results to HDR results.

We will provide the results from the last two items as a basis for FERC to accept or reject HDR’s seismic hazard analysis and provide FERC an alternative if they reject HDR’s. We anticipate that the Spokane fault will be an important source of seismic hazard when evaluating the controlling scenario based on its proximity to the Upriver Dam; however, it would be considered a low-activity fault in which 84th percentile ground-motion level may not be warranted per Chapter 13 of the FERC Guidelines.

Ultimately, we will leverage our previous FERC experience on the Skagit Dams owned by Seattle City Light, respectively, where our seismic hazard assessment of the dams was reviewed and accepted by FERC without comments to get the Upriver Dam seismic hazard assessment accepted by FERC.

9. *The seismic displacement analysis, liquefaction analysis, and cantilever wall analysis should be reconsidered after the seismic hazard is updated.*

Based on our experience, it is unlikely that a new seismic hazard will be accepted by FERC prior to the CA. As such, these analyses might not be completed prior to the CA. Depending on the timeline, the Pre-Inspection Analysis team will meet with the City to determine if we want to move forward with the analyses with the seismic hazard assessment not yet accepted by FERC, or wait until values are accepted before moving forward.

10. *The addendum states that the stability of the forebay MSE wall is sensitive to the sheet pile tip elevation and that “additional information regarding the existing configuration of the sheet piles could warrant re-evaluation of the analysis conclusions” – determine whether the tip elevation considered is appropriate and, if not, revise the analysis accordingly.*

The IC team will review the available information regarding the forebay sheet piles and provide recommendations.

11. *The fuse plug liquefaction analysis relies on SPT data collected from a single boring in 1986. You should consider whether this is sufficient to characterize the fuse plug foundation material.*

The IC team will review the available information regarding the fuse plug foundation material and provide recommendations.

## **Phase II – Execution of Analyses, CA, and ODSP**

### **Pre-Inspection Analysis**

The Pre-Inspection Analysis team will execute the analyses as discussed with the City and FERC based on the results of the results of the Phase I scoping and preparation. Our understanding of these analyses is discussed in our scope of services for Phase I above. We expect that these analyses will consist of seismic, stability, hydraulics/hydrology, liquefaction analyses to provide the IC team with information to support the CA. The IC team in their project review may suggest additional analyses to be completed prior to the inspection.

### **Comprehensive Assessment and Part 12D Process**

Pursuant to 18 CFR Part 12, Subpart D of the Code of Federal Regulations, owners of hydroelectric projects are subject to jurisdiction of the FERC are required to retain an Independent Consultant at five-year intervals to inspect the project works and evaluate and identify any actual or potential deficiencies that might endanger public safety. The scope of the field inspection, contents of the inspection report, and the implementation of corrective measures recommended by the Independent Consultant are covered in Part 12, Subpart D of the Commission’s regulations. The required FERC inspection is typically referred to as a Part 12D Inspection.

The City’s Upriver Dam and its critical appurtenant structures within FERC Project P-3074 will be inspected and evaluated in accordance with the above regulatory requirements. In 2022, FERC updated Chapter 16 – Part 12D of their Engineering Guidelines for the Evaluation of Hydropower Projects which provides guidance and requirements on Part 1D Inspections and the Part 12D Reports, including distinctions between Periodic Inspections (PI) and CAs. We understand that the City’s upcoming Ninth Part 12 Inspection for Upriver Dam will be a CA, per FERC’s letter dated July 5, 2022. As such, the project will include a Part 12D inspection (Revised Chapter 16), an updated PFMA (Revised Chapter 17) and a Level 2 Risk Assessment (Revised Chapter 18). The scope of the CA includes development of a Comprehensive Assessment Report (CAR) detailing the findings of each portion of the assessment and containing engineering recommendations to reduce the identified risks posed by this high hazard dam.

The key objectives and timelines of the CA process as detailed in the July 5, 2022 letter from FERC are shown in the table below and are also included in our project schedule.

**TABLE 1. FERC DIRECTED MILESTONES**

MILESTONE	TIMING
Initial Coordination Call (the City and FERC)	Within approximately 30 days of the date of this letter (dated July 5, 2022)
Submit the Part 12D Inspection Plan to the FERC	180 days in advance of the first IC Team activity (field inspection or PFMA/L2RA)
Second Coordination Call (the City, IC Team, and FERC)	Within approximately 6 weeks after approval or conditional approval of the IC Team
Submit the CA-PIPR to FERC	At least 30 days before the first IC Team activity (field inspection or PFMA/L2RA)
Field inspection, PFMA, and L2RA (the City, IC Team, and FERC)	Dates as scheduled in the Part 12D Inspection Plan
Submit the CAR to FERC	January 31, 2025
CA Review Meeting	Within 60 days after the CAR is submitted
Submit the plan and schedule to address the IC Team's recommendations	Within 60 days after the CAR is submitted

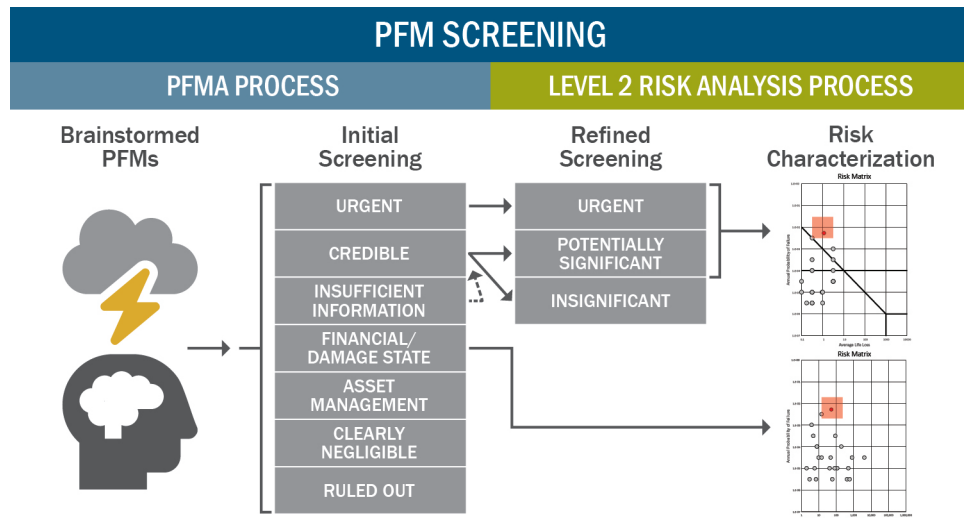
Based on these requirements, the following steps will be completed by the IC team:

- Thoroughly review all past documentation for the project including design history, construction history, and performance history. The review will highlight information related to previous PFMA's and previously identified risk-driving PFMA's.
- Prepare a Part 12D Inspection Plan (PIP), including an IC Team Proposal for submittal to FERC. This is where we will submit our assembled team for their approval. The extensive experience and independence of the selected IC, Co-ICs, workshop facilitator, subject matter experts, and supporting staff exceed the FERC requirements for each role.
- Prepare for a Second Coordination Call between the City, our Team, and FERC. We find that early communication with FERC and our clients helps ensure that there is consensus on the approach and goals of the inspection.
- Prepare and submit a CA Pre-Inspection Preparation Report (CA-PIPR) to the City for submittal to FERC.
- Inspect the dam and associated facilities to evaluate current operations as compared to current standards and best practices for dam safety.
- Analysis of results of any instrumentation readings, settlement, and/or alignment surveys.
- Develop probabilistic loading estimates for hydrologic and seismic loads for use in the risk analysis. This will be based on the work of the Pre-Inspection Analysis team.
- Develop consequence estimates (life loss and others) for use in the risk analysis.





- Conduct a PFMA workshop with all participants (the City, our Team, and the FERC). Our facilitation team (Facilitator, Co-facilitator, and Note-taker) will create an environment for the IC team, subject matter experts, and City staff to effectively brainstorm candidate PFMs, develop PFM descriptions, identify adverse and favorable factors for each PFM, initial screening of the PFMs, and provide disposition of all PFMs evaluated as shown in the PFM screening figure below.

**FIGURE 1. PFM SCREENING**

- Document the PFMA workshop for use in the subsequent risk analysis, including clear documentation of why PFMs were identified as “ruled-out” or “clearly negligible.”
- Continue the screening process to refine the PFMs for consideration in the Risk Analysis workshop. “Urgent,” “potentially significant,” “financial/damage state,” and “insufficient information” PFMs will be carried into the Level 2 Risk Analysis process. PFMs identified as “insignificant,” and not carried forward, will be clearly documented.
- Conduct a L2RA workshop for the refined set of PFMs with all participants (the City, our Team, and the FERC) to determine likelihood, consequences, and confidence for the PFMs and plot on a Risk Matrix to identify actionable risks. Team members will be informed by the findings of the PFMA, information from the pre-inspection analyses, and opinions of the subject matter experts to independently estimate these parameters, discussions will take place and votes will be taken to reach a consensus risk estimate for each failure mode. Additionally, the workshop participants will identify risk reduction measures and management actions for each failure mode.
- Develop an L2RA Risk Analysis Report documenting the PFMA and L2RA Workshops.
- Develop a CAR that satisfies all current FERC regulations and includes recommendations for risk reduction actions. The recommended risk reduction actions will be informed by the results of the L2RA to help the City prioritize their limited resources, to have the most significant impact on dam safety first and reduce the overall risk of the project.
- Prepare for and participate in a CA review meeting with the City and the FERC.
- Finalize and submit the CAR based on results of the CA review meeting.

### ODSP Audit

As noted by FERC, the ODSP is the most important factor in maintaining safe dams and preventing dam failure. As such, 18 CFR Part 12F §12.65 requires owners of one or more high hazard dams to perform an independent external audit or peer review of their ODSP on a schedule not to exceed five years. Audits may be needed more frequently if there has been a significant dam safety incident, or major changes in personnel and organizational structure have occurred.

We have selected Marvin Cones to serve as the lead auditor of the City's ODSP. Marvin has more than 50 years of dam and hydropower experience, as a dam safety engineer, civil/structural design engineer, engineering manager, and project manager. Additionally, Marvin served as the Manager of Dam Safety for TVA for five years and has worked on dams for other utilities and agencies since his tenure at TVA. Marvin was the lead engineer for in-depth "beyond-FERC" dam safety inspections of five dams for a large southeastern utility. He performed due diligence assessment of 13 dams in the northeast and participated as the dam safety expert in a value engineering analysis for a large dam in northern California. Marvin was the lead engineer for embankment modifications for TVA's Boone Dam. He was the FERC Part 12 Independent Consultant for four dams for the Oroville Thermalito project and the IC for O'Shaughnessy Dam for the City of Columbus, Ohio. Marvin recently led the audit of Placer County Water Agency's ODSP and is currently developing a revision to their ODSP.

Marvin's approach to performing the audit of the City's ODSP would follow FERC's guidelines and would include the following tasks:

- We will develop a comprehensive understanding of the existing program in order to perform a successful audit. To accomplish this, our team would perform a review of relevant background documents, including the current ODSP, the most recent Part 12D Safety Inspection Report, the Dam Safety Surveillance and Monitoring Plan (DSSMP) and recent Dam Safety Surveillance and Monitoring Reports (DSSMRs), and the Supporting Technical Information Document (STID). Additionally, our team would review representative reports and information related to the development and implementation of the City's Dam Safety Program, and recent operating and maintenance records for Upriver Dam.
- Our team will ascertain whether the existing DSSMP provides for the end goal of understanding and verifying the expected performance of Upriver Dam. Individual instruments and their monitoring frequency would be reviewed, in addition to the execution of the DSSMP to verify that dam safety incidents can be effectively managed, and risk(s) mitigated to the maximum extent possible.
- We will assess both the appropriateness of the City's dam safety training plan and the effectiveness with which it is carried out. Our team will evaluate training records of dam safety staff to assure training is being conducted in accordance with the latest training plan, and that all personnel involved with the operation and inspection of the project are receiving appropriate training.
- To assist in the audit, we will conduct interviews of a representative sample of the City's staff. Interviewees should include all levels of staff that are responsible for implementing the ODSP. Interviews will include the Chief Dam Safety Engineer (CDSE) and other key dam safety staff including: senior management, facility managers, staff engineers, and hydro plant technicians. The focus of the interviews will be to assess staff understanding of the dam safety program and the implementation of their specific responsibilities. The interviews will aim to evaluate and develop an understanding of the effectiveness and completeness of the dam safety program as well as each professional's familiarity with the dam safety program and also assess the application of dam safety training.
- FERC guidance recommends that the audit team attend and participate in representative project site visits or inspections. These visits will be conducted with field personnel that normally perform this work. The intent will be to develop an understanding of how these site inspections are normally conducted as well as the inspector's general knowledge of the facility and their specific qualifications as related to dam safety.
- The findings from the first five tasks described above will be used to assess the effectiveness of the ODSP. Based on the content of the ODSP and general industry practice, we will determine if the ODSP is appropriate for Upriver Dam and confirm that it is accomplishing what is intended from a well-developed dam safety program. The evaluation will review how the City takes action to address any perceived dam safety issues and what drives the action (i.e., internal direction to improve dam safety or complying with FERC guidance).
- In addition, we will specifically audit and assess the existing ODSP document and check for its adherence to FERC regulation and guidance. This will include a discrete, section by section, review of the ODSP as compared to FERC guidance as to the intent of the section as well as general industry standard of practice.
- Lastly, our team will document the findings from the above tasks in an Audit Report and include specific recommendations for improvement for the City's consideration.

## PROJECT TEAM EXPERIENCE AND QUALIFICATIONS TO PERFORM THE SCOPE OF SERVICES

GeoEngineers has assembled a dedicated team of experts who will provide continuous collaboration and immediate support on the Part 12D CA and Report for Upriver Dam Hydroelectric Project. The organizational chart below presents the full project team dedicated to the City and how we will integrate with your team. **You can be assured that the project team displayed here will be the exact key personnel to deliver the project.** Our project team qualifications and resumes are provided on the subsequent pages.

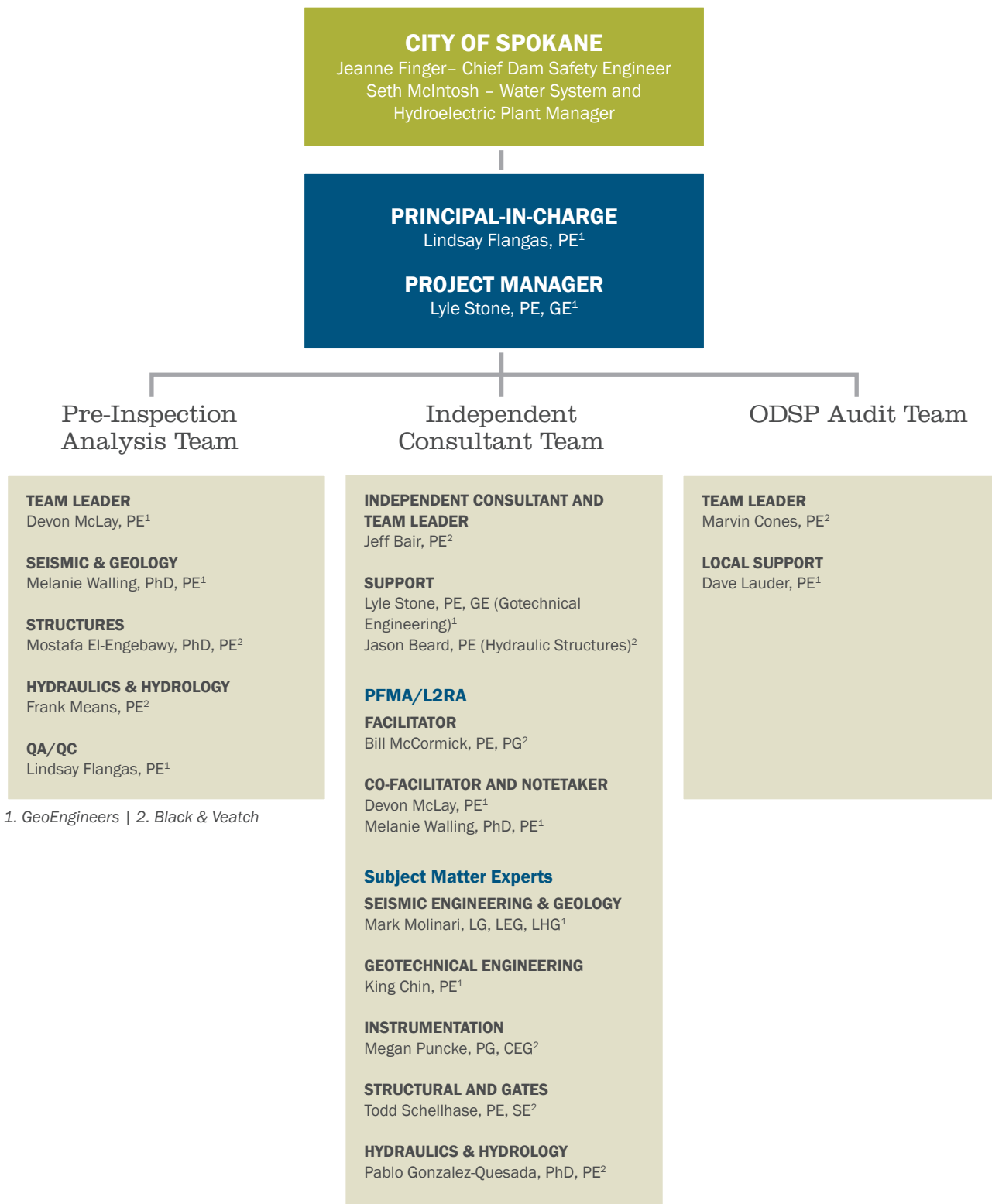


TABLE 2. TEAM OVERVIEW


TEAM MEMBER & ROLE	BACKGROUND & QUALIFICATIONS	RESPONSIBILITIES	AVAILABILITY AND TIME TO PROJECT
<b>Principal-in-Charge</b>  <b>Lindsay Flangas, PE</b> 	<p>Lindsay is a licensed Washington State professional engineer and will serve as Principal-in-Charge on the project. Lindsay has been working as a geotechnical engineer in the Pacific Northwest since 2005. She has been a key geotechnical engineer for several municipal and site improvement projects for public entities throughout Washington. Lindsay has provided dam safety consultation services for several FERC or State-regulated dam projects specifically in Washington. She brings experience from several seepage and seismic mitigation design projects as well as potential failure mode evaluations. Lindsay's experience as Chief Operations Officer, and experience leading multidisciplinary dam projects over many years will make sure that the team collaborate effectively and efficiently to meet project objectives.</p>	<p>Our team will be led by Lindsay as Principal-in-Charge. Lindsay will have prime responsibility and authority for the work. She will provide technical review and QA/QC on all deliverables to the City. She will ensure that City needs are always met.</p>	<p>Availability: Up to 100%</p> <p>Estimated Hours for Phase 1: 20</p> <p>Estimated Hours for Phase 2-3: TBD</p>
<b>Project Manager and IC Support</b>  <b>Lyle Stone, PE, GE</b> 	<p>Lyle has more than 15 years of geotechnical engineering experience and has significant experience managing the geotechnical aspects of large levee and dam projects that have included 2D and 3D seepage analysis, slope stability analysis, settlement evaluation, detailed seismic evaluations, geotechnical support for structural sheet pile and concrete levee walls and has overseen field inspection of levee construction. Lyle's project experience also includes water reservoirs, dams, roadway improvements, bridges, site development, utilities and pipelines, port facilities, and temporary shoring. He has extensive experience working with Washington cities and counties on multidisciplinary projects.</p>	<p>Lyle will serve as the single point of contact for the City and the project. As project manager, he will coordinate with the project team to keep the project on track. In addition to assisting Lindsay with document review, Lyle will be responsible for tracking schedule, budgets, and deliverables for the project and will prepare invoices and project updates for the City.</p> <p>Lyle will also apply his technical expertise in assisting Jeff on the IC team.</p>	<p>Availability: Up to 100%</p> <p>Estimated Hours for Phase 1: 60</p> <p>Estimated Hours for Phase 2-3: TBD</p>
<b>Independent Consultant and IC Team Leader</b>  <b>Jeff Bair, PE</b> 	<p>Jeff is a licensed professional engineer with more than 30 years of experience, with the past 25 specializing in dam and levee safety, and dam remediation to reduce risk of failure. He leads the Black &amp; Veatch Dams Practice and is a recognized expert in dams, including floodwalls, earthen embankments, concrete dams, spillways, and gated hydraulic structures with specialization in risk, seepage mitigation, foundations, overtopping, RCC, seismic upgrades, and retrofitting. He has served as the project manager, resident engineer, and engineering manager for over 50 earthen and concrete dams. Jeff is a FERC approved Part 12D IC and has served as a Part 12D Inspector or PFMA facilitator on over 25 high hazard dams.</p>	<p>Jeff will serve as the Part 12D Independent Consultant and will lead the IC Team in the inspection and reporting to meet CA requirements.</p>	<p>Availability: Up to 100%</p> <p>Estimated Hours for Phase 1: 50</p> <p>Estimated Hours for Phase 2-3: TBD</p>

TEAM MEMBER & ROLE		BACKGROUND & QUALIFICATIONS	RESPONSIBILITIES	AVAILABILITY AND TIME TO PROJECT
ODSP Team Leader	<b>Marvin Cones, PE</b> 	Marvin is a licensed professional engineer with more than 50 years of experience in design engineering as a civil/structural design engineer, principal engineer, project engineer, dam safety engineer, project manager, and engineering manager. For the last 20 years, he has worked almost exclusively on dams and hydropower plants. Since joining Black & Veatch in 2016, Marvin has served as the Part 12 IC for the CA DWR's Oroville-Thermalito Complex and the City of Columbus' O'Shaughnessy Dam. Additionally, he served as the lead auditor for PCWA's dam safety program. Prior to retiring from Tennessee Valley Authority (TVA) in 2007, Marvin was the dam safety manager responsible for the inspection and evaluation of all TVA dams. He also provided leadership to a staff of approximately 100 engineers and technicians working on the rehabilitation and upgrade of TVAs dams and hydropower plants.	Marvin will serve as the lead ODSP Auditor. He will prepare the ODSP audit proposal and report.	Availability: Up to 100% Estimated Hours for Phase 1: 50 Estimated Hours for Phase 2-3: TBD
	<b>Bill McCormick, PE, PG</b> 	Bill is a licensed Professional Engineer with over 33 years of experience, which includes leading work on risk-informed decision making starting in 2006. Over a 10 year period, Bill led Colorado's Dam Safety Team in the development of RIDM tools based on national an international best practice. Acting as a Facilitator and an SME, Bill has participated in numerous PFMA's and SQRAs, including event tree development and expert elicitations. He meets FERC's requirements for L2RA facilitation, including having recently attended USSD's DLS-113 Fundamentals of Facilitating a Semi-Quantitative Risk Assessment training.	Bill will facilitate both the PFMA and L2RA risk workshops and will support Devon and Melanie in the development of the Risk Report.	Availability: Up to 100% Estimated Hours for Phase 1: 10 Estimated Hours for Phase 2-3: TBD
	<b>Jason Beard, PE</b> 	Jason is experienced in engineering, project management, construction, operations, and maintenance (O&M) of hydro utility assets and heavy civil/general construction applications. Jason has detailed knowledge of hydro generating assets and dam safety engineering practices, including performing FERC Part 12 inspections and PFMA workshops as an engineer for a Utility Owner. Jason has a proven track record of performing independent inspections of hydraulic structures, preparing damage assessment reports, developing project documents, design details and execution plans for projects on a variety of dam types, spillways, outlet systems, powerhouse intakes, tunnels, flowlines, flumes, canals, penstocks, draft tubes, tailraces, and other hydroelectric infrastructure. Additionally, he has performed asset inspections and physical assessments in alignment with FERC and USACE guidelines.	Jason will serve as an IC Team member, supporting Jeff in the Part 12D inspection and reporting requirements of the CA.	Availability: Up to 100% Estimated Hours for Phase 1: 10 Estimated Hours for Phase 2-3: TBD

TEAM MEMBER & ROLE		BACKGROUND & QUALIFICATIONS	RESPONSIBILITIES	AVAILABILITY AND TIME TO PROJECT
Pre-Inspection Analysis Team Leader and Co-Facilitator/Notetaker	<b>Devon McLay, PE</b> 	<p>Devon is a licensed professional engineer with nine years of experience in geotechnical engineering and dam safety. He has extensive experience in seepage/stability analyses, liquefaction analysis, dam inspections and instrumentation. He has supported PFMA and risk analysis workshops and their report preparation. He has prepared updates to a project STID. He is familiar with the Upriver Dam project from his previous experience in preparing the 2018 DSSMR and dam safety and instrumentation training materials for the operations staff.</p> <p>In 2021, he attended the USSD training “Leveraging PFMA to perform SQRA” He has a thorough understanding of the importance of a well-organized workshop that is thoroughly documented.</p>	<p>Devon will serve as the team leader for the pre-inspection analysis team. He will coordinate the scoping of the analyses in phase I and be responsible for STID updates.</p> <p>During the PFMA, he will serve as the Notetaker ensuring that the salient points and appropriate level of detail is documented. During the SQRA, he will serve as the Co-Facilitator, providing support to the Facilitator in organizing reference materials to readily display them during the workshop.</p>	<p>Availability: Up to 100%</p> <p>Estimated Hours for Phase 1: 40</p> <p>Estimated Hours for Phase 2-3: TBD</p>
	<b>Melanie Walling, PhD, PE</b> 	<p>Melanie is a licensed professional engineer in the state of Washington, with an expertise in strong ground motion and seismic hazard evaluations. She is an active contributor to the Next Generation Attenuation (NGA)-Subduction Model Project and contributed research to the NGA-West 1 (NGA-W1) Model Project funded by the Pacific Earthquake Engineering Research Institute. Melanie is responsible for developing project-specific seismicity catalogs and performing the seismic hazard analysis and ground motion modeling for performing probabilistic and deterministic seismic hazard assessments. She has led and assisted with the seismic hazard evaluation for a large number of dams and two nuclear power plants and is actively involved in dam and levee projects across the U.S. and around the world.</p>	<p>Melanie will serve as the seismicity and geology lead for the Pre-Inspection Analysis.</p> <p>During the SQRA, she will serve as the Notetaker ensuring that the salient points and appropriate level of detail is documented. During the PFMA, she will serve as the Co-Facilitator, providing support to the Facilitator in organizing reference materials to readily display them during the workshop.</p>	<p>Availability: Up to 100%</p> <p>Estimated Hours for Phase 1: 20</p> <p>Estimated Hours for Phase 2-3: TBD</p>
	<b>Mostafa El-Engabawy, PhD, PE</b> 	<p>Mostafa is a licensed professional engineer with 38 years of experience in finite element modeling, analysis, and design or rehabilitation of complex structural systems including dams, pipelines and penstocks, powerhouses and hydropower facilities, hydraulic structures, and fishery engineering structures. Analyses include wind and seismic, simplified and advanced finite elements, static and dynamic, linear and nonlinear, displacement-response, and time-history.</p>	<p>Mostafa will lead the scoping and performance of structural analyses as part of the Pre-Inspection Analysis Team.</p>	<p>Availability: Up to 100%</p> <p>Estimated Hours for Phase 1: 20</p> <p>Estimated Hours for Phase 2-3: TBD</p>



TEAM MEMBER & ROLE		BACKGROUND & QUALIFICATIONS	RESPONSIBILITIES	AVAILABILITY AND TIME TO PROJECT
Pre-Inspection Analysis – Hydraulics and Hydrology	<b>Frank Means, PE</b> 	Frank is a licensed professional engineer, specializing in hydrology and hydraulics engineering. Frank's experience includes H&H modeling and design for feasibility studies, dam breach analyses, inundation mapping, open channel design, and design studies. He has performed numerous dam breach analyses, along with spillway capacity reviews, resulting in producing flood inundation mapping.	Frank will lead the scoping and performance of H&H analyses as part of the Pre-Inspection Analysis Team.	Availability: Up to 100% Estimated Hours for Phase 1: 20 Estimated Hours for Phase 2-3: TBD
	<b>Mark Molinari, LG, LEG, LHG</b> 	Mark is a licensed engineering geologist and hydrogeologist in the state of Washington and has been providing technical services and project management for engineering geology, hydrogeology, and geologic and seismic hazard projects for 38 years. He specializes in active fault and seismic source characterization, and has evaluated geologic and seismic hazards for hydropower, water supply and tailings dams, gas-fired power plants and cogeneration facilities, and oil & gas pipelines, offshore platforms, and LNG terminals. In the past five years, he has completed seismic hazard assessments, which were subsequently submitted to FERC, for South Fork Tolt River Dams, three dams as part of the Skagit River Hydroelectric Project, and the Wells Dam Hydroelectric Project.	Mark will serve as the Seismicity and Geology SME for the IC Team during the PFMA and L2RA workshops.	Availability: Up to 100% Estimated Hours for Phase 1: <10 Estimated Hours for Phase 2-3: TBD
Geotechnical Engineering Subject Matter Expert	<b>King Chin, PE</b> 	King has been providing geotechnical engineering services in the Pacific Northwest, across the U.S. and internationally since 1998. He leads GeoEngineers' Performance-Based Design group and his primary focus has been on numerical modeling, site response and liquefaction assessments, seismic hazards analysis, earthquake engineering, soil-structure interaction analysis, and performance-based design. King has involved in stability and seismic design analyses of dams and embankments since 2002 including Douglas County Wells Hydroelectric project, Yelm Hydroelectric project, Lake Tapps project, and City of Spokane's Upriver Dam.	King will serve as the Geotechnical Engineering SME for the IC Team during the PFMA and L2RA workshops.	Availability: Up to 100% Estimated Hours for Phase 1: <10 Estimated Hours for Phase 2-3: TBD
Instrumentation Subject Matter Expert	<b>Megan Puncke, CEG, PG</b> 	Megan has more than 15 years of professional experience in the dams and tunnels industry. years of experience as an engineering geologist. She has been serving as a Project Manager for large dam seismic retrofit projects for the past five years. She has experience coordinating with FERC D2SI and implementing their regulations. She has participated in multiple PFMA workshops and risk management workshops. Most recently, Megan served as Pacific Gas & Electric's Surveillance and Monitoring Program Lead for their 170 dams throughout northern California.	Based in Washington, Megan will be Black & Veatch's primary point of contract for the City of Spokane and will work closely with GeoEngineers' project manager, Lyle, to ensure collaboration and efficiency. Megan will also serve as the Instrumentation SME for the IC Team during the PFMA and L2RA workshops.	Availability: Up to 100% Estimated Hours for Phase 1: 40 Estimated Hours for Phase 2-3: TBD

TEAM MEMBER & ROLE		BACKGROUND & QUALIFICATIONS	RESPONSIBILITIES	AVAILABILITY AND TIME TO PROJECT
Structural and Gates Subject Matter Expert	<b>Todd Schellhase, PE, SE</b> 	Todd is a licensed structural engineer with more than 30 years of experience performing structural analysis and design for numerous hydropower and hydraulic structures projects of varying size and complexity. Todd has significant experience inspection existing structures, evaluating their condition, and designing structural improvements to extend the structure's useful life. Todd served as the large gate SME for CA DWR's Thermalito Part 12 PFMA's.	Todd will serve as the Structural and Gate SME for the IC Team during the PFMA and L2RA workshops.	Availability: Up to 100% Estimated Hours for Phase 1: <10 Estimated Hours for Phase 2-3: TBD
	<b>Pablo Gonzalez-Quesada, PhD, PE</b> 	Pablo is a licensed engineer with more than 18 years of experience in water resources engineering. He has performed hydraulic analyses and designs for canals, intakes, spillways, gates and gated spillways, stilling basins, stormwater sewer systems, culverts, and outfall structures. He has performed failure analysis and dam hazard assessments. He recently attended USSD's two-day training course in Understanding Potential Life Loss from Flood, What's going on inside LifeSim? and a week-long training course in Semi-Quantitative Risk Assessment (SQRA).	Pablo will serve as the H&H SME for the IC Team during the PFMA and L2RA workshops.	Availability: Up to 100% Estimated Hours for Phase 1: <10 Estimated Hours for Phase 2-3: TBD
	<b>Dave Lauder, PE</b> 	Dave is a senior engineer who has nearly 20 years of experience providing geotechnical engineering and environmental services on a variety of municipal projects, including recreational parks and facilities, throughout the Inland and Pacific Northwest. Dave has completed more than 80 projects directly for the City of Spokane and is aware of local procedures. He brings an in-depth understanding of subsurface conditions throughout the City of Spokane. He also has a strong commitment and understanding of how to help local jurisdictions that typically have limited resources.	Dave will provide boots on the ground local support. He has the authority to mobilize local resources as needed to support the ODSP Audit.	Availability: Up to 100% Estimated Hours for Phase 1: <10 Estimated Hours for Phase 2-3: TBD

## KEY PERSONNEL RESUMES

Our project team resumes are provided on the following pages.





## Lindsay Flangas, PE

### PRINCIPAL GEOTECHNICAL ENGINEER AND CHIEF OPERATIONS OFFICER

Lindsay has been working as a geotechnical engineer in the Pacific Northwest since 2005. She has been a key geotechnical engineer for several municipal and site improvement projects for public entities throughout Washington. Lindsay has managed, consulted and led various dam safety projects nationwide, and has provided dam safety consultation services for several FERC or State-regulated dam projects including the the City of Spokane's Upriver Dam, City of Centralia's Yelm Hydroelectric project, and Douglas County PUD's Wells Dam. Lindsay's ability to clearly communicate technical results at key steps in the process is a key strength she brings to the City of Spokane. Lindsay draws on extensive technical capabilities, years of diverse regional and local experience and focuses on results to consistently deliver successful project outcomes.

#### Education

M.S., Civil and Environmental Engineering, University of Washington

B.S., Civil and Environmental Engineering, University of Washington

#### Registration & Certification

PE, Professional Engineer: Washington, #45216

#### Affiliations

American Society of Civil Engineers

Association of State Dam Safety Officials

United States Society on Dams

### Representative Project Experience

- **City of Spokane, Upriver Dam, Dam Safety Support; Spokane, Washington.** Lindsay was the Principal-in-Charge for Dam Safety support tasks in 2019 and 2020 for the piping evaluation of the Upriver Dam in Spokane, Washington. Tasks included conducting an external audit of the Owner's Dam Safety Program, as required by FERC, assisting the owner with redrafting the annual Dam Safety Surveillance and Monitoring Report to address comments by FERC. GeoEngineers prepared dam safety and instrumentation training modules for the project operations staff.
- **City of Spokane, Upriver Dam, Piping Evaluation; Spokane, Washington.** Lindsay served as project manager for the 2010 piping evaluation of the Upriver Dam in Spokane, Washington. This project involved a detailed investigation of the construction of the dam; review of internal erosion failure modes for the right abutment, left abutment, and below the spillway dam; resolution of variable piezometric data; and development of a credible seepage regime.
- **Cascade Water Alliance, Lake Tapps Reservoir – Dam Engineering, Hydrology, and Geotechnical Services; Pierce County, Washington.** Lindsay has served as Principal-in-Charge since 2016 for geotechnical and dam safety engineering support for 18 earthen dikes that are part of the Lake Tapps reservoir system. The project is a multidisciplinary project that has required, in addition to geotechnical support, support with permitting for improvements and repairs, and hydrological and hydraulic support associated with updates to the project PMP/PMF, evaluation of seepage runoff, and, currently, evaluation of improvements to Dikes 9 and 10. GeoEngineers recently completed the design of a project to raise the crest of Dike 12, which was constructed in 2020. In 2014 and 2015, as part of the reservoir drawdown maintenance projects, GeoEngineers completed a liquefaction and stability evaluation of high hazard Dike 3 and designed a diaphragm wall to mitigate piping and improve post-earthquake stability.
- **City of Centralia, Yelm Hydroelectric Project; Yelm, Washington.** Lindsay has served as project manager and Principal-in-Charge providing geotechnical and dam safety engineering support for the 9.1-mile-long Centralia Hydroelectric Canal since 2009. GeoEngineers recently updated the deterministic seismic hazard analysis for the project and is in the process of completing updated seismic stability evaluations for high-hazard sections of the canal embankment. The updated stability analyses include explorations to characterize the soil properties where needed and are anticipated to require FLAC 2D analysis where liquefiable soils are present. Other project work has included canal inspection, field explorations, evaluation of the phreatic surface within

the embankment, design and construction support for repairs to an embankment section following the development of sinkholes and piping, and inundation analyses. The project includes ongoing monitoring and interpretation of piezometric, weir and sediment collection data, seepage evaluations, annual inspections, DSSMR preparation, and STID updates.

- **Douglas County PUD No. 1, Wells Dam Hydroelectric Project; Azwell, Washington.** GeoEngineers provided geotechnical consultation, seismic evaluation and dam safety engineering services for the Wells Hydroelectric Project from 2008 to 2019. Since early involvement in the project, our work has involved embankment stability analysis, liquefaction studies, participation in PFMA, contribution to STID updates (including PFMA updates), and completion of the ninth and tenth Part 12D reports. Lindsay supported GeoEngineers' geotechnical consultation services for the project between 2016 and 2019. Our work on the project included an exploration program to support planned seismic stability evaluations of the East and West Embankments. We completed the first phase of an instrumentation and exploration program to evaluate seepage, stability, and the potential for liquefaction. FERC reviewed the exploration program. This embankment was not originally fitted with piezometers but our team identified new piezometers as appropriate risk mitigation measures for the PFMs for the embankment. Both grouted VWP (vibrating wire piezometers) and conventional standpipes are part of each of the six new piezometer installations. The VWPs are connected to the data acquisition system at the dam and will be monitored full time by the control room. GeoEngineers also completed filter compatibility analysis for the dam's earth embankments and participated in FERC annual inspections.
- **Confidential Owner, Emergency Response: Dam Evaluation, Mitigation Design and Construction; Western Washington.** GeoEngineers was contacted by the owner of an intermediate-sized earthen dam (up to 45 feet high) in Western Washington to evaluate its condition. The dam is approximately 1,150 feet in length and has significant downstream hazard potential (Hazard Class 2D). Recent distress had occurred to downstream embankments including significant sloughing of the slopes, tension cracking along the crest of the dam, and numerous seeps on the downstream face of the dam and along the toe of the dam. GeoEngineers provided emergency response to evaluate the condition of the dam, review existing design documents, and perform field inspections. GeoEngineers assisted the owner with coordination with the Washington State Dam Safety Office (WA-DSO) and other stakeholders, and prepared a fast-paced exploration program, which included explorations through the crest of the dam and along the base of the dam, installation of numerous vibrating wire piezometers connected to dataloggers, and construction of groundwater monitoring wells. Interim measures to stabilize a section of the dam included design and construction of a temporary buttress fill to stabilize a critically distressed area. Lindsay served as dam stability lead.
- **Washington State Department of Fish and Wildlife (WDFW), W.T. Wooten Wildlife Area Lakes Rehabilitation; Columbia County, Washington.** GeoEngineers is performing site investigation and design services within the Wooten Wildlife Area for the Deer Lake rehabilitation, and Spring, Beaver, and Watson Lakes assessments. Our design services for Deer Lake include site survey, geotechnical investigation, hydrogeologic assessment, well installation and testings, embankment dam static, seismic stability analysis, and surface and groundwater flow quantification through modeling. We have worked closely with the design civil engineer (Mott MacDonald) and WDFW to develop a preferred layout for the new Deer Lakes. We are currently working with Mott MacDonald to complete permit application drawings for the preferred alternative, along with the supporting geotechnical and hydrogeologic reports. Future services will likely include additional explorations and testing to evaluate potential shallow bedrock conditions and hydrogeologic design of an exfiltration trench and/or production well. Lindsay served as Principal-in-Charge.
- **PacifiCorp, Electric Lake Dam, Instrumentation Upgrades Project; Emery County, Utah.** Lindsay was the Principal-in-Charge for an instrumentation upgrades project for this State-regulated 200-foot-tall earth fill dam. In 2018, GeoEngineers designed and installed an automated instrumentation monitoring system to collect data from new and existing vibrating wire piezometers, pressure transducers, and water level radars to enhance monitoring and the increase frequency of readings.
- **PacifiCorp, Viva Naughton Hydroelectric Project, Seepage Analysis; Kemmerer, Wyoming.** Lindsay served as the Principal-in-Charge for evaluating seepage an associated shallow landsliding downslope of one of the dam's abutments. The evaluation included an evaluation of available piezometric data, 2-dimensional seepage simulations, an evaluation of the related potential failure modes, development of recommended additional potential failure modes, and preliminary recommendations for seepage mitigation alternatives.



## Lyle Stone, PE, GE

### ASSOCIATE GEOTECHNICAL ENGINEER

Lyle has more than 15 years of geotechnical engineering experience and has significant experience managing the geotechnical aspects of large levee and dam projects that have included 2D and 3D seepage analysis, slope stability analysis, settlement evaluation, detailed seismic evaluations, geotechnical support for structural sheet pile and concrete levee walls, and has overseen field inspection of levee construction. He has also developed levee vegetation management plans and operations and maintenance manuals. Lyle's project experience also includes water reservoirs, dams, roadway improvements, bridges, site development, utilities and pipelines, port facilities, and temporary shoring. He has provided design services and recommendations for earthwork and site development, spread foundations, pile and shaft foundations, retaining structures (including soldier pile walls, structural earth walls, and conventional retaining walls), slope stabilization, pavement design (for concrete and asphalt sections as well as non-conventional methods such as soil-cement and reinforced subgrade sections), seismic analysis for buildings and other large structures, and structural fill and materials testing.

#### Education

M.S., Civil Engineering,  
Michigan Technological  
University

B.S., Civil Engineering,  
California Polytechnic State  
University

#### Registration/Certification

PE, Professional Engineer:  
Washington, #45765;  
California, #C72065;  
Idaho, #19197

GE, Geotechnical Engineer:  
California, #GE3066

#### Affiliations

American Public Works  
Association

### Representative Project Experience

- **Cascade Water Alliance, Lake Tapps Reservoir – Dam Engineering, Hydrology, and Geotechnical Services; Pierce County, Washington.** Currently Associate-in-Charge for geotechnical and dam safety engineering support for 18 earthen dikes that are part of the Lake Tapps reservoir system. The project is a multidisciplinary project that has required, in addition to geotechnical support, support with permitting for improvements and repairs, and hydrological and hydraulic support associated with updates to the project PMP/PMF, evaluation of seepage runoff, and evaluation of improvements to Dikes 9 and 10.
- **Idaho Water Resources Board (IDWR), Priest Lake Dam; Priest Lake, Idaho.** The IDWR is implementing a project to increase the water levels in Priest Lake. This project includes both upgrading the existing outlet dam to accommodate the increased water levels and making additional safety improvements to the dam and spillway. GeoEngineers is providing geotechnical engineering analysis and environmental permitting services, with Lyle as Associate-in-Charge of the geotechnical analysis for this project. The project is currently in construction. The project has a limited design and construction budget. As with many retrofit projects, it was not feasible to achieve current seismic design standards for all components of the structure. GeoEngineers began the project by evaluating the seismic vulnerability of different components at different design levels and by performing a detailed parametric analysis. By analyzing a wide range of probable soil parameters, we determined what data and components were critical to design. This allowed the design team, IDWR and Idaho Dam Safety to establish and agree on reasonable seismic design levels, overall risk levels and performance expectations.
- **City of Kent, Signature Pointe Levee Alternatives Analysis; Kent, Washington.** In 2018, the City of Kent partnered with the King County Flood Control District to advance the Signature Pointe Levee project. This 1.5-mile-long levee is located on the right bank of the Green River and forms part of a levee system that protects downtown Kent from flooding. The first phase of this project included an alternatives analysis to guide the project and develop design concepts. Lyle led a multi-disciplinary team to develop

concepts that could be implemented within the site constraints. The final alternatives analysis included 15-Percent Design level concept drawings for three alternatives, an assessment of off-site and stakeholder impacts and a detailed cost estimate.

- **City of Renton, Cedar River 205 Levee Evaluation; Renton, Washington.** Lyle is the lead geotechnical engineer and Associate-in-Charge for this project. The City of Renton is evaluating about 2.5 miles of levees at the mouth of the Cedar River. The USACE constructed the levee system, which protects residential, industrial, commercial, and municipal properties, including the Renton Airport. The levee system consists of earth embankment levees and sheet pile floodwalls that were designed and constructed in the late 1990s, before more stringent seismic and structural requirements came into effect. The purpose of this project is to evaluate the existing levee and design modifications, as necessary, to ensure the levee system meets current standards. This evaluation will also be used to reduce FEMA flood insurance rates through the City. GeoEngineers performed a probabilistic seismic evaluation to quantify the seismic risk of the levee system and determine that it was consistent with the flood protection system. This was used to help guide the City in their emergency management planning.
- **City of Coeur d'Alene, Flood Control Works Certification; Coeur d'Alene, Idaho.** Earth berm and sheet pile levees protect North Idaho College and portions of downtown Coeur d'Alene. The USACE constructed the levee system in 1940, and due to Corps policy changes, the levee was decertified. GeoEngineers was part of an interdisciplinary team of engineers and scientists working to evaluate the levee to provide an independent certification. Lyle led the geotechnical analysis of the existing levee and the design of required levee improvements. Specific client concerns included maintaining vegetation on the existing levees. The team was able to develop an analysis and maintenance approach to keep trees on the levee and maintain minimum stability requirements. The application received no comments on the geotechnical portion.
- **ICON Materials, Baydo Pit Sediment Pond; Auburn, Washington.** Lyle served as lead engineer and is currently Associate-in-Charge on this ongoing project. ICON Materials operates a large gravel mine in Auburn, Washington. GeoEngineers completed a subsurface exploration program in 2009 and developed a zoned embankment dam design based on input from ICON Materials. GeoEngineers completed design analyses including seepage, static slope stability, seismic slope stability, and Newmark seismic displacement. The earth fill dam was designed using the on-site overburden (material unsuitable for gravel production) from the mine and selected filter-compatible sand material for the chimney drain. Our services included developing plans and specifications for construction of the dam, a design report for submittal to the DSO, ongoing consultation and construction observation services. The dam construction has been completed by ICON crews intermittently since 2015—as gravel production continues, the excess water and sediment by-product is flumed to the sediment pond, and the dam construction advances to maintain freeboard.
- **Miles Sand & Gravel, Shine Gravel Pit Retention Pond and Dam; Jefferson County, Washington.** Miles Sand & Gravel constructed a storage pond at Shine Gravel Pit to store process water for use in aggregate processing. After the pond was constructed, it was discovered that the size of the embankment and the volume of impounded water placed the pond under the jurisdiction of the WA-DSO. Lyle completed a quick and efficient geotechnical evaluation of the pond berm and provided recommendations for improvements to the berm to meet Dam Safety requirements.
- **Madison County, Teton River Flooding Mitigation Study; Madison County, Idaho.** Madison County, the City of Rexburg, and the City of Sugar City are pursuing improvement in mapping reliability and proactively seeking to reduce flooding potential. Madison County recently received FEMA funding to complete a Mitigation Project Study along the Teton River Watershed within Madison County, Idaho with a goal of prioritizing potential improvement, agreements, and other actions that could reduce the extent of flooding. GeoEngineers is supporting Forsgren Associates with Hydraulic modeling and geotechnical levee assessment. As part of the project the team is evaluating multiple alternatives that include combinations of improvements such as increasing canal capacity, constructing new levees, modifying existing roads to act as levees, and eliminating existing flow and floodway constrictions.



## Jeff Bair, PE

### INDEPENDENT CONSULTANT/BOARD MEMBER



#### Education

B.S., Civil Engineering,  
Carnegie Mellon University

Effective Project  
Management, Katz School of  
Business, University  
of Pittsburgh

#### Registration & Certification

PE, Professional Engineer:  
California, #C72557;  
Missouri, #2006015940;  
Pennsylvania, #PE051480E;  
Ohio, #65907

#### Affiliations

American Society of  
Civil Engineers  
  
Association of State Dam  
Safety Officials  
  
United States Society on Dams

Jeff is the Business Line Director for Dams at Black & Veatch and has more than 30 years of experience with the past 25 specializing in dam safety, dam remediation, and risk. His experience includes working on analysis, design, and construction of dams and hydroelectric projects, including both embankment and RCC dams, with a specialization in seismic upgrade of earth embankments and heavy civil design and construction.

Jeff is a recognized expert in Dams and is a Risk and PFMA Facilitator and an Independent Consultant (Part 12D). Jeff has served as PFMA facilitator or Part 12D Inspector on at least 25 high hazard dams. At Boone Dam, he developed event trees to determine conditional probability of failure using expert elicitation and led risk analysis teams to support risk-based modeling to guide the remedial work. Overall, he has led investigation, design and construction at Dam projects totaling over \$2 billion and worked on over 60 dams throughout the United States. Highlights of his experience include:

- Engineer of Record for TVA's Boone Dam which involves construction of a composite seepage barrier to reduce seepage and piping through a karst foundation and hydraulic upgrades to pass the updated PMF.
- Selected as a Dam Safety Review Board Member and FERC Independent Consultant for CA DWR's South State Water Project; 2014 through 2024.
- Led remedial design and construction of over ten (10) FERC regulated hydroelectric projects ranging in construction value of \$100,000 to over \$400 million.
- Dam Safety Reviews, Engineering Design and/or Construction related work on at least fifteen (15) California Dams regulated by the Department of Safety of Dams.
- Working on both FERC and USACE regulated projects, served as Part 12D consultant or PFMA facilitator at over twenty (20) projects.
- Led and executed numerous remediation projects under the direction and guidance of a Board of Consultants e.g., Taum Sauk Upper Reservoir (MO), Silver Lake Rebuild (MI), Saluda Backup Dam (SC), Boone Dam (TN), and Santee Cooper East Dam (SC).

### Representative Project Experience

- **City of Columbus, O'Shaughnessy Dam Part 12 and PFMA; Columbus, Ohio.** Jeff was selected as the Independent Consultant for the 2019 inspection and PFMA of O'Shaughnessy Dam. Detailed inspections were conducted of all project facilities. Work included a comprehensive document review and execution of a PFMA. Results were compiled in detailing the PFMA and the Inspection. Jeff conducted a detailed review of the stability of this concrete gravity dam including fully verifying all assumptions through a field inspection and records review and developing independent stability analyses to verify compliance.
- **TVA, Boone Dam Reconstruction; Chattanooga, Tennessee.** Engineering Manager & Risk Facilitator. Project entailed construction of a composite seepage barrier to reduce seepage and piping risks through an embankment dam founded on karst bedrock. Jeff, as engineering manager and risk facilitator, oversaw a team of engineers developing design documents for low and high mobility foundation grouting, design of rockfill berms to stabilize the dam prior to construction of the cutoff wall, and design of the concrete cutoff wall. For each component, Jeff led the development of



design documents, bid ready construction documents, bid review and evaluation, and engineering oversight during construction. Jeff is the Engineer of Record for much of the remediation. Final remedial approach was elicited through a series of semi and quantitative risk analyses facilitated by Jeff. The constructed value was more than \$300 million.

- **CA DWR, South State Water Project; Sacramento, California.** Jeff was selected as the approved Division of Safety of Dams (DSOD) Board Member and FERC Independent Consultant for CA DWR's South State Water Project for the period 2014 to 2024 for dam safety inspection services of five major dam and pump storage projects. Detailed inspections were conducted of the following large dam and pump storage projects: Cedar Springs Dam, Elderberry Forebay Dam, Pyramid Dam, Quail Lake Dam and Devil Canyon. This critical infrastructure project provides drinking water for more than 23 million people and generates 6,500 HWh of hydroelectricity annually.
- **U.S. Army Corps of Engineers (USACE), PFMA Facilitator; Various Locations.** As PFMA Facilitator, Jeff served as the approved PFMA Facilitator at two dams owned by the USACE –Tuttle Creek Dam and Lock & Dam No. 13 on the Illinois Waterway. For both projects, Jeff led a two-day failure analysis workshop wherein each project was systematically reviewed with a focus on identifying weakness that could lead to failure of the Project. Results were summarized in a formal Report and key strategies to focus instrumentation and maintenance activities to reduce failure were identified.
- **City of Escondido; Wolhford Dam; San Diego, California.** Jeff served as the Independent Consultant and completed a five-year dam safety inspection including a review of all project records, inspection of the project facilities, and developing a report presenting key findings regarding the continued safe operation of the Dam. The final report was submitted to the FERC. After the Part 12 Report, Jeff worked with a team of professional to develop design and construction documents for a replacement RCC Dam. Importantly, Jeff performed a final quality review on the design documents.
- **Arkansas Electric Cooperative Corp. (AECC), Ellis & Whillock FERC Part 12 Inspections; Arkansas.** The scope for this project included the preparation of a Dam Safety Inspection Report, STID, and a PFMA Report. As the Independent Consultant, Jeff completed the field inspection and directed the completion of the associated reports. His Inspection Report satisfactorily addressed all the FERC's outstanding concerns with the projects. Additionally, through the PFMA process, Jeff was able to reduce and focus the required instrumentation for the projects.
- **PRASA, Rio Valenciano Dam; Puerto Rico.** Jeff served as the RCC and Dam Construction Expert in the completion of a Value Engineering Study for this proposed Dam and Water Supply Project. Jeff reviewed design documents and related engineering reports and offer opinions to reduce risks during construction, reduce cost, and improve the long-term functionality of the project.
- **TVA, Spillway Gate and Deck Inspection and Evaluation; Various Locations, Tennessee.** Jeff was the engineering and project manager responsible for the coordination and execution of the structural inspection and reporting of deck and gate inspection at four TVA dams. Climbing inspection of gates and deck inspection was carried out by a three-man crew. Results were compared against as-built drawings and findings were presented in a comprehensive inspection report.
- **Spillway Gate Inspection and Evaluation, Ameren Electric Dam Safety at Bagnell Dam of Lake of the Ozarks; Ozarks, Missouri.** Engineering and project manager was responsible for the coordination and execution of the structural inspection and reporting of 12 radial gates at this dam on the Osage River. Following the inspection of these 34' x 23' gates, their trunnions and anchorages, a detailed evaluation report was developed to document findings. Based on the observed structural capacity of the gate members, updated structural analysis were prepared to evaluate remedial requirements. Final report documents structural condition and outlined required repairs for continued safe operation.
- **East Bay Municipal District | Chabot Dam; Oakland, California.** As Dam Design/Dam Safety Consultant, Jeff worked as part of a joint venture to complete a detailed remedial design to resolve seismically induced liquefaction and associated displacement of the downstream shell. Initial efforts included a conceptual design of a dewatering system to support remediation. Current work is focused on design improvement including deep soil mixing to strengthen the existing semi-hydraulic fill.



## Marvin Cones, PE

### SENIOR HYDRO ENGINEER AND DAM SAFETY CONSULTANT

Marvin has 50 years of experience in design engineering as a civil/structural design engineer, principal engineer, project engineer, dam safety engineer, project manager, and engineering manager. For the past 25 years, he has worked almost exclusively on dams and hydropower plants. Prior to retiring from TVA in 2007, Marvin was the dam safety manager responsible for the inspection and evaluation of all TVA dams. He also provided leadership to a staff of approximately 100 engineers and technicians working on the rehabilitation and upgrade of TVA's dams and hydropower plants. Marvin's experience includes evaluations of arch dams with concrete growth issues.

### Representative Project Experience

#### Education

M.S., Civil Engineering,  
University of Tennessee

B.S., Civil Engineering,  
Rose Hulman Institute of  
Technology

#### Registration & Certification

PE, Professional Engineer:  
Tennessee, #20654

#### Affiliations

Association of State Dam  
Safety Officials

United States Society for Dams

#### ■ Confidential Client, Hydropower Plant Addition to Existing Ohio River Dam; Ohio.

Marvin is the engineering manager and dam safety engineer for the addition of a 20MW hydropower plant at existing USACE dam on the Ohio River. Marvin led a team of approximately 50 multi-discipline engineers and technicians in development of 60% design package for FERC and USACE review and approval.

#### ■ South Florida Water Management District, Development of Dam Safety Program; Florida.

Marvin is preparing ODSP and DSSMPs for District for multiple high hazard dams being constructed for Everglades water improvement project.

#### ■ TVA, Assessment and Conceptual Design for Addition of Pump Back Pumped Storage Scheme to Existing Hydro Facilities; Tennessee.

Marvin is the engineering manager and lead engineer for screening evaluation for seven TVA hydropower plants with low capacity factors to determine potential for addition of pumping stations which would pump water from tailwater to the reservoir. Assessed each site for potential for increasing peak generation including assessment water availability, environment restraints, transmission restraints, and dam safety. The team identified two sites and advanced the design to 10%. Proposed plants would provide 60 and 90 MW of additional peaking power. Developed 10% drawing package and obtained budgetary estimates from pump vendors and developed cost estimates for pumping stations, penstocks, tunnels, ancillary electrical equipment, and transmission upgrades. Client currently plans to advance design for a 90MW pumping station at Fontana Hydro facility with an estimated cost of \$220MM.

#### ■ Confidential Client, Closed Loop Pumped Storage Site Assessment; Pennsylvania.

Marvin served as engineering manager and lead engineer assessing three potential closed loop pumped storage plants in Pennsylvania. Develop conceptual designs for 20 to 40 MW plants included sizing of upper and lower reservoirs, penstock conceptual design, and preliminary cost estimates.

#### ■ SJWD Water District, Lyman Dam Spillway Rehabilitation Project; Wellford, South Carolina.

Marvin served as engineering manager for the redesign and replacement of spillway partially destroyed during a flood. Geotechnical investigation, evaluation of damaged concrete, H&H studies, and detailed design of replacement spillway to current industry standards. Also, includes conceptual design for armoring of the entire embankment.

- **Placer County Water Agency, Dam Safety Program; Foresthill, California.** Marvin served as lead auditor for audit of the agencies dam safety program as required by FERC. Performed inspections of four large dams, reviewed dam safety program documents, interviewed engineering and operation personnel, and develop audit report for submittal to FERC. Report included opportunities for improvement to the dam safety program. Currently, developing revision to the ODSP.
- **TVA, Boone Dam Seepage Remediation Project; Tennessee.** The 160-foot high by 1000-foot long dam is a homogeneous earth fill dam on a karst foundation. A large sinkhole formed near the toe and turbid flow was identified in 2015. For more than two years, Marvin served as senior dam consultant and performed the following activities: performed dam instrumentation evaluations during installation of low and high mobility grout curtains for both seepage and slurry control in preparation for cutoff wall construction. EOR for the engineering design for upstream and downstream berms and the engineering design for floodwall and crest restoration project.
- **CA DWR, Thermalito Complex at Oroville Dam; California.** FERC Part 12 Independent Consultant and Board Member. Serves on the three-member Board of Consultants and as FERC Part 12 Inspector for the Oroville – Thermalito Complex for the California Division of Water Resources. The complex just below Oroville Dam includes three large concrete gravity dams and two embankment dams. Participated in four PFMA's.
- **CA DWR, Cedar, Devil & Quail Dams; California.** Marvin was recently selected as FERC Part 12 IC and Board Member to perform as FERC Part 12 Inspector to perform comprehensive inspections for three DWR dams in Southern California in 2023.
- **City of Columbus Division of Water, O'Shaughnessy Dam; Columbus, Ohio.** FERC Part 12 Independent Consultant. FERC Part 12 Independent Consultant for large gravity dam.
- **TVA, Dam Safety Program; Tennessee.** Marvin served as lead dam safety engineer for the TVA reporting directly to the Dam Safety Officer and Senior Vice President. Responsible program manager for all dam safety inspections, dam performance monitoring, dam safety rehabilitation projects, emergency action plans, and for TVA compliance with the Federal Guidelines for Dam Safety. He was the responsible manager for the selection and management of the external TVA Hydro Board of Consultants which provided semi-annual independent reviews of TVA dam safety projects. Represented TVA on the Interagency Committee on Dam Safety (ICODS). Marvin's role also included engineering manager for \$20MM rehabilitation of outlet works for embankment dam including new low level outlet, penstock rehabilitation, and seismic upgrade of surge tank and intake tower. He also served as engineering manager for evaluation of approximately 100 ft. tall arch dam with major concrete growth issues. Evaluation included extensive instrumentation, overcoring, and calibration of FEA to dam instrumentation.
- **Alcoa Power Generation, Inc. (APGI), Hydro Power Generation.** Project Manager for Balance of Plant (BOP) detailed design engineering for hydro plant upgrade for Cheoah Hydro Plant in North Carolina. Project included both a total switchyard upgrade including a new generator step-up transformers and a nearly total replacement of BOP plant systems for four 22 MW units. Total estimated BOP design cost is approximately \$2.5MM. Project Manager for BOP design responsibilities for Narrows Hydro Plant upgrade and for OCB replacement study project for Calderwood Hydro Plant.
- **Voith Hydro, Hydro Bulb Project.** Marvin served as the project manager for BOP detailed design and engineering for three new hydro bulb projects with a total capacity of approximately 300MW on the Ohio River. Work included the BOP systems, which are included in the turbine/generator contract, including excitation switchgear, protection, auxiliary power, bearing oil, cooling water, and fire protection. Total estimated BOP design cost is \$3.5MM.
- **Pacific Gas and Electric, Hydropower Upgrades.** Marvin was the project manager for approximately 25 hydropower upgrade projects including GSU replacements, exciter upgrades, new runner and wicket gate replacements, fire protection upgrades, governor replacements, PRV upgrades, and switchgear replacements. Total estimated design cost is approximately \$900K yearly.





#### Education

M.S., Geological Engineering

B.S., Geology

B.S., Geological Engineering

#### Registration & Certification

PE, Professional Engineer:  
Colorado, #29127

PG, Professional Geologist:  
Colorado

#### Affiliations

Association of State Dam  
Safety Officials

## Bill McCormick, PE, PG

### CIVIL ENGINEER

Bill has more than 33 years of experience as geologist, engineering geologist, and civil engineer in design and construction of heavy/civil works including dams, pipelines, tunnels, and water treatment plants. Bill has served in roles of designer and resident engineer as a consultant, and as a dam operations engineer for a dam owner. Bill served 18 years with the Colorado Department of Natural Resources including seven years as a dam safety engineer and 10 years as Chief of Colorado Dam Safety. Bill served on the ASDSO Board of Directors including as President. During his time as Chief of Colorado dam safety, Bill led and oversaw a team of 12 dam safety engineers statewide with responsibility for developing and executing a comprehensive dam safety risk management program. Under Bill's leadership, the Colorado Dam Safety Team received an ASDSO National Award of Merit for their efforts in response to the catastrophic September 2013 flooding in Colorado. Bill envisioned and oversaw program improvements including: Development of a GIS model to calculate Population At Risk (PAR) and a Social Vulnerability Index (SVI) using dam failure inundation mapping and US Census data; development of tools to model non-failure operational releases from high hazard dams to identify and prioritize locations of hazardous conditions; developed and executed the CO-NM REPS project to update extreme precipitation estimating tools; improvements to mountain hydrology methodologies through collaboration with Colorado State University faculty and researchers; development and promulgation of updated Dam Safety Rules and Regulations, including risk-based and climate change influenced rules. Bill leveraged these and other program improvements into the 2021 Guidelines for Risk Informed Decision Making (RIDM) for dam safety regulatory decisions in Colorado.

### Representative Project Experience

- **State of Colorado, Colorado Dam Safety – Guidelines for Comprehensive Dam Safety Evaluations (CDSE) Risk Assessments and Risk Informed Decision Making (RIDM); Denver, Colorado.** As project director. Bill began work on risk-informed decision making processes in 2006 using the USBR Risk-Based Profiling System. By 2012, that tool and methods were outdated and obsolete. Between 2012 and 2021 Bill lead the Colorado Dam Safety Team in “learning by doing” and “continuous incremental improvement” approach in development of RIDM tools and methodologies suitable for state dam safety regulatory program decision making. The guidelines and procedures are founded on USBR/USACE Best Practices as well as guidance from dam safety regulators in the state of Victoria, Australia. The methods were evaluated and tested by industry experts and consultants in Colorado. Bill oversaw development of an event tree template library for a range of potential failure modes. The methods were tested through numerous PFMA's and SQRA's where Bill (at different times) acted as facilitator, subject matter expert, and peer reviewer during event tree development and expert elicitations. Bill reviewed and approved numerous PFMA and Risk Assessment reports. Where risks were determined to be unacceptable, reservoir storage restrictions, additional studies to improve confidence, and dam repairs were ordered. Engineering firm personnel across Colorado were educated on the RIDM processes. Dam owners were included in the process, establishing trust and demonstrating the value of RIDM over traditional prescriptive methods. In many cases the RIDM methods established confidence (made the case) for acceptable risks, reducing regulatory directives and in some cases removing long-standing reservoir storage restrictions, saving dam owners money and water and freeing dam safety engineer time for higher priorities.

- **Denver Water, Gross Reservoir Expansion Project; Denver, Colorado.** From 2017 to 2021, Bill served as lead review and approval and was responsible for oversight of statutorily defined design review and approval processes for this project to raise an existing 340-foot-tall concrete dam by 131 feet. The project included state of the art design of a Roller Compacted Concrete (RCC) downstream overlay, abutment buttresses and spillway. Work packages to rehabilitate the primary outlet works and intake trashrack were also reviewed and approved. Collaborated with FERC on the review of this dual-regulated project. Over the course of a three-year design and review process, Bill participated in numerous design workshops, technical working sessions and design and construction PFMA's. Bill built and oversaw a team of six Colorado dam safety engineers participating in various parts of the review based on their technical strengths. Bill reviewed the team's work product to ensure consistency and resolution of all issues identified by members of Colorado Dam Safety, the FERC and the BOC. A notice of "intent to approve" was provided ahead of FERC approval. Key accomplishments included working in a collaborative and respectful setting with the dam owner, program manager, engineer of record, contractor, FERC, and BOC. Reviewing the project through a "workshop-based" design review process enabling an "intent to approve" letter to the owner when the design was complete, saving time and resources as compared to a conventional design review.
- **Northern Water, Chimney Hollow Dam; Loveland, Colorado.** As lead review and approval, Bill oversaw a statutorily defined design review and approval processes for a new off-channel 340-foot-tall asphalt core rockfill dam. Appurtenant structures include a clay-core rockfill saddle dam, a 2100-foot-long outlet tunnel, and a 3,600-foot-long concrete chute spillway. Bill envisioned and developed an innovative design review process where the four members of the Colorado Dam Safety Branch review team were embedded with industry experts hired by the dam owner to form a collaborative "Project Review Board" (PRB). Over the course of the three-year design and review process, Bill participated in numerous design workshops, technical working sessions and design and construction PFMA's. Bill built and oversaw the team of four Colorado dam safety engineers participating in various parts of the review based on their technical strengths. Bill reviewed all the team's work product to ensure consistency and resolution of all issues identified. A letter approving the design for construction was provided at the end of the design process. This was the first "workshop-based" design review process conducted by Colorado Dam Safety. A PRB "Charter" was written to establish the PRB's rolls, responsibilities, work products and associated timelines. The charter was signed by members of the PRB, the Engineer of Record and the dam owner. This established a truly collaborate and successful design and design review effort and saved the dam owner time and resources by reducing the time to regulatory approval by 6 months.
- **State of Colorado, Colorado-New Mexico Regional Extreme Precipitation Study (CO-NM REPS); Denver, Colorado.** Bill acted as Project Director for the CO-NM REPS project. He designed an ensemble approach to the project that included deterministic, probabilistic and dynamical numerical weather modeling approaches to estimate extreme rainfall as a replacement for the outdated NWS HMR methodologies. Bill secured \$1.3 million in grant funding from the CWCB and CDWR; established a partnership with the New Mexico Dam Safety Bureau; secured project review board membership from the USACE, USBR, FEMA, FERC, NRC, USGS and NOAA, CCC, and NMCC; managed four individual contracts; and led seven workshops over a two-year project period. Bill oversaw a seven-volume final project report and development of two new GIS-based tools for deterministic and probabilistic estimation of extreme rainfall. The results from the probabilistic portion of the study were incorporated into risk-based dam safety rules promulgated in 2020. Bill's leadership culminated in incorporation of climate change recommendations from the study being incorporated in the 2020 Rules, with Colorado becoming the first state dam safety program in the nation to include explicit consideration of climate change into their regulatory program. The project received the 2019 CO-LABS Governors Award for High Impact Research.
- **Colorado Parks and Wildlife (CPW), High and Significant Hazard Dam Portfolio, Screening Level Risk Assessment (SLRA); Denver, Colorado.** As the sole Dam Operations engineer for CPW, the single largest dam owner in the state of Colorado with more than 114 dams, Bill recognized the need for a portfolio approach for prioritizing dam safety activities. Bill established a scope of work and secured funding for a Screening Level Risk Assessment (SLRA) of CPW's 36 High and Significant Hazard Dams. The project was started after Bill left CPW to become Chief of Colorado Dam Safety, a sister agency to CPW within the CDNR. As Chief, Bill envisioned a "USACE-type" self-regulatory relationship between CPW and Colorado Dam Safety and as such Bill lead his team in participation as SME's and expert elicitors through 4 consultant-led SLRA workshops. Bill took an unguided CPW dam safety program and set them on a path toward risk-based prioritization for their program. As an innovative regulator under a DNR umbrella, Bill's efforts have led to a reduced risk profile for CPW dams through better coordination, communication and coordinated risk reduction activities.



#### Education

B.S., Civil and Environmental Engineering, University of California Los Angeles

#### Registration & Certification

PE, Professional Engineer: California, #85109

#### Affiliations

United States Society on Dams

## Jason Beard, PE

### SENIOR HYDRAULIC STRUCTURES ENGINEER

Jason is experienced in engineering, project management, construction, and operations and maintenance (O&M) of hydro utility assets and heavy civil/general construction applications. He has direct experience working as a team member in a project matrix environment to complete small- to large-scale O&M and capital projects for hydroelectric generating facilities, dams, spillways, diversions, tunnels, penstocks, Low Level Outlet systems, and other structures.

Jason has detailed knowledge of dam safety engineering practices and potential failure modes, as well as hydro regulatory compliance requirements. He has previously served as a utility owner's Senior Dam Safety Engineer with 20 Federal Energy Regulatory Commission (FERC) Licenses and 39 Dam/Diversions under FERC and/or California DSOD jurisdiction. Jason has a proven track record of performing independent inspections, preparing conceptual project designs & scope of work documents, developing project cost estimates, and executing projects for various hydro assets. Jason has performed inspections of dams with crest lengths over 4,000 feet and dams with heights over 300 feet. He has performed alternative analyses and cost estimating for projects valued over \$14M.

### Representative Project Experience

- **Douglas County PUD, Wells Dam Spillway Upper Gate Leaf Repairs; East Wenatchee, Washington.** The project involved performing technical review of an operational issue identified by the client of an apparent original design flaw in the upper leaf wheeled spillway gate. The issue was validated and detailed out in a formal Technical Memorandum to describe the unique hydraulic loading condition, in an understandable manner, which was causing the abnormal wear to various gate components. Design details for temporary and permanent modifications to the gate were developed to eliminate/resolve the rotational issue occurring during the select operating/loading condition. Jason served as project civil engineer.
- **Douglas County PUD, Wells Dam Spillway Lower Gate Leaf Repairs; East Wenatchee, Washington.** The project involved performing a physical site inspection, with crane supported man basket access, to determine the apparent cause for a failure to a Class 1 Vertical Leaf Wheel Spillway Gate, including drafting a damage assessment report identifying the apparent cause to corrosion and fatigue failure in as-found carbon steel wheel track bolts which initiated the overall operational failure. Jason performed a detailed assessment of the wheel track assembly and the embedded steel components of the gate to determine exact as-built conditions and developed the design details required to repair the damaged wheel track assembly of the spillway gate. Jason assisted a senior mechanical engineer with the analysis of failed roller wheels, bearings and associated components, as well as performed quality control for the mechanical design detailing for the replacement wheels, bearings, axles, and wheel truck assemblies. Jason served as project civil engineer.
- **Northwestern Energy, Cochrane Dam Radial Gate Hoist Replacement; Great Falls, Montana.** The project involves replacing the hoist assemblies for seven radial gates at the Cochrane Dam on the Missouri River. Hoist design includes performance specifications, calculation, and drawings for a skid mount factory assembled hoist, with a single motor and dual gearboxes. Load demand calculations performed resulted

in an increase to the rated capacity of the hoists. An iterative process was required to develop a configuration that would stay within the existing allowable hoist deck structural capacity. A conceptual analysis was also performed for potential online trunnion friction monitoring methods. Jason serves as engineering manager.

- **Idaho Power, Brownlee Dam Spillway Chute Inspection; Cambridge, Idaho.** Jason served as hydraulic structures engineer and performed rope access inspection of the concrete chute slabs of the Brownlee Dam spillway. Developed Technical Memorandum documenting the current spillway condition, issues which may need to be resolved in the near-term and provided input for an overall spillway assessment and long-term repair project. Complete access to the spillway chute above the tailwater pool was limited to rope access only for safe egress. Coordinated and hired specialty subcontractor to perform rope access setup and rescue services (if needed) with SPRAT Level III/II technicians. Developed a complete rescue plan, included staging a boat at the spillway tailwater area, which was approved by BV and Idaho Power safety specialists.
- **Southern California Edison, Big Creek Multiple Floating Debris Barriers; Big Creek, California.** Jason served as project manager and project engineer for the project. The project involved the design and installation of six new floating debris barriers at four different dams within the Big Creek system, as a post-wildfire risk mitigation effort in response to the 2020 Creek Fire. Design of the barriers included O&M considerations for debris removal, access for maintenance, water craft access, avoiding existing project features and other efforts specific at each location to minimize the risk of large floating debris blocking intake structures, flashboard openings, spillway gates, or damaging other project features. The design included grouted anchors in bedrock and concrete foundations with rock and soil anchor tie-backs, as well as fuse links for a controlled failure in an overloading condition and auto release shackles to be able to operate the barriers under load during appropriate debris passing conditions.
- **Southern California Edison, Vermilion Service Spillway Repairs; Lake Edison, California.** Jason was the project manager, project engineer, and quality control manager for the Vermilion Services Spillway project. The project involved concrete repairs to the service spillway chute. Repairs included concrete improvements to multiple areas of the spillway due to thermal expansion damages and freeze-thaw spalling damages. During the project, fatigue cracks in reinforcing steel within the concrete were discovered at select zones, which required more extensive repairs. Coordinated design efforts for a more comprehensive chute slab replacement at the select construction joints where reinforcing cracking was found.
- **Southern California Edison, Huntington Dam 1, Big Creek Dam 4 and Florence Low Level Outlet Valve Replacement Projects; Huntington Lake, California.** As dam safety project engineer, Jason initiated and completed constructability assessments for three separate Low Level Outlet System upgrade projects to determine the most feasible and cost effective approach to replace the existing inoperable valve systems given the potential power generation revenue, environmental concerns, recreational, and seasonal constraints at each location. Developed conceptual designs and project cost estimates to build the project description and obtain funding approval, including incorporating Minimum Instream Flow infrastructure upgrades as required in pending FERC relicensing commitments for each site. Performed initial design development, engineering investigations, and site research for ongoing design efforts being performed by Black & Veatch currently for Dam 1 & Dam 4.
- **Southern California Edison, Shaver Riprap Repair Design; Shaver Lake, California.** As dam safety project engineer, Jason performed site assessments and developed the conceptual design and project cost estimate to build the project description and obtain funding approval. Initiated design with project team to mitigate erosion damage and provide protection measures for the existing upstream geomembrane liner on Shaver Dam. Project included installation engineered riprap fill to the eroded areas of the upstream right abutment of the dam and around the gatehouse building to restore the slope and prevent further wave action erosion.
- **Pacific Gas and Electric Company (PG&E), Hydro Operations & Maintenance Supervisor; Auberry, California.** Jason started as the Operations Supervisor for remote Hydro Facilities Camps and moved to Maintenance Supervisor for 13 conventional Hydro Generation Powerhouses. Coordinated and lead O&M crews and contractors to complete capital and maintenance projects for the powerhouses, dams, water systems, and camp facilities. Worked with project teams, business planner, asset management, and others to develop and execute generation improvement projects.



## Devon McLay, PE

### GEOTECHNICAL ENGINEER

Devon has been working as a geotechnical engineer since 2013. During this time, he has provided dam safety consultation services for several Federal Energy Regulatory Commission (FERC) or State-regulated dam and levee projects. His dam and levee related experience includes design and construction of repairs such as spillway replacement, seepage barriers and lining, and filter buttress; Annual Reports, DSSMR, STID, and Part 12D preparation support; project management; manual and automated instrumentation installation and monitoring; subsurface investigation planning and execution; seepage evaluations; seismic deformation and liquefaction; and slope stability evaluations and mitigation.

### Representative Project Experience

- **City of Spokane, Upriver Dam ODSP Audit; 2018 DSSMR; Training Modules; Spokane, Washington.** Building upon GeoEngineers work from 2008 to 2010, GeoEngineers provided an audit of the owner's dam safety program (ODSP), preparation of the project's annual Dam Safety Surveillance and Monitoring Report (DSSMR), and presentation of project-tailored dam safety training modules. GeoEngineers worked with the Chief Dam Safety Engineer to prepare a resubmission of the project's 2018 DSSMR, which presents an annual summary of observations and instrumentation data to address comments from FERC. The resubmission was accepted by FERC. Following the ODSP Audit, the team identified training materials and documentation as an area for improvement, so Devon helped prepare and present two training modules in a half-day remote learning session for the City's operational staff.
- **City of Centralia, Yelm Hydroelectric Project; Yelm, Washington.** Devon has supported the geotechnical and dam safety engineering services for this 9.1-mile-long FERC-regulated earth fill canal since 2014. He manages the project and has a thorough understanding of the project's history. Devon was instrumental in preparing the 2016 STID updates, which included major revisions to the PFMA, Seismicity and Geology, and DSSMP sections, and prepared the 2019 STID Updates. He has also performed the semi-annual canal embankment inspections and seepage evaluations and prepared the annual DSSMR (2014 to 2021). Devon supported the preparation of the Spillway No. 3 incident repair plans and reviewed field reports documenting the repair construction. In 2020 and 2021, he prepared the design package (report, plans, specifications, design analyses, and QCIP) for the Zone 16 Seepage Mitigation Project and reviewed field reports documenting the construction. The Zone 16 project involved regrading and lining the right slope and canal bottom with an LLDPE liner. He also prepared the design package for the upcoming Zone 18 Shotcrete Repair Project and Zone 26 Stump Mitigation Project. Devon prepared a Drilling Program Plan (DPP) for FERC review for an upcoming drilling project in Zone 27 to gather data for a slope stability model to evaluate static factor of safety, liquefaction susceptibility, and seismic deformation of the embankment.
- **Cascade Water Alliance, Lake Tapps Reservoir – Dam Engineering, Hydrology, and Geotechnical Services; Pierce County, Washington.** Devon is the project manager and has provided support for geotechnical and dam safety engineering services for these 18 State-regulated earth fill dikes since 2014. He started on the project in 2014, observing the construction of the seepage barrier of Dike 3. Since then,

#### Education

M.S., Geotechnical and Geoenvironmental Engineering, University of Colorado at Boulder

B.S., Civil Engineering, University of Colorado at Boulder

#### Registration/Certification

PE, Professional Engineer:  
Washington, #54928;  
Montana, #86362; Idaho,  
#20633; Wyoming, #19209  
Leveraging PFMA to perform  
SQRA (2021)

#### Affiliations

American Society of Civil  
Engineers  
Association of State Dam  
Safety Officials  
United States Society on  
Dams (Committee Member:  
Dam Safety, Embankment  
Dams, Construction and  
Rehabilitation)



Devon has been regularly involved with the evaluations and inspections of the project facilities and development of recommendations and designed repairs. He facilitated the 2019 relative risk assessment workshop of the project dikes and prepared the report. In 2021, he oversaw the development and execution of an exploration program and Dikes 9 and 10 and prepared a conceptual design report, which evaluated the liquefaction susceptibility, seismic slope stability and deformation potential of the existing embankments and provided recommendations for proposed improvements. Devon has extensive experience with the instrumentation at Lake Tapps and has installed an automated instrumentation monitoring system for three of the dikes to automate collection of water level and seepage flow rate data via telemetry. He reviews and evaluates weekly instrumentation and monitoring data, and he prepared the Annual Surveillance and Monitoring Reports from 2015 to 2021. Devon was also the field engineer responsible for observing the sonic drilling through the embankment of Dike 17 for the installation of an inclinometer, vibrating wire piezometer and monitoring well.

■ **Idaho Power Company, Hells Canyon Complex Dams, Brownlee, Oxbow and Hells Canyon; Idaho and Oregon.**

Devon completed a seismic site class evaluation for these three critical Idaho Power dams that form the Hells Canyon Complex. Devon coordinated and worked with a geophysical sub-consultant to complete a 1-D MASW survey of each site to determine the site class. For two of the dams, Oxbow and Brownlee, GeoEngineers also completed a liquefaction evaluation of the foundation materials. For Brownlee Dam, Devon developed a seepage and slope stability model to evaluate the 420-foot-tall rockfill dam's seismic, static and drawdown stability. To inform the model, rockfill samples were collected for laboratory testing to estimate the strength of the rockfill, which varies with depth due to self-weight.

■ **Douglas County PUD No. 1, Wells Dam Hydroelectric Project; Azwell, Washington.** GeoEngineers has provided geotechnical consultation, seismic evaluation and dam safety engineering services for the Wells Hydroelectric Project located on the Columbia River for 13 years. The dam system includes East and West embankments and Hydrocombine (combined concrete powerhouse and spillway) structure. Devon has supported the project manager and associate-in-charge for this FERC-regulated concrete and earth fill dam since 2016. He has evaluated historical inclinometer data of the East embankment; observed and coordinated geophysical testing of the East embankment; and observed sonic drilling and instrumentation installation on the East and West embankments. Devon also developed a method for collecting high-quality photographs of sonic cores and prepared portions of the geotechnical data report.

■ **Northwestern Energy, Cochrane Dam Intake Trashracks Improvements Project Great Falls, Montana.** Devon presented and evaluated several alternatives for improving the intake trashracks at the Cochrane Dam Development. GeoEngineers met with a marine contractor and a trashrack fabricator and rake machine supplier to prepare conceptual designs with budgetary estimates. GeoEngineers completed a 3D structural analysis of the existing trashrack structure to evaluate its design against modern standards. Devon also provided oversight support to the client during a dive inspection of the existing trashracks. The alternatives presented by GeoEngineers gave Northwestern Energy the information they needed to determine the concept that provided the best value for their project. This project is moving into the next phase of design.

■ **Bureau of Reclamation, Bull Lake Dam Spillway Modifications Project; Fremont County, Wyoming.** Devon provided support for the spillway modification project for this 81-foot-high dam owned by the Bureau of Reclamation. Devon designed, coordinated, and completed the installation of three Measurand shape array inclinometers to monitor real-time slope deflection during construction. These shape arrays used MEMS inclinometers spaced closely together (0.5 meters) to generate a casing profile every 15 minutes to warn the owner and contractor of slope displacements in real time while they excavated the new spillway. Devon programmed the Campbell Scientific dataloggers and worked with our internal software development team to send the data via Wi-Fi telemetry to GeoEngineers' Earth Analytics data visualization website. Devon also supported the dewatering specialist during installation of educator wells and observed drilling additional exploratory borings.



## Melanie Walling, Ph.D., PE

### SENIOR SEISMIC ANALYST

Melanie is a scientist with expertise in strong ground motion and seismic hazard evaluations. She has 11 years of national consulting and research experience in seismic hazard analyses and ground motion and is an active contributor to the Next Generation Attenuation (NGA)-Subduction Model Project and contributed to the research of the NGA-West 1 (NGA-W1) Model Project funded by the Pacific Earthquake Engineering Research Institute (PEER). Under NGA-Sub, Melanie developed a subduction duration model (Walling et al., 2018) and under NGA-W1, Melanie developed a site-response model (Walling et al., 2008). Melanie is an active contributor to research on relaxing the ergodic assumption on ground motion models and seismic hazard (Lin et al., 2011; Kuehn et al., 2019a; Kuehn et al., 2019b).

Melanie is responsible for developing project specific seismicity catalogs and performing the seismic hazard analysis and ground motion modeling for performing probabilistic and deterministic seismic hazard assessments. She also conducts seismic hazard related research along with developing seismic hazard software. She has led and assisted with the seismic hazard evaluation for large number of dams and two nuclear power plants and is actively involved in dams, levees, LNG, design-build transportation and pipeline projects across the United States and around the world. Melanie is also a member on the Earthquake Engineering Committee for United States Society on Dams (USSD) and ASCE-7-22 Seismic Subcommittee (task committee TC-01), and an invited guest speaker to Dr. Smith Earthquake Dynamics of Structures Seattle University.

#### Education

Ph.D., Civil Engineering,  
University of California,  
Berkeley

M.S., Civil Engineering,  
University of California,  
Berkeley

B.S., Civil Engineering,  
California Polytechnic  
University

#### Registration/Certification

PE, Professional Engineer:  
Washington, #22004384;  
California (in progress)

#### Affiliations

Earthquake Engineering  
Research Institute

Seismological Society of  
America

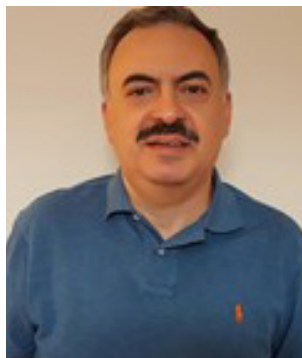
U.S. Society on Dams  
(Earthquake Engineering  
Committee)

### Representative Project Experience

- **Seattle City Light, Skagit Project Seismic Hazard Assessment; Skagit County, Washington.** Melanie was the senior seismic hazard analyst and technical lead for the probabilistic and deterministic seismic hazard analysis for the Ross, Diablo, and Gorge hydropower dams and associated facilities. Melanie prepared and performed the seismic hazard input files and calculations and was responsible for presenting the seismic hazard results in the final report. She was also responsible for updating the project seismicity catalog, assisting with updating seismic source characterization model, including incorporating components of the BCHydro seismic source characterization; performing the QA of the seismic source model by performing seismic hazard sensitivities; developed ground motion time-histories, developed sensitivity ground motion and source characterization sensitivities, and oversaw the final report submitted to FERC in 2020.
- **Seattle City Light, Cedar and Tolt Dam Project Seismic Hazard Assessment; Seattle, Washington.** Melanie served as senior seismic hazard analyst and technical lead for the probabilistic and deterministic seismic hazard analysis for the Cedar and Tolt dams and associated facilities. Melanie prepared and performed the seismic hazard input files and calculations and was responsible for presenting the seismic hazard results in the final report. She was also responsible for updating the project seismicity catalog, assisting with updating seismic source characterization model, including incorporating components of the BCHydro seismic source characterization; performing the QA of the seismic source model by performing seismic hazard sensitivities; developing ground motion time-histories, developing sensitivity ground motion and source characterization sensitivities, and overseeing the final report submitted to FERC in 2020.

- **Hawaii Department of Land and Natural Resources, Seismic Hazard Dams; Honolulu, Hawaii.** Melanie worked with the Gannett Fleming team and USGS, who were in parallel developing an update of their Hawaiian seismic source model and seismic hazard maps. Melanie evaluated a Hawaiian strong-ground motion database compiled by the team with the Next-Generation Attenuation Subduction (NGA-Sub) ground motion models and developed model adjustment to better estimate the Hawaiian strong-ground motions. Melanie is a contributor to the final report that will be submitted to the DLNR.
- **Pacific Gas & Electric (PG&E), Support of Optimized Scenario Seismic Risk Maps Conditioned on PG&E's Non-Ergodic Ground Motion Model; San Francisco Bay Area, California.** Melanie provided technical support to PG&E for developing optimized scenario seismic risk maps from PG&E's non-ergodic ground motion model for the San Francisco Bay area region. Melanie was a team member that developed an optimization program following the Miller and Baker (2015) paper. Melanie worked with the University of California, Los Angeles (UCLA) California Energy Commission (CEC) team to extend the approach to develop California-wide scenario maps. Melanie is continuing to support PG&E risk assessment evaluating the optimized scenario risk maps that were calculated and delivered to PG&E.
- **Douglas County PUD No. 1, Wells Dam Hydroelectric Project; Azwell, Washington.** Melanie performed the probabilistic and deterministic seismic hazard analysis for this hydropower dam on the Columbia River and associated facilities. As the seismic hazard analyst, she prepared and performed the seismic hazard input files and calculations, updated the project seismicity catalog, assisted with seismic source characterization, developing sensitivity ground motion and source characterization sensitivities, and was responsible for preparing the final report to be submitted to FERC and their seismic hazards consultant in 2019.
- **Confidential Client, Planned LNG Export Terminal; Cameron Parish, Louisiana.** Melanie performed seismic hazards assessment of the proposed LNG site. The assessment was conducted in 2018 to provide the analysis required for the Resource Report 6 per the FERC (2017) "Guidance Manual For Environmental Report Preparation For Applications Filed Under the Natural Gas Act" including Appendix 13.I and Attachment 3. The Resource Report submitted to FERC in 2019.
- **National Earthquake Hazard Reduction Program (NEHRP); United States.** Melanie was awarded an NEHRP research grant to develop a non-ergodic induced seismicity ground motion model with Norm Abrahamson and PEER. As ground motion model developer. Melanie evaluated the induced seismicity data compiled in the Oklahoma Region to develop a coefficient varying non-ergodic ground motion model following approach laid out in Landwehr et al. (2016). The final submittals included a path-, site- and source-specific ground motion model and project report submitted to NEHRP in August 2019.
- **Southwestern United States Ground Motion Characterization SSHAC Level 3 Project; Multiple Locations in the Southwest United States.** Melanie was responsible for providing technical support and analysis, including seismic hazard sensitivity studies and data collection of ground motion records that were used to provide guidance for developing the ground motion characterization logic-tree, which was a non-ergodic ground motion model.
- **Nuclear Power Plants; Eastern United States.** Melanie was the primary developer of the nuclear QA seismic hazard software, Total Hazard (THAZ, licensed to Lettis Consultants International, Inc.), that performed the seismic hazard studies of over 41 nuclear power plants in the eastern U.S. The software performed the probabilistic seismic hazard calculations, the hazard fractiles, the hazard sensitivities, and hazard disaggregation. Melanie lead the QA seismic hazard software testing, validation and documentation. Using the THAZ software, she assisted in the hazard calculations of all the nuclear power plants and provided technical guidance on interpreting the results.
- **PG&E, Diablo Canyon Nuclear Power Plant; San Luis Obispo County, California.** As seismic hazard researcher. Melanie developed the first non-ergodic hazard calculation that correctly incorporates the spatially correlated epistemic uncertainty of site-path-source specific ground motion predictions by developing spatially correlated logic trees to capture the uncertainty in the spatial correlation of the path and source effects. She also evaluated spatial coherency on hard-rock for applications to nuclear power plants and the ability of numerical simulations in 3D scattered media to explain the observed spatial coherency across dimensions of large foundations. In addition, Melanie developed the non-linear site amplification used by two Next- Generation-Attenuation (NGA) ground motion prediction models and assisted with developing probabilistic tsunami hazard codes for the site.





#### Education

Ph.D., Structural/  
Earthquake Engineering,  
Kobe University, Japan

M.Sc., Structural/  
Earthquake Engineering, Ain  
Shams University, Egypt

B.Sc., Civil/Structural  
Engineering, Ain Shams  
University, Egypt

#### Registration & Certification

PE, Professional Engineer:  
Washington, #49740;  
Ohio, #70879

## Mostafa El-Engebawy, Ph.D., PE

### SENIOR STRUCTURAL ENGINEER

Mostafa is a registered professional engineer with 32 years of experience in finite element modeling, analysis, and design or rehabilitation/retrofit of complex structural systems including powerhouses and hydropower facilities, hydraulic structures, and fishery engineering structures. He has a solid background in structural systems for buildings, bridges, pipelines, and other underground structures including soil-structure interaction. Analysis includes wind and seismic, simplified and advanced finite elements, static and dynamic, linear and nonlinear, push-over, displacement-response, and time-history. He is experienced in structural design of steel, concrete, masonry, aluminum, shallow/deep foundations, pipelines, tunnels, and shafts using various design codes such as AISC LRFD, AISC ASD, AISC Seismic Provisions 341, IBC, ASCE 7, ASCE 24, ASCE 79, UBC 1997, ACI 318, ACI 350, ACI 530, AWWA M-11, FEMA P-55, FEMA P-259, FEMA 302, FEMA 350, FEMA 361, EM 1110-2-2901, ASME BPVC Section VIII Division 1, etc. Mostafa specializes in seismic behavior of buildings, bridges, and tunnels under high-level ground motions including near-fault effects, with applications to performance-based design. His capabilities include the design and detailing of connections of special moment frames and special concentrically braced frames for large multi-story structures assigned as seismic design category D or higher per AISC 341 and FEMA 350. Hands-on experience prior to joining Black & Veatch includes the Radiological Laboratory/Utility/Office Building at Los Alamos National Laboratory, New Mexico. His previous experiences also include seismic hazard analysis and generation of synthetic rock motions in Central and Eastern United States.

Mostafa's specialization includes modeling, analysis, and design or rehabilitation/ retrofit of complex structural systems; and seismic analysis and design of underground structures including soil-structure interaction.

### Representative Project Experience

- **City of Columbus, O'Shaughnessy Dam Project; Columbus, Ohio.** As finite element analysis and structural evaluation engineer, Mostafa is currently performing three-dimensional finite element modeling and analysis utilizing RISA-3D Structural Software to evaluate two non-overflow box structures when subject to the probable maximum flood that could impact the structural integrity of O'Shaughnessy Dam. Most of the walls of the two structures are unreinforced concrete. The top of the walls were originally attached to a bridge structure back in 1922. However, they were not re-attached to the new bridge constructed in 1992. The 1922 south and north walls of the two non-overflow structures have been strengthened in 1992 by resurfacing them by 12-inch reinforced concrete walls. Performed non-linear analysis in 2021 on the flashboard pins to determine if it is highly probable that the flashboards would be washed downstream when subject to the estimated drag forces at the probable maximum flood elevation. The configuration of the pins subject to incremental hydrostatic loads was investigated utilizing RISA-3D. Reviewed the stability analyses of O'Shaughnessy Dam to determine if sliding along the concrete lift joints at elevations 835.00 and 781.30 are credible modes of failure.

- **Coastal Water Authority (CWA), Lake Houston Dam Spillway Improvement Project (LDHSIP) Project; Houston, Texas.** Mostafa served as the finite element analysis and structural evaluation engineer on this CWA project. The phase of the project provides advancing detailed modeling and analyses of the selected Alternative 4A through a Basis of Design Report (BODR). The structural portion of the BODR included performing three-dimensional finite element analysis and structural evaluation for the existing lightly-reinforced Ambursen-Type Dam Structure composed of an upstream inclined slab, crest beams and slab, all supported on buttresses at 20-ft spacing. Evaluated the sliding and overturning of the buttresses utilizing another finite element model. Manually evaluated the dam's floor slab and beams as well as the load imbalances on each side of a buttress. Modifications of the crest for a 1,000-ft at the west end of the dam has been evaluated including two intermediate construction conditions.
- **TVA, Boone Dam Embankment Seepage Mitigation - Floodwall and Crest Restoration Project; Sullivan and Washington Counties, Tennessee.** As structural engineer, Mostafa developed structural calculations for the analysis and design of the floodwall for four cases: flood loading condition, debris/impact loading condition, earthquake loading condition, and mass roller compaction on the asphalt roadway. Analysis were performed at two levels: the floodwall – cutoff wall interface, and anchors termination level inside the cutoff wall.
- **TVA, Boone Dam Embankment Seepage Mitigation Project; Sullivan and Washington Counties, Tennessee.** From 2016 to 2017, Mostafa served as structural engineer and worked on the structural aspects of the Cutoff Wall Concept and the alternative Grouting Based Remediation Concept. This includes input on PFMA; development of conceptual requirements, design, and details of a tailrace retaining wall to restore Unit 1 to service; development of conceptual requirements, design, and details of a floodwall on the embankment dam crest to protect the embankment from the Probable Maximum Flood overtopping and to allow for future maintenance grouting of the embankment; evaluation of an existing reinforced concrete cable tunnel subject to additional riprap fill from the downstream berm improvements; the design of Redi-Rock retaining wall at the toe of the downstream berm; review slope movements and provide input on sealing the concrete pad joints; and review of the temporary filter berm underwater inspection videos and reports.



#### Education

M.S., Civil Engineering,  
Pennsylvania State University

B.S., Civil Engineering,  
Pennsylvania State University

#### Registration & Certification

PE, Professional Engineer:  
Missouri

## Frank Means, PE

### HYDROLOGY AND HYDRAULICS ENGINEER

Frank has experience in water resources hydrology and hydraulics modelling and design that includes feasibility studies, dam breach analyses, inundation mapping, open channel design, design studies, and hydraulic analyses. Hydraulic designs have been performed for open channels, spillways, canals, bridged waterway structures, vortex drop shaft, rectangular drop shafts, stilling basins pipeline crossings and other hydraulic control structures.

He has performed extensive work with FEMA and the U.S. Army Corps of Engineers with floodplain modelling. Frank has performed numerous dam breach analyses, along with spillway capacity reviews, resulting in producing flood inundation mapping, breach arrival time, and maximum flood depths. He has used HEC-1, HEC-2, HEC-RAS, HEC-GeoRAS, HEC-RAS 2D, HEC-HMS, DAMBREAK, and BOSS DAMBRK to model detailed flooding. Frank has taken his experience and applied it in a Quality Control atmosphere. He has filled the quality control role for numerous floodplain mapping projects, dam breach projects, spillway designs, and other hydraulic control structure analyses.

### Representative Project Experience

- **Ontario Power Generation, Darlington New Nuclear Project; Clarington, Ontario.** As water resources specialist, Frank performed preliminary hydraulic analyses and design for the circulating water structures involved with the proposed once through cooling system for additional units to the nuclear plant. These structures included the offshore water intake, intake tunnel, onshore up shaft, onshore weir discharge structure, onshore discharge shaft, discharge tunnel, and outfall diffuser. Frank worked with the full design team to help optimize sizes, locations, and constructability of the structures. He also reviewed proposed shoreline protection design alternatives.
- **City of Escondido, Lake Wohlford Dam Breach Analysis; Escondido, California.** Frank served as quality control specialist and performed quality control and technical advisor role for the HEC-RAS 2D hydraulic modeling of a Sunny Day dam breach scenario for Lake Wohlford. Frank reviewed dam breach parameters, 2D mesh layout, structure crossings and roughness coefficients. He inspected flood wave inundation, arrival time and depth of flooding. He also reviewed the report, depth of overtopping for approximately 24 stream crossings, and potential flooding of critical structures.
- **Guadalupe-Blanco River Authority, Lake McQueeney/Placid/Nolte/Meadow/Gonzales Flood Risk Study and Mapping; Guadalupe County, Texas.** As quality control specialist, Frank performed quality control and technical advisor role for the HEC-RAS 2D hydraulic modeling for flood risk analysis involving over fifty flow regimes from 5,000 cfs up to the 500-year event (280,000 cfs). He reviewed bridge hydraulics, spillway gate hydraulics, proper usage of channel bathymetry and applicable boundary conditions. His review also included flood inundation maps, velocity heat maps, and full range depth maps, as well as determining potential flood risk of structures.
- **Guadalupe-Blanco River Authority, Lake Dunlap Flood Risk Study and Mapping; Guadalupe County, Texas.** As water resources specialist, Frank performed HEC-RAS 2D hydraulic modeling for flood risk analysis involving over forty flow regimes from 5,000 cfs up to the 500-year event (220,000 cfs). He analyzed different gate levels for Dunlap Dam and downstream McQueeney Dam. His services also included

investigation of bridge hydraulics, proper usage of channel bathymetry, and applicable boundary conditions. Frank developed flood inundation maps, velocity heat maps, and full range depth maps. He also reviewed potential flood risk of structures.

- **Guadalupe-Blanco River Authority, McQueeney Dam and Placid Dam Spillway Rehab and Overtopping Protection; Guadalupe County, Texas.** As water resources specialist, Frank performed hydraulic modeling for upstream and downstream conditions for McQueeney and Placid Dam. He analyzed a full range of flows up to the 75% PMF. He used USACE – HEC-RAS 2D and 1D modules to determine headwater and tailwater elevations, overtopping depths, maximum velocities, and flood inundation limits. Frank worked with 3D hydraulic results for determining proper weir discharge coefficients, spillway crest levels, and gate heights convey design storm flows.
- **Coastal Water Authority, CFD Modeling on Lake Houston Dam Spillway; Harris County, Texas.** Frank served as quality control specialist and performed quality control and a technical advisor role for the computational fluid dynamics (CFD) modeling performed on the Houston Dam Spillway. He reviewed CFD hydraulic model results, HEC-RAS model results, and multiple spillway design modifications using Obermeyer crest gates and a fixed crest spillway. Reviewed constructability and structural stability considerations. He also reviewed the Digital Elevation Model, Manning's roughness coefficients, and increases in downstream scour potential. Frank provided quality control for the report and recommendations.
- **Harris County Flood Control District, Stormwater Tunnel Planning Study; Harris County, Texas.** Frank served as quality control specialist and performed quality control and a technical advisor role for the Houston stormwater tunnel planning study. He reviewed HEC-HMS hydrological files and results and HEC-RAS hydraulic files and results. He also reviewed model calibration, hydrograph generations, peak flow and arrival times, diversion structures, and channel hydraulics. Frank provided quality control on determination of number of structures being flooded, flooding scenario improvements, and high level project costs for different alternatives. He reviewed spreadsheet hydraulic calculation and report.
- **United States Air Force, Barksdale Air Force Base 2D Flood Study; Bossier Parish, Louisiana.** As water resources specialist, Frank performed flood frequency analysis on the Red River and surrounding streams that may have a flooding effect on the Barksdale Air Force Base (BAFB). He performed 2D floodplain modelling using HEC-RAS 2D. He investigated the effects that levees and major bridge structures, along with land use types, had on flood elevations on the BAFB. Involved reviewing Lock and Dam data and bathymetry to ensure proper channel hydraulics were being used. Floodplain inundation maps were produced with maximum water surface elevations.
- **SJWD Water District, Lyman Lake Dam Spillway Rehab; Spartanburg County, South Carolina.** As water resources specialist, Frank performed H/H for a dam whose spillway failed during a large storm event. He used USACE – HEC-HMS to model the watershed for various rainfall depth storms as well as frequency storms such as the, 2, 10, and 100-year storm. He determined inflow hydrograph to be routed through the reservoir and determine maximum lake levels. He used USACE – HEC-RAS to perform a hydraulic analysis of different spillway sizes, stilling basin designs and creating a tailwater rating curve. Frank reported potential lowered lake elevations for providing protection during time period of repairs.
- **Palmdale Water District, Dam Breach Inundation Mapping for Littlerock Reservoir; Los Angeles County, California.** As quality control specialist, Frank performed quality control and a technical advisor role for the Littlerock Dam breach study. He reviewed hydraulic models, dam and spillway characteristics, breach parameters, and flood inundation limits. He reviewed the Digital Elevation Model, manning's roughness coefficients, and modeled river structures. Frank provided quality control for inundation maps, arrival times, water surface profiles, and flood depths.
- **San Francisco Public Utilities Hetch Hetchy Water & Power, O'Shaughnessy Dam Spillway Condition Hydraulic Assessment; San Francisco, California.** As water resources specialist, Frank analyzed the side channel spillway using unsteady HEC-RAS with a lateral weir approach. He used a spreadsheet analysis for portions of the side channel weir overflow as well as confirm the HEC-RAS results. He considered submergence effects of the weir and overtopping of the main dam. Analyzed the constriction of the downstream arch bridge as water submerged the structure. Used Lidar data, construction as-builts, and GIS tools for determining the geometry of the structures and downstream channel. Developed a stage discharge rating curve for the spillway with pertinent velocity information.



## Mark Molinari, LG, LEG, LHG

### PRINCIPAL ENGINEERING GEOLOGIST



#### Education

M.S., Geology, University of Nevada-Reno

B.A., Geology, University of California, Santa Barbara

#### Registration/Certification

LG, Licensed Geologist;  
LEG, Licensed Engineering Geologist; LHG, Licensed Hydrogeologist;  
Washington, #351

PG, Professional Geologist:  
California, #4483; Utah,  
#10566510-2250

CEG, Certified Engineering Geologist: California, #1412

#### Affiliations

Association of Environmental & Engineering Geologists (Past President)

Seismological Society of America

Geology Society of America

Mark has been providing technical services and project management for engineering geology, hydrogeology, and geologic and seismic hazards projects throughout the U.S., including Alaska and Hawaii, and internationally for 38 years. He specializes in active fault and seismic source characterization, geologic and geomorphic mapping, landslides and other geohazards evaluations, hydrogeologic assessments, and LiDAR and remote sensing interpretation. He has evaluated geologic and seismic hazards for hydropower, water supply and tailings dams, gas-fired power plants and cogeneration facilities, and oil & gas pipelines, offshore platforms and LNG terminals. Recent FERC or WA-DSO regulated seismic hazard analysis projects in Washington include the Seattle City Light Skagit, Tolt and Cedar Falls Hydroelectric Projects, the Douglas County PUD Wells Hydroelectric Project, and Tacoma PUD Cushman Dams 1 and 2.

### Representative Project Experience

- **Seattle City Light and Seattle Public Utilities, Cedar Falls and South Fork Tolt River Dam Projects; King County, Washington.** Principal-in-Charge and prepared an updated seismic source model for site-specific probabilistic and deterministic seismic hazard assessments (PSHA and DSHA) for two hydropower/water supply dams and associated facilities in the Cascade Mountains foothills in eastern King County. The source model for the previous Skagit River Hydroelectric Project dams was expanded south to the Washington-Oregon border and east-southeast to the Columbia River to incorporate the western Columbia Basin and Yakima Fold and Thrust Belt (YFTB). The expanded source model incorporated pertinent sources and data from the USGS 2014 and 2018 National Seismic Hazard Maps as well as regional PSHAs completed in 2012 (Jack Benjamin & Assoc., 2012) for the Mid-Columbia Basin dams and in 2014 (PNNL) for the Hanford Site. In addition, a desktop assessment and interpretation of LiDAR was conducted to assess the Rattlesnake Mountain fault that is in close proximity to the Cedar Falls dam. PSHA/DSHA reports for each dam were submitted to FERC (South Tolt) and Washington State Dam Safety (Cedar Falls) in 2021.
- **Seattle City Light, Skagit River Hydroelectric Project; Whatcom County, Washington.** Principal-in-Charge and developed an updated seismic source model for a site-specific PSHA and DSHA for three hydropower dams on the Skagit River and associated facilities. The site-specific seismic hazard assessment was conducted to update the 1992 seismic study for the dams. New geologic, paleoseismic, geodetic and seismologic data and research for potential seismic sources in the project area were incorporated in the source model. Source data included the US Geological Survey 2014 and 2018 National Seismic Hazard Map source, a regional PSHA completed in 2012 for BC Hydro's dams, and extensive new geologic and paleoseismic fault studies that post-date the data used in the USGS and BC Hydro models. A LiDAR-based desktop assessment of mapped geologic faults near the dams was performed to assess if there is evidence of post-glacial displacement such that one or more faults should be added as a seismic source. The updated source model and associated ground motion analyses are presented in a PSHA and DSHA report that was peer reviewed by an independent consultant, submitted to FERC in 2020 and approved by FERC in 2022 with minimal comments.



- **Douglas County PUD No. 1, Wells Dam Hydroelectric Project; Azwell, Washington.** Mark prepared an updated seismic source model for site-specific PSHA and DSHA of this hydropower dam on the Columbia River and associated facilities. The site-specific seismic hazard assessment was conducted to update the 2012 Mid-Columbia Basin PSHA and a 2016 site specific PSHA by GeoEngineers based on the Mid-Columbia study. The purpose was to incorporate new seismologic studies on the 1872 North Cascade earthquake as well as paleoseismic, geodetic and seismologic data and research for potential seismic sources in the project area. The updated source model and associated ground motion analyses are presented in a PSHA and DSHA report that was peer reviewed by an independent consultant prior to submittal to FERC in 2019, who had only a few minor comments on the report.
- **Confidential Client, Planned LNG Export Terminal; Louisiana.** Mark prepared a geologic and seismic hazards assessment in the vicinity of the proposed LNG site. The assessment included a surface fault rupture study consisting of geologic interpretation of LiDAR and constructing structural geologic cross-sections to assess growth faulting at and near the LNG site. Developed the seismotectonic model for the PSHA. The assessment was conducted in 2018 to provide the required geologic/seismologic data and analysis required for the Resource Report 6 per the FERC (2017) “Guidance Manual For Environmental Report Preparation For Applications Filed Under the Natural Gas Act” including Appendix 13.I and Attachment 3. The Resource Report was submitted to FERC in 2019 and received minimal comments.
- **Teck, Red Dog Mine Tailings Dam; Alaska.** Mark prepared a seismic source model for a PSHA and geologic interpretation and structural geologic cross-sections used for static and dynamic deformation modeling of a planned expansion of a tailings dam. Integrated extensive geotechnical boring data, including downhole optical and acoustic televiewer logs, with mapped surface geology and geologic structure at the site. Used readily available geologic maps and interpretation of aerial photographs/satellite imagery to perform desk-top assessment of evidence for late Pleistocene and Holocene (post-glacial) surface faulting in the site region and a regional earthquake swarm that occurred in 2014. Subsequently, conducted helicopter reconnaissance and interpreted imagery/maps generated from digital elevation data to prepare more detailed mapping of faults, lineaments and Quaternary geology to serve as basis for future field investigation.
- **LADWP, North Haiwee, South Haiwee and Tinemaha Dams; California.** Mark completed seismic source characterization and development of seismic source models for deterministic seismic hazard analysis of two existing earthfill water supply dams and a planned new dam in Owens Valley, California. Conducted detailed geologic mapping and field investigations to evaluate the 1872 earthquake rupture and potential for future surface faulting on the Owen Valley fault zone at the Tinemaha dam site, and the potential for surface fault rupture and other geologic hazards at the two Haiwee dam sites. Provided technical guidance on and field review of a multi-trench fault study for the new dam and internal peer review of the fault trenching reports submitted to the California Division of Dam Safety.
- **National Institute of Building Sciences, Probabilistic and Deterministic Seismic Hazards and Fault Assessment; Guam.** Mark reviewed pertinent available geologic and seismologic maps, reports and scientific literature to develop seismic source characterization (SSC) for an island-wide model for a PSHA and DSHA for Guam. Interpreted LiDAR of the island and near shore marine area for evidence of known and potential Quaternary faults and uplift in support of the SSC. Conducted field investigation to assess the lineaments, faults and uplifted marine terraces identified. The PSHA/DSHA were used to provide updated ground motions for use designing U.S. military facilities on Guam per the ASCE 7-10 standard. The report was reviewed and accepted by USGS, ACOE, and external peer-reviewers.
- **LNG Marine Terminal Sites, Probabilistic Seismic Hazards Assessments; California.** Mark evaluated regional geologic, tectonic, GPS and seismic data to develop a regional seismic source models for PSHAs for potential LNG marine terminal sites in Long Beach Harbor and Humboldt Bay. The projects were performed for the two companies proposing the projects. The Long Beach Harbor report was submitted to FERC reviewers who had limited minor comments.
- **Critical Facilities, Geologic and Seismic Hazards Assessments; California.** Mark performed geohazards studies and/or developed source models for seismic hazards assessment for multiple schools and hospitals, several proposed cogeneration power facilities, proposed municipal and low-level radioactive waste disposal sites, three offshore oil & gas platforms and the new Los Angeles Police Department Headquarters. The projects were located throughout southern California, and in the Central Valley and Central Coast regions.



## King Chin, PE

### PRINCIPAL GEOTECHNICAL ENGINEER



#### Education

M.S., Geotechnical Engineering, Washington State University

B.S., Civil Engineering, Washington State University

#### Registration/Certification

PE, Professional Engineer: Washington, #38761; Alaska, #12801; Oregon, #85322PE; California, #C80359; Louisiana, #38473; South Carolina, #32617; Arkansas, #17742; Kentucky, #32732

#### Affiliations

American Society of Civil Engineers

Geo-Institute

Seismological Society of America

Earthquake Engineering Institute

King has been providing geotechnical engineering services in the Pacific Northwest, across the U.S. and internationally since 1998. He leads the Performance-Based Engineering and Risk Analysis group at GeoEngineers, and his primary focus has been on numerical modeling, site response and liquefaction assessments, seismic hazards analysis, earthquake engineering, soil-structure interaction analysis, and performance-based design. King is proficient with seismic hazard assessments and development of site-specific response spectra and associated earthquake time histories for use in the design of structures. King has involved in stability and seismic design analyses of dams and embankments since 2002 including Douglas County Wells Hydroelectric project, Yelm Hydroelectric project, Lake Tapps project, and City of Spokane's Upriver Dam. He participated in the FERC workshops for Mid-Columbia Basin led the 2016 seismic analysis for the Douglas County PUD Wells Hydroelectric Project and is responsible for the site-specific seismic hazard analysis, liquefaction mitigation and developing a risk informed framework and approach fulfilled FERC's requirements.

King has been involved in more than 50 peer reviewed projects to develop design ground motions per ASCE 7 and scenario earthquakes associated with shallow crustal faults such as Spencer Canyon, Seattle, Tacoma, and South Whidbey Island (SWI) faults and the Cascadia Subduction Zone. 10 of these peer-reviewed projects in the last five years used FLAC dynamic analyses using either the effective stress model, UBCSAND or PM4Sand, to more realistically and reliably assess the effects of soil liquefaction on slopes and structures, especially for depths greater than 60 feet. King has served on National Science Foundation review panel to evaluate geotechnical earthquake engineering and was on the SEAW earthquake reconnaissance team investigating the post-earthquake and tsunami damages caused by the M9.0 2011 Great East Japan (Tohoku) Earthquake. King brings highly technical and innovative approaches to projects. Many of his projects have required extensive collaboration with project teams to resolve complex technical issues related to soil-structure interaction and earthquake loading.

### Representative Project Experience

#### ■ Douglas County PUD No. 1, Wells Dam Hydroelectric Project; Azwell, Washington.

King served as the geotechnical earthquake engineering and liquefaction subject matter expert on the seismic embankment stability and deformation performed as part of probable failure mode analysis from 2008 through 2019. King represented Douglas County PUD and was involved in the Mid-Columbia Seismic Source Characterization Study and Risk Informed Decision-Making FERC workshops since 2010. He also performed the risk informed seismic analysis pilot study that incorporated embankment fragility curves for Wells Dam embankments that was submitted to FERC. King was also Principal-in-Charge of the updated site-specific seismic hazard assessment completed in 2019 that incorporated the new seismologic studies on the 1872 North Cascade earthquake as well as paleoseismic, geodetic and seismologic data and research for potential seismic sources in the project area. He also played a key role in the development of the site exploration and testing program completed on the east embankment for liquefaction assessment including the use of iBPT and geophysical survey methods, which was approved by FERC and completed in 2019. King also performed the preliminary soil liquefaction analysis using the subsurface soil information and provided conceptual liquefaction mitigation options.

- **Seattle City Light, Skagit River Hydroelectric Project; Whatcom County, Washington.** King provided technical review of the updated site-specific seismic hazard assessment completed for three hydropower dams on the Skagit River and associated facilities. The site-specific seismic hazard assessment was conducted to update the 1992 seismic study for the dams. The updated site-specific seismic hazard assessment incorporated new geologic, paleoseismic, geodetic and seismologic data and research for potential seismic sources in the project area. The new source model incorporated pertinent sources and data from the U.S. Geological Survey used for the 2014 and 2018 National Seismic Hazard Maps as well as a regional PSHA completed in 2012 for BC Hydro's dams, as well as extensive new geologic and paleoseismic fault studies that post-date the data used in the USGS and BC Hydro models. The updated source model and associated ground motion analyses are presented in a PSHA and DSHA report that was peer reviewed by an independent consultant and will be submitted to FERC in 2020.
- **Cascade Water Alliance, Lake Tapps Reservoir – Seismic Retrofit Design and Risk Analyses; Pierce County, Washington.** King was the Principal-in-Charge for the seismic design and risk analysis performed for 18 earthen dikes that are part of the Lake Tapps reservoir system. King led and provided technical oversight for the site-specific ground motion study, seismic analysis, ground improvement design and the system wide seismic risk assessment completed for the project. Specifically, King provided seismic design evaluations for the seismic strengthening and seepage cutoff trench constructed at Dike 3. King also developed the risk informed decision-making framework used to evaluate system wide risk assessment to prioritize future seismic upgrade projects for Lake Tapps. King also facilitated the risk workshop attended by Cascade Water Alliances staff and the operation and maintenance subcontractors to assess the relative risk of the different dikes from normal operation and seismic conditions.
- **Puget Sound Energy, Tacoma LNG Facility; Tacoma, Washington.** King served as Principal-in-Charge for seismic ground motion analysis and ground improvement design for the Tacoma LNG project that includes construction of an approximately eight-million-gallon LNG storage tank that is seismically-base isolated. Site-specific probabilistic seismic hazard analyses, including nonlinear site response analyses, were completed to define the seismic design criteria and to evaluate the effects of soil liquefaction including lateral spreading during the design earthquake events per NFPA and IBC building codes, including the M9 Cascadia Subduction Zone (CSZ) earthquake. Ground improvement program consisting of concrete columns embedded 100-feet into the soft to medium stiff soils, designed to create a reinforced soil block supporting the foundations of the LNG tank and structures. Earthquake time histories representative of the seismic hazard dominated by the M9 CSZ sources were developed per Chapter 17 of ASCE 7-10 code. The kinematic soil-structure interaction (SSI) effects per Chapter 19 of ASCE 7-16 were also incorporated in the seismic design of the base-isolated foundation system of the LNG storage tank.
- **Confidential Client, Remediation Excavation Design Analysis near Mississippi River Levee; Louisiana.** King oversaw the 3D numerical modeling completed for the support of excavation work (SOE). The SOE system consisted of designing sheet pile walls to allow for the remediation operations to occur in a dry setting. We completed an extensive slope stability analysis (using the USACE computer program "Stability with Uplift" using the Method of Planes, and GeoStudio's computer software SLOPE/W using the Spencer's Method) to demonstrate that the proposed excavation and remediation activities would maintain stability of the T-wall and river back according to USACE standards. The sheet pile walls were designed to support an excavation depth of up to 15 feet, 10 feet of hydrostatic differential water pressure and the wave loads from the Mississippi River. We also performed a gap analysis to check the stability of the sheet pile wall under the excavation conditions where hydrostatic forces and wave loads on the flood side of the sheet pile produce a gap. Lastly, we completed detailed 3D numerical modeling evaluate the sheet pile wall deformation during excavation under dewatered conditions with full hydrostatic pressure and wave load to evaluate the soil-structure interaction effects. The results of the 3D numerical modeling were used to confirm the results of the slope stability analyses and to support our conclusion that the gap analysis is not a realistic mode of failure under the excavation condition.





#### Education

B.S., Geology, Virginia  
Polytechnic Institute and  
State University

#### Registration & Certification

CEG, Certified Engineering  
Geologist: California, #2680  
PG, Professional Geologist:  
California, #8958

#### Affiliations

United States Society  
on Dams

## Megan Puncke, CEG, PG

### ENGINEERING GEOLOGIST

Megan is an engineering geologist in Black & Veatch's Walnut Creek, California office. Her experience includes project management of large dam seismic retrofit projects and leading the geologic interpretation during dam construction projects. Additionally, she has overseen subsurface investigations for dam, tunnel, pipeline projects, and development of associated data reports, baseline reports, and specifications. Megan was recently selected by the CA Department of Water Resources to serve as the Instrumentation SME for the upcoming 2023 Thermalito Complex Part 12 CA.

#### Representative Project Experience

- **Pacific Gas & Electric, Dam Safety Program; California.** From 2020 to 2022, Megan served as Surveillance and Monitoring Program Lead for PG&E's Dam Safety Program. Her primary responsibilities included overseeing the development and implementation of the annual DSSMP/Rs, coordinating settlement and specialty surveys annually, overseeing the use of DamWatch for dam safety inspections and instrumentation data collection, and implementing new EAP device verification procedures.
- **CA DWR, Part 12D P-2426 South State Water Project; California.** Megan is currently serving as the Project Manager for Black & Veatch's Part 12D Board of Consultants contract for the South State Water Project.
- **CA DWR, RM-04 Long-term Investment Plan; California.** Megan served as the dams data analyst, supporting the development of a 20-year budget forecast of capital rehabilitation, replacement, and maintenance costs for State Water Project assets.
- **San Francisco Public Utilities Commission, Calaveras Dam Replacement Project – Construction Management Services; Sunol, California.** Megan served as the project manager for Black & Veatch's CM Services. The project involves the construction of a new 220-foot tall zoned earthfill embankment downstream of the existing structure, a new spillway, and new outlet works. CM services include field contract administration, quality assurance inspection for all aspects of construction, environmental compliance monitoring, and air monitoring related to naturally occurring asbestos.
- **Santa Clara Valley Water District, Dam Seismic Retrofit Program – Project Management; San Jose, California.** Megan served as the Project Manager for Black & Veatch's Project Management Consultant (PMC) contract. The PMC is responsible for providing project management services for four dam retrofit projects at Anderson Dam, Calero Dam, Guadalupe Dam, and Almaden Dam. Services include assisting SCVWD in the delivery of the Projects by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner; coordination with SCVWD staff, as well as consultant teams to address the planning, design, and environmental permitting for the projects; coordination with external stakeholders, including FERC, the California Department of Water Resources Division of Safety of Dams, an independent Board of Consultants, Santa Clara County, City of Morgan Hill, and various state and federal environmental resource agencies. Additionally, the PMC is responsible for managing a risk program on the Anderson Dam project. As such, Megan participated in multiple PFMA workshops and risk management workshops.

- **TVA, Boone Dam Seepage Mitigation Project; Kingsport, Tennessee.** Megan served as the Geology Lead on Black & Veatch's QA team during the Drilling and Grouting Program. Monitored day to day drilling activities, coordinated with field staff, QA of the geologic logging of each grout hole, adjusting grout hole depths, providing support in writing Field Orders, non-conformance reports, and responses to RFIs. She supported B&V's design team in for the seepage mitigation project. She maintained interpretive geologic sections and coordinated development of a 3D geologic model and worked to transition the 3D model to GIS. Megan also worked with the client to maintain an online data collection and distribution system with multiple user interfaces.
- **Santa Clara Valley Water District, Anderson Dam Seismic Retrofit Project; San Jose, California.** As geologist, Megan lead the effort to write three preliminary geotechnical investigation plans for the designers to use. She compiled data from all existing geologic and geotechnical investigations and provided on-site coordination and inspection for the Phase 1A and 1B geotechnical investigations. Megan also assisted in reviewing the designer's geotechnical data report and proposed plan for additional investigations.
- **Pacific Gas & Electric, Penstock Asset Management; San Francisco, California.** Megan served as geologist and supported the Penstock AM program by writing penstock instrumentation plans, survey schedules, and the long-term plan for continued monitoring. Performed a review of the existing database and updated with missing data. She assisted in determining public safety impacts at each penstock.
- **Pacific Gas & Electric, Penstock Geohazard Asset Management; San Francisco, California.** As geologist, Megan managed the penstock geohazard AM program. This included reviewing existing reports, developing a plan for updating geohazard documentation for each penstock, and long-term procedure and inspection schedule for penstocks based on severity of identified geohazards. She oversaw the geohazard inspection program, which involved managing multiple consultants. She created a database of penstock geohazard information.
- **San Francisco Public Utilities Commission, Calaveras Dam Replacement Project – Construction Management Services; Sunol, California.** As geologist, Megan was responsible for overseeing the geotechnical investigation prior to construction, which aimed to classify hard rock and clay core material in the two borrow areas onsite, establish the base of an existing landslide on the right abutment, and to determine the ground conditions at the main disposal site, located along the Calaveras Fault. She oversaw confirmation coring from deep soil mixing and assisted with geotechnical investigations performed as part of the foundation grouting program and on the left abutment.
- **City of Austin, Jollyville Transmission Main; Austin, Texas.** Megan served as geologist and assisted in writing the Geotechnical Data Report, Geotechnical Baseline Report, and the Geotechnical Design Memorandum for a 6.5 mile-long, seven-foot diameter deep rock tunnel with four shafts. Tasks included creating boring and well logs, analyzing laboratory test data and in-situ field test data, performing groundwater inflow calculations, and creating interpretive geotechnical and geological profiles along the tunnel alignment.
- **Metropolitan Water Reclamation District of Greater Chicago, Thornton Composite Reservoir – Groundwater Protection System; Thornton, Illinois.** Megan was the geologist and assisted in the geotechnical investigation for the Groundwater Protection System. Tasks included logging rock core, packer testing, the installation of six Westbay Multi-Level Monitoring Wells, and collecting a baseline round of groundwater levels from the multi-level wells. She assisted in writing the Geotechnical Data Report and the Alternatives Evaluation Report. She also supported detailed design and preparation of contractual documents for the grout curtain selected as the Groundwater Protection System.



#### Education

M.S., Civil Engineering,  
University of Wisconsin

B.S., Civil Engineering,  
University of Wisconsin

#### Registration & Certification

PE, Professional Engineer:  
Washington, #48467;  
Idaho, #18859;  
Missouri, #026209;  
Wisconsin, #28921;  
Michigan, #6201044888;  
New Jersey, #4606500;  
Maryland, #35502;  
Kansas, #23648;  
Texas, #133829

SE, Structural Engineer:  
Oregon, #72426PE;  
Illinois, #081-005536;  
Nevada, #016048;  
Utah, 5619600

## Todd Schellhase, PE, SE

### TECHNICAL ADVISORY PANEL AND TECHNICAL SPECIALIST

Todd is a structural engineer with more than 30 years of experience performing structural analysis and design for numerous hydropower and hydraulic structures projects of varying size and complexity. He has significant experience inspecting existing structures, evaluating their condition and designing structural improvements to extend the structure's useful life. Todd has also designed several bridges, the most notable being a 1,234-foot-long multispan highway bridge for the Republic of El Salvador.

#### Representative Project Experience

- **Eugene Water & Electric Board, Carmen-Smith Powerhouse Rehabilitation; Eugene, Oregon.** Structural Engineer. Prepared structural design, plans and specifications, for replacement of turbine shut-off valve, repair of tunnel liner, replacement of draft tube gates, and structural modifications to support removal and replacement of all major electrical equipment within the powerhouse and switchyard equipment and structures located on the roof of the powerhouse.
- **CA DWR, Thermalito Part 12; Oroville, California.** Todd served as the large gate subject matter expert at three one-week PFMA Workshops for three hydro-electric system components downstream from Oroville Dam.
- **Guadalupe-Blanco River Authority, Lake Dunlap Spillgate Replacement and Dam Armoring; Seguin, Texas.** As structural engineer and gate designer, Todd detailed the design for dam armoring and replacement of the three bear trap gates at the Dunlap Dam Spillway.
- **Guadalupe-Blanco River Authority, H-5 Spillgate Replacement; Seguin, Texas.** Todd served as the structural engineer and gate designer. He detailed the design for replacement of the two bear trap gates at the H-5 Dam Spillway.
- **Guadalupe-Blanco River Authority, H-5 Spillgate Replacement Preliminary Design Report; Seguin, Texas.** As structural engineer and project manager, Todd provided evaluation of all six dam spillways in the Guadalupe Valley Hydroelectric System and developed a plan to replace gates at all six dams over a multi-year program.
- **Metropolitan St. Louis Sewer District, Branch, Baden, Harlem, and Mill Creek Pump Station Gates; St. Louis, Missouri.** Todd served as the structural engineer and gate designer. The St. Louis pump station projects include replacement or rehabilitation of 18 flood control large gates and associated hydraulic actuators. The gates are part of the Mississippi River flood protection system protecting the City of St. Louis. Todd developed gate and actuator procurement documents as well as design/build tender documents.
- **Pacific Gas & Electric Company, Pit 6 Dam Spillway Stilling Basin Rehabilitation; California.** As lead structural engineer, Todd performed structural analysis for rehabilitation of 90,000 cfs hydraulic jump stilling basin. The design included raising the training walls and restoring and replacing floor blocks and steel cladding of areas with high potential for cavitation.

- **We Energies, Twin Falls Hydroelectric Project, Powerhouse Redevelopment; Iron Mountain, Michigan.** As engineering manager, Todd is performing multi-discipline design coordination and structural analysis for a new powerhouse. The powerhouse will contain two vertical Kaplan turbines and generators with a total capacity of 9 MW. The project also includes a new 16,000 cfs gated spillway, upgrades to the existing dam and decommissioning of an existing powerhouse.
- **The Empire District Electric Company, Riverton Power Station Dam, Lowell Spillway Rehabilitation; Riverton, Kansas.** As engineering manager, Todd was responsible for design of a new wall for an existing spillway. The new concrete gravity wall, 18 feet tall by 60 feet long, sits adjacent to and reinforces the existing circa 1904 spillway wall.
- **Pacific Gas & Electric, Drum 2 Powerhouse, Penstock No. 3 Dresser Coupling Replacement; Placer County, California.** Todd served as senior engineer and researched replacement coupling options, interviewed potential suppliers, prepared reference documents for potential suppliers, and made coupling supplier recommendation for Dresser coupling replacement on an existing 72 and 78-inch O.D. steel penstock.
- **Portland Water Bureau, Bull Run Dam No. 2 Intake Towers Selective Withdrawal Modifications; Sandy, Oregon.** Todd served as structural reviewer and reviewed the design of structural modifications to two existing 140-foot-high concrete intake towers in a high seismic zone. The proposed improvements add three levels of new slide gates to each of the towers mounted on the upstream face of new structural steel wet wells. Modifications will allow flood flows up to 2,000 cfs yet conserve colder reservoir water for downstream fish habitat during warmer periods. Structural design involved use of detailed finite element models of the existing and modified towers and a sophisticated displacement stability analysis.
- **Puget Sound Energy, Lower Baker Unit 4 Powerhouse; Concrete, Washington.** Todd served as senior structural engineer and performed structural analysis and design of a 1,000 ft power tunnel and new powerhouse to contain one 30 MW Francis turbine and generator.
- **PacifiCorp Energy, Tainter Gates 1-13 Inspection Report Review, Copco No. 1 Development, Klamath River Hydroelectric Project; Copco, California.** As senior structural engineer, Todd reviewed gate inspection report to provide recommendations on the actions required to ensure the continued functionality and safety of the thirteen 14-foot-tall by 14-foot-wide wide radial gates.
- **PacifiCorp Energy, Tainter Gates 1-5 Inspection Report Review, Yale Hydroelectric Project; Cougar, Washington.** Todd served as senior structural engineer and reviewed gate inspection report to provide recommendations on the actions required to ensure the continued functionality and safety of the five 42'-9" tall x 39' wide radial gates.
- **San Francisco Public Utilities Commission, Kirkwood Penstock; Tuolumne County, California.** Todd served as structural reviewer. He provided quality control review of foundation stability analysis for an existing 92-inch penstock from Hetch Hetchy reservoir to Kirkwood hydroelectric plant.
- **PacifiCorp Energy, Penstock Steel Thickness Evaluation, Copco No. 1 Development, Klamath River Hydroelectric Project; Copco, California.** As senior structural engineer, Todd evaluated the structural adequacy of the existing steel thickness of two 10-foot and one 14-foot diameter steel penstocks.
- **PacifiCorp Energy, Tainter Gates 1 & 2 Inspection Report Review, Swift No. 1 Hydroelectric Project; Cougar, Washington.** Todd served as senior structural engineer and reviewed gate inspection report to provide recommendations on the actions required to ensure the continued functionality and safety of the two 51'-7" tall x 50' wide radial gates.



#### Education

Ph.D., Civil Engineering,  
University of Kansas

Lic., Civil Engineering,  
University of Costa Rica

#### Registration & Certification

PE, Professional Engineer:  
Kansas, #22217

#### Affiliations

American Society of  
Civil Engineers

## Pablo Gonzalez-Quesada, Ph.D., PE

### HYDROLOGY AND CFD MODELING

Pablo has more than 18 years of water resources engineering experience and has been involved in a wide variety of water resources engineering projects. He has worked in hydrologic and hydraulic modeling of rivers, open channels, and hydraulic structures. He has also performed CFD modeling of rivers and hydraulic structures. He has performed hydraulic analysis and designs for canals, intakes, spillways, gates and gated spillways, stilling basins, stormwater sewer systems, culverts and outfall structures. He has performed dam failure analysis and dam hazard assessments. He is trained in PFMA and Semi-Quantitative Risk Analysis (SQRA).

### Representative Project Experience

- **Idaho Power, Hells Canyon Complex, Oxbow and Brownlee Spillways; Idaho and Oregon.** As water resources engineer, Pablo is in charge of CFD hydraulic modeling aimed at evaluating the hydraulic performance of the Oxbow Dam and Brownlee Dam spillways. He developed a discharge rating curve for the Oxbow fuse plug spillway. CFD modeling included determining slab uplift pressures induced by high velocity flows over offset joints.
- **Northern Colorado Conservancy District, Glade Reservoir Preliminary Design; Colorado.** Pablo served as water resources engineer and directed hydrologic and hydraulic modeling aimed at sizing the proposed canal, diversion structure and emergency discharge spillway. HEC-HMS was used for hydrologic modeling. HEC-RAS was used to evaluate hydraulic conditions during operation of the canal, forebay and pump station. Dam breach analysis using HEC RAS 2D was also performed to determine the hazard class of the proposed forebay to Glade Reservoir. He performed hydraulic design of the diversion structure, canal lateral spillway, and diversion gates.
- **Pacific Gas & Electric, Spillway Project Hydraulic Analysis, CFD; California.** Pablo was the water resources engineer in charge of CFD hydraulic modeling aimed at evaluating, using CFD, the hydraulic performance of the North Battle Creek, Lake Valley, Round Valley, Lake Fordyce, Butt Valley, and Philbrook spillways. CFD modeling is being used to evaluate the hydraulic capacity of the spillways and as a design aid for proposed spillway improvements. Performed hydraulic calculations to design different spillway alternatives. The spillways for the six dams have different configurations and include free discharge and gate-controlled spillways.
- **Guadalupe-Blanco River Authority, GVHS Flood Risk Mapping and Modeling; Texas.** Pablo served as engineering manager and water resources engineer. This work involves using 1D/2D HEC RAS to determine flood risks along the Guadalupe River reaches that encompass GBRA's Guadalupe Valley Hydroelectric System. This work includes modeling, inundation mapping, and FEMA flood risk database submittals, all seeking to better understand the impacts of flooding in and around the system. Modeling will include a series of flood events combined to spillway settings to accurately depict flood risks throughout the system.
- **NAVFAC, Barksdale Airforce Base, Probabilistic Flood Hazard Analysis.** Pablo was the engineering manager in charge of the hydrologic and hydraulic modeling performed to determine flood levels for the project. The analysis included probabilistic flood hazard analysis to place the finished floor elevation of the new facility above the 100-year flood and to provide flood protection up to the 2,500-year flood. Flood



frequency analysis was performed based on historical USGS data to estimate flow rates that would be expected during the 100-year and 2500-year floods. A HEC RAS 2D model of the Rd River and tributaries was developed to determine flood levels within the Base.

- **Guadalupe-Blanco River Authority, GVHS Gate Breach Inundation Mapping and Modeling; Texas.** As engineering manager and water resources engineer, Pablo performed a gate failure risk analysis for McQueeney, Placid, and Nolte dams. This analysis consisted of determining the extents of inundation, flow depths and flow velocities that would result from a “sunny day” failure of the gates. The analysis was performed using HEC-RAS 2D. The HEC-RAS model geometry was defined by developing a seamless terrain model based on available lidar and bathymetric data. Additional information extracted from the model results includes animations of flood progression over time and water level hydrographs at key locations.
- **Guadalupe-Blanco River Authority, Lake Dunlap Dam Spillway Rehab; Texas.** As the water resources engineer, Pablo directed hydraulic analysis and river modeling performed for the preliminary design of the proposed hydraulically actuated crest gates and dam armoring on the downstream embankment. These gates would replace the three existing bear trap style crest gates at Lake Dunlap Dam. The design effort included a detailed hydraulic analysis of the proposed crest gates to ensure equivalent capacity compared to the existing gates. HEC RAS 2D was used to define flow split conditions between the crest gates and overtopped sections of the Lake Dunlap Dam and to define tailwater conditions.
- **San Francisco Public Utilities Commission, O’Shaughnessy Dam Spillway Condition Assessment; Yosemite National Park, California.** Pablo was the water resources engineer who performed hydrologic modeling to determine the spillway design flood for the O’Shaughnessy Dam. Modeling involved complex hydrologic conditions that because of large changes in elevation resulted in having to account for snow accumulation, rain over snow and rain occurring simultaneously within the watershed. The modeling effort included calibration based on three events and simulation of the spillway design flood. Assisted in the evaluation of the spillway hydraulic capacity.
- **Los Angeles Department of Water and Power, Boulder Canyon Pump Storage; Los Angeles, California.** As water resources engineering lead, Pablo developed an unsteady flow hydraulic model of the Colorado River downstream of Hoover Dam, from Willow Beach to Lake Mohave. Evaluated flow and water levels along the reach modeled under existing conditions and proposed operations associated with the Boulder Canyon Pump Storage project.
- **City of Atlanta, Hemphill Reservoirs 1 and 2 Dam Breach Analysis; Georgia.** Pablo was water resources engineer and directed hydrologic and hydraulic modeling required to produce dam breach inundation maps required as part of the Emergency Action Plan (EAP) which was prepared by others. Analysis includes dam breach modeling and flood routing using a 1D-2D coupled hydraulic model.
- **New York City Department of Environmental Protection, Honk Falls Dam; New York.** As water resources engineer, Pablo directed hydrologic and hydraulic modeling required to define the spillway design flood and to produce dam breach inundation maps aimed at defining the Dam Hazard Classification per State of New York regulatory requirements. Analysis includes dam breach modeling and flood routing using a 1D-2D coupled hydraulic model.
- **Xcel Energy, Prairie Island and Monticello Nuclear Generating Plants Flood Hazard Reevaluation; Minnesota.** As water resources engineer, Pablo coordinated a team of engineers, meteorologists and GIS professionals tasked with preparing the Flood Hazard Reevaluation Report for both the Prairie Island and Monticello Nuclear Generating Plants (PINGP and MNGP) in response to the Nuclear Regulatory Commission Near-Term Task Force Recommendation 2.1. analyzing flood hazards. The objective of the work was to determine potential flooding due to the probable maximum flood (PMF) and dam breaches in the Mississippi River and local intense precipitation at the existing power plant. Calculated the probable maximum precipitation (PMP) for the watershed to the power plant and performed snowmelt calculations associated with the snow season PMP. Performed the flood analysis caused by the PMP driven local intense precipitation (LIP) event. Also in charge of performing 2D hydraulic modeling to evaluate flood impacts using XP-SWMM/TUFLOW.



## Dave Lauder, PE

### SENIOR GEOTECHNICAL ENGINEER



#### Education

M.S., Civil Engineering  
(Geotechnical Engineering),  
University of Oklahoma

B.S., Civil Engineering,  
University of Oklahoma

#### Registration/Certification

PE, Professional Engineer:  
Washington, #42304;  
Idaho, #13209

#### Affiliations

American Society of  
Civil Engineers

Dave is a senior engineer in GeoEngineers' Spokane office with nearly 20 years of experience providing geotechnical engineering on a variety of municipal projects throughout the Inland and Pacific Northwest. Dave has extensive experience and responsibility providing project scoping, project management, analysis, and completion of geotechnical evaluations and reports. Dave's project experience spans a number of public sector projects including roadways and bridges, design of embankments and earth dams, buildings, pedestrian trails, stormwater facilities, and other related infrastructure. Dave has completed more than 80 projects directly for the City of Spokane and is aware of local procedures. He brings an in-depth understanding of subsurface conditions throughout the City of Spokane. He also has a strong commitment and understanding of how to help local jurisdictions that typically have limited resources.

### Representative Project Experience

#### ■ U.S. Forest Service, Azurite Mine Rock Dam; Okanogan County, Washington.

Dave served as project manager of geotechnical engineering services in support of Cascade Earth Sciences design of a cap at the Azurite Mine located within the Mt. Baker-Snoqualmie National Forest in Whatcom County, Washington. We evaluated soil and groundwater conditions at the site as a basis for reviewing preliminary plans developed by a third party, and developed alternative geotechnical recommendations. We analyzed the global static and seismic stability of existing and proposed slopes; and completed analysis, design and specifications for a reinforced slope. We also completed a stability evaluation of the proposed liner system and provided recommendations for design of the cap including recommendations for site grading and specifications for the geomembrane and geotextiles.

#### ■ Avista, Phase I/II ESA and Geotechnical Investigation, Proposed Post Falls Landing Park; Post Falls, Idaho.

As geotechnical project manager, Dave completed a geotechnical engineering evaluation at the Post Falls Landing Park (PFLP) located at 305 North Spokane Street in Post Falls, Idaho. He conducted the geotechnical evaluation concurrently with GeoEngineers' Phase I and II Environmental Site Assessment (ESA) services. He provided recommendations for design and construction of the proposed PFLP, addressing site grading, wood waste fill, and retaining walls to support the hardscape and surcharge loads.

#### ■ Avista and City of Spokane, Huntington Park Renovation; Spokane, Washington.

As geotechnical project manager, Dave provided geotechnical engineering services during renovation of Huntington Park, located between City Hall Plaza and the Spokane River. Dave oversaw subsurface explorations and provided geotechnical engineering recommendations that supported the park improvements and surrounding infrastructure. Improvements included pathways and an access road, retaining walls, interpretive signage and art sculptures, and outdoor viewing and seating areas for year-round public usage. Dave also helped analyze and arrange for safe disposition of small

amounts of slightly contaminated soil that was discovered during the park excavation.

- **Washington Department of Fish and Wildlife, Spring Lake Dam, Geotechnical Dam Stability Study; near Marengo, Washington.** Dave completed slope stability and seepage analyses during the proposed rehabilitation of Spring Lake Dam in Columbia County, Washington. The site of the existing dam and proposed rehabilitation is situated on the west side of the Tucannon River. Spring Lake Dam, which impounds a 6-acre lake, was constructed in 1955 and consists of an approximate 10-foot-high, 700-foot-long earthfill embankment with a 10-foot crest width. We provided recommendations for earthwork and dam embankment rehabilitation based on subsurface exploration, laboratory testing, and engineering analyses.
- **Douglas County, Proposed Stormwater Detention Pond, Subsurface Exploration in support of Design; East Wenatchee, Washington.** Dave completed slope stability analysis and provided design recommendations in support of the design of the proposed Canyon A regional detention pond in Douglas County, Washington. The proposed detention pond included an earth fill embankment dam. We provided geotechnical parameters for use in design of the earthfill embankment, and a temporary shoring system, which was installed prior to construction of a permanent retention system. We also analyzed slope stability to evaluate potential influence of surface and groundwater on stability of natural slopes during various conditions, including rapid drawdown. We evaluated the potential for seepage through the proposed dam embankment and provided recommendations for mitigation of such seepage.
- **City of Spokane, Riverfront Park Redevelopment; Spokane, Washington.** Dave serves as geotechnical project manager and is providing on-going geotechnical engineering services during redevelopment of Riverfront Park in Spokane, Washington. He continues to work closely with City staff and the design teams on an expedited schedule to assess geotechnical and environmental conditions at the project sites, and develop cost-effective solutions meeting technical and regulatory requirements and protecting public safety. The redevelopment includes multiple new structures, new recreation areas, access roads, interpretive signage and walking trails. To date, he has provided geotechnical engineering recommendations for the Looft Carousel, Ice Ribbon, U.S. Pavilion, and North Bank Playground projects.
- **City of Spokane, Centennial Trail – Summit Boulevard; Spokane, Washington.** Dave served as geotechnical project manager and managed geotechnical investigation, conducted slope stability analysis and provided recommendations for design and construction of retaining walls to support a new section of the Centennial Trail through a neighborhood in Spokane overlooking a steep slope. Site geologic conditions consist of high-energy gravel flood deposits, with cobbles and boulders.
- **City of Spokane, Post Street Bridge Replacement over the Spokane River, Spokane, Washington.** As senior geotechnical engineer, Dave completed geotechnical engineering services during the validation phase of the proposed Post Street Bridge Replacement project. He provided recommendations for design and construction of the proposed replacement bridge and abutment walls, based on review of existing information, subsurface exploration and analytical testing of soil samples, and engineering analyses. In addition to evaluating the potential of re-using the existing foundations, Dave evaluated the bearing capacity of new foundations on soil and in rock and estimated quantities of possible fill soil and debris located at the site.
- **Yakima County Public Works, South Fork Tieton Fish Passage Study and Design; Tieton, Washington.** As geotechnical engineer, Dave supported the investigation of several alternatives that allow for a stable road access across the river alignment. Identified multiple conceptual alternatives and developed a final conceptual design and provide design and construction recommendations for a new bridge. Subsurface conditions consisted of a mixture of high-energy alluvial deposits containing cobbles and boulders, low-energy fine-grained alluvial sediments, and bedrock.
- **Spokane County, Bruce Road Bridge Replacement; Spokane County, Washington.** Dave served as geotechnical project manager and completed a geotechnical engineering evaluation for replacement of the existing Bruce Road Bridge in Spokane County, Washington. The existing bridge was constructed circa 1970s, was about 42 feet long and 55 feet wide. Dave provided recommendations for site preparation and fill placement to reduce settlement of approach embankments overlying soft, compressible soil. He also provided driven pile design and installation recommendations based on site exploration, laboratory testing and engineering analyses.



## IDENTIFY THE ROLES, TECHNICAL DISCIPLINES, AND LEVEL OF EXPERIENCE REQUIRED TO ACCOMPLISH THE ENTIRE SCOPE FOR SUPPORTING TEAM MEMBERS WHOSE NAMES AND RESUMES ARE NOT AVAILABLE FOR THIS PROPOSAL

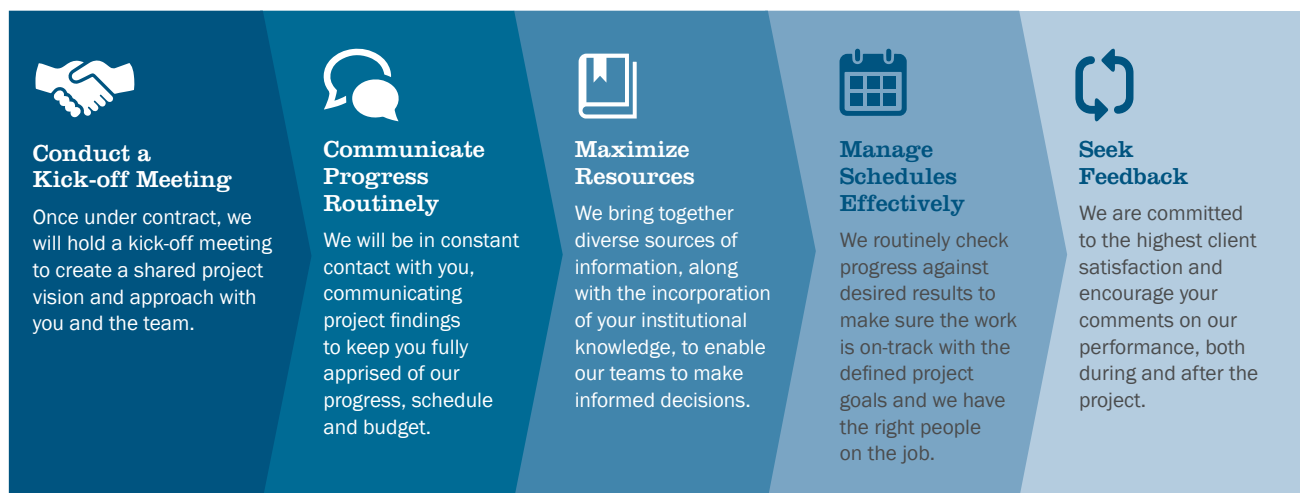
In addition to the dedicated core team identified above, GeoEngineers has 25 local staff who are familiar with the City's geologic, ecological, and hydrogeologic conditions throughout the area. We have demonstrated the ability to mobilize to City project sites within a matter of hours and can do so on this contract. We also have more than 200 staff in Washington, and we integrate the strong technical skills of our multidisciplinary staff to generate and analyze innovative approaches. With more 10,000 employees and more than 100 offices worldwide, Black & Veatch also has a vast breadth and depth of resources available to the City.

Additionally, while Frank Means will lead the H&H analyses effort that may be required as part of the Pre-Inspection Analysis team, he will be supported by an additional licensed engineer with 5-10 years of experience to perform the required analyses. To ensure that all formatting requirements are met, and that documentation of our deliverables is clear and compelling, we also have a technical writer available to support the team. We will have a dedicated Project Accountant, Leslie Thom, to regularly coordinate with the City and provide budget updates as necessary.

## Management Proposal

GeoEngineers and Black & Veatch's core values include providing unparalleled service to our clients and demonstrating absolute integrity in all we do. Key to living these values involve setting the foundation for successful project management through communication, collaboration, safety, and utilizing resources wisely. We are certain this comprehensive group of professionals we have assembled can accommodate this contract since we are a proven, efficient, high-performing team that has years of experience performing dam safety inspections and gaining approval from FERC.

We will utilize the steps described below throughout the project to achieve these project management commitments and ensure we are meeting your project goals.



## UNDERSTANDING OF THE CITY'S SCHEDULE REQUIREMENTS AND ABILITY TO COMPLETE THE SCOPE ON TIME

Our team understands that the scope of work will be completed in phases as proposed by the City. We also understand that FERC deadlines are not suggestions. If the project is not completed on time, it is not completed. The GeoEngineers and Black & Veatch team have a unique combination of knowledge, resources, and local presence to deliver a successful project on time.

The schedule on the following page highlights how we plan to accomplish each of the tasks within the timeframe. We have broken down our schedule into our three teams.



## APPLICATION OF RESOURCES

**The GeoEngineers and Black & Veatch team have the capacity, availability and technical ability to make this contract a success.** This contract will be managed out of GeoEngineers' Spokane office with support from our Tacoma, Redmond, and Seattle offices. We have more than 200 staff in Washington. **GeoEngineers' Spokane office is less than five miles from the Upriver Dam. On a moment's notice, our team can be onsite to address projects goals and needs that arise.** With more than more than 10,000 employees and more than 100 offices worldwide, Black & Veatch also has a vast breadth and depth of resources available to the City.

The application of these resources will be determined by our team leaders identified in the organization chart in the technical proposal: Lyle Stone, Project Manager; Devon McLay, Pre-Inspection Analysis Team Leader; Jeff Bair, Independent Consultant and IC Team Leader; and Marvin Cones, ODSP Team Leader. Each leader has the authority to allocate and redistribute our robust resources.

## CHANGE MANAGEMENT APPROACH

Our change management approach has been developed to manage any adjustments in scope, schedule, or budget. Our approach is centered on establishing clear goals for schedule and deliverables while maintaining flexibility in the scope to achieve those goals within budget. As project manager, Lyle will be responsible for project and change management. Specific processes we will implement include:

### Scope

We will scope large tasks at the beginning for the project at the team level (Pre-Inspection Analysis team, IC team, and ODSP team). As we learn more about the project, we will define formal and specific sub-task items that will achieve City goals within the expected budget for each team.

### Budget

Large complex projects that span over multiple years will inevitably encounter unknowns and changes that could affect the budget. While it is desirable to understand these unknowns and the potential impacts to the budget, it is inefficient to budget for every possibility. The challenge a project manager and owner's representative face is how to establish a fair and reasonable budget with an appropriate contingency but not letting that contingency become a slush fund to disguise poor project management.

**We propose establishing a contingency reserve, managed jointly by GeoEngineers' and the City's Project Managers, for Phase's I and II.** These are the time and materials phases. The budget for the contingency reserve is established during scoping by identifying risks, outside factors, and unknowns that could require additional effort. For each risk our task leads provide what the budget impacts could be and the likelihood of that occurring. We then use that risk register to account for some portion of those contingencies. Continuously updating the risk register and tracking the contingency reserve as we complete tasks and learn more about future tasks allows us to adjust long before there are budgeting issues that could impact project objectives.

For the Phase II portion of the project, we understand that this is a firm fixed price type contract. In Phase II, there are significantly fewer outside risks. For this phase we will draw on Black and Veatch's extensive experience completing Part 12D Inspections under the new guidelines, PFMA workshops, and L2RA workshops to establish a reasonable and appropriate budget.

To provide up to date budget data, GeoEngineers uses Deltek Vision®, an Integrated Project Accounting System (IPAS), that we can securely access anywhere with an internet connection. This system enables our Contract and Task Manager(s) to view project costs (based on labor hours recorded on timesheets, plus equipment, mileage and reimbursables), which are accrued on a daily basis and rectified weekly. The budget status for each project is posted on our Contract/Task Manager's dashboard when they log in each morning.

We will also have a dedicated Project Accountant, Leslie Thom, to regularly coordinate with the City and provide updates as necessary. We can adjust our billing schedule to match grant reporting deadlines, as required.

With each new project or work assignment, we set up an independent project number and track time and expenses to that work. We can produce daily, weekly or monthly summaries and invoices with detailed supporting documentation. If desired, this information can be made available for the City Project Manager to view through a secure permission section of our project websites.

Each of our independent project numbers can be set up to track specific and unique actions and subtasks. This can be especially effective when budgets are constructed with multiple funding sources and specific tracking requirements are required. Our accounting system is very flexible, and we find solutions to track budgets in a manner specific to funding requirements and clients' requests.

### Schedule

As depicted at the beginning of the management proposal, our team has developed a schedule in Microsoft project. This Gantt chart is based on the schedule outlined in the RFQ with some additions for clarity. We have built sufficient float into the schedule to account for unknowns. By tracking project progress with this tool, we can identify risks to the schedule and critical path tasks.

## PROJECT TEAM RESPONSIBILITY AND LINES OF AUTHORITY

Our project team responsibility is summarized in Table 2 starting on page 15 of the SOQ. Lindsay, Principal-in-Charge, will have prime authority for the work and will provide for final technical review of all document and work products. Lyle will be responsible for day-to-day operation and coordination of the teams. Lines of authority will flow down from Lyle to our team leaders as illustrated in the organizational chart on page 14. Our team leaders are responsible for coordinating and executing each phase of the project. The goal of our project team is to provide you with the best service possible.

## COMMUNICATION/COLLABORATION WITH CITY STAFF

Collaboration is at the forefront of our vision of success and why we have many return clients and recurring on-call agreements with state and local agencies. We will conduct our work as if we are a member of the City of Spokane staff. The approach can be distilled down to three key elements:

**Anticipate:** We begin with the end point in mind so we can proactively meet the project needs. We understand the importance of vision and preliminary planning when facing limited project budgets and we know how to function as an integral part of your team to deliver creative, cost-effective solutions. The important first step in this process will be to listen to understand project background, your goals, challenges, opportunities, and any other important considerations to keep in mind during the project.

**Advocate:** We will adjust scopes, schedules, deliverables to make sure the project timelines are met and will provide experienced personnel to complete tasks efficiently to manage costs. We will work with your staff to make sure we best represent the City to other decision makers and the general public.

**Appreciate:** We sincerely appreciate what the City of Spokane does for our communities. We will work to gain your confidence by demonstrating predictability, professionalism, and responsiveness. We always stay within our scope and budget, and if the project requires adjustments, we will collaborate with Public Works to determine an appropriate course of action.

GeoEngineers is also committed to responsiveness. Responsiveness can show up in any number of ways—returning calls, answering questions, being flexible in requests for information that may not have been anticipated and generally being available to the City whenever needed. We will keep you aware of project developments, work as an extension of City staff, listen carefully to issues, questions and concerns and provide strategic and technical feedback to refine project strategies and approaches.

## QUALITY MANAGEMENT

### *Quality Assurance Plan*

Integral to project management is quality management. Our team's approach to quality is captured in our quality management system (QMS). We use the QMS to direct, control and monitor our business processes, including the services we deliver to clients. The QMS is documented in an interactive online manual referenced by all team members and includes detailed policies, processes, procedures, and work instructions to foster a common understanding of work expectations.

Quality assurance encompasses a system including planning and control. Our team strives to ensure that every client benefits from a quality project from inception through completion.

Our QMS system addresses QA/QC and includes activities embedded in task execution, such as independent verification of calculations and deliverables during the design phase. Quality assurance encompasses a system that includes random auditing to ensure that the quality plan is being executed, and that feedback on processes that have worked well are reinforced and documented.

### *Quality Assurance for Valuable Deliverables*

Our overarching plan is to manage the team to produce the highest quality deliverables that meet your expectations. The following briefly describe the steps that will be taken to ensure quality control of the work being performed. Critical quality assurance activities in providing you valuable deliverables include:

- Ensuring top-notch and experienced management
- Planning, coordinating, and communicating effectively
- Guaranteeing that the Project Manager knows the status of the project at all times
- Assigning competent and responsible team members who have open and effective communication with clearly defined goals, understand the constraints, and are provided with adequate tools and resources to deliver sound/defensible products for all submittals
- Recognizing that quality improvement is a continuous process that involves all team members
- Ensuring that reports, engineering summaries, cost estimating products, and presentation materials are accurate and defensible when reviewed by the City

Our team brings years of experience performing dam safety inspections and we fully understand what is expected by FERC during the Part 12D Inspection process so that the City will be in full compliance and gain maximum value from the process.

## References

Our only measure of success is client satisfaction. Listed below are references that can confirm our ability to successfully meet our clients' needs and schedules on dam safety projects. We encourage you to contact them.

**TABLE 3. LIST OF CONTRACTS WITHIN THE LAST THREE YEARS**

REFERENCE NAME & TITLE	AGENCY	CONTACT INFORMATION	RELEVANT WORK AND CONTRACT PERIOD
<b>GeoEngineers</b>			
Patty Page, PE Chief Dam Safety Engineer	City of Centralia	360.330.7512 ppage@cityofcentralia.com	Yelm Hydroelectric Project 1996 – Present
Henry Chen, PE, PMP Engineering and Capital Projects Director	Cascade Water Alliance	425.283.0367 hchen@cascadewater.org	Lake Tapps Reservoir 2011 – Present
Taryn Sass Civil Engineering Supervisor	Seattle Public Utilities	206.850.9737 taryn.sass2@seattle.gov	Skagit Hydroelectric Project 2019
Brandan Vavrek Senior Dam Safety Engineer	Seattle City Light	206.549.7211 brandan.vavrek@seattle.gov	Tolt Dam Project 2020 - 2022
<b>Black &amp; Veatch</b>			
Randy Richardson Plant Director, Energy Center/Ozark Beach	Liberty Utilities	417.439.0151 randy.richardson@libertyutilities.com	Ozark Beach Part 12D Inspection 2022 – Present
Kyle Dushane, PE Chief Dam Safety Engineer	Placer County Water Agency	530.367.6715 kdushane@pcwa.net	PCWA FERC Dam Safety Program Audit and Update of ODSP 2021 – 2022
David Panec Emergency Preparedness Program Manager	CA DWR	916.653.0772 david.panec@water.ca.gov	P-2426 South State Water Project Part 12D Inspections 2014 – Present  Oroville-Thermalito Complex Part 12D Inspections 2018 – Present
Stephen Kinsley Dam Safety Coordinator	City of Columbus	614.645.5035 srkinsley@columbus.gov	O'Shaughnessy Dam Part 12D Inspections 2019 – Present
Michael Winters, PE	Dominion Energy	804.273.2376 michael.j.winters@dominionenergy.com	Mt Storm Lake Dam Inspection, PFMA, and EAP Tabletop 2020 – 2021

“GeoEngineers was selected as our consultant after a very competitive public bid process. They were excellent to work with and seemed to have great comradery in their team. I particularly appreciated that they held many meetings with myself and other City staff to go over the details of their results and discuss any concerns that we had. They spent an extraordinary amount of time in discussion with me to make sure that I completely understood the finished results and was satisfied with their methods. Their final report was detailed and well written, and we had very few comments. Their work on the Skagit project was so good that we hired them to do similar work for two of our other facilities.”

Taryn Sass, City of Seattle, Seattle City Light [re: Skagit Hydroelectric Project Seismic Hazard Assessment]



**TABLE 4. THREE SPECIFIC REFERENCES**

REFERENCE NAME & TITLE	AGENCY	CONTACT INFORMATION	PROJECT WORK AND RELEVANCY TO PART 12D UPRIVER DAM PROJECT
Patty Page, PE Chief Dam Safety Engineer	City of Centralia	360.330.7512 ppage@cityofcentralia.com	GeoEngineers has provided dam safety consultation services to the City of Centralia for the Yelm Hydroelectric Project for 20+ years. In 2020-2021, GeoEngineers supported the City and their IC during the Part 12 Inspection. Geoengineers attended the SQRA and PFMA workshops because of our extensive project knowledge to provide information to the IC. GeoEngineers has performed seepage/stability analyses, seismic hazard analyses, and designed repairs to the canal embankment. We have also prepared updates to the project STID.
David Panec Emergency Preparedness Program Manager	California DWR	916.653.0772 david.panec@water.ca.gov	Black & Veatch has been retained to perform the three most recent Part 12 Inspections of the P-2426 South State Water Project dams, including the 2014, 2019, and 2024 inspections. In 2014 and 2019, Jeff served as the FERC IC and a DSRB member for the dam safety inspection services of Cedar Springs Dam, Elderberry Forebay Dam, Pyramid Dam, Quail Lake Dam, and Devil Canyon Dam. The scope included participation in several weeks of PFMA workshops for each facility and a Level 2 Risk Assessment for Pyramid Dam.
Kyle Dushane, PE Chief Dam Safety Engineer	Placer County Water Agency	530.367.6715 kdushane@pcwa.net	Black & Veatch was retained to perform an audit of PCWA's dam safety program as required by FERC. The team performed inspections of four large dams, reviewed dam safety program documents, interviewed engineering and operation personnel, and developed the audit report for submittal to FERC. Currently developing revision to the ODSP.



Thank you!

On behalf of GeoEngineers and Black & Veatch, and as primary contacts, we want to thank you for considering us to help you on this project. We appreciate the opportunity to provide our statement of qualifications and share our capabilities. If you have any questions, please contact us.

Lyle Stone, PE, GE, Associate Geotechnical Engineer  
253.722.2443  
lstone@geoengineers.com

Megan Puncke, CEG, PG, Engineering Geologist  
913.458.9870  
punckemk@bv.com



# Appendix A

SOQ Acronyms Cheat Sheet



## SOQ ACRONYMS

- AISC – American Institute of Steel Construction
- ASCE – American Society of Civil Engineers
- ASDSO – Association of State Dam Safety Officials
- BOC – Board of Consultants
- BOD – Basis of Design
- CA – Comprehensive Assessment
- CA- PIPR - Comprehensive Assessment Pre-Inspection Preparation Report
- CAR – Comprehensive Assessment Report
- CDSE – Chief Dam Safety Engineer
- CFD – Computational Fluid Dynamics
- CM – Construction Management
- CSZ – Cascadia Subduction Zone
- DPP – Drilling Program Plan
- DSHA – Deterministic Seismic Hazard Analysis
- DSO – Dam Safety Office
- DSSMP - Dam Safety Surveillance and Monitoring Plan
- DSSMR - Dam Safety Surveillance and Monitoring Report
- EAP – Emergency Action Plan
- EOR – Engineer of Record
- ESA – Environmental Site Assessment
- FEMA – Federal Emergency Management Agency
- FERC – Federal Energy Regulatory Commission
- FLAC – Fast Lagrangian Analysis of Continua
- FOS – Factor of Safety
- GIS – Geographic Information Systems
- GE – Geotechnical Engineer (licensed)
- HEC-HMS – Hydraulic Engineering Center Hydrologic Modeling System
- HEC-RAS – Hydraulic Engineering Center River Analysis System (1D, 2D, 3D modelling software developed by USACE)
- H&H – Hydraulics and Hydrology
- IBC – International Building Code
- IC – Independent Consultant
- ICODS – International Committee on Dam Safety
- L2RA – Level 2 Risk Assessment
- LiDAR – Light Detection and Ranging
- LIP – Local Intense Precipitation
- LNG – Liquid Natural Gas
- LRFD – Load and Resistance Factor Design
- MSE – Mechanically Stabilized Earth

- Mw – Moment Magnitude
- NAVFAC – Naval Facilities Engineering Systems Command
- NEHRP – National Earthquake Hazard Reduction Program
- NGA – Next Generation Attenuation (ground motion prediction models)
- ODSP – Owners Dam Safety Program
- PAR – Population at Risk
- PE – Professional Engineer (licensed)
- PFM – Potential Failure Mode
- PFMA – Potential Failure Mode Analysis
- PGA – Peak Ground Acceleration
- PI – Periodic Inspections
- PIP – Part12 Inspection Plan
- PMF – Probable Maximum Flood
- PMP – Probable Maximum Precipitation
- PSHA – Probabilistic Seismic Hazard Analysis
- QA/QC – Quality Assurance/Quality Control
- QCIP – Quality Control Inspection Plan
- QMS – Quality Management System
- R – Rupture Distance
- RCC – Roller Compacted Concrete
- REPS – Regional Extreme Precipitation Study
- RIDM – Risk Informed Decision Making
- RISA – Rapid Interactive Structural Analysis (structural engineering software)
- SEAW – Structural Engineers Association of Washington
- SE – Structural Engineer (licensed)
- SLRA – Screening Level Risk Assessment
- SME – Subject Matter Expert
- SOQ – Statement of Qualifications
- SQRA – Semi-Quantitative Risk Assessment
- SSGAC – Senior Seismic Hazard Analysis Committee
- SSC – Seismic Source Characterization
- STID – Supporting Technical Information Document
- TBD – To Be Determined
- TVA – Tennessee Valley Authority
- USACE – United States Army Corps of Engineers
- USBR – United States Bureau of Reclamation
- USGS – United States Geological Survey
- USSD – United States Society on Dams
- WA-DSO – Washington Dam Safety Office



[www.geoengineers.com](http://www.geoengineers.com)

March 29, 2023

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

Attention: Jeanne Finger

Subject: Proposed Scope and Fee Estimate  
Phase I of Part 12D Inspection  
City of Spokane  
Upriver Dam  
Spokane, Washington  
File No. 0110-203-00

## **INTRODUCTION AND PROJECT UNDERSTANDING**

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This proposed scope and fee estimate is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, preliminary review of documents provided by the City and communication with City personnel following the award of the project.

GeoEngineers has teamed with Black & Veatch (BV) as a subconsultant to provide a complete team with the depth of experience, bench of independent consultants (ICs) and technical knowledge commensurate with the requirements of the Upriver Dam's 9th Part 12D Inspection.

We understand the Federal Energy Regulatory Commission (FERC) has required that the City complete a Comprehensive Assessment (CA) in accordance with the updated Chapter 16 of the Engineering Guidelines for Part 12D inspections. Additionally, an Owner's Dam Safety Program (ODSP) audit will be completed concurrently with the inspection by an independent team. The project has been organized by the City into three Phases. Phase I will include the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, ODSP and pre-inspection analyses. The purpose of Phase I is to organize and plan for the work to be completed in Phase II. Phase II will consist of executing the plan developed and approved during Phase I culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phase III will include the follow-up investigations, evaluations, and resolution of comments/recommendations provided by FERC on the Phase II reports. This proposal includes only the Phase I scope.

The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide concrete gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure walls.

## SCOPE OF SERVICES

The following proposed scope of services is based on our understanding of Phase I of this project. We have organized Phase I into the following tasks based on the teams of personnel and the purpose of each task.

### Task 1. Pre-Inspection Analysis – Comment Response and Strategy

The purpose of this task is to develop a strategy or plan with the City to complete the necessary analyses before the inspection to provide valuable information to the IC team for review when completing the CA. This is based on the FERC comments provided in their letter dated January 9, 2023. The letter identifies several analyses and updates to the project Supporting Technical Information Document (STID) which should be completed prior to the CA.

We have structured our personnel such that the IC team will have limited involvement in the pre-inspection analyses, beyond the upfront planning, to ensure a reasonable level of independence and avoid a conflict of reviewing their own work.

1. Document Review – GeoEngineers and BV staff focused on the pre-inspection analysis will review the relevant documents (e.g., STID, last Part 12D Inspection report and other specific previous studies) to develop an understanding of the project features, history, and previous studies completed in their area of focus.
2. Seismic Hazard Analysis (SHA) Strategy – We have identified the seismic hazard analysis as a potentially critical item to be re-evaluated as part of the pre-inspection analysis. The SHA completed for the last Part 12 inspection was identified by FERC to be insufficient. Based on our preliminary review, it was not completed in accordance with the FERC engineering guidelines and the standard of practice for high-hazard hydroelectric projects. We identified several approaches that could be used to fulfill this need, each with varying implications to the project cost and schedule. The approach will likely require that a new SHA be performed for the project and may include a new site-specific Seismic Source Characterization (SSC).
3. We anticipate that this analysis will be on the critical path for the pre-inspection analysis as several of the FERC suggested analyses (stability, liquefaction, etc.) require input regarding the seismic hazard. In our experience, the FERC review time for this analysis may take more than a year. So, it is critical to establish a strategy at the outset of the project for this task.
4. This scope also includes up to two SHA focused meetings with the City to discuss the implications of different approaches and developing a strategy to complete the analyses and FERC review within the needed schedule.

5. **Comment Response Letter** – In our SOQ, we provided draft responses to the comments in this letter for the City’s consideration. The final letter submitted to FERC should be carefully coordinated with the City to propose a plan and schedule that meets the needs of the CA but fits within the City’s schedule and budget constraints. We anticipate that up to two additional drafts will be prepared, one based on our coordination with the City and the second addressing FERC comments on our proposed approach. To expedite the process, we anticipate up to two meetings as part of the overall comment response. We propose one meeting with the City to discuss the overall strategy for the pre-inspection analysis and a second with the City and FERC engineers responsible for reviewing our approach and analyses following the submission of the comment response letter.

**Deliverables/Schedule:**

- **Seismic Strategy Meeting(s)** – 2 to 4 weeks after notice-to-proceed (NTP).
- **Draft Comment Response Letter to City** – Provided 2 weeks after strategy meeting with City.
- **Final Comment Response Letter for FERC review** – Provided 2 weeks after receiving City comments.
- **Revised Comment Response Letter** – Provided 4 weeks after receiving FERC comments.

**Task 2. Part 12D Inspection Plan**

The purpose of this task is for the IC team to prepare the Part 12D Inspection Plan (PIP) in accordance with Chapter 16 of the FERC engineering guidelines. The IC team members will review the relevant documents (e.g., STID, and last Part 12D Inspection report) to develop an understanding of the project features, history, and previous studies completed in their area of focus. This document review will be completed by the same IC team members participating in the CA to support the development of the PIP and build the foundation for their understanding of the project necessary to complete the CA. The PIP will include:

1. A summary of the project details and Comprehensive Assessment inspection requirements;
2. A brief description of the project features and the types and quantities of the proposed inspections/tests;
3. The IC team proposal, providing the roles and qualifications for the Independent Consultant, Co-ICs, subject matter experts (SMEs) and facilitators for submittal to FERC; and
4. A schedule for the Part 12 D Inspection activities.

**Deliverables/Schedule:**

- **Draft Part 12D Inspection Plan (PIP) with IC team proposal** – 6 to 8 weeks after NTP.
- **Final PIP** – 2 weeks after City comments on Draft.

**Task 3. Owner’s Dam Safety Program (ODSP) Audit Proposal**

The purpose of this task is for the ODSP audit team to prepare the ODSP audit proposal in accordance with the FERC guidance for ODSP external audits, dated May 24, 2018. The ODSP auditor will review the relevant documents (e.g., STID, last Part 12D Inspection report, Dam Safety Surveillance and Monitoring Plan [DSSMP], last Dam Safety Surveillance and Monitoring Report [DSSMR], Owner Dam Safety Program, and the last ODSP report) to develop an understanding of the project features and history. The auditor’s document review is a critical component to developing an appropriate project specific ODSP audit to provide valuable dam safety program guidance in Phase II. The ODSP audit proposal will include:

1. A summary of the project details and ODSP audit requirements;
2. A plan for the audit inspection and interviews; and
3. The qualifications of the ODSP auditor and any supporting staff.

Deliverables/Schedule:

- Draft ODSP Audit Proposal – 8 to 10 weeks after NTP.
- Final ODSP Audit Proposal – 2 weeks after City comments on Draft.

#### Task 4. Phase II Scoping

Based on the documentation review, development of the pre-inspection analysis strategy and ODSP audit proposal, we will develop a scope with a firm fixed price budget for Phase II, as described in the RFQ.

Deliverables/Schedule:

- Scope and Firm Fixed Price for Phase II – 4 to 6 weeks after Final Analysis Plan, PIP and ODSP proposals accepted.

### TERMS, SCHEDULE AND FEE ESTIMATE

Our services will be provided in accordance with mutually agreed upon terms and conditions. Our schedule will be based on the task durations noted in the schedule presented on our SOQ. We can provide an updated schedule when NTP is provided. The actual schedule will depend on coordination with the City and FERC.

Our fee will be determined for a time-and-materials with cap as described in the attached Schedule of Charges. A breakdown of the budget by task is provided in the following table.

Phase I Activity and Tasks	Fee Estimate
Task 1. Pre-Inspection Analysis Strategizing	\$47,700
Task 2. Part 12D Inspection Plan	\$24,300
Task 3. ODSP Audit Proposal	\$12,900
Task 4. Phase 2 Scoping	\$23,700
<b>Total</b>	<b>\$108,600</b>

The fee estimate for each task is approximate and will be used for project budget tracking. We assume that we will be able to transfer costs between tasks provided the total is not exceeded. We assume the City's project manager will be authorized to approve these minor changes in the scope and schedule as the project advances and evolves.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to submit this scope and fee estimate. Please call if you have any questions regarding our understanding of the project or our estimated fee. We look forward to providing our services to you on this project and appreciate your confidence in our firm.

Sincerely,  
GeoEngineers, Inc.



Lyle J. Stone, PE  
Associate Geotechnical Engineer



Lindsay C. Flangas, PE  
Principal Geotechnical Engineer

DTM:LJS:LCF:atk

Attachments:

GeoEngineers 2023 Schedule of Charges – Spokane, Boise, Kennewick, Salem (Local Agencies)  
Black & Veatch 2023 Rates

One copy submitted electronically.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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## GEOENGINEERS RATES FOR PHASE 1 ACTIVITIES

### Compensation

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule. Current rates are:

#### SCHEDULE OF CHARGES -2023

Spokane, Boise, Kennewick, Salem - (Local Agencies)	Rate
<b>Professional Staff</b>	
Staff 1 Scientist	\$119
Staff 1 Engineer	\$124
Staff 2 Scientist	\$131
Staff 2 Engineer	\$136
Staff 3 Scientist	\$145
Staff 3 Engineer	\$148
Engineer/Scientist 1	\$152
Engineer/Scientist 2	\$162
Senior Engineer/Scientist 1	\$182
Senior Engineer/Scientist 2	\$195
Associate	\$222
Principal	\$250
Senior Principal	\$255
<b>Technical Support Staff</b>	
Administrator 1	\$84
Administrator 2	\$90
Administrator 2	\$95
CAD Technician	\$104
CAD Designer	\$117
Senior CAD Designer	\$140
GIS Analyst	\$155
Senior GIS Analyst	\$173
GIS Coordinator	\$190
Technician	\$81
Senior Technician	\$92
Lead Technician	\$103
Environmental Technician	\$103

\* Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-quarter times the hourly rates listed above. Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent on depositions, trial preparation, and court or hearing testimony will be billed at one and one-half times the above rates. Time spent on either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details. Rates for data storage and web-based access will be provided on a project-specific basis.

### Direct Expenses and Subconsultants

Direct expenses will be billed at cost and in accordance with the terms in Section 6 "Reimbursables" of the Consultant Contract. Subconsultants are charged at cost plus 4 percent.

### B&V RATE TABLE FOR PHASE 1 ACTIVITIES

BV Professionals	Role	2023 Bill Rate
Mostafa El-Engbawy	Structural Analysis Lead	\$215
Frank Means	H&H Analysis Lead	\$215
Ricardo Gamarra / Alexander Wallen	H&H Analysis Support	\$166
Jeff Bair	Independent Consultant	\$320
Jason Beard	IC Team – Hydraulic Structures	\$225
Cindy Fredrick	Technical Writing	\$155
Theresa Jones	Administrative Services	\$130
Marvin Cones	ODSP Audit Lead	\$295
Megan Puncke	Project Manager	\$262

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## 5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

## 6 - Adjournment

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## 7 - Next Meeting

The next meeting of the Urban Experience Committee will be held at 1:15 p.m. on May 8th, 2023.