THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 9, 2014

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON
COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER STEVE SALVATORI
COUNCIL MEMBER AMBER WALDREF

COUNCIL BRIEFING SESSION—3:30 P.M. COUNCIL CHAMBERS
CITY HALL

TOWN HALL/LEGISLATIVE SESSION-6:00 P.M. WEST CENTRAL COMMUNITY CENTER 1603 N. BELT, SPOKANE, WA

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or george-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS RECOMMENDATION 1. One year contract extension with AOT PSC OPR 2011-0535 **Approve** (Waldorf, MD) for management of false security alarm RFP 3770-11 calls from July 1, 2014, through June 30, 2015— \$285,000 estimated revenue. Erika Wade 2. Contract with AssetWorks (Wayne, PA) from **Approve** OPR 2014-0438 October 1, 2014, through September 30, 2015, for annual support and upgrades of Fleet Services (M-5) Equipment System Software—\$82,842.27 (incl. tax.) Michael Sloon 3. Consultant OPR 2014-0439 Agreement with **ECONorthwest Approve** (Seattle, WA) for consultant services for the implementation of the YARD Brownfield Market Analysis project—\$85,000. Teri Stripes 4. Report of the Mayor of pending claims and payments Approve & CPR 2014-0002 of previously approved obligations, including those of Authorize Parks and Library, through , 2014, total **Payment** with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$__

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session) (Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

TOWN HALL SESSION

(6:00 P.M.)
(Council Reconvenes at the West Central Community Center)
(1603 North Belt, Spokane, WA)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

<u>APPOINTMENTS</u>	REC	<u>OMMENDATION</u>
Plan Commission: Three Appointments (deferred from May 12, 2014, Agenda)	Confirm	CPR 1981-0295
Hotel - Motel Commission: One Appointment	Confirm	CPR 2004-0017
West Quadrant Neighborhood TIF Committee: One Appointment	Confirm	CPR 2007-0039

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located at the Community Center.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

NEIGHBORHOOD REPORTS

Motion to Approve Advance Agenda for June 9, 2014 (per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The June 9, 2014, Regular Legislative Session of the City Council is adjourned to June 16, 2014.

NOTES

SPOKANE Agenda Sheet	for City Council	Meeting of:	Date Rec'd	5/28/2014
06/09/2014			Clerk's File #	OPR 2011-0535
			Renews #	
Submitting Dept	POLICE		Cross Ref #	OPR 2006-0220
Contact Name/Phone	ERIKA WADE	625-4061	Project #	
Contact E-Mail	EWADE@SPOKANEP	OLICE.ORG	Bid #	RFP 3770-11
Agenda Item Type	Contract Item		Requisition #	REV
Agenda Item Name	0680 - AOT PSC CON	TRACT EXTENSION	I	

Agenda Wording

One year contract extension with AOT PSC (Waldorf, MD) for management of false security alarm calls. Term shall begin on July 1, 2014 and continue through June 30, 2015. Estimated revenue is \$285,000.00.

Summary (Background)

The current contract between AOT/PSC and the City of Spokane expires on June 30, 2014 and allows for three one year extensions. AOT will provide all tracking, adminstration, billing, mailing and phone correspondence with alarm companies and their customers. The City will receive 78.5% of revenues collected by the vendor. The vendor will retain 21.5% for services rendered. AOT/PSC has provided the City for the last eight years with this service and revenue.

Fiscal Impact		Budget Account	
Revenue \$ 285,000.00		# 0680-11100-28100-33828	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notifications	
Dept Head	SCHWERING, TIM	Study Session	PSC 05/19/2014
<u>Division Director</u>	DOBROW, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
<u>Legal</u>	WHALEY, HUNT	ewade	
For the Mayor	SANDERS, THERESA	achirowamangu	
Additional Approvals	<u> </u>	jgoldman	
<u>Purchasing</u>	WAHL, CONNIE	Contract Accounting	
		cwahl@spokanecity.org	

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and AOT PUBLIC SAFETY CORPORATION, whose address is 103 Paul Mellon Court, Waldorf, Maryland 20602, as "PSC".

WHEREAS, the parties entered into a Contract wherein PSC agreed to provide FALSE ALARM ADMINISTRATION FOR THE SPOKANE POLICE DEPARTMENT, and

WHEREAS, the original Contract allows three (3) one (1) year extensions subject to mutual agreement by the parties, and

WHEREAS, the parties wish to extend the Contract, and

The parties agree as follows:

- 1. <u>DOCUMENTS</u>. The contract dated May 23, 2011 and May 27, 2011, any previous amendments 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. <u>EFFECTIVE DATE</u>. This Contract Extension shall become effective on July 1, 2014 and end June 30, 2015.
- 3. <u>COMPENSATION</u>. The City will receive SEVENTY EIGHT AND ½ PERCENT (78.5%) of revenues collected by PSC. PSC will retain TWENTY ONE AND ½ PERCENT (21.5%) for services rendered under this Contract Extension.

Dated:	CITY OF SPOKANE
	By:
	Title:
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

Dated:	May	1	2014
_	-		

AOT PUBLIC SAFETY CORPORATION

E-Mail address, if available: L Greenberg a Rublic Safety Corp. com

By: Jes Henley

Title: CHICK EXECUTIVE OFFICE

14-466

Briefing Paper City of Spokane AOT/PSC - Contract Extension Police Department - Council Briefing Session May 19, 2014

Subject

Contract extension with AOT/PSC for the administration of the False Alarm Program. The estimated revenue is \$285,000 for the one-year term from July 1, 2014- June 30, 2015.

Background

The current contract between AOT/PSC and the City of Spokane expires on June 30, 2014. The current contract allows for three one-year extensions. AOT/PSC has provided the Police department for the last eight years with this service and revenue.

Impact

- Substantial revenue impacts to the general fund.
- The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 man-hours in Police Department resources to those alarms.
- This program will identify persistent false alarm problems and hold alarm companies and their customers accountable through annual registration and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.

Action

Approve contract extension beginning July 1, 2014 through June 30, 2015, unless terminated earlier.

Funding

This is revenue to the general fund of approximately \$20,000 to \$38,000 a month.

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/28/2014
06/09/2014		Clerk's File #	OPR 2014-0438
		Renews #	
Submitting Dept	INFORMATION TECHNOLOGY	Cross Ref #	OPR 2013-0649
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR14486000
Agenda Item Name	5300 ASSETWORKS ANNUAL (2014)		

Agenda Wording

Contract with AssetWorks (Wayne, PA) for annual support and upgrades of Fleet Services (M-5) Equipment System Software. October 1, 2014 through September 30, 2015 for \$82,842.27 including tax.

Summary (Background)

The City of Spokane has been using AssetWorks since 1993 for the M-5 equipment management system. The M-5 equipment system software has been continually enhanced based on the City's enterprise needs and requirements. This M-5 equipment system software provides Fleet Services with corrections for any defect in the software, unlimited telephone/e-mail support, report writing and all updates and enhancements as they become available.

Fiscal Impact		Budget Account			
Expense \$ \$82,842.27	7 including tax	# 5300-73300-18850-54	# 5300-73300-18850-54820		
Select \$		#			
Select \$		#			
Select \$		#			
<u>Approvals</u>		Council Notifications			
Dept Head	SLOON, MICHAEL	Study Session			
<u>Division Director</u>	DOLAN, PAM	<u>Other</u>	Finance, May 5, 2014		
<u>Finance</u>	LESESNE, MICHELE	Distribution List			
<u>Legal</u>	WHALEY, HUNT	Accounting - pdolan@sp	okanecity.org		
For the Mayor	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org			
Additional Approva	<u>ls</u>	Legal - bburns@spokane	city.org		
<u>Purchasing</u>		Taxes & Licenses			
		Purchasing - cwahl@spokanecity.org			
		IT – jhamilton@spokanci	ty.org		
		Assetworks - kimberly.ha	Assetworks - kimberly.hamiter@assetworks.com		

Assistant City Attorney

AssetW**O**RKS

MAINTENANCE RENEWAL

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805

Fax (858) 452-0478

Number 8366 M5FL MNT14

Tel (610) 687-9202

TO: City of Spokane
FROM: AssetWorks LLC

FROM: AssetWorks LLC DATE: April 16, 2014 RE: FleetFocus M5 Maintenance and Support Renewal Prices valid through September 30, 2015 Annual Software Maintenance and Support - for period 10/1/2014 - 9/30/2015 FleetFocus M5 \$ 50,758.05 Crystal Reports \$ 1.086.75 FuelFocus Software \$ 8,087.04 Includes product updates and enhancements, unlimited email and telephone support for 12 months Software Upgrade Assistance AssetWorks will provide remote technical assistance to upgrade the FleetFocus M5 application. This includes the upgrade of components, pages and reports as well as the Oracle database. Spokane must provide appropriate required access to test and production FleetFocus M5 environments. AssetWorks will not be responsible for additional database administration services such as export and import functions nor back-up and recovery processes. Product Releases - Estimated 2 per year 32 hour: \$185 / hour 5,920.00 Patch Upgrades - Estimated 2 per year 16 hour: \$185 / hour 2,960.00 \$ 40 hour: \$185 / hour Remote Training and PM Services 7,400.00 76,211.84 2014 Annual Total, not including tax \$ **OPTIONAL:** Monthly billing \$ 6,350.98 Washington State Sales Tax: 8.7000% \$ 552.52 Invoiced per month 2014, including tax 6,903.50 **REMIT TO: CHECKS** Budgetary quote for annual renewal period 10/1/2015 - 9/30/2016 \$ 80,022.43 **AssetWorks OPTIONAL:** Monthly billing \$ 6,668.54 PO Box 202525 Washington State Sales Tax: 8.7000% \$ 580.16 Dallas TX 75320-2525 Invoiced per month 2015, including tax 7,248.70 EFT, ACH, OR DIRECT DEPOSIT Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253 AssetWorks LLC US Tax ID # 46-0521049 ABA # 122105278 GST # 834113896 RT0001 Account # 5076434348 If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Kimberly.Hamiter@AssetWorks.com or by fax to (858) 452-0478. <u>Do not mail POs to our remittance address</u>. **Terms** This maintenance renewal is issued pursuant to the terms of the current AssetWorks contract with your organization. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date. **SOLE SOURCE** FleetFocus is proprietary property of AssetWorks LLC and protected by law. Another party cannot alter, modify, change, manipulate of provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, AssetWorks is the sole source Approved for software, maintenance and services of its products. I, the undersigned, accept this maintenance renewal described above. Title: Name: Signature: ______ Date: _____ [] WILL PAY BY QUOTE -[] PO REQUIRED: #______ [] NO PO REQUIRED NO SEPARATE INVOICE NEEDED Please MAIL invoice to: _____ [] Please E-MAIL invoice to: ___

→ If you have any questions, please contact Kimberly Hamiter at (858) 866-9022 or Kimberly.Hamiter@AssetWorks.com. Thank You! ←

SPOKANE Agenda Sheet	for City Council Meet	ting of:	Date Rec'd	5/28/2014
06/09/2014			Clerk's File #	OPR 2014-0439
			Renews #	
Submitting Dept	PLANNING & DEVELOPMEN	IT	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-	6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.O	RG	Bid #	
Agenda Item Type	Contract Item		Requisition #	CR 14524
Agenda Item Name	0650 - YARD BROWNFIELD MARKET ANALYSIS			

Agenda Wording

Consultant Agreement with ECONorthwest to provide consultant services for the implementation of the YARD Brownfield Market Analysis project in the amount of \$85,000.00.

Summary (Background)

With the assistance of ECONorthwest, the City of Spokane will conduct a market analysis regarding the disposition of the sites located in the former Hillyard rail yard. This consultant contract is a result of the Department of Commerce grant briefed and approved by Council on April 14, 2014 (OPR 2014-0271). The scope and deliverables briefed at that time are reflected in this contract.

Fiscal In	npact		Budget Account	
Expense \$ 85,000.00		# 1360 94161 58100 54201		
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approva	<u>ls</u>		Council Notifications	
Dept Head	<u>d</u>	CHESNEY, SCOTT	Study Session	
Division I	<u> Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 1/16/2014
<u>Finance</u>		LESESNE, MICHELE	Distribution List	
<u>Legal</u>		WHALEY, HUNT	Ihattenburg@spokanecity.org	
For the M	<u>ayor</u>	SANDERS, THERESA	mhuges@spokanecity.org	
Addition	al Approvals	<u> </u>	mlesesne@spokanecity.org	
<u>Purchasir</u>	<u>ng</u>		tstripes@spokanecity.org	
			cbrazington@spokanecity.org	
			jstapelton@spokanecity.org	
			jhaegele@spokanecity.org	

	Consultant/Address/Telephone
CONSULTANT AGREEMENT	ECONorthwest
	500 Yale Avenue North - First Floor
Agreement Number: OPR # 2014-0439	Seattle, WA 98109
City Project Number: RFP # 4016-14	(206) 262-8013
Agreement Type (Choose one)	Project Title and Work Description:
∠ Lump Sum	RFP #4016-14 – The YARD/Northeast
Lump Sum Amount \$	Brownfields Market Analysis - Identification of industries and land uses that may be attracted to the Yard.
Cost Plus Fixed Fee	to the Talu.
Overhead Progress Payment Rate%	
Overhead Cost Method	
Actual Cost	
Actual Cost Not to Exceed %	
Fixed Rate %	Completion Date June 30, 2015
Fixed Fee \$	
Specific Rates of Pay	Total Amount Authorized \$ 85,000.00
Negotiated Hourly Rate	Management Reserve Fund \$ 8,500.00
Provisional Hourly Rate	Maximum Amount Payable \$ 85,000.00
Cost Per Unit of Work	

THIS AGREEMENT is between the Local Agency of CITY OF SPOKANE, WASHINGTON, hereinafter called the "Agency", and the above organization, hereinafter referred to as "Consultant".

WHEREAS, the Agency desires to accomplish the above referenced project; and

WHEREAS, the Agency does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the Agency; -- Now, Therefore,

The Parties agree as follows:

I. GENERAL DESCRIPTION OF WORK

The work under this Agreement shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this Project. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement and the contract documents.

II. SCOPE OF WORK

This Scope of Work and project level of effort for this Project is detailed in Exhibit A, and the Consultant's Proposal (Response to RFP) dated May 5, 2014, attached to this Agreement. Performance of all Project work shall be in accordance with this Agreement, and the attached Consultant's Proposal, which together constitute the contract documents.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this Agreement, with outside agencies, groups or individuals shall receive advance approval by the Agency. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the Agency.

The Consultant shall attend coordination, progress and presentation meetings with the Agency or such federal, community, state, city or county officials, groups or individuals as may be requested by the Agency. The Agency will provide the Consultant sufficient notice prior to meetings requiring Consultant participation. The minimum number of hours or days notice required shall be agreed to between the Agency and the Consultant and shown in Exhibit A. The Consultant shall prepare a monthly progress report, in a form approved by the Agency, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, PS&E materials, and other data, furnished to the Consultant by the Agency shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the Consultant prior to completion or termination of this Agreement are instruments of service for this Project and are the property of the Agency. Reuse by the Agency or by others acting through or on behalf of the Agency of any such instruments of service not occurring as a part of this Project, shall be without liability or legal exposure to the Consultant.

IV. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the Agency. All work under this Agreement shall be completed by the date shown in the heading of this Agreement under completion date.

The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. A prior supplemental agreement issued by the Agency is required to extend the established completion time.

V. PAYMENT

The Consultant shall be paid by the Agency for completed work and services rendered under this Agreement as provided in the attached Exhibit B. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

VI. EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, or other persons, while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of the employees or other persons while so engaged, and any and all claims made by a third

party as a consequence of any act or omission on the part of the Consultant's employees, or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of the contract, in the employ of the Agency, except regularly retired employees, without written consent of the Agency.

VII. NON-DISCRIMINATION

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, 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.

VIII. TERMINATION OF THE AGREEMENT

The right is reserved by the Agency to terminate this Agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

In the event, this Agreement is terminated by the Agency other than for default on the part of the Consultant, a final payment shall be made to the Consultant as shown below.

Lump Sum Contracts

A final payment shall be made to the Consultant which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the project. In addition, the Consultant shall be paid for any authorized extra work completed.

No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

If the services of the Consultant are terminated by the Agency for default on the part of the Consultant, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the Agency with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the Agency at the time of termination; the cost to the Agency of employing another firm to complete the work required and the time

which may be required to do so, and other factors which affect the value to the Agency of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the Consultant was not in default or that the Consultant's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the Agency in accordance with the provision of this Agreement.

Payment for any part of the work by the Agency shall not constitute a waiver by the Agency of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Agency. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

IX. CHANGES IN WORK

The Consultant shall make such changes and revisions in the complete work of this Agreement as necessary to correct errors appearing therein, when required to do so by the Agency, without additional compensation thereof. Should the Agency find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Agency. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

X. DISPUTES

Any dispute concerning questions of facts in connection with the work not disposed of by Agreement between the Consultant and the Agency shall be referred for determination to the City Administrator, whose decision in the matter shall be final and conclusive on the Parties, provided, however, that if an action is brought challenging his/her decision, that decision shall be subject to de novo judicial review.

XI. VENUE AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of Spokane County, State of Washington. The Parties to the action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

XII. LEGAL RELATIONS AND INSURANCE

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Consultant shall indemnify and hold the Agency and the State and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Consultant to indemnify the Agency against and hold harmless the Agency from claims, demands or suits based solely upon the conduct of the Agency, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Agency of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees.

The Consultant's relation to the Agency shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Agency and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, 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.

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 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 Agency, 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 \$500,000 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 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 sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

XIII. EXTRA WORK

The Agency may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the Agency shall make an equitable adjustment in the maximum amount payable; delivery or completion schedule, or both; and other affected terms and shall modify the Agreement accordingly.

The Consultant must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the Agency decides that the facts justify it, the Agency may receive and act upon a claim submitted before final payment of the Agreement.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions of this section, the maximum amount payable for this Agreement, shall not be increased or considered to be increased except by specific written supplement to this Agreement.

XIV. ENDORSEMENT OF PLANS

The Consultant shall place its endorsement on all plans, estimates or any other engineering data furnished by it.

XV. <u>COMPLETE AGREEMENT</u>

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties. No agent, or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement.

XVI. EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting materials submitted by it. The Consultant accepts the Agreement and agrees to all of its terms and conditions.

XVII. ADDITIONAL TERMS AND CONDITIONS

- A. <u>CITY OF SPOKANE BUSINESS LICENSE.</u> Section 8.01.070 of the Spokane Municipal Code states that nor person may engage in business with the Agency without first having obtained a valid business license. The Consultant shall be responsible for contacting the Agency's Taxes and Licenses Division at (509) 625-6070 to obtain a business license or an exemption determination.
- B. <u>ANTI-KICKBACK</u>. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the Agreement, 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 the Agreement.
- C. <u>STANDARD OF CARE.</u> 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 Consultant will re-perform any services not meeting this standard without additional compensation.
- D. <u>LITIGATION ASSISTANCE.</u> The Scope of Services does not include costs of the Consultant for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Agency. All such services required or requested of the Consultant by the Agency, except for suits or claims between the parties to this Agreement, will be reimbursed as Extra Work.
- E. <u>RECORD DRAWINGS</u>. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the

Project was finally constructed. The Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

Dated:	CITY OF SPOKANE
	By: City Administrator
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Dated:	ECONorthwest
	City of Spokane Business License No.
	Email Address, if applicable:
	By: Title:

14-494

EXHIBIT A

SCOPE OF WORK

Cost Proposal - RFP #4016-14

The following exhibit details our cost proposal based on the scope of work laid out in our proposal. Based on what is known about the project at this point, we propose that the cost services within the scope not exceed \$85,000.

ECONorthwest - Exhibit 1

	Task Cost
Phase 1: Project Initiation	
Task 1: Project Kick-off and Meeting	\$6,600
Task 2: Develop Public Relations Plan	\$1,500
SUBTOTAL	\$8,000
Phase 2: Existing Conditions and Situation Assessment	
Task 3: Plan and Regulatory Review	\$5,100
Task 4: Market Analysis and SWOT	\$16,500
Task 5: Physical Assessment	\$13,500
Task 6: Interviews	\$2,250
SUBTOTAL	\$37,250
Phase 3: Brownfield-Redevelopment Opportunity Zone Assessment	
Task 7: Strategic Assessment	\$10,500
SUBTOTAL	\$10,500
Dhara A. Duanaya Buayanfiald DDA Dyainasa Dlay	
Phase 4: Prepare Brownfield PDA Business Plan	¢c 200
Task 8: Marketing Plan	\$6,000
Task 9: Funding Plan	\$6,000
Task 10: Business Plan	\$9,750
Task 11: Implementation Package	\$7,500
SUBTOTAL	\$29,250

Summary by Phase	
Phase 1: Project Initiation	\$8,000
Phase 2: Existing Conditions and Situation Assessment	\$37,250
Phase 3: Brownfield-Redevelopment Opportunity Zone Assessment	\$10,500
Phase 4: Prepare Brownfield PDA Business Plan	\$29,250
PROJECT TOTAL	\$85,000

EXHIBIT B PAYMENT (LUMP SUM)

- A. <u>LUMP SUM AGREEMENT</u>. Payment for all consulting services for this Project shall be on the basis of a lump sum amount as shown in the heading of this Agreement.
 - 1. <u>Management Reserve Fund</u>. If the Agency desires the Consultant to perform additional work beyond that already defined in this Agreement, the Agreement Administrator may authorize additional funds for this purpose as shown in the heading of this Agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIV, "Extra Work."
 - 2. <u>Maximum Total Amount Payable</u>. The maximum amount payable, by the Agency to the Consultant under this Agreement, shall not exceed the amount shown in the heading of the Agreement as maximum amount payable unless a supplemental agreement has been negotiated and executed by the Agency prior to incurring any costs in excess of the maximum amount payable.
- B. <u>MONTHLY PROGRESS PAYMENTS</u>. Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. <u>FINAL PAYMENT</u>. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the Agency unless such claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the Agency within ninety (90) days of notice of any payment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding of the Agency of overpayment.

D. <u>INSPECTION OF COST RECORDS</u>. The Consultant and its subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



THE YARD

THE YARD/NORTHEAST BROWNFIELDS MARKET ANALYSIS SERVICES

Response to RFP

May 5, 2014





May 5, 2014 Mr. Scott Chesney, Director, Planning and Development Services 808 W Spokane Falls Blvd. Spokane, WA 99201

RE: RFP #4016-14 - The YARD/Northeast Brownfields Market Analysis Services

Dear Mr. Chesney and members of the Selection Committee,

We are pleased to submit our qualifications and work proposal to the City of Spokane for the YARD/ Northeast Brownfields Market Analysis. We have assembled a team led by ECONorthwest in tight partnership with Maul Foster Alongi and Heartland, to advance the NEDPA's development strategy. Our team provides deep expertise and technical skill in market analyses, land development, specialized expertise in brownfields, and public development authorities. Our team's recent and relevant experience working in the City of Spokane enables us to efficiently and effectively work with local stakeholder and prepare analyses needed for this project.

ECONorthwest would serve as the prime contractor and would be the point of contact for all aspects of project management. We specialize in the application of economic principles and methods to evaluate public policies and investments. Since 1974, ECONorthwest has completed more than 2,500 projects for public and private clients. Our staff of 43, most with advanced degrees, have decades of work experience in economics, finance, public policy, planning, and development.

If you require additional information or would like to discuss our potential involvement on this project, you can reach me directly at 206-395-9004 or via email at shook@econw.com

Sincaraly

Morgan Shook, Project Director

WHY WE ARE SUBMITTING

- Experience with the NEPDA and local community and economic development efforts.
- Broad technical and transactional experience with land development issues.
- Deep experience working with local agencies with the evaluation brownsfields-related tools.

ECONorthwest

222 SW Columbia Street; Suite 1600 Portland, OR 97201 juntunen@econw.com

Incorporated in: Portland, OR (With additional offices also in Seattle, WA; Boise, ID; and Eugene, OR.)

Location of the facility from which the Firm would operate: Seattle

No employees with ECONorthwest have worked with the City of Spokane within the last twelve (12) months or prior.

ECONorthwest will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

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Signed Addenda



UNDERSTANDING. APPROACH, AND **METHODOLOGY**

Over the past several years, the City of Spokane's northeast neighborhoods have cultivated a strong passion for community and economic development that has increasingly focused on the development of the "Yard" - a 500-acre area zoned for heavy and light industrial uses. The area has strong presenting assets with access to the US 395 North American Free Trade Agreement (NAFTA) corridor, BNSF rail, an existing T-1 freight route, access to utilities, and available sites. However, potential pollutant contamination and the subsequent need for clean up has been identified as key challenge to overcome.

Local planning momentum began with Greater Hillyard Northeast Planning Alliance's Neighborhood Plan, which laid the foundation for the work of the Northeast Development Advisory Board (NEDAB). The NEDAB's efforts led to the creation of the Northeast Public Development Authority (NEPDA) in 2011 to "assist in providing economic development to the northeast portion of the City, which will provide economic stimulus and benefit to the entire City."

The NEPDA has worked quickly and prepared a development strategy that it adopted in 2013. It identifies a series of land development, infrastructure investment, and financing strategies that advance the NEPDA's goals. Key actions include further evaluation of target Spokane's northeast neighborhoods have cultivated a strong passion for community and economic development that has increasingly focused on the development of the "Yard" – a 500-acre area zoned for heavy and light industrial uses.

industries and the creation of a brownfield redevelopment area. These efforts have culminated in an award from the Department of Commerce's Brownfield Revolving Loan Fund for a market analysis that results in the remediation of sites through the creation of a Brownfield Redevelopment Zone and corresponding Brownfield Development Authority.

We have assembled a team led by ECONorthwest in tight partnership with Maul Foster Alongi and Heartland, to advance the NEDPA's development strategy. Our team provides deep expertise and technical skill in:

- Economics
- Land development
- Market analyses
- Site and infrastructure planning
- Funding assessments
- Development authorities and business planning

We expect that the scope of work will be refined in coordination with project stakeholders - principally the NEPDA Board and the City of Spokane. We see the work unfolding in four distinct phases of work, as summarized below.

WORK PLAN

PHASE I: PROJECT INITIATION

Task I: Plan and Attend Kick-off Meeting

The ECONW team will meet with project staff to jointly develop a refined work program and schedule for the project, outlining key meetings with stakeholders, city decision-makers, and NEPDA. At this meeting we will identify a list of documents, reports, and data that will serve as our analytic foundation. We will collect project data (existing plans and infrastructure lists) at the appropriate level of detail, given what is known at this time. We will also begin the discussions with the City and NEPDA that will form the basis of the public relations plan.

Task 2: Develop Public Relations Plan

NEPDA (together with other previous planning efforts) set a high bar for community outreach that this project must continue to meet. The project specifically asks that a Community Relations Plan be developed and implemented to keep past, current, and future stakeholders apprised of the strategy implementation efforts - as well as to disseminate project materials. We will coordinate with City and NEPDA to work within their existing communication channels

(i.e. NEPDA website, etc.) to provide these individuals, groups, and companies with the information they need to be informed on the project. With the direction of the project team,

PHASE I DELIVERABLE(S):

- Refined work program and schedule
- Preliminary document and data needs list
- Community Relations Plan

PHASE I MEETING(S):

■ Workshop with project team to develop deliverables defined above

TASK I SCHEDULE:

June

we will also identify stakeholders and other key informants that will be engaged through this process.

PHASE 2: EXISTING CONDITIONS AND SITUATION ASSESSMENT

Task 3: Plan and Regulatory Review

In concert with the market and physical assessment tasks, the team will conduct a review of comprehensive plan elements and zoning for the Yard. As the project progresses, we will identify needed changes and propose amendments that will be needed to implement the vision for the area. This could include potential changes to following comprehensive plan elements: land use, utilities, capital facilities, and economic development, as well as modifications of the land use code that may help facilitate growth.

Task 4: Market Conditions, Supply Chain Assessment, and Real Estate Opportunity Assessment

Establishing a baseline understanding of the existing land uses in the Yard to understand the area's comparative and competitive advantages in the market. The market influence on existing and potential uses is a key component to evaluating the current economic health and viability of future development. The objective will be to characterize the existing building stock and develop an inventory of operating businesses in the Yard as well as evaluate trends in market fundamentals that influence the development economics of individual sites. Ideally, we will be able to compare the existing conditions in the Yard with those in the rest of the County to understand the area's competitive landscape in the broader context. This will provide the needed foundation for understanding the kind of industries that are likely to be attracted to the site (its comparative advantages), and its position relative to other sites in the region that might also attract those uses (its competitive advantages).

Once this information has been culled and evaluated, we will transition to identifying the industries and land use (industrial, office, residential, retail, etc.) that may be attracted this area of the City. A targeted supply chain study may be warranted (pending refinement of the scope or work). The supply chain analysis would augment the market analysis by identifying the highest value-added industries that may complement existing industries and

may be well-suited for manufacture and export from the region.

Following these foundational analyses, we will conduct a SWOT analysis supported by the:

- Market data collected in this task
- Creation of potential development scenarios
- Proforma analysis that will evaluate the feasibility of the development scenarios

The SWOT analysis will include an interactive, facilitated discussion with the City and NEPDA and any key stakeholders to bring broad perspective to this effort.

The development scenarios will be vetted by the consultant team and then verified with the client. Using these scenarios we will conduct an analysis to identify any potential development feasibility gaps. Should any exist this model will identify how significant the gap is and assess potential actions by the City, NEPDA, or BRA that could address those challenges.

Task 5: Physical Assessment

The purpose of this task is to evaluate the existing extent and capacity of infrastructure serving the Yard and identify improvements needed to support redevelopment. This task will build on data collected by the City and NEPDA through previous planning efforts including the list of priority infrastructure improvements developed as part of the Yard Development Strategy. This effort will also be coordinated with larger planning efforts including the update of the City Transportation Plan and Capital Facilities Plan

Task 6: Key Stakeholder/Informant Interviews

To obtain more specific and real-world information about local conditions, we will conduct approximately 10-15 interviews with key informants in the business and development community. The interviews will be designed to ground-truth and augment findings from our data analysis regarding the local market place. These interviews will be designed for candid dialogue and feedback on our preliminary market assessment.

PHASE 2 DELIVERABLE(S):

- Redevelopment Assessment Report that includes:
 - Market Study (and/or Supply Chain Analysis)
 - Physical Assessment Analysis
 - Regulatory Assessment Analysis

PHASE 2 MEETING(S):

■ Workshop with project team to develop deliverables defined above

PHASE 2 SCHEDULE:

July-December

PHASE 3: BROWNFIELD-REDEVELOPMENT **OPPORTUNITY ZONE ASSESSMENT**

Task 7: Brownfields Strategic Assessment

State Senate Bill 5296 authorized a number of reforms to the Model Toxics Control Act that are intended to promote and expedite the cleanup and redevelopment of brownfield properties in Washington. A significant change of SB 5296 is the authorization of Cities to establish a Redevelopment Opportunity Zone (ROZ) that gives explicit priority for future Remedial Action Grant funding and allows use of innovative tools including: trust fund accounts, prospective purchaser agreed orders, and the ability to leverage private investment with public cleanup funds.

The purpose of this task is to assess the viability and define the approach for designating a ROZ in the Northeast Spokane Hillyard study area. The project team will collaboratively engage City staff to define the purpose and goals of the Hillyard ROZ, strategically delineate the geographic boundaries, and formulate an implementation plan. The geographic analysis will evaluate which parcels meet the eligibility criteria for inclusion in a ROZ, which include presence of contamination, land use as vacant or underutilized, and location.

PHASE 3 DELIVERABLE(S):

■ Redevelopment Zone Concept Assessment Memorandum that will include a proposed map of the ROZ, a case statement describing how eligibility criteria are met, and the benefits of the designation.

PHASE 3 MEETING(S):

■ Workshop with project team to develop deliverables defined above

PHASE 3 SCHEDULE:

■ July to September

PHASE 4: PREPARE BROWNFIELD PDA **BUSINESS PLAN**

The final phase of the project contains a series of tasks designed to synthesize and package the information from the previous work phases into a workable business plan and implementable package of decisions for City policy and decision-makers.

Task 8: Prepare Marketing Plan/Prospectus

Based on the analyses in Phase 2 and 3, the team will prepare a Marketing Plan/Prospectus for either key site(s) or the entire ROZ area. The prospectus will include all relevant market, site, regulatory, and incentive information typically required for investors.

Task 9: Funding Sustainability Plan

NFPDA was established without an identified source of revenue to fund capital investments and operations. The NEPDA is exploring a property disposition and acquisition strategy for city-owned properties that accounts for the use of brownfield-specific and other funding sources to provide sustainable funding to carry out its mission. This task will support that strategy by describing the funding options available to the City and NEPDA, provide a bottom-line assessment of their feasibility, and offer a recommendation that takes into account financial sustainability and community priorities.

Task 10: Prepare Brownfields PDA Business Plan

Based on the analyses in Phase 2 and 3, the team will work with the City and NEPDA on creating a business plan for the operation of

Brownfield Redevelopment Authority. The plan will clearly state key objects, management/ governance approach, and roles for partners, and will detail expected capital and operation costs, sources of revenues, and areas of risk.

Task II: Prepare Brownfield PDA Implementation Package

This task will package the work of the four phases into an implementation package laying the type, number, and sequence of steps necessary to move forward with the Brownfields PDA (this can be represented both in text and

as graphic). Specific attention will be paid to implementing a sustainable plan/model for funding both the cleanup and operational needs of the PDA. Ultimately, the team will create a proposal ready Planning Commission and/or City Council consideration to create and operate a Brownfields Public Development Authority.

PHASE 4 DELIVERABLE(S):

- Brownfields PDA Business Plan that includes:
 - Marketing Plan/Prospectus
 - Brownfield PDA Implementation Package

PHASE 4 MEETING(S):

■ Workshop with project team to develop deliverables defined above

PHASE 4 SCHEDULE:

■ December to June 2015

PROJECT SCHEDULE





PROJECT TEAM STRUCTURE

ECONorthwest would be the prime contractor. Morgan Shook would be project director. His practice sits at the intersection of land use planning, economic development, and infrastructure investment. Morgan has previously worked with the City of Spokane on the development of the NEPDA strategic plan. Nick Popenuk would be project manager, responsible for day-to-day communication and coordination among the consultant team and the City. Morgan and Nick will have primary responsibility

for developing the Brownfields Redevelopment Business Plan and ensuring that the project runs on-time and on-budget. ECONorthwest will work in partnership with our team members and several technical specialists.

Maul Foster Alongi (MFA) is a subcontractor responsible for brownfield redevelopment strategy and infrastructure needs assessment.

Heartland is a subcontractor responsible for market and real estate economic analyses.

Team Organization CITY OF SPOKANE Planning & Development Services **Project Director** Morgan Shook Project Manager Nick Popenuk **BROWNFIFI D** MARKET ANALYSIS PHYSICAL ASSESSMENT REDEVELOPMENT PDA **BUSINESS PLAN** Chris Fiori Jim Darling Morgan Shook Matt Hoffman Mike Stringer Lorelei Juntunen Ian Loveless Kyle Cotton Nick Popenuk Morgan Shook Jim Darling Nick Popenuk Mike Stringer Chris Fiori

INTERNAL CONTROLS

The ECONorthwest team has the labor capacity available to deliver all products within ten months. We are scrupulous about delivering quality products on time. When unexpected requirements arise, we have systems in place that allow us to shift workload among staff to respond to our clients' needs. We have three main management objectives:

- **Project tracking.** Project tracking includes regular progress reports (monthly or more frequently), budget and schedule tracking, and regular update emails to clients. We track our project expenses in real time.
- Quality control. Our experienced staff (project directors) review all interim and final documents. We involve the client in outlining products and review of interim drafts.
- Efficiency. We focus on both schedule and budget efficiency by eliminating duplicate services, and coordinating electronic communication among all team members.

We encourage you to contact any of our past clients as references for our capability to deliver results in a timely fashion.

One of ECONorthwest's strengths is the management of large, interdisciplinary projects. We have a logical and holistic approach to problem solving, understand the role of technical analysis in a political decision-making process, and can communicate complicated ideas in a clear and concise manner.



ECONorthwest MORGAN SHOOK, PROJECT DIRECTOR

M.U.R.P. Portland State University

B.S. University of Puget Sound

Certificate in Commercial Real Estate Development, University of Washington Extension

DESCRIPTION OF EXPERTISE

Morgan Shook is strategist and analyst working in community and economic development. His practice sits at the intersection of real estate development, land use planning, public service delivery and taxation, and infrastructure investment. His expertise in economic, fiscal, market, GIS, and demographic analysis has been applied to financial and policy projects for cities, counties, ports, and developers across the state. He received his M.A. in Urban and Regional Planning from Portland State University's School of Urban Studies and Planning.

Morgan began his career as a molecular biologist for the Institute for Systems Biology in Seattle. He also worked as a health policy researcher tackling health disparities in community health and clinical decisionmaking at the University of Chicago. Morgan graduated from the University of Puget Sound with a B.S. in Molecular Biology. He also has a Certificate in Commercial Real Estate Development from the University of Washington.

Morgan currently serves on the Seattle Planning Commission and chairs a citywide committee advising on affordable housing incentives. He also served on two committees as part of Puget Sound Regional Council's "Growing Transit Communities" initiative, providing assistance on value capture mechanisms for funding infrastructure and the creating of an affordable housing investment fund for TOD projects. He is currently AICP-certified.

RELEVANT EXPERIENCE

- Northeast Public Development Authority Action Strategy Spokane, WA
- Transit Oriented Development Assessment Seattle, WA
- Community and Economic Development Impacts of North Lot TOD Seattle, WA
- Odabashian Bridge Area Investment Strategy Douglas County, WA
- Community Renewal Plan Olympia, WA
- Market Assessment and Development Strategy Chelan County, WA
- Main Street Infrastructure Funding Study Ferndale, WA
- Market and Land Use Planning for North Wenatchee Avenue Transportation Master Plan – Wenatchee, WA
- Central Issaguah Infrastructure Funding Study Issaguah, WA
- Martin Way Infrastructure Funding Study Olympia, WA
- Town Center Infrastructure Funding Study Covington, WA
- Transportation Benefit District Formation Study Woodland, WA
- Kitsap County Multimodal Plan Kitsap County, WA
- Workforce Development Council of Seattle-King County -Energy Efficiency Supply Chain Study, WA

SELECTED PUBLICATIONS AND AWARDS

- "Issaguah Case Study Creating a bold vision and planning for implementation." Presenter, Washington APA Conference; 2013.
- "Strategies for Fiscal Sustainability." Presenter, Public Financial Leadership Academy, University of Washington; 2013.
- "A Strategic Planning Approach to Comprehensive Planning." Presenter, Planning Association of Washington; 2013.
- "Using Regional Economic Tools to Grow Waterfront Industries." Moderator, National Working Waterfronts and Waterways Symposium National Conference; 2012.



ECONorthwest NICK POPENUK, PROJECT MANAGER

B.A. Planning, Public Policy, and Management, University of Oregon

DESCRIPTION OF EXPERTISE

Nick Popenuk is a project manager at ECONorthwest with a background in regional planning, and public-sector finance. Popenuk has overseen a wide range of projects related to land use and development, including real estate negotiations, development feasibility studies, economic cluster analysis, and financial pro forma analysis. Popenuk has assisted dozens of Oregon and Washington cities with urban renewal and analysis tax increment financing (TIF), including land zoned for industrial uses. He has evaluated key issues related to industrial land supply, as well as the economic and fiscal impacts related to construction and operation of new industrial uses, such as a coal shipment facilities at the Port of Morrow and the Port of St. Helens.

Nick has also served as an expert witness, providing testimony on the technical process for calculating maximum indebtedness, regarding an initiative petition that limited the City of Albany, OR's ability to use urban renewal. Prior to joining ECONorthwest, Popenuk worked at the Metropolitan Exposition Recreation Commission and at Metro.

RELATED BOARD EXPERIENCE AND PUBLICATIONS

Association of Oregon Redevelopment Agencies (AORA), Member AORA Urban Renewal Best Practices Manual, Co-author

- Milwaukie Commercial Core Redevelopment Plan, Milwaukie, OR
- Tigard Site Specific Infrastructure Plan, Tigard, OR
- Kennewick Airport Redevelopment Analysis, Beaverton, WA
- Newport URA Financial Feasibility Study, Newport, OR
- South Albany Area Plan Infrastructure Funding, Albany, OR
- Harbor Industrial Land Supply Evaluation, Ports of Portland, Portland, OR
- Economic and Fiscal Impacts of Coal Shipment, Ports of Morrow and St. Helens, OR
- Enterprise Zone Financial Analysis, Portland, OR
- Economic Impacts of Proposed Oregon Sustainability Center, Portland, OR
- Tarket Industry Cluster Analysis 10 key industry clusters in Clackamas County, and the County's role in the regional economy, Clackamas County, OR
- Beaverton Urban Renewal Plan and Report, Beaverton, WA
- Foothills Development Feasibility, Lake Oswego, OR
- Fiscal Impacts of Growth Long-term Development Scenarios, Oklahoma City, OK
- Fiscal Challenges Facing Oregon's Cities, League of Oregon Cities, Statewide trends for common sources of municipal revenues and expenditures



ECONorthwest LORELEI JUNTUNEN

M.C.R.P. Community and Regional Planning, University of Oregon

M.A. Public Administration, University of Oregon

B.A. English and Global Studies, Pacific Lutheran University

DESCRIPTION OF EXPERTISE

Lorelei specializes in land use and redevelopment policy analysis and finance. Her projects focus on implementation, identifying creative approaches to funding redevelopment and revitalizing communities at a time when most major funding sources are in decline for local governments. She is well versed in public-private partnerships, urban renewal, and phasing and aligning infrastructure investments to support public and private outcomes.

Lorelei's current and recent projects include an assessment and redevelopment feasibility analysis of brownfields throughout the city of Beaverton, OR. She is also managing and directing projects that examine the extent and impacts of brownfields—as well as identifying solutions and calculating returns on investment—for Metro, the City of Portland, and the City of St. Helens.

RELEVANT EXPERIENCE

- Metro Brownfields Analysis, Portland, OR
- Beaverton Development Series, Beaverton, OR
- Harbor Industrial Land Supply Evaluation, Port of Portland, OR
- Brownfield Development Due Diligence, St. Helens, OR
- Oregon Brownfields Program Economic Impact Study, OR
- Foothills Urban Renewal Plan and Report, Lake Oswego, OR
- Columbia County TIF Forecast, Columbia County, OR
- Clackamas County Urban Renewal Outreach and Education, OR
- Sherwood TIF Projections, Sherwood, OR





JAMES S. DARLING, VICE PRESIDENT/PRINCIPAL PLANNER

MA, Public Administration, University of Illinois

BA, Finance/Sociology, University of Illinois

DESCRIPTION OF EXPERTISE

Jim's experience and skills include primary responsibility for public environmental policy analysis and for financing, designing, developing, and operating mixed-use, industrial, commercial, and federal real estate investments; port facilities; municipal public works infrastructure; solid waste systems; urban forestry programs; and parks and open space. He has guided planning efforts and land use entitlements, as well as the creation of local economic stimulus programs. His work has required his active involvement in local, state, and federal policy and legislative matters. Jim is currently the Principal in Charge for the Spokane University District Integrated Planning Study.

Before joining MFA in 2009, Jim was executive director of the Port of Bellingham for 16 years. Before working for the Port, Jim was the public works director for the City of Urbana, Illinois.

- Brownfield Cleanup Financing Strategies Report to Ecology, WA
- Integrated Planning Grant for Pend Oreille County, WA
- City of Portland Brownfield Analysis, Portland, OR
- Portland Metro Brownfield Project, OR
- Guide to Leveraging Brownfield Redevelopment for Community Revitalization, Tacoma, WA
- Strategic Brownfield Policy Objectives Plan for Ecology, State of WA
- Strategic Plan Development for the Port of Pasco, WA
- Worthen Street Landfill Redevelopment, Wenatchee, WA





MICHAEL P. STRINGER, PROJECT PLANNER

M.S. Conservation Biology and Sustainable Development, University of Maryland

B.S. Environmental Science; BA, English, Rutgers University

DESCRIPTION OF EXPERTISE

Michael specializes in brownfield redevelopment and urban planning projects, integrating the perspectives of different technical disciplines and engaging community stakeholders to create land use plans built on consensus, sustainability, and feasibility. He brings an ecologist's systems view and ten years of experience in community involvement to redevelopment planning efforts. Michael has managed integrated brownfield redevelopment planning efforts for nine communities in the last three years. His grant writing expertise has helped communities obtain over \$3 million in state and federal grants to support brownfield projects. He has coauthored a guide for brownfield redevelopment and conducted policy analyses pertaining to brownfield cleanup and incentive programs in Oregon and Washington State. He has a diverse background that includes land use planning, environmental policy analysis, permitting, public outreach, and habitat restoration. Mr. Stringer is the Project Manager for the Spokane University District Integrated Planning Study.

RELEVANT EXPERIENCE

- Brownfield Assessment, Portland, OR
- Regional Brownfield Scoping Project, Portland, OR
- Brownfield Policy Plan, Washington State Department of Ecology
- Guide to Leveraging Brownfield Redevelopment for Community Revitalization, WA
- Waterfront Brownfield Redevelopment Plan, Washougal, WA
- Brownfield Cleanup and Redevelopment, City of Palouse, WA
- Waterfront Brownfield Redevelopment Plan, City of Wenatchee, WA





KYLE B. COTTEN, PE, PROJECT ENGINEER

B.S. Civil Engineering, Colorado School of Mines

DESCRIPTION OF EXPERTISE

Kyle has supplied concept and design engineering and construction oversight in the municipal, commercial, residential, and industrial sectors. His coordination of work tasks has encompassed the development of plans, specifications, estimates, and other bid package documentation as well as permitting, scheduling, budgeting, design, and field implementation. Kyle's experience includes grading, earthwork analysis, slope stability design, erosion control design, stormwater analysis, street and highway design, roundabout design, water system design, fire flow analysis, sanitary sewer system design, storm sewer system design, stormwater master planning, and utility system master planning.

Kyle has broad experience in stormwater treatment and permitting, including compliance with the Construction General Permit as well as the National Pollutant Discharge Elimination System stormwater and wastewater discharge permits. He has designed containment facilities and provided commercial and industrial clients with site development plans.

- Midtown Revitalization Project, Coeur d'Alene, ID
- Education Corridor Project, Coeur d'Alene, ID
- Success Stream Crossings Project at the Bunker Hill Mining and Metallurgical Superfund Site, Shoshone County, ID
- Remedy Protection Project Management at the Bunker Hill Mining and Metallurgical Superfund Site, Shoshone County, ID
- Quartz-Cottonwood Road Improvement, Panhandle National Forest, ID
- Lancaster Road Improvement Project, Hayden, ID
- Deer Park Municipal Airport Stormwater Improvements, Deer Park, WA



HEARTLAND

CHRIS FIORI, PRINCIPAL/PROJECT DIRECTOR

M.U.P Concentration in Real Estate Finance and Development, University of Washington

Master of Public Administration, University of Washington Honors B.A. Political Science, Gonzaga University

DESCRIPTION OF EXPERTISE

As a Principal and Project Director at Heartland, LLC, Chris blends financial analytics with public policy and business strategies to advise clients on a wide array of real estate and planning initiatives. He manages multidisciplinary internal and external teams engaged in predevelopment financial analysis, policy analysis, property acquisitions and dispositions, and development management. Prior to joining Heartland, Chris worked for the Corporate Executive Board in Washington, DC where he was a senior associate within the firm's wealth management consulting practice.

Chris completed a HUD Community Development Fellowship while working as an acquisitions analyst for National Equity Fund, a low-income housing tax credit syndicator.

RELATED PROFESSIONAL AND BOARD EXPERIENCE

- Licensed Real Estate Broker, Washington State
- Urban Land Institute, Member
- Runstad Center, Affiliate Fellow (2013-2014)
- PRSC, Growing Transit North Corridor Task Force (2011-2013)
- Seattle Planning Commission, (2004-2010)

RELEVANT EXPERIENCE

- Seattle Housing Authority Yesler Terrace, Seattle, WA
- South Lake Union TDR Analysis, Seattle, WA
- Capitol Hill TOD Station, Seattle, WA
- Indigo@66 Roosevelt Station Area Multi-family Land Investment, Predevelopment, Seattle, WA



HEARTLAND

MATT HOFFMAN, MARKET & REAL ESTATE ECONOMICS

M.U.P Concentration in Real Estate Finance and Development, University of Washington

B.A. Finance, Michigan State University

B.S. Environmental Studies, Michigan State University

DESCRIPTION OF EXPERTISE

As a key member of Heartland's Project Management team, Matt is at the leading edge of the effort to leverage spatial and economic data to uncover opportunities and constraints in complex real estate markets. Matt's technical dexterity and background in environmental sciences are instrumental to his work on predevelopment feasibility and alternatives analysis, property and portfolio valuation, market analysis and due diligence projects. His practice regularly touches on a wide range of product types including office, retail, and multi-family residential and industrial. Prior to joining Heartland, Matt worked at a real estate economics-consulting firm and served as a project manager for an environmental engineering and consulting firm based in Southeast Michigan.

RELATED PROFESSIONAL AND BOARD EXPERIENCE

- Licensed Real Estate Broker, Washington State
- Urban Land Institute, Member
- NAIOP, Member

- City of Kent/Seattle Public Utilities Surplus Property Due Diligence and Disposition, Seattle/Kent, WA
- Eastgate Corridor Study, Bellevue, WA
- SDOT Mercer Corridor Property Analysis and Acquisition Management, Seattle, WA
- Newport Hills Redevelopment Market/Financial Analysis, Bellevue, WA



HEARTLAND

IAN LOVELESS, PROJECT MANAGER

B.A. Finance, Washington University

DESCRIPTION OF EXPERTISE

As a Project Manager at Heartland, Ian supports the entire consulting team by conducting market, demographic, economic, and financial data collection and analysis. He is a vital collaborator across the full spectrum of Heartland's project work. Ian specializes in property valuation, financial modeling, predevelopment feasibility analysis, and broader market analysis. Additionally, he is adept at using GIS platforms to visualize data, both to help inform real estate analyses and to create powerful presentations that add value to Heartland's work products.

RELATED PROFESSIONAL AND BOARD EXPERIENCE

- Licensed Real Estate Broker, Washington State
- Urban Land Institute, Member

RELEVANT EXPERIENCE

- NAVOS Queen Anne Hill, Surplus Property Disposition
- City of Burien Ambaum Corridor

STAFF COMMITMENT MATRIX

Team Availability	% Contribution to Project
Morgan Shook	12%
Nick Popenuk	15%
Lorelei Juntenen	8%
Jim Darling	5%
Michael Stringer	10%
Kyle Cotton	10%
Chris Fiori	10%
Matt Hoffman	15%
lan Loveless	15%
TOTAL	100%

FIRM EXPERIENCE



ECONorthwest specializes in the application of economic and financial principles and methods to the evaluation of public policies and investments. Incorporated in 1974, ECONorthwest has completed more than 2,500 projects for public and private clients. ECONorthwest has a staff of approximately 40 people; personnel have advanced degrees and decades of work experience in planning, development, economics, finance, and public policy. One of ECONorthwest's strengths is in the management of large, interdisciplinary projects. We understand that brownfield assessments yield a wide variety of benefits. Our approach accounts for economic impacts such as jobs and income, tax revenues, changes to property values, and lowered health risks. We also consider estimated indirect impacts associated with more dense and walkable communities. ECONorthwest understands the role of technical analysis in a political decisionmaking process. To assist agency staff, we communicate complicated ideas in a clear and concise manner, creating content that can be understood by a diverse audience.



Maul Foster & Alongi, Inc. is an integrated engineering, environmental science, planning, Geographic Information Systems (GIS), and environmental data management consulting firm. MFA has over 70 professionals with offices in Vancouver, Seattle, and Bellingham, Washington; Kellogg, Idaho, and Portland, Oregon;. MFA is the leading Brownfield firm in the Pacific Northwest and has pioneered integrated planning and property adaptive reuse in the region.

HEARTLAND

Heartland LLC is a Seattle-based real estate advisory and investment firm with 30 years of experience designing, analyzing, and implementing strategies to manage risk and optimize value in all aspects of both the built and natural environment. Our business lines include public sector consulting, private sector consulting, capital markets, brokerage and investment.

Heartland has a long track record of providing advisory services to public sector clients throughout Washington that call on us to provide advice on matters at the policy, portfolio, and property levels. While all of our engagements involve some measure of site, regulatory, financial, and market analysis we have also implemented complex strategies through public private partnerships/ transactions and related transaction services worth more than \$200 million.

ECONORTHWEST'S RELEVANT CONTRACTS FROM PAST 5 YEARS

Southern Nevada STRONG Opportunity Sites (2014 - Ongoing)

Lisa Corrado, Redevelopment Project Manager City of Henderson, 702-267-1515 lisa.corrado@cityofhenderson.com

Willamette Falls - Blue Heron Paper Mill Redevelopment Master Plan (2014)

Christina Robertson, Planner, Oregon City 503-496-1564 | crobertson@orcity.org

Leichner Landfill Master Plan (Teamed with MFA) (2013)

Mike Davis, Sustainability Specialist, Department of Environmental Services, Clark County 360-397-2121 ext 4920 mike.t.davis@clark.wa.gov

Milwaukie, OR - Commercial Core Redevelopment Program (2013)

Stephen Butler, Planning Director, Milwaukie butlers@ci.milwaukie.or.us | 503-786-7652

Port of Pasco Brownfield Redevelopment (Teamed with MFA) (2013)

Randy Hayden, Executive Director, Port of Pasco, 509-547-3378, rhayden@portofpasco.com

Oregon Brownfields Program Economic Impact Study (2013)

Karen Homolac, State of Oregon 503-986-0191 | karen.homolac@biz.state.or.us

Olympia Community Renewal Formation (2013)

Keith Stahley, Director of Community Planning and Development, City of Olympia 360-753-8314 | kstahley@ci.olympia.wa.us

Portland BPS Brownfield Redevelopment (Teamed with MFA) (2013)

Tyler Bump, Economic Planner, City of Portland Bureau of Planning and Sustainability 503-823-7713 | tyler.bump@portlandoregon.gov

Hillsboro Old Town Community Reinvestment Strategy (2012)

Colin Cooper, Planning Director, Hillsboro 503-681-6230

Colin.Cooper@hillsboro-oregon.gov

Portland Metro Brownfields Analysis (Teamed with MFA) (2012)

Miranda Bateschell, Senior Land Use Planner 503-797-1817

miranda.bateschell@oregonmetro.gov

Adair Village Brownfield Market Analysis (Teamed with MFA) (2011)

Drew Foster, City Administrator 541-745-5507 | drew.foster@adairvillage.org

South Billings Urban Renewal District (2011)

Candi Beaudry, Planning Director, Billings 406-657-8249 | millarc@ci.billings.mt.us

Zidell TIF Alternatives Analysis: North Macadam Urban Renewal Area (2010)

Jay Zidell, ZRZ Realty Company and Zidell Marine Corporation, 503-228-8691

Tukwila Urban Center Redev Plan (2010)

Lynn Miranda, Senior Planner, City of Tukwila Department of Community Development 206 431-3670 | Lynn.Miranda@tukwilawa.gov

PDC Westside Urban Renewal Area Plan (2009)

Denyse McGriff, Portland Development Commission, 503-823-3295 | mcgriff@pdc.us

RFI EVANT EXPERIENCE

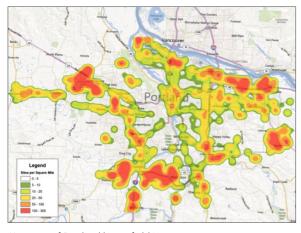
METRO BROWNFIELD SCOPING PROJECT, PORTLAND, OR

ECONorthwest and Maul Foster Alongi

Client: Metro Regional Council

Contract Period: March 2012 – October 2012 Client Reference: Miranda Bateschell, Senior Land Use Planner, 503-797-1817, miranda.bateschell@

oregonmetro.gov



Heatmap of Portland brownfield inventory

The goal of the Regional Brownfield Scoping project was to understand the scale and impacts of contaminated, underutilized properties in the Portland Metropolitan area and assess a range of policy solutions to promote cleanup and redevelopment of these sites. MFA and EcoNW conducted a brownfield inventory, conducted an economic analysis of brownfield financial feasibility and impacts, and facilitated a Technical Review Team of publicand private-sector representatives. The project included five major elements:

- Brownfield Inventory—estimation of potential brownfield properties in the Metro region, based on research on targeted study areas
- Case Study Analysis—qualitative and quantitative research into real-world example brownfield projects to understand their characteristics, challenges, and keys to success
- Impact Assessment—estimate of the economic opportunity costs, environmental threats, and social impacts of brownfields in the region
- Policy Review—review of national best practices to promote brownfield cleanup and redevelopment as a foundation for assessment of tools that could be applied specifically to Oregon and the Metro region
- Public Benefit Forecast—estimation of the public benefits of implementing different policy tools and increasing the rate of brownfield cleanup and redevelopment

SPOKANE NEPDA STRATEGIC PLAN

ECONorthwest (Morgan Shook past experience)

Client: City of Spokane Contract Period: 2011 - 2012

Client Reference: Teri Stripes, Incentives Specialist,

(509) 625-6597 | tstripes@spokanecity.org

While at BERK Consulting, proposed Project D irector, Morgan Shook, led a project to create a strategic plan for the newly formed Northeast Public Development Authority (NEPDA). The project involved research, analysis, and stakeholder engagement. The project team worked with the Northeast Development (NED)

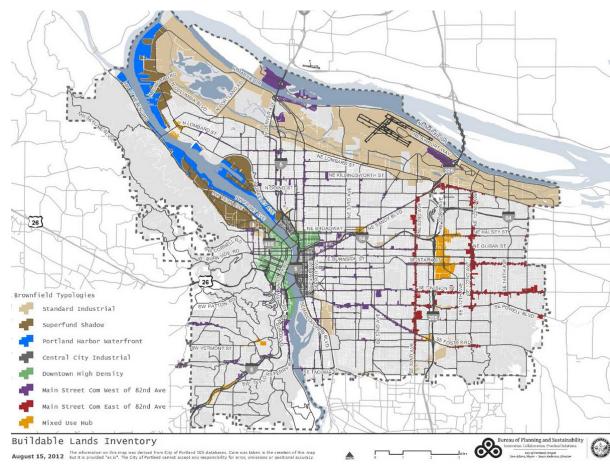
Advisory Board and the Northeast Stakeholder group, established by Mayor and City Council, to assist the City in implementing its Target Area Development Strategies. We worked with Advisory Board to educate them about available economic development tools and structures that could address infrastructure. community outreach, and business recruitment and retention efforts in the area. We assisted the Advisory Board in charging the NEPDA with strategic plan that included a vision statement, organizational mission, guiding principles, and action plan to guide it over its first years of operation.

PORTLAND BROWNFIELDS ASSESSMENT

ECONorthwest and Maul Foster Alongi

Client: City of Portland Contract Period: Client Reference:

The Portland Brownfields Assessment was a policy study designed to examine the economic, environmental, and social impacts of brownfield properties in the city of Portland, and to review policy options to increase the rate of brownfield redevelopment. The results of the effort will complement the City's Comprehensive Plan Update by helping plan for long-term growth within the Urban Growth Boundary, meet increasing demand for developable land, and promote opportunities for infill development. MFA led the consultant team with support from ECONorthwest. The study included a forecast of potential return on investment and the public benefits associated with brownfield redevelopment.



Portland Brownfield Buildable Lands Inventory

ST. HELENS BROWNFIELD DEVELOPMENT **DUE DILIGENCE**

ECONorthwest and Maul Foster Alongi

Client: City of St. Helens Contract Period:

Client Reference:

ECONorthwest, together with MFA, are working with the City of St. Helens as they complete due diligence on the potential acquisition and redevelopment of 17 acre former mill

site adjacent to the City's downtown. Issues on the site include brownfield remediation. infrastructure provision, and connections to existing neighborhoods and retail core. ECO is advising the client regarding negotiations of the purchase and sale agreement, and completed an analysis of the market for site redevelopment to support decisions regarding the acquisition and inform questions about land values.

PORT OF DOUGLAS COUNTY, NORTH **END MARKET STUDY**

ECONorthwest (Morgan Shook past experience)

Client: Port of Douglas County Contract Period: 2012 - 2013

Client Reference: Lisa Parks, Executive Director, (509)

884-4700 | lisa@portofdouglas.org

While at BERK Consulting, Morgan Shook led a project for the Port of Douglas County on a market study to develop a coordinated strategy for infrastructure development in the North End study area in the East Wenatchee urban growth area. The study area lacks the necessary infrastructure needed to support higher intensity uses and overlapping jurisdictional responsibilities for infrastructure provision created a challenge for how the agencies would support growth in the area. A regional market analysis and land use competitive assessment for the study area was conducted to demonstrate the long-term viability of higher intensity uses. Further, the market analysis and competitive assessment helped to guide the creation of an implementation plan for capital facilities in the area. The project culminated with a public meeting for elected officials and staff from all of the jurisdictions and service providers to discuss the market and financial challenges of funding infrastructure improvements. The result of that meeting produced commitments tackle coordinated planning and infrastructure development within the study area. This effort is on-going.

BROWNFIELD POLICY PLAN, OLYMPIA

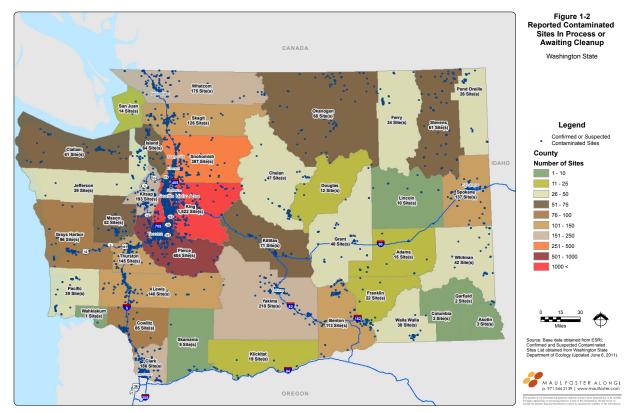
Maul Foster Alongi

Client: Department of Ecology Contract Period: February - September 2011 Reference: John Means, Department of Ecology, Brownfield Manager, 360-407-7188

MFA conducted an analysis of current laws and policies in Washington State and developed a plan to promote the evolution of the state's brownfield program into a "third generation" model that is strategic and efficient and that integrates economic forces and community perspectives. This plan formed the basis SB

5296 that amended the Model Toxics Control Act to create new policies including Brownfield Development Authorities.

MFA facilitated an advisory panel of experts from the private and public sectors to identify the strengths and challenges in the existing policy framework. MFA conducted research on best practices for brownfield policy across the country to support recommendations to improve Washington State financial and regulatory programs. Research included estimation of the number of brownfields in the state, economic impacts of brownfield



Inventory of contaminated sites throughout Washington State

redevelopment, and quantified forecasts of the potential outcomes of policy changes. The full report can be accessed on the Department of Ecology Web site http://www.ecy.wa.gov/ biblio/1109051.html.

WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE-KING COUNTY, ENERGY **EFFICIENCY SUPPLY CHAIN STUDY**

ECONorthwest (Morgan Shook past experience) Client: The Workforce Development Council of Seattle-King County

Contract Period: June 2010 to August 2010-Client Reference: Peter Cavanaugh, Project Manager, (206) 448-0474, pcavanaugh@seakingwdc.org

While at BERK Consulting, proposed Project Director, Morgan Shook, led a project Skillup WA and the Workforce Development Council of Seattle-King County to explore related opportunities in manufacturing and leveraging the region's strengths in energy services companies. This study focused on: 1) understanding where component parts installed during a commercial building retrofit are manufactured; and 2) identifying likely opportunities for local job creation within the commercial building retrofit industry. The study found that the Puget Sound's region's best economic development prospects were in capturing a greater share of the local market in building envelope manufacturing/fabrication; creating goods and services in the optimization of building components and systems; and, creating goods and services in building system integration and building efficiency performance.

OREGON BROWNFIELDS PROGRAM ECONOMIC IMPACT STUDY (2013)

ECONorthwest

Client: Oregon Business Development Department Contract Period: 2013 - 2014

Client Reference: Karen Homolac, State of Oregon 503-986-0191 | karen.homolac@biz.state.or.us

For the Oregon Business Development Department (OBDD), ECONorthwest evaluated the economic impact of projects where OBDD provided technical assistance or funding to support local economic and community development throughout Oregon. The goal of the Economic Impact Study was to evaluate, assess, and quantify the economic impact of selected projects and category types of projects, focusing on direct jobs created or retained, the value of private and other public sector investments leveraged and contributions to local and state tax revenues.

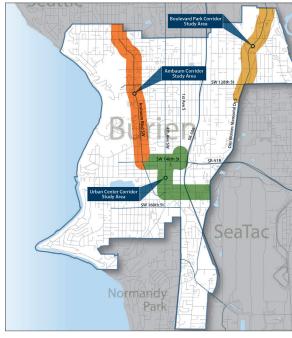
CITY OF BURIEN AMBAUM CORRIDOR **REDEVELOPMENT ANALYSIS**

Heartland

Client: City of Burien Contract Period: 2012 - 2014

Reference: David Johansen, Senior Planner | 400 SW 152nd Street, Suite 300, Burien, WA. 98166 | (206) 248-5522| davidj@burienwa.gov

Heartland was engaged by the City of Burien to conduct a "redevelopment gap" analysis for new residential multi-family development within Burien's priority transit corridors. The analysis involved assessing the real or perceived financial feasibility gap that currently exists for new development in each corridor and then estimating the potential for regulatory tools and other public sector interventions to bridge the feasibility gap. As part of this



BurienAmbaumCorridorRedevelopmentAnalysis

process. Heartland is created a financial model to estimate residual land values and developing a GIS mapping tool to geographically visualize the redevelopment gap across each corridor.

UNIVERSITY DISTRICT INTEGRATED PLAN, **SPOKANE**

Maul Foster Alongi and Heartland

Client: City of Spokane

Contract Period: December 2013—Present Reference: Scott Chesney, City of Spokane, Planning &

Development Services Director, 509-625-6300 Key Staff: Jim Darling, Principal in Charge; Michael

Stringer, Project Manager

The City engaged MFA and Heartland, LLC to assist them in spurring redevelopment in the University District. Building on the 2004 Master Plan and the 2012 Sprague Corridor Investment Strategy, this project is focused on real estate development strategies to facilitate a catalyst development site.

The MFA and Heartland team have grounded the planning effort in rigorous market analysis to understand the financial feasibility of redevelopment. MFA is conducting environmental investigation and analysis of cleanup options to understand the potential costs and implications of contamination for redevelopment plans. Outcomes of the project will include strategies to overcome financial challenges to redevelopment and to maximize the leverage of public resources to attract private investment.

Work on this project included:

- Market assessment
- Phase I ESA
- Focused Phase II ESA that included soil and groundwater sampling for chemicals of concern
- Feasibility study of cleanup options and associated cost estimates
- Feasibility study of redevelopment options for the property, including conceptual site plans and integrated analysis of economic, regulatory, environmental, and financial factors
- Funding and implementation strategy
- Public involvement, including facilitating public open house events, and preparing project fact sheets



Port of Bellingham Waterfront District Redevelopment

PORT OF BELLINGHAM WATERFRONT DISTRICT REDEVELOPMENT.

Heartland

Client: Port of Bellingham Waterfront Contract Period: 2012 - Ongoing Client Reference: Rob Fix, Executive Director | Port of Bellingham | 1801 Roeder Ave., Bellingham, WA. 98225| (360) 676-2500 | robf@portofbellingham.com

Since 2012, Heartland has served as strategic real estate advisor for the Port of Bellingham's Waterfront District, a 137-acre former Georgia Pacific pulp mill adjacent to downtown Bellingham. With the Port and City collaborating on regulatory approvals, infrastructure costs, and environmental cleanup, the stage has been set for creation of an entirely new neighborhood of the City. Heartland was engaged to develop and

implement a market outreach plan to secure private investment into the District, key to helping transform the vision a reality.

Heartland engaged in a two-stage marketing process as a way to solicit the broadest possible response from the market. With a focus on securing a master developer for at least the initial 10.8-acre first phase, we developed an RFI that resulted in responses from eight (8) qualified parties. The feedback provided in the responses was then used to create a more robust RFP, which resulted in nine (9) proposals. With a preferred developer now selected, Heartland is assisting the Port in negotiation of a Master Development Agreement.

REFERENCES

METRO BROWNFIELD SCOPING PROJECT, PORTLAND, OR

ECONorthwest and Maul Foster Alongi

Client: Metro Regional Council

Contract Period: March 2012 – October 2012

Client Reference: Miranda Bateschell, Senior Land Use Planner, 503-797-1817, miranda.bateschell@oregonmetro.gov

Project description appears on page 15.

SPOKANE NEPDA STRATEGIC PLAN

ECONorthwest (Morgan Shook past experience)

Client: City of Spokane Contract Period: 2011 - 2012

Client Reference: Teri Stripes, Incentives Specialist,

509-625-6597 | tstripes@spokanecity.org

Project description appears on page 15.

OREGON BROWNFIELDS PROGRAM ECONOMIC IMPACT STUDY (2013) ECONorthwest

Client: Oregon Business Development Department

Contract Period: 2013 - 2014

Client Reference: Karen Homolac, State of Oregon 503-986-0191 | karen.homolac@biz.state.or.us

Project description appears on page 18.

RELATED INFORMATION

No firm on the ECONorthwest Team has had a contract terminated for default in the last five (5) years.

SIGNED ADDENDA



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400 FAX (509) 625-6413

April 28, 2014

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #4016-14 THE YARD/Northeast Brownfields Market Analysis Services This Addendum 1 to Request for Proposals #4016-14 THE YARD/Northeast Brownfields Market provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" Analysis Services is being issued to eliminate wording, provide a link to background information, and

- 1. Q: Is there a page limit for responses?
- A: There is no page limit.
- Q: Section 4.1 details a cost proposal (#4) but there is no subsequent direction on what is required. What are the requirements for the cost proposal? 3
- A: Delete line item #4 "Cost Proposal" of Section 4.1. Do not provide a cost proposal.
- 4.4.B.3 refers to contract references and 4.4.C refers to business references. Can you please clarify the difference? Q: Section 4.4.B.3 and 4.4.C both request references. က်
- A: Section 4.4.B.3 requests a list of the contracts you have had with businesses/agencies for the The City reserves the right to contact this list as references. Section 4.4.C. requests three (3) businesses/agencies you choose specifically as a reference for your Firm. last five (5) years.
- Q: The RFP specifies a Community Relations Plan as part of the scope of services. However, the DOC grant states that the City of Spokane will create this plan. Can you please clarify? 4
- A: The City anticipates that the consultant awarded a contract will create a Community Relations Plan as specified in the scope of services.
- Q: Can the City provide background information regarding the redevelopment area? 5
- A: Background information regarding the redevelopment area can be found at the following link: http://www.spokaneplanning.org/NEPDA.html

Connie Warl

Connie Wahl, C.P.M., CPPB Purchasing

A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE. PLEASE NOTE:

The undersigned acknowledges receipt of this Addendum.

Company

ECONORMANIES

Authorized Signature

2

CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400 FAX (509) 625-6413

April 30, 2014

DAVID A. CONDON MAYOR

ADDENDUM NO. 2

REQUEST FOR PROPOSALS #4016-14 THE YARD/Northeast Brownfields Market Analysis Services

This Addendum 2 to Request for Proposals #4016-14 THE YARD/Northeast Brownfields Market Questions are identified **Analysis Services** is being issued to provide answers to questions received. with "Q". Answers are identified with "A" and red font.

- proposed Brownfields Redevelopment Zone? Can the selected consultant rely upon whatever conditions within the site oę Q: To what extent does the City expect geotechnical analysis geotechnical information the City currently has in its possession? -
- A: RFQ/P #4016-14 Part 2 "Scope of Services" details the required deliverables. Our intent with this Request is to have the Proposer tell the City how best to meet those requirements.
- layers available from the Spokane County Assessor's office? Would it be acceptable to rely upon Q: What level of detail is desired for the boundary map and sites/parcel maps in the Brownfields the Assessor's data for identification of easements or similar constraints on site development? Redevelopment Zone? Would it be acceptable to generate these maps using the ESRI base ri
- A: The City's intent with this Request is to have the Proposer tell the City how best to produce the required deliverables.
- consideration, given budget constraints would it be acceptable to submit a marketing plan that identifies the prospectus or other materials to be prepared, but leaves the action preparation of Q: For the marketing plan/prospectus to be prepared for Planning Commission and/or City Council these materials to a future contract(s)? 3
- A: Cost is not to be submitted with Proposal. The City will not discuss or negotiate cost until award recommendation and contract negotiation.
- Q: The grant agreement (Attachment B) makes reference to direct and indirect rates. As the prime consultant, we are not an A&E firm and typically use fully loaded rates. Please clarify for this contract whether the budget and rates are to be based on built-up rates (i.e. breaking out direct overhead, and profit/fee) or if fully loaded rates are acceptable. If the former, what percent profit (fee) would be allowed? 4
- A: Cost is not to be submitted with Proposal. The City will not discuss or negotiate cost until award recommendation and contract negotiation.

Q: Given the short amount of time between when final answers will be provided and when submittals are due, would it be possible to extend the deadline for submittals to at least five working days after final answers are provided? This will assist in coordinating final revisions to the scope and budget with our subconsultants, based on the additional information provided. 5

A: Due to tight time-lines, the City is unable to extend the due date for submitting Proposals.



Connie Wahl, C.P.M., CPPB Purchasing SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE. 4 PLEASE NOTE:

The undersigned acknowledges receipt of this Addendum.

Authorized Signature

Company

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/1/2014
05/12/2014		Clerk's File #	CPR 1981-0295
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	RAE-LYNN BARDEN 625-6774	Project #	
Contact E-Mail	RBARDEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
	Appointments		
Agenda Item Name	0520 APPOINTMENT TO PLAN COMMISSION		

Agenda Wording

Appoint Nancy Woodford, Ron Irwin and Diane Hegedus to the plan commission.

Summary (Background)

Appoint Nancy Woodford to a term to begin April 1, 2014 and expire on December 31, 2015. Appoint Ron Irwin toa term to begin April 1, 2014 and expire on December 31, 2016. Appoint Diane Hegedus to a term to begin April 1, 2014 and expire on December 31, 2018.

Fiscal Impact		Budget Account	
Select \$		#	
<u>Approvals</u>		Council Notification	<u>s</u>
Dept Head	WESTFALL, JENNIFER	Study Session	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		Distribution List	
<u>Legal</u>		jwestfall@spokanecity.org	
For the Mayor	SANDERS, THERESA	schesney@spokanecity.org	
Additional Approvals			
<u>Purchasing</u>			

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/29/2014
06/09/2014		Clerk's File #	CPR 2004-0017
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	RAE-LYNN BARDEN 625-6774	Project #	
Contact E-Mail	RBARDEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
	Appointments		
Agenda Item Name	0520 APPOINTMENT TO HOTEL AND MOTEL COMMISSION		

Agenda Wording

Appoint Travis Tramp to serve on the Hotel and Motel Commission.

Summary (Background)

Appoint Travis Tramp to serve a three year term to begin on June 9, 2014 and expire on June 8, 2017.

Fiscal Impact		Budget Account	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	WESTFALL, JENNIFER	Study Session	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		Distribution List	
<u>Legal</u>		jwestfall@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
<u>Purchasing</u>			

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	5/29/2014
06/09/2014		Clerk's File #	CPR 2007-0039
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	RAE-LYNN BARDEN 625-6774	Project #	
Contact E-Mail	RBARDEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
	Appointments		
Agenda Item Name	0520 APPOINTMENT TO THE WEST QUADRANT TIF		

Agenda Wording

Appoint Jo Ann Stewart to the West Quadrant TIF board to serve as the West Central Neighborhood Representaive Alternate position.

Summary (Background)

Appoint Jo Ann Stewart to a three year term to begin on June 9, 2014 and expire on March 29, 2016.

Fiscal Impact		Budget Account	
Select \$		#	
<u>Approvals</u>		Council Notification	<u>s</u>
Dept Head	WESTFALL, JENNIFER	Study Session	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		Distribution List	
<u>Legal</u>		jwestfall@spokanecity.org	
For the Mayor	SANDERS, THERESA	aworlock@spokanecity.org	
Additional Approvals			
<u>Purchasing</u>			