City of Redmond



Agenda

Tuesday, April 22, 2025

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziply Ch. 34, Facebook (@CityofRedmond), Redmond.gov/rctvlive, or 510-335-7371

Committee of the Whole - Parks and Environmental Sustainability

Committee Members

Angie Nuevacamina, Presiding Officer
Jeralee Anderson
Steve Fields
Jessica Forsythe
Vanessa Kritzer
Osman Salahuddin
Melissa Stuart

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctvlive), Comcast Channel 21/321, Ziply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

A. Action Items - 20 minutes

1. Award the Recreation Program Plan Contract to PROS CM 25-241 Consulting, Inc. in the Amount of \$74,255

Attachment A: Bid Submittal from PROS Consulting, Inc.

Attachment B: Consulting Services Agreement

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, May 6th

2. Award Public Art Master Plan Contract to Moore Iacofano CM 25-243
Goltsman, Inc. (MIG) in the Amount of \$96,965.00

Attachment A: Bid Submittal from Moore Iacofano Goltsman, Inc.

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, May 6th

3. Acceptance of a Grant funding for Cultural Arts Programming, <u>CM 25-245</u> in the Amount of \$72,000, from 4Culture

Attachment A: 4Culture Grant Contract

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, May 6th

4. Contract with Leasing 2 for the Financing of Fire Apparatus

CM 25-251

Attachment A: Lease Proposal - Leasing2

Department: Fire, 5 minutes

Requested Action: Consent, May 6th

B. Feedback for Study Session - 15 minutes

1. Redmond 2050: 2025 Code Package Part 3, Design Standards CM 25-209 and 2025 Housing Amendments.

Attachment A: Design Standards Table of Changes

Attachment B: Design Standards Table of Applicability

Attachment C: Housing Amendments Table of Changes

Attachment D: Proposed Amendments to RMC 3.10 Impact Fees

Attachment E: Proposed Amendments to RMC 7.04 Animal Control

Department: Planning and Community Development, 10 minutes

Requested Action: Study Session, May 13th

Legislative History

4/1/25 Committee of the Whole - presented Planning and Public Works

2. Environmental Sustainability Action Plan 2025 Refresh

CM 25-247

Department: Executive, 5 minutes

Requested Action: Study Session, May 13th

C. Informational - 25 minutes

1. Energy Smart Eastside - Residential Electrification Program CM 25-244
Update

Attachment A: 2024 Energy Smart Eastside Report

Department: Executive, 10 minutes Requested Action: Informational

2. Environmental Sustainability Action Plan Update - April 2025 CM 25-250

Attachment A: Environmental Sustainability Action Plan Implementation

Update

Executive, 5 minutes

Requested Action: Informational

3. Job Order Contracting (JOC) Introduction - an Alternative CM 25-240 Delivery Method for Smaller Public Works Projects

Attachment A: Job Order Contracting (JOC) Outline Brief

Department: Public Works, 10 minutes

Requested Action: Informational

D. Read Only - N/A

ADJOURNMENT

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

	k/22/2025 g of: Committee of the Whole -	- Parks and Environmental S	ustainability	File No. CM Type: Comm	
FROM:	mmittee of the Whole - Parks a Mayor Angela Birney TMENT DIRECTOR CONTACT(S		ility		
Parks		Loreen Hamilton		425-556-2336	
DFPΔR	TMENT STAFF:				
Parks		Erica Chua	Recreation	n Manager	
Parks		Zach Houvener	Recreation	n Deputy Director	
OVERV The Cit develo progra of Serv	the Recreation Program Plan C TIEW STATEMENT: Ty Council is being asked to an open preparative Remains as well as robust communities Policy (adopted by Council de the city through a collabora	ward a contract to PROS Contract to PROS Contract Plan. This ity engagement to ensure the lin 2022), PARCC Plan, and in the process to create a strate	onsulting, Inc. s plan will inc e plan aligns interests of Re egic framewo	to provide profession to the clude a thorough assemble the recreation properties of the commond residents. PR	essment of current rogram needs, Cost ROS Consulting, Inc
REQUE	STED ACTION:				
	Receive Information	☐ Provide Direction	⊠ Арр	orove	
REQUE	ST RATIONALE:				
•	Relevant Plans/Policies: 2017/2023 PARCC Plan , Redn	mond 2050, Cost of Service Po	olicy		
•	Required: Council provides authorization	n for the Mayor or designee	to sign		
•	Council Request: N/A				
•	Other Key Facts:				

Date: 4/22/2025	File No. CM 25-241
Meeting of: Committee of the Whole - Parks and Environmental Sustainability	Type: Committee Memo

N/A

OUTCOMES:

The PROS Consulting, Inc. contract outlines an agreement to provide professional services in the development of a comprehensive Recreation Program Plan. This plan will include a thorough assessment of current programs, as well as robust community engagement to ensure the plan aligns with the recreation program needs, Cost of Service Policy, PARCC Plan, and interests of Redmond residents. PROS Consulting, Inc. will guide the city through a collaborative process to create a strategic framework for future recreation.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

May 2025: Contract Approval by City Council

June 2025: Kick Off of Recreation Program Plan Project

June-October 2025: Community Engagement October-November 2025: Program Analysis

November-December 2025: Recreation Program Plan Implementation

Outreach Methods and Results:

N/A

• Feedback Summary:

N/A

BUDGET IMPACT:			
Total Cost: \$74,255			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: 0000311			
Budget Priority : One-Time Service Enhancements			
Other budget impacts or additional costs: If yes, explain: Examples: software with a yearly cost, revenue	☐ Yes generating, mat	No Ch requirements No N	□ N/A s, etc if none, enter N/A.
Funding source(s): General Fund			

Date: 4/22/2025

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 25-241

Type: Committee Memo

Budget/Funding Constraints:

Completed within the 2025-26 Biennium

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
Click and select a	Click and select a meeting from the dropdown menu.	Click and select an action
date, or click and		from the dropdown menu.
press delete if		
none.		

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/22/2025	Committee of the Whole - Parks and Environmental Sustainability	Approve
5/6/2025	Business Meeting	Approve

Time Constraints:

This item is a one-time service enhancement in the 2025-2026 budget. Completion in this timeframe dictates a commencement of work by the end of the 2nd quarter of 2025. Delays could push this work into the next biennium.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Recreation Division would be unable to ensure a citywide, comprehensive approach that provides alignment with the PARCC Plan, Cost of Service Policy, and Redmond 2050.

ATTACHMENTS:

Attachment A: Bid Submittal from PROS Consulting, Inc.

Attachment B: Consulting Services Agreement



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10859-25

Bid/Project Title: Recreation Program Plan

Closing Date: 03/04/2025 at 2:00pm PST

Submitted By:

Name of Company Submitting Response:

PROS Consulting, Inc.

Printed Name of Person Submitting Response:

Will Younger

Email:

william.younger@prosconsulting.com

Signature of Person Submitting Response:



Date:

3/6/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



RFP # 10859-25 Request for Proposals:

City of Redmond Recreation Program Plan

March 6, 2025



Prepared By:







Inspiring Communities to Action March 6, 2025

Cover Letter

Heidi Johnson, Sr. Purchasing Agent City of Redmond 15670 NE 85th Street Redmond, WA 97010

RE: RFP #10859-25 Request for Proposals – Recreation Program Plan

Dear Heidi and Selection Committee:

PROS Consulting considers it our privilege to present our qualifications for the opportunity to work with the City of Redmond on the preparation of a *Recreation Program Plan* ("Program Plan") to define strategies, services, and direction for public recreation programming to meet the needs of the community. PROS Consulting, established in 1995, is a recognized, full-service planning firm that focuses on services to government and not-for-profit agencies. PROS considers our approach to be sound and proven across the country in helping public agencies create sustainable systems that are driven through sound data and distinct analysis.

Our national experience, combined with our extensive work locally in the State of Washington and King County, specifically ensures that we can offer the best of both worlds in being worthy partners to help the City of Redmond achieve its vision and goals for the *Program Plan*. Our approach will develop a clearly defined programming planning process that defines strategies, services, and direction for public recreation programming that is financially sustainable and meets the needs of the residents of Redmond.

We believe our experience working with high-performing NRPA Gold Medal and CAPRA Accredited agencies on similar plans nationally and our customized methodology is best suited to help you:

- Create a plan that is grounded in inclusive and accessible community engagement to ensure the broad interests of the diverse community and stakeholders in Redmond are heard and can help guide growth and development of recreation programming.
- Outline a strategy for recreation to the entire community regardless of socioeconomic, cultural, racial, or geographic differences, and provides fair community benefit to all.
- Utilize a wide variety of data sources and best analytical practices to predict trends and patterns of use, community impact, and how to address unmet needs in Redmond.
- Shape the financial sustainability and organizational excellence to achieve the strategic objectives, identify revenue opportunities, and dynamic partnerships.
- **Develop a dynamic and realistic action plan** that creates a road map to ensure long-term success and financial sustainability for Redmond's recreation programming and the Redmond Community Center.

We are pleased to have assembled an esteemed and award-winning team for this project, which includes our longtime partner ETC Institute, a nationally renowned survey and market research firm to assist in the statistically valid community needs assessment survey development.

If you have any questions or need additional information, please do not hesitate to contact me at 317.679.5615 or email at leon.younger@prosconsulting.com or our project manager, Brian Trusty at brian.trusty@prosconsulting.com and 219.998.8779. We are enthusiastic about the opportunity to submit on this exciting and meaningful planning project for the City of Redmond.

Sincerely,

PROS Consulting, Inc.

Suite 300 Brownsburg, Indiana 46112

877.242.7760877.242.7761

35 Whittington Dr.

prosconsulting.com

Leon Younger, President

Teon Younger

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Section 1 — History and Experience of Firm

Who is PROS Consulting?

PROS Consulting is a small firm with a big presence in the field of management consulting for public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. PROS is among only a small handful of firms that have tremendous experience in the field as practitioners and have become nationally recognized for helping to shape and further transform the industry of parks and recreation. The full name and location of the office that will be working on this project are:

Full Legal Company Name: PROS Consulting, Inc. Years in Business: 30 (formed in 1995)

Type of Company: S-Corporation, Leon Younger, President

Contact Information: 35 Whittington Dr., Suite 300; Brownsburg, IN 46112

P: 877.242.7760; F: 877.242.7761

Contacts: Leon Younger, President; 317.679.5615; leon.younger@prosconsulting.com

PROS Quick Facts

- Since the firm was established in 1995 to uniquely serve the park, recreation and tourism services industry, PROS has completed more than 1,000 projects in over 47 states and numerous projects internationally in seven countries.
- The PROS Team has worked in highly diverse environments from the inner cities of Los Angeles, Miami, Atlanta, and Dallas to remote areas in Appalachia, Montana, and the American West. Our experience includes working with the best-of-the-best, the worstof-the-worst, and a lot in between.
- Our planning team has a great depth of operational experience with over 100 combined years as former parks and recreation managers. This perspective of being trained "in the industry" and not just "on the industry" allows us to relate to communities and their residents,
 - recreationalists of all types, and to understand the unique relevance of needs that can be most appropriately served by our clients. In other words, great recreational and park planning is not just collecting surveys and reporting results - it is about achieving a sustainable balance of services, meeting community needs, and resource protection with community fulfillment.
- Our approach to planning projects is that we become the **extension** of the client's team and carry the same accountability as they do in serving their communities.
- This project is not about the PROS Team or what we think is best for your organization and stakeholders, nor do we believe that what works in some parts of the country will work here. This project is about producing reliable, sustainable, relevant, and innovative outcomes for the City of Redmond, and the people that live, work and play in the region.



POINTS

of

DISTINCTION

EXPERIENCE

BILITY to LISTEN

AS CONSULTANTS





COST RECOVERY,





Unique Experience Specific to the Project

Central to our project approach is providing a high level of responsiveness to the City of Redmond Parks and Recreation staff and maintaining accessibility throughout the project lifespan. Our team is flexible and will work hard to effectively serve as an extension of the project staff. Also, we have three CAPRA Visitors on staff and have worked with nearly 40% of CAPRA accredited agencies, as well as 55% of NRPA Gold Medal Winners.

The matrix below illustrates the specific project and planning experience of PROS Consulting, as well as operations, financial, and program planning specifically in Washington.

Qualifications	PROS Consulting		
Experience with parks, recreational facilities, programs and service management	Over 100 years combined experience as practitioners in the parks and recreation industry and as planners.		
A firm understanding of the work of parks and recreation agencies	Successfully completed over 1,000 planning projects in all levels of the public sector.		
Familiarity with public sector cost accounting and budgeting	Successfully completed over 150 cost of service, financial management, or revenue enhancement plans for public clients.		
Knowledge of existing park-centric partnerships throughout the country	Directly assisted over 70 public clients with identifying, establishing, and maintaining innovative partnerships.		
Experience developing fiscal or financial plans at facility level (park or sector), or system level	Successfully completed over 200 business plans for individual parks and park systems.		
Public facilitation experience	Facilitated over 4,000 meaningful public meetings and focus groups throughout the United States.		
Personnel training experience	Organized and facilitated personnel development and training programs for over 10,000 participants in the last 26 years.		
Familiarity with and experience doing business in Washington	Completed parks and recreation planning projects for Kent, Metro Parks Tacoma, Si View Metroparks, Everett, West Richland, Seattle, Sammamish, Washington State Parks and many others across the region		
Experience with CAPRA Accredited and NRPA Gold Medal Agencies	Worked with the following CAPRA Accredited agencies in the past: Metro Parks Tacoma, WA; Gainesville, FL; Miami-Dade County, FL; Kansas City, MO; Carmel, IN; Roanoke, VA; Park District of Oak Park, IL; Westerville, OH; Toledo, OH MetroParks; Cleveland, OH MetroParks; Prince George's County, MD; Montgomery County, MD; Mecklenburg County, NC; Olathe, KS and many others throughout the last 26 years		
Forensic accounting and economic analysis experience	Utilized forensic accounting in all cost of service, business plan projects, and economic impact analysis; former public finance director and CPA on staff.		
Operational and programming analysis experience	PROS Consulting has completed over 300 operational and programming studies for a wide variety of parks and recreation planning projects on a system-wide level as well as site/facility specific.		
Experience in CAPRA Accreditation	Assisted the following agencies with CAPRA Accreditation in the past through master and strategic plans: Durango, CO; Kansas City, MO; Carmel, IN; Indianapolis, IN; Roanoke, VA; Toledo, OH MetroParks; Prince George's County, MD; Mecklenburg County, NC; Olathe, KS and many others throughout the last 26 years.		

"PROS Consulting has proved to be responsive, innovative, and sensitive to the unique needs and interests of our community. Based on the recently completed Parks and Recreation Master Plan, I am confident it will provide us a sound framework for decision-making for the next five years and beyond. PROS has assisted us to become the award-winning park system CCPR is today on many planning projects and has played an integral role in CCPR's planning efforts for nearly two decades."

Michael Klitzing, Director, Carmel Clay Parks & Recreation



Subcontractors

We have expanded our expertise and capabilities to best serve the needs of the City of Redmond in this project. **PROS Consulting, Inc.** will be the prime consultant and will lead the project team. If required, ETC Institute can complete a statistically valid survey to gain insight on the community's vision for recreation services in the City. Our team members have a great reputation across the industry and each of their firm profile summaries are outlined below.

ETC Institute

ETC Institute is a 102-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys,



business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. ETC Institute has conducted research for more major U.S. cities and counties than any other firm.

Core services of the firm involve conducting statistically valid surveys and related market research. ETC Institute has conducted more than 600 surveys for parks and recreation systems in 46 states across the country for a wide variety of projects including parks and recreation master plans, strategic plans and feasibility studies.

<u>Established in 1992</u>, the principals and associates of ETC Institute helped secure funding for more than \$2 billion of parks and recreation projects. <u>PROS Consulting and ETC Institute have teamed on more than 400 similar parks and recreation projects.</u>







Section 2 — Project Understanding

The City of Redmond desires a *Recreation Program Plan* that will develop a clearly defined programming process that engages community members and City decision makers to define strategies, services, and direction for public recreation programming that is financially sustainable and meets the needs of the residents of Redmond in alignment with city-wide and departmental goals.

The PROS Team will work with the Redmond Parks and Recreation Department to create a plan using existing data, any required new data, best practices, and creativity in collaboration and alignment with the recreation service industry and community stakeholders, while also being in alignment with CAPRA Accreditation best practices.



Desired Outcomes

The desired outcomes that the PROS Team anticipates for the project include, but is not limited to, the following required components:

- Stakeholder, resident, and staff involvement processes, which will form plan development.
- Solicitation and analysis of community input survey data, City or regional demographics and industry trends to determine community need, identifying and citing indicators of the need.
- An analysis and prioritization of forecasted needs based on determinants of need.
- Alignment with industry and CAPRA Accreditation best practices
- Strategic action plan that includes action items, operational steps, and outcomes to facilitate the City's ability to efficiently implement the plan.

Strategies

The study will be a community-supported action plan that provides guidance for future development and redevelopment of programs and services. In summary, we propose proven strategies based on the Department goals for the project that will:

- Engage the community, leadership and stakeholders in meaningful, varied and creative public engagement process to build a shared vision for programs in the City, as well as understand how to best serve current and projected recreation needs of the community in programs and facilities.
- **Utilize a wide variety of data sources and best practices** to predict recreation trends and patterns of use and how to address unmet needs in the City.
- **Determine unique Level of Service Standards** for the City to project appropriate and prudent actions regarding recreation programs and services and assess current recreation needs for programming.
- Shape financial and operational preparedness through innovative and "next" practices to achieve the strategic objectives and recommended actions and implementation strategies, while aligning with CAPRA Accreditation best practices.
- **Develop a dynamic and realistic strategic action plan** that can ensure long-term success and financial sustainability for recreation programs and facilities, as well as action steps to support the diverse community that the Department serves.



Recreation Program Plan Project Approach

The Recreation Program Plan will result in a 5-year attainable, performance-based plan with key deliverables and milestones established. It will also look at the function of these individual programs, activities, and services and their contribution to the Department's values, vision, and mission. The following is a detailed approach to develop the plan related to implementing specific action items. The Recreation Program Plan will be completed in two phases.

Task 1 — Project Management, SWOT Analysis, Demographic & Recreation Trends Analysis, & Gap Analysis

- **A. Kick-off Meeting, Tour, and Project Management** A kick-off meeting should be attended by the key Department staff and PROS Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the PROS Team. Detailed steps of this task include:
 - Confirmation and Outcome Expectations The project goals, objectives, scope, and schedule will be confirmed. Discuss expectations of the completed project.
 - Tour Meet with City staff for a guided tour of Redmond's park and recreation system in order to gain an understanding of Redmond's facility inventory and breadth of recreation programs
 - Communications Identify lines of communication, points of contact, level of involvement by staff, and other related project management details. The PROS Team will develop status reports to City staff on a monthly basis. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project.
 - Database of Stakeholders The PROS Team will work with City staff who will gather contact
 information from a variety of sources within the agency. This information will be used in the key
 leadership/focus group interview portion of the plan.
 - Data Collection and Review The PROS Team will review background research and relevant historical records, including the Redmond Teen and Senior Intergenerational Center planning process (2021), Parks, Recreation and Open Space (PROS) Plan (March 2020), Older Adults Recreational Services Needs Assessment (March 2019), Strategic Arts Plan (under development), other relevant plans and initiatives, surveys and interviews with people familiar with recreation programming, interviews and focus groups with customers and community leaders and national research on best practices in recreation programming.
 - Project Branding and Media Strategy The Consulting Team will work with the City to develop a
 project brand for the plan. This could include specific Project Name, Logo, Hashtags etc. in
 conjunction with the client. The branding will be woven into all aspects of project communication
 and outreach mediums including, but not limited to, the website, online surveys, and social media
 such as the City's Facebook, You Tube, or Twitter feeds.
- **B. SWOT Analysis** Based on meetings with City staff and discussions with key leadership, the PROS Team will develop a SWOT analysis highlighting existing Strengths, Weaknesses, Opportunities, and Threats faced by the Department as it relates to programs and services. The staff meetings will be organized by like program areas. The SWOT Analysis will also review how identified recreation programming aligns with or contributes to the City of Redmond's and the Department's values, vision, mission, and outcomes.
- C. Demographic & Trends Analysis The PROS Team will utilize the City of Redmond's demographic and other socio-economic projections for the system and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:





- To understand the market areas served by the park and recreation system and distinguish customer groups.
- To identify underserved populations, current reach to those populations, and to make recommendations to remove barriers and enhance inclusion by all.
- To determine changes occurring in the City, and assist in making proactive decisions to accommodate those shifts.

The City's demographic analysis will be based on previous planning efforts including US 2020 Census information, 2023 updated projections, and 5- (2028) and 10- (2033) year projections. The following demographic characteristics will be included:

- Population Density;
- Age Distribution;
- Households;
- Gender;
- Ethnicity; and
- Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association's (SFIA) 2023 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends. This will help to determine how recreational trends impact existing and projected user populations and will make recommendations on where to expand recreation and leisure programs based on community expectations and trends.

Task 2 — Community Engagement Process

The PROS Team will utilize an innovative and creative public engagement process to solicit community input on how the Department will meet the needs of residents in the future. This task is an integral part of the planning process. A wide range of community/participation methods may be utilized with traditional public meetings. These could include the use of the web, social media, as well as participatory workshops for local groups. Specific tasks include:

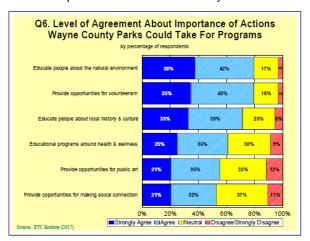
- A. Key Leadership/Focus Group Interviews The PROS Team will perform focus groups and key leadership interviews in the community to evaluate their vision for recreation programs in the Redmond community. Four to five (4-5) focus group meetings and key leadership interviews (up to 12) will be held over a two-day period. During these interviews/focus groups, the PROS Team will gain an understanding of the community values, as well as determine the priority for recreation programming and service needs of the community. The following list of potential interviewees will be used to select the final list in conjunction with the City:
 - Elected officials
 - Park Commission
 - Arts Commission
 - Historical Society
 - Conservation groups
 - Other service providers
 - Key partners and philanthropic organizations
 - School officials
 - Users and non-users of the parks and recreation system
 - City Staff
 - Special event providers





B. Community Needs Assessment Statistically-Valid Survey – ETC Institute can complete a statistically-valid survey if desired the City of Redmond. To facilitate the survey design process, ETC Institute will provide the City with sample surveys created for similar projects. Based on all the community input feedback and with additional input from the District staff, ETC Institute will develop a first draft of the survey. This includes

ensuring the survey instrument is worded to obtain statistically valid and reliable results, fine-tuned to shorten the survey instrument yet obtain the vital information needed, and formatted to meet all coding requirements. It is anticipated that 3-4 drafts of the survey will be prepared before the final draft is approved by the City. The survey will include a cover letter from the City and provide respondents the opportunity to respond in English or Spanish. As part of this task, the sampling plan for the survey will be finalized and the project manager will discuss which methodology is best to conduct the surveys. ETC Institute recommends administering the survey



to a random sample of at least 375 residents in the City. A random sample of 375 surveys would have a precision of at least +/- 5% at the 95% level of confidence; it would also allow the results of the survey to be analyzed by sociodemographic and geographic characteristics. ETC Institute will ensure that the results of the survey will be statistically representative of residents. ETC will also ensure that the survey results are statistically significant based on the population of City of Redmond. The survey will have recreation programming questions, as well as questions pertaining to the Redmond Community Center.

C. Social Pinpoint Project Website (includes online survey) – We will develop a customized project website, if desired by the City of Redmond that will provide on-going project updates and will serve as the avenue to crowd-source information throughout the project for the entire community. This could be combined with input through social media and could also host videos through a dedicated YouTube Channel and utilize the City's website. It has proven to be a highly effective tool in engaging the community on an on-going basis as well as maximizing outreach to an audience that may not traditionally show up at public meetings or choose to respond to a phone or mail survey.

Task 3 — Program Analysis

- **A. Program and Service Assessment** Programs and services are the backbone of park and recreation agencies. This assessment will review how well the Department aligns itself with community needs. The goal of this process is to provide program enhancements that result in successful and innovative program offerings. The PROS Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:
 - Age segment distribution
 - Lifecycle analysis
 - Core program analysis and development
 - Similar provider analysis/duplication of service
 - Market position and marketing analysis
 - Pricing structure and cost recovery
 - Review of program development process
 - Customer satisfaction
 - Trends in program registration
 - Current KPIs
 - Staff training and development



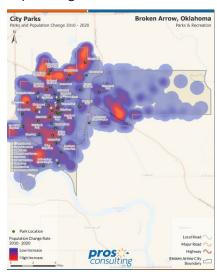


The program assessment process will produce a comprehensive index of all recreation program offerings. This index will be set up in a manner that allows the Department to update annually to examine Key Performance Indicators (KPIs). The recreation program assessment format will be discussed with the Department at length to create a tailored, customized index that works and interfaces with their existing systems. An important tenet to the recreation program assessment is the ability to gain insight into the Department's existing market position. As such, a similar provider assessment will be conducted in tandem with the data collection and analysis process to provide the consultant team with a fuller understanding of duplicative services and areas that may be underserved.

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that will help focus staff efforts in core program areas and will create excellence in those programs deemed most important by program participants and what other service providers are providing.

B. Gap Analysis & Mapping – The PROS Team will compile a complete and current community inventory of recreation facilities, programs, and services in the City of Redmond, including those provided by the City of Redmond, and those offered by schools and other alternative public, private and non-profit providers to understand market saturation, gaps, competition, or partner opportunities. This process can also include an inventory of similar facilities in neighboring communities that may serve Redmond residents.

The PROS Team will work with the staff to determine the appropriate GIS mapping. This could include mapping by classification of programs and major recreation amenities by facility standards as applied to population density and geographic areas. It can also include the walkability of accessing programs and facilities in the City. This mapping identifies gaps and overlaps in service area by showing all service providers.



- C. Evaluation of Programmable Facilities The PROS Team will identify, assess, and recommend indoor (e.g., Redmond Senior & Community Center, teen center, school facilities, leased facilities, etc.) and outdoor venues (e.g., historic farm, Redmond Pool, etc.) to better meet programming needs and priorities.
- **D. Prioritized Program Priority Rankings** The PROS Team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, and the program and services assessment into a quantified facility and program priority ranking. This priority listing will be compared against gaps or surplus in programs and services. This will list and prioritize program needs for the agency. The Team will conduct a work session with staff to review the findings and make revisions as necessary.

Task 4 — Recreation Program Plan Implementation

- **A. Recreation Programs Action Plan** Upon consensus of all technical work, the subsequent *Recreation Program Plan* will be completed with recommendations, supporting strategies, actions, responsibilities, and priorities/timelines. These strategies will establish specific and measurable objectives for programs and services that are reviewed periodically to ensure that programs are achieving the needed community benefit or outcome desired. Also, the PROS Team will identify clear strategies and directions to take advantage of new opportunities, and address gaps and redundancy in program delivery in Redmond. Action plans will be established in the following key areas:
 - **Operational Management** Recommendations that provide for short- and long-term enhancement of recreation program operational management practices of the Department.



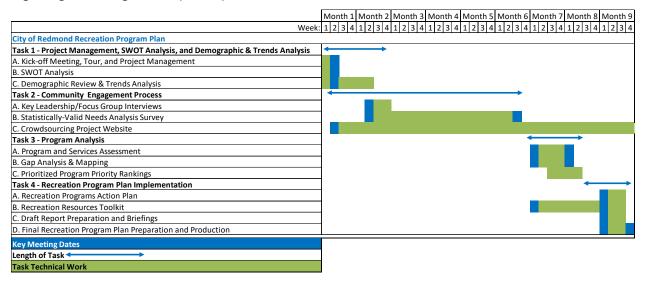
- Programs and Services Recommendations that provide for short- and long-term development of
 programs and services provided by the City, including opportunities to improve meeting user needs.
 The Consulting Team will make strategic recommendations to existing program offerings,
 organizational alignment, etc. based on analysis of existing programs, needs assessment, surveys,
 community feedback, target audience, etc.
- Policies and Practices Specific policies and practices for the City's recreation and engagement
 divisions that will support the desired outcomes of this Recreation Program Plan will be detailed
 such as recommendations on specific policies and practices related to recreational programming,
 and outlines how the Department should use performance and feedback data moving forward to
 influence programming, policy, and planning decisions.
- **B.** Recreation Resources Toolkit The PROS Team will work with the Department to develop a Recreation Resources Toolkit that will include at a minimum:
 - Minimum training standards for general recreation program staff, staff/volunteers working with individuals with disabilities, and volunteer youth sport coaches.
 - Redmond Recreation Program Training Manual that includes a summary of all minimum training requirements, current City of Redmond training tools, and any new recommended training tools that may be developed for this toolkit.
 - Summary of Key Performance Indicators that will be employed to evaluate Redmond recreational programming moving forward.
 - Updated participant feedback processes and tools.
- C. Draft Report Preparation and Briefings The PROS Team will prepare a draft Recreation Program Plan with strategies considering all analysis performed that is in alignment with CAPRA Accreditation standards. The recommendations and prioritization of needs will be reviewed and discussed with the Department staff on schedules to finalize action steps, responsibilities, and timelines. Department representatives will have sufficient time to review the draft plan, make any changes/additions/recommendations to it and ask for further clarifications if needed.
 - The PROS Team will meet with representatives of the Parks and Recreation Department and/or present to City Council to share information throughout this process, as well as present the final *Comprehensive Recreation Program Plan*, identify key findings, and answer questions. Once the draft is approved by the City, the PROS Team will prepare a final summary report and present it to the City Council for final approval and adoption.
- **D.** Final Recreation Program Plan Preparation, and Production Upon comments or revisions by City staff, the suite of relevant community advisory committees, and the community, the Consulting Team will finalize the Plan to reflect all input received. The final Recreation Program Plan will be prepared with a Summary Report that is professionally laid out and delivered along with associated appendices (technical reports). One electronic copy of the final plan will be delivered.





Section 3 — Adherence to Schedule

The project approach and scope of work detailed in this proposal will be completed by the PROS Team collaboratively with the City of Redmond Parks and Recreation staff. PROS can begin the project immediately and has the capability and availability to meet the project schedule depicted below. Specific dates will be set during the kick-off meeting process, and we will consider any special requirements by the City of Redmond regarding scheduling to meet your expectations.





Section 4 — Estimated Budget

The following fee breakdown is based on the project approach described in the Scope of Work for the City of Redmond Recreation Program Plan. We would appreciate the opportunity to meet and discuss the project approach and fees to ensure they are consistent with your expectations, as we are flexible in meeting your needs. We based our project approach on your RFP deliverables and elements that can easily be modified to meet your budgeting needs. This fee is a not-to-exceed amount and includes all costs, both direct and indirect, including any reimbursable expenses. PROS Consulting uses a transparent pricing model toward project budgets. We do not change-order our clients unless there is major scope addition to the project after contract execution.

	Total
PHASE I	
Task 1 - Project Management, SWOT Analysis, and Demographic & Trends	
Analysis	
A. Kick-off Meeting, Tour, and Project Management	\$ 1,820
B. SWOT Analysis	\$ 1,820
C. Demographic Review & Trends Analysis	\$ 3,620
Expenses	\$ 1,500
Subtotal Dollars	\$ 8,760
Task 2 - Community Engagement Process	
A. Key Leadership/Focus Group Interviews	\$ 4,380
B. Statistically-Valid Needs Analysis Survey	\$ 14,910
C. Crowdsourcing Project Website	\$ 6,875
Expenses	\$ 1,500
Subtotal Dollars	\$ 27,665
Phase I Total	\$ 36,425
PHASE II	
Task 3 - Program Analysis	
A. Program and Services Assessment	\$ 6,580
B. Gap Analysis & Mapping	\$ 3,010
C. Prioritized Program Priority Rankings	\$ 3,640
Expenses	\$ -
Subtotal Dollars	\$ 13,230
Task 4 - Recreation Program Plan Implementation	
A. Recreation Programs Action Plan	\$ 4,590
B. Recreation Resources Toolkit	\$ 8,280
C. Draft Report Preparation and Briefings	\$ 5,010
D. Final Recreation Program Plan Preparation and Production	\$ 4,720
Expenses	\$ 2,000
Subtotal Dollars	\$ 24,600
Phase II Total	\$ 37,830
TOTAL EXPENSES	\$ 5,000
TOTAL FEES	69,255
TOTAL DOLLARS	\$ 74,255

This scope and fee proposal is **valid for 90 days** from the date of submission to the City of Redmond. Additionally, PROS Consulting acknowledges and **agrees to obtain a City of Redmond business license** if selected to perform these services.





Appendix A — Key Team Members Resumes

The Consulting Team on this project will be led by PROS Consulting Principal, Brian Trusty, with project oversight by Leon Younger, PROS Consulting President, as well as all members of the PROS Team. Central to our project approach is providing a high level of responsiveness to the City of Redmond and maintaining accessibility throughout the project lifespan. Our team has the capacity, flexibility and will work hard to effectively serve as an extension of the City of Redmond project staff. The Consulting Team we have assembled has the experience and reputation of meeting time schedules and budgets and has completed many projects of a similar nature across the country.

Resumes

Leon Younger PROS Consulting President Education

> M.P.A., University of Kansas, Aug. 1988 B.S., Kansas State University, May 1975

Employment History

President, PROS Consulting, Sep. 1995 to present
Director/Chairman of the Board, Indianapolis Parks and Recreation, Apr.
1992 to Sept. 1995

Executive Director, Lake MetroParks (OH), Jun. 1988 to Mar. 1992 Director, Jackson County (MO) Parks and Recreation, Aug. 1983 to Jun.

1988

Certification

Certified Park and Recreation Professional

Professional Experience

Leon is the founder and President of PROS Consulting. He has more than 40 years in parks, recreation, and leisure services. Leon is a recognized leader in applying innovative approaches to managing parks and recreation organizations. He has held positions as Director of Parks and Recreation in Indianapolis, IN; Executive Director of Lake Metroparks in Lake County, OH (Cleveland area); and Director of Parks and Recreation in Jackson County, MO (Kansas City). Leon is routinely invited to present his management and development philosophies at conferences, workshops, and training across the United States, as well as internationally. He is co-creator of the Community Values Model, a business model that synthesizes community & stakeholder input into a strategic plan. He regularly addresses sessions at the National Recreation and Park Association Conferences and has served as a board member and instructor at the Pacific Revenue and Marketing School in San Diego, California and the Rocky Mountain Revenue and Management School in Colorado. Currently, Leon is serving on the Board of Directors for the City Parks Alliance, the only independent, nationwide membership organization solely dedicated to urban parks.

- Tacoma, WA Metro Parks Comprehensive Program Plan
- Si View, WA Metro Parks Comprehensive Program Plan
- Kent, WA Comprehensive Program Plan
- Kent, WA Riverbend Golf Complex Business Plan
- Miami Dade County, FL Comprehensive Program Plan
- Everett, WA Parks and Recreation Strategic Master Plan
- Dallas, TX Recreation Master Plan
- Kansas City, MO Parks and Recreation Strategic Business Plan
- City of Los Angeles, CA Parks and Recreation Needs Assessment
- Fair Oaks Recreation and Parks District, CA Parks and Recreation Strategic Master Plan





- Riverside County, CA Parks and Open Space District Strategic Plan
- City of San Jose, CA Pricing Philosophy, Revenue Enhancement, and Organizational Implementation Plan for the Department of Park, Recreation and Neighborhood Services
- City of San Francisco, CA Recreation Plan and Needs Assessment
- City of Healdsburg, CA Parks and Recreation Needs Assessment and Parks and Open Space Plan
- Sonoma County, CA Management Review Services and Implementation Plan
- City of Westerville, OH Parks and Recreation Strategic Master Plan
- Carmel Clay, IN Parks and Recreation Master Plan
- Olathe, KS Parks and Recreation Strategic Master Plan

Brian Trusty

PROS Consulting Principal

Email: brian.trusty@prosconsulting.com

Phone: 214.998.8779

Education

B.S., Texas A&M University, 1995 M.S., Texas A&M University, 2000

Employment History

Principal, PROS Consulting, Jan. 2022-Present

Vice-President, National Audubon Society, Nov. 2012-2021 Vice-President, PROS Consulting, Jan. 2007 to Oct. 2012

Executive Director, Adventure Sports Center International (ASCI), May 2005 to Nov. 2007

Manager – Nature Park System, Lower Colorado River Authority, Sep. 2000 to March 2005

President and Founder, SierraQuest Corporation, Sep. 1993 to Aug. 2003

Professional Experience

Brian Trusty has enjoyed a 30-year career in parks and recreation, land and habitat management, tourism, and economic development that includes executive management responsibilities in private for-profit, private non-profit, and public organizations. Brian's career includes managing an outdoor adventure tour program he founded that operated in 22 U.S. states, Canada, and Mexico; managing a system of nature parks for the Lower Colorado River Authority (LCRA) in Texas; leading the development and operation of the premier adventure sports destination on the east coast; performing strategic planning and management consulting for parks and recreation and land management agencies throughout the United States; and leading Audubon's conservation and environmental education programs in Texas and the Central Flyway. Brian also led the charge in uniting and elevating Audubon extensive network of nature centers and wildlife sanctuaries throughout the United States for the last two years. Brian has served on the Texas State Parks Advisory Committee since 2013 as its Chair and was the primary author on the recent Committee recommendations to the Texas Parks and Wildlife Commission regarding financial sustainability for the Texas State Parks System in the future. This led to the successful passage of a state constitutional amendment in 2019 establishing a dedicated public funding source for Texas State Parks. In 2019, Brian was recognized as a Distinguished Alumni of Texas A&M's Parks, Recreation and Tourism Sciences Department.

- Temple, TX Parks and Recreation Strategic Plan
- San Antonio, TX Youth Services Master Plan
- Broken Arrow, OK Comprehensive Recreation Program Plan
- Pocatello, ID Parks, Recreation, Open Space, and Trails Plan
- Westminster, CO Parks, Recreation and Leisure Services Vision Plan
- Tennessee State Parks Comprehensive Strategic Plan







- Lawrenceburg, TN Parks and Recreation Master Plan
- Johns Creek, GA Recreation and Parks Master Plan
- Olathe, KS Parks and Recreation Master Plan
- Derby, KS Parks and Recreation Master Plan
- Bays Mountain Regional Park Long Range Strategic Plan (Kingsport, TN)
- State of Kentucky Parks, Operations and Financial Strategic Plan
- Texas State Parks Business Planning Services
- California State Parks Operations and Financial Plan
- Eastern Kentucky Regional Adventure Tourism Plan
- Maryland State Parks Operational and Financial Plan
- Central Iowa Water Trails Governance and Management Analysis (Des Moines, IA)
- City of Sedona, AZ Parks and Recreation Master Plan
- City of West Richland, WA Parks and Recreation Master Plan
- City of Palmer, AK Parks and Recreation Master Plan
- Town of Crested Butte, CO Regional Parks and Recreation Plan
- Missoula County, MT Parks, Recreation, Trails and Open Space Master Plan

Philip Parnin, CPRP

PROS Consulting Associate Principal

Education

B.S. Recreation and Parks Management, Indiana University

Employment History

Consultant, PROS Consulting; 2017 - present

Director of Parks and Recreation, Town of Brownsburg, IN; 2007 to 2017 Assistant Director of Parks and Recreation, Town of Brownsburg, IN; 2006 to 2007

Director of Recreation, Mooresville Park District, IN; 2000 to 2006 Recreation Supervisor, Town of Munster, IN; 1998 to 2000 Recreation Programmer, Monroe County, Bloomington, IN; 1997 to 1998



Certification

Certified Park and Recreation Professional (CPRP)

Professional Experience

Philip Parnin has over 25 years of experience in the field of parks, recreation, and leisure services. He has managed and led park development and sustainable operations at the executive level for over 16 years (including over a decade as director). In his leadership role, Philip established standards for improved efficiencies and operations by developing system-wide business plans, enterprise fund business plans, strategic master plans, recreation plans, marketing plans, site master plans, capital improvement plans, maintenance plans, trails and greenways plans, emergency action plans, and feasibility studies. Philip's field experience includes diverse municipal settings including: county, city, town and township district. His experience is enhanced by previous experience as the Indiana Park and Recreation Association President, along with serving on the Board of Directors. Philip currently serves as the Treasurer of the Indiana Park & Recreation Foundation where he has advised the board to financial gains beyond expectations. His approach to planning helps agencies transform ideas into successes that can be leveraged for even greater success.

- Cincinnati Recreation Commission, OH Business Plan
- Kettering, OH Recreation Program Plan
- Las Vegas, NV Recreation Program Plan



- City of Huber Heights, OH Parks and Recreation Needs Assessment & Prioritization Plan
- Great Parks of Hamilton County, Cincinnati, OH Comprehensive Master Plan
- Dublin, OH Parks and Recreation Master Plan
- Sidney, OH Parks and Recreation Master Plan
- Miamisburg, OH Parks and Recreation Master Plan
- Hopkins, MN Parks and Recreation Master Plan
- Edwardsville, IL Parks and Recreation Master Plan
- Streamwood Park District, Streamwood Village, IL Parks and Recreation Strategic Marketing Plan
- Arlington Heights, IL Park District Parks and Recreation Master Plan
- City of Upper Arlington, OH Parks and Recreation Comprehensive Master Plan
- Durango, CO Parks, Recreation and Open Space Master Plan
- Chesterfield, OH Parks and Recreation Master Plan
- Rockville, MD Parks and Recreation Master Plan
- Highpoint, NC Parks and Recreation Master Plan
- Idaho Falls, ID Parks and Recreation Strategic Master Plan
- Prince William County, VA Parks and Recreation Needs Assessment
- Town of Brownsburg, IN Parks and Recreation Strategic Master Plan

Sarah Durham, CPRP PROS Consulting Senior Project Manager Education

B.A. (Public Relations / Business), Purdue University

Employment History

Consultant, PROS Consulting; 2010 to present

Certification

Certified Parks and Recreation Professional (CPRP)

Professional Experience

Sarah's academic background in communications and business coupled with her experience in the private sector on the sales side equips her strongly to lead and support the market research and business planning functions of all key PROS projects. Her strong analytical skills coupled with a strong business



background allow her to provide an in-depth perspective to understand the market potential and position agencies to best meet the users' needs. She manages a variety of tasks ranging from competitor analysis to GIS mapping as well as demographics / trends assessments and establishing levels of service standards for agencies all over the country.

- Miami Dade County, FL Regional Parks and Recreation Assessment
- City of Carlsbad, CA Parks and Recreation Needs Assessment and Action Plan
- City of San Clemente, CA Beaches, Parks and Recreation Master Plan
- Prince George's County, MD Functional Master Plan for Parks, Recreation & Open Space
- City of Kansas City, MO Parks and Recreation Master Plan
- East Baton Rouge Parish, LA Parks and Recreation Master Plan
- Shawnee County, KS, Parks and Recreation Master Plan
- City of Columbus, OH Parks and Recreation Master Plan
- City of Dallas, TX Recreation Master Plan
- Birmingham, AL Regional Partnership Assessment
- Mecklenburg County, NC Comprehensive Parks and Recreation Master Plan





- Carmel Clay, IN Parks and Recreation Comprehensive Master Plan
- Washington County, PA Parks and Recreation Master Plan

Dalton DicksonPROS Consulting
Project Consultant
Education

B.A. (Urban Policy and Planning), University of North Texas M.P.A. (Local Government), University of North Texas

Employment History

- Consultant, PROS Consulting; 2022 to present
- Sustainability Intern, City of Lewisville; October 2021 to October 2022
- Environment & Development Intern, North Central Texas Council of Governments; March 2021 to October 2021

Professional Experience

As an emerging young professional, Dalton has primarily worked in the public sector in sustainability, solid waste, and environment & development. With a



passion for parks and recreation, sustainability, and urban planning, Dalton works to utilize his skills on a multitude of planning projects. A two-time alumnus of the University of North Texas, he received his Master of Public Administration in May 2023. His academic and professional background has allowed him to hone his skills in the field of Parks and Recreation, developing capabilities in technical writing, program analysis, similar provider assessments, demographics and trends analysis, Microsoft Word, Microsoft Excel, and Adobe InDesign.

- City of Anna, TX Community Center Feasibility Study
- City of Broken Arrow, OK Comprehensive Recreation Program Plan
- City of Temple, TX Parks and Recreation Strategic Plan
- City of San Antonio, TX Youth Services Master Plan
- City of Pocatello, ID Parks, Recreation, Open Space, and Trails Plan
- City of Johns Creek, GA Parks and Recreation Master Plan
- City of Lawrenceburg, TN Parks and Recreation Master Plan
- City of Lewisville, TX Athletic Field Study
- City of Muscatine, IA Market Analysis, Operations Plan, and Design Recommendations
- City of Ottawa, KS Parks and Recreation Master Plan
- City of San Antonio, TX, Parks and Recreation Youth Master Plan
- City of Winterset, IA Community Center Study
- Vigo County, IN Feasibility Study



Ryan MurrayETC Institute Assistant Director of Community Research Education

B.S. in Public Administration – The University of Kansas

Summary of Professional Experience

Mr. Murray has over 12 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Mr. Murray has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Project Manager includes survey design, developing sampling plans, quantitative and qualitative data analysis, interpretation of results, and presentation of findings. In his previous role he planned, coordinated, and supervised the administration of large-scale origin-destination transportation studies on over a dozen projects throughout the country. Mr. Murray has worked as a Project Manager on projects for over fifty state, county, local, and private sector clients.

Similar Project Experience

Mr. Murray has served as a project manager for over 150 parks and recreation surveys for local governmental organizations. Some of these organizations include:

- Aberdeen, South Dakota
- Albemarle County, Virginia
- Ankeny, Iowa
- Arlington County, Virginia
- Austin, Texas
- Barrington, Illinois
- Beaver Creek, Ohio
- Berkshire Township, Ohio
- Cincinnati, Ohio
- Colleyville, Texas
- Corpus Christi, Texas
- Dania Beach, Florida
- Deerfield Township Ohio
- Delaware County, Ohio
- Denver, Colorado
- Elon, North Carolina
- Estero, Florida
- Fauquier County, Virginia
- Flower Mound, Texas
- Geneseo, Illinois
- Glasgow, Kentucky
- Grand Prairie, Texas
- Grand Rapids, Michigan
- Great Neck, New York
- Hunters Creek, Florida
- Indian Trail, North Carolina
- Ithaca, New York

- Kent County, Michigan
- Kentwood, Michigan
- Milton, Georgia
- Milwaukee County, Wisconsin
- Mobile, Alabama
- Montgomery County, Maryland
- Morris Township, New Jersey
- New Port Richey, Florida Oakland County, Michigan
- Oswegoland, Illinois
- Ozark, Missouri
- Pleasant Hill, California
- Port St. Lucie, Florida
- Roanoke, Virginia
- Rolesville, North Carolina
- Salina, Kansas
- San Clemente, California
- San Diego, California
- San Louis Obispo, California
- Sandy Springs, Georgia
- Virginia Beach, Virginia
- Warren County, North Carolina
- Washtenaw County, Michigan
- Waxhaw, North Carolina
- Wayne County, Michigan
- West Sacramento, California
- Westerville, Ohio
- Westfield, New Jersey





Appendix B — Project List and References

Recreation Programming Plan Experience and References

Metro Parks Tacoma Mission-Led Comprehensive Program Plan (2016) and Strategic Plan (2018)

TACOMA, WASHINGTON

In 2016, PROS Consulting completed a Mission-Led Comprehensive Program Plan (MLCPP) for Tacoma, WA. The MLCPP is a six-year document that guides Metro Parks Tacoma's recreation service provision. Aligned with MPT's strategic planning framework and budget cycle, the MLCPP is a critical document in understanding community needs, identifying gaps in services, and outlining how the District delivers its programs and details key issues facing the system along with key strategies, or recommendations, to address each challenge.

To develop the MLCPP, the PROS undertook the following tasks:

- Comprehensive Community Profile a thorough understanding of Tacoma's demographics and socio-economics, recreation participation trends, and market potential. This information was organized and analyzed at three levels:
 1) Tacoma city limits; 2) 30-minute drive time from city limits; and 3) separation into the District's four distinct planning areas.
- Program Inventory and Analysis complete cataloging of all programs and services offered by MPT to identify location, markets served, participation trends, productivity rates, and performance metrics.
- Gap Analysis based upon the existing programs and needs identified through a statistically-valid community survey, areas of greatest need were identified and prioritized.
- Dashboard Development graphical depictions of program locations, similar service providers, and park facilities overlaid with information on community need for programs. Specialized dashboards were developed for each of the four planning areas.

Overall, the document provides the foundation for recreation services and amenities in parks and facilities and is meant to guide and be supported through additional business planning processes. Utilizing a comprehensive public engagement process and research platform, the planning team was able to develop a unique Level of Service (LOS) that resulted in prioritized direction for future acquisition, productive use of space, redevelopment,

WEIGHT ALE

expansion, or dissolution of the District's park and recreation facilities and programs.

Project Budget: \$99,910 Project Schedule: January 2016-September 2016

Client Reference: Mr. Joe Brady, Chief Strategy Officer; Metro Parks Tacoma; joeb@tacomaparks.com;

253.305.1014





Kent, WA Comprehensive Recreation Program Plan (2020) and Parks, Recreation, and Open Space Plan (2022)

KENT, WASHINGTON

Kent Parks, Recreation & Community Services (Kent PRCS) retained PROS Consulting in 2019 to develop the Department's first Comprehensive Recreation Program Plan. Kent PRCS has aspirations to achieve CAPRA Accreditation and therefore, the development of a dedicated program plan is a necessity. In addition to the expressed CAPRA-related need, Kent PRCS experienced severe budget cuts for several years preceding the plan's development. The Comprehensive Recreation Program Plan put recreation in the forefront and used the planning process to establish and articulate Kent PRCS's value to the community in order to provide realistic action items for an 8-year period given the existing fiscal realities.



The public engagement process, highlighted by a statistically-valid community survey, identified a couple key findings (among others) to help position Kent PRCS within the community such as:

- 77% of respondents believe it is equally or more important to fund parks, trails, and recreation facilities compared to other City services.
- The top three community issues respondents believe Kent PRCS addresses includes: enhancing healthy aging, making living in Kent fun, and enhancing community connection to each other.

Kent PRCS levered the Comprehensive Recreation Program Plan to spur community change. The planning process changed the narrative from one of loss to one of opportunity.



The final Comprehensive Recreation Program Plan laid the foundation for the Kent PRCS programs and services delivery model such as (among others): Key Performance Indicator (KPI) identification and integration, how "unmet need" is identified and resolved, outreach to underserved populations and how to remove barriers, and strategic directions and action items outlined by fiscal year.

Project Budget: \$85,180 **Project Schedule:** July 2019-February 2020

Client Reference: Ms. Julie Parascondola, Director; Kent Parks, Recreation & Community Services Department; 400 West Gowe Street, Kent, WA 98032; 253-856-5007; jparascondola@kentwa.gov





Si View Metro Parks, WA Comprehensive Recreation Program Plan (2021) NORTH BEND, WASHINGTON

Si View Metropolitan Park District (Si View MPD) was formed in 2003. Si View MPD strives to enhance the quality of life for residents in Snoqualmie Valley through recreation programs and parks. With a historic Community Center, indoor pool, multiuse sports fields, picnic shelter and playgrounds, Si View is the only such regional recreational facility serving as the social, cultural and educational hub in the community. Si View MPD operates an extensive array of recreation programs connecting with residents of all ages and abilities. Additionally, seasonal activities bring the community together for events such as the North Bend Farmers Market and Summer Concert Series, Festival at Mount Si, Theater in the Park, Harvest Festival, and Si View Holiday Bazaar.

As an independent, regional unit of government, Si View MPD's formation allows local control of Si View Park, Pool, and Community Center. Si View MPD covers approximately 17,300 acres, including the City of North Bend and Fire District 38, in unincorporated King County. A five-member Board of Commissioners governs Si View MPD.

PROS Consulting worked with Si View MPD to complete a Recreation Program

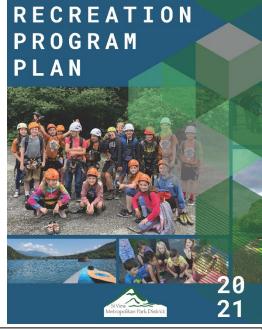
Plan in 2021. The purpose of the Recreation Program Plan was to define strategies, services, and direction that advance Si View MPD's mission. The plan provides direction to Si View MPD staff and the Board of Commissioners by establishing determinant factors for the delivery of parks and recreational services for District residents. Ultimately, the Recreation Program Plan aims to be concise, user-friendly, and implementable document with clear strategies for the next 6 years, effective in 2022.

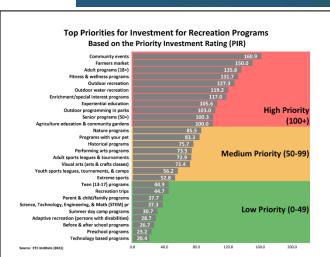
After identifying and reviewing the influencing factors for Si View MPD recreation programming, the PROS Team began a public engagement process designed to meet the key objectives Si View MPD staff outlined for the *Recreation Program Plan*:

- The plan will recommend program direction and future improvements based on identified community needs.
- The Recreation Program Plan will produce a set of service level targets and strategies for the District's programs and services.

Project Budget: \$54,980 Project Schedule: December 2020-August 2021

Client Reference: Ms. Mina Rudd, Recreation Manager; Si View Metro Parks; 400 SE Orchard Dr., North Bend, WA 98045; 425.414.0768; mrudd@siviewpark.org







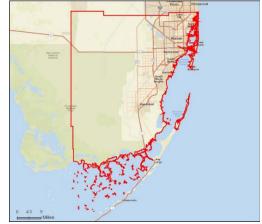
Miami-Dade County, FL Comprehensive Recreation Program Plan (2018) MIAMI, FLORIDA

The Miami-Dade County Parks, Recreation, and Open Spaces Department is the third largest county park system in the United States. The system consists of 270 parks and over 13,000 acres of land. In order to help fulfill its mission "to create outstanding recreational, natural, and cultural experience to enrich you and enhance the quality of life for our community for this and future generations" the County emphasizes the importance of staying "ahead of the curve" in relation to recreational programming and services.

The County retained PROS Consulting to develop a Comprehensive Recreation Program Plan to provide guidance for both short-term and long-term goals in a financially sustainable and achievable manner. Specifically, the plans overarching outcomes are to identify:

- Who are we now?
- What should we look like as a regional system?
- How do we change and get there?

A key component to the plan is to understand the socioeconomic impact parks and recreation has on Miami-Dade residents. As such, the plan incorporated Centers for Disease Control and



Prevention (CDC) data and County developed data to create comprehensive GIS maps (by Commission District) that helped highlight:

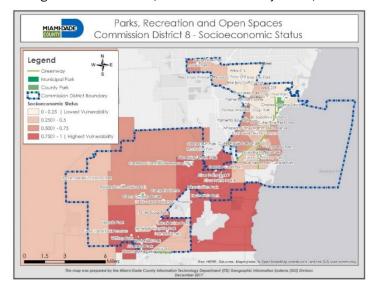
- Park access
- Underserved areas
- Areas of duplicative services (between the County and local municipalities)

The final Comprehensive Recreation Program Plan provides insight as to how Miami-Dade County should position itself to be a leading regional county park system, transitioning away from the local focus it has organically grown to have. A key tenet for the County is to adhere to park design standards to ensure recreational programming is offered at appropriate facilities and in locations that serve the greatest community needs.

Project Budget: \$130,360 Project Schedule: May 2018-March 2019

Client Reference: Mr. Eric Hansen, Chief of Recreation Programs and Services; Miami-Dade County Parks,

Recreation, and Open Spaces Department; 275 NW 2nd Street, Suite 424, Miami, FL 33128; 305-755-7964; eric.hansen@miamidade.gov







Carmel, IN Comprehensive Recreation Program Plan (2018) CARMEL, INDIANA

Carmel Clay Parks & Recreation (CCPR) was established through an Interlocal Cooperation Agreement between the City of Carmel and Clay Township. CCPR was created to serve the nature and fitness needs of the community, manage and develop existing spaces and resources, and create a sustainable future for parks and recreation programs through a financially viable and environmentally conscious parks system. CCPR provides over 5,000 recreation programs annually and so recreation planning is paramount to identify met and unmet community needs.

The Comprehensive Recreation Program Plan was broken into two phases:

Phase I

- What are the demographics of our community and how does that change based on the geographic area of Carmel/Clay Township?
- What are the nationwide health and wellness trends, challenges, and issues?
- What recreation programs do we need/want to provide to residents and how does that change based on the geographic area?
- Who are the underserved or unserved populations?
- How well are we doing in meeting expressed needs? Are there unmet needs that we should be addressing?

Phase II

- What other organizations in the area are meeting expressed needs? Are there partnership opportunities?
- How should we position ourselves to meet the identified unmet needs while ensuring we maintain meeting our met needs?

The final Comprehensive Recreation Program Plan provides direction for specific recreation programming offerings including time of day, class/activity format, pricing, additional services to consider, and performance core Additionally, measures/indicators to implement. Comprehensive Recreation Program Plan is used to activate community parks. The plan analyzed the community's interests and preferences for location-based programming as well as activities/topics of interest. CCPR is using this information to enhance its data-driven decision-making process to ensure a needs-based approach is taken for their recreational program and service offerings.



Project Budget: \$49,000 **Project Schedule:** February 2018-February 2019

Client Reference: Mr. Kurtis Baumgartner, Assistant Director; Carmel Clay Parks & Recreation Department; 1235 Central Park Drive East, Carmel, IN 46032; 317-573-5238; kbaumgartner@carmelclayparks.com



Cincinnati, OH Recreation Commission Program and Facilities Business Plan (2019)

CINCINNATI, OHIO

In 2019, PROS Consulting, Inc. completed a Recreation Business Plan for the Cincinnati Recreation Commission ("CRC"). The CRC is a CAPRA accredited agency and a winner for two NRPA Gold Medal awards. CRC boasts a network of citywide recreation centers which complement CRC's variety of aquatic facilities, 2,500+ acres of CRC outdoor athletic and playground facilities. Each year, millions of people visit CRC's recreational facilities and enjoy many programs at indoor recreation centers and outdoor play areas. In addition, tennis attractions and premier public golf courses make CRC a top-notch organization.

The CRC desired a Programs and Facilities Business Plan to serve as a road map for the next five years and to recommend program direction, facility operations, maintenance, and capital improvements based on community needs. The plan provided an extensive overview of the system including historical context

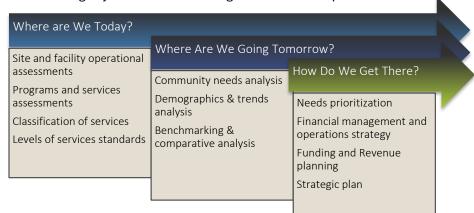
Mincinnati ecreation RECREATION

2019 **BUSINESS PLAN**

regarding CRC's rich history and national prominence; in addition to clearly stating its current condition, needs, cost for meeting needs, and future challenges.

This plan included an inventory of current, as well as desired, facilities and programs needed to serve the community and prioritizes direction for the future programming of CRC's park and recreational assets and services. The study included a community-supported action plan that provides guidance for future development and redevelopment of programs, facilities and services.

This Business Plan created a clear set of objectives that provided direction to CRC staff and the Board of Commissioners for a short-term, mid-term and long-term range. There were numerous steps in the project, with the following key areas of focus being foundation components.



The Business Plan was developed to equip the CRC with government business principles to guide the process. The final deliverable included a dynamic and realistic strategic action plan that created a road map to ensure long-term success and financial sustainability for the CRC, as well as action steps to support cultural vibrancy, strong social connections among communities, and quality of life for the community and businesses that make Cincinnati a great place to live.

Client Reference: Mr. Daniel Betts, Director; 805 Central Ave., Suite 800; Cincinnati, OH 45202; 513.352.4006; daniel.betts@cincinnati-oh.gov



docusign

Certificate Of Completion

Envelope Id: EA13E558-6C18-4431-9BBF-CE0F8A7175DE

Subject: RFP 10859-25 Recreation Program Plan, Closing 03/04/2025

Source Envelope:

Document Pages: 27 Signatures: 1 **Envelope Originator:** Initials: 0 Certificate Pages: 2 DocuSign Purchasing AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

15670 Ne 85th St

Redmond, WA 98052

Status: Completed

docusignpurchasing@redmond.gov

IP Address: 73.146.179.63

Record Tracking

Status: Original Holder: DocuSign Purchasing

3/6/2025 12:44:45 PM docusignpurchasing@redmond.gov Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Redmond, WA Location: DocuSign

Location: Docusign

Signer Events

Will Younger william.younger@prosconsulting.com

PROS Consulting, Inc.

Security Level: Email, Account Authentication

(None)

Signature

Will Younger

Signature Adoption: Pre-selected Style Using IP Address: 73.146.179.63

Timestamp

Sent: 3/6/2025 12:44:47 PM Viewed: 3/6/2025 12:45:16 PM Signed: 3/6/2025 12:45:50 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

SecureBids@Redmond.gov

Security Level: Email, Account Authentication

(None)

Secure Bids

Completed

Using IP Address: 204.152.61.20

Sent: 3/6/2025 12:45:52 PM

Viewed: 3/7/2025 3:02:22 PM Signed: 3/7/2025 3:02:28 PM

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	3/6/2025 12:44:47 PM 3/7/2025 3:02:22 PM 3/7/2025 3:02:28 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	3/7/2025 3:02:28 PM
Payment Events	Status	Timestamps

Consulting Services Agreement [Non-Public Work]

PROJECT TITLE Recreation Program Plan	EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.) Attachment A: RFP Bid Recreation Program Plan, includes: Scope of Work, Work Schedule, Estimated Budget.
CONTRACTOR PROS Consulting, Inc.	CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond Erica Chua 15670 NE 85th St Redmond, WA 98052 echua@redmond.gov
CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #) PROS Consulting, Inc. 35 Whittington Dr. Suite 300 Brownsburg, Indiana 46112	BUDGET OR FUNDING SOURCE Budget Priority- One-time enhancements 0000311- One-time enhancements
CONTRACT COMPLETION DATE January 2026	MAXIMUM AMOUNT PAYABLE \$74,255

page 2 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

THIS AGREEMENT is entered into on _______, 20___ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise 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 has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

- 1. Retention of Consultant Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.
- 2. <u>Completion of Work</u>. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.
- 3. <u>Payment</u>. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such 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 the Scope of Work attached. The CONSULTANT shall be entitled to invoice

page 3 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. <u>Changes in Work</u>. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY 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 CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

- A. The CITY 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 or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.
- B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.
- C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.
- D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

page 4 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- 6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.
- 7. <u>Independent Contractor</u>. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.
- 8. <u>Indemnity</u>. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:
- A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and
- B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.
- 9. <u>Insurance</u>. The CONSULTANT shall provide the following minimum insurance coverages:
- A. Worker's compensation and employer's liability insurance as required by the State of Washington;

page 5 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.
- C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

- 10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.
- 11. <u>Notices</u>. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

page 6 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- 12. <u>Project Administrator</u>. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.
- 13. <u>Disputes</u>. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
- 14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.
- 15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.
- 16. <u>Compliance and Governing Law.</u> The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

page 7 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- 17. <u>Subcontracting or Assignment</u>. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.
- 18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.
- 19. <u>Litigation</u>. 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 agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
- 20. <u>Taxes</u>. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.
- 21. <u>City Business License</u>. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.
- 22. <u>Entire Agreement</u>. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

page 8 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:	CITY OF REDMOND:
By:	Angela Birney, Mayor
Title:	DATED:
	ATTEST/AUTHENTICATED:
	City Clerk, City of Redmond
	APPROVED AS TO FORM:
	Office of the City Attorney



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

	Whole - Parks and Environmental	Sustainability	File No. CM 25-243 Type: Committee Memo
TO: Committee of the Whole FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CON	- Parks and Environmental Sustain	ability	
Parks	Loreen Hamilton	4	25-556-2336
DEPARTMENT STAFF:			
Parks	Chris Weber	Cultural Art	Supervisor
Parks	Brittany Pratt	Recreation I	Business Manager
Parks	Zach Houvener	Parks Deput	y Director
Award Public Art Master Plan	Contract to Moore Iacofano Golts	man, Inc. (MIG) in	the Amount of \$96,965.00
OVERVIEW STATEMENT: The City Council is being asked the development of a Public A as robust community engage and interests of Redmond residents.	d to award a contract to Moore Ia Art Master Plan. This plan will incl ment to ensure the plan aligns w	cofano Goltsman, ude a thorough as ith the PARCC Pla Inc. will guide the	the Amount of \$96,965.00 Inc. to provide professional services sessment of current programs, as won, Redmond 2050, and program nee city through a collaborative process
OVERVIEW STATEMENT: The City Council is being asked the development of a Public A as robust community engage and interests of Redmond residente a strategic framework in the control of th	d to award a contract to Moore la Art Master Plan. This plan will incl ment to ensure the plan aligns wild idents. Moore lacofano Goltsman,	cofano Goltsman, ude a thorough as ith the PARCC Pla Inc. will guide the ng.	Inc. to provide professional services seessment of current programs, as won, Redmond 2050, and program nee
OVERVIEW STATEMENT: The City Council is being asked the development of a Public A as robust community engage and interests of Redmond residente a strategic framework in the control of th	d to award a contract to Moore Ia Art Master Plan. This plan will incl ment to ensure the plan aligns wi idents. Moore Iacofano Goltsman, for future cultural arts programmi	cofano Goltsman, ude a thorough as ith the PARCC Pla Inc. will guide the ng.	Inc. to provide professional services seessment of current programs, as won, Redmond 2050, and program nee

REQUEST RATIONALE:

- Relevant Plans/Policies:
 - 2017/2023 PARCC Plan, 2017 Public Art Master Plan, Redmond 2050
- Required:

Council provides authorization for the Mayor or designee to sign

• Council Request:

N/A

• Other Key Facts:

Enter any additional information to explain why this item is coming forward.

Date: 4/22/2025

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 25-243

Type: Committee Memo

OUTCOMES:

The contract to Moore Iacofano Goltsman, Inc. outlines an agreement to provide professional services in the development of a comprehensive Public Art Master Plan. This plan will include a thorough assessment of current programs, as well as robust community engagement to ensure the plan aligns with the PARCC Plan, Redmond 2050, and program needs and interests of Redmond residents. Moore Iacofano Goltsman, Inc. will guide the city through a collaborative process to create a strategic framework for future cultural art programming.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

May 2025: Contract Approval by City Council

June 2025: Kick Off of Public Art Master Plan Project

June-October 2025: Community Engagement October-November 2025: Program Analysis

November-December 2025: Public Art Master Plan Implementation

• Outreach Methods and Results:

N/A

• Feedback Summary:

N/A

BUDGET IMPACT:			
Total Cost: \$96,965.00			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: 0000311			
Budget Priority: One-Time Service Enhancements			
Other budget impacts or additional costs: <i>If yes, explain</i> : Examples: software with a yearly cost, revenue	☐ Yes generating, mat	図 No cch requirement	□ N/A s, etc if none, enter N/A.
Funding source(s): General Fund			
Budget/Funding Constraints: N/A			

Date: 4/22/2025	File No. CM 25-243
Meeting of: Committee of the Whole - Parks and Environmental Sustainability	Type: Committee Memo

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
Click and select a	Click and select a meeting from the dropdown menu.	Click and select an action
date, or click and		from the dropdown menu.
press delete if		
none.		

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/6/2025	Business Meeting	Approve

Time Constraints:

This item is a one-time service enhancement in the 2025-26 budget. Completion in this timeframe dictates a commencement of work by the end of the 2nd quarter of 2025. Delays could push this work into the next biennium.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Cultural Arts section would be unable to ensure a citywide, comprehensive approach to public art in alignment with the PARCC Plan and Redmond 2050.

ATTACHMENTS:

Attachment A: Bid Submittal from Moore Iacofano Goltsman, Inc.



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10864-25

Bid/Project Title: Public Art Masterplan Update

Closing Date: 3/7/2025 at 2:00pm PST

Submitted By:

Name of Company Submitting Response:

Moore Iacofano Goltsman, Inc. (MIG)

Printed Name of Person Submitting Response:

Steve Cheadle

Email:

scheadle@migcom.com

Signature of Person Submitting Response:

Stew Cheadle

Date:

3/7/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here

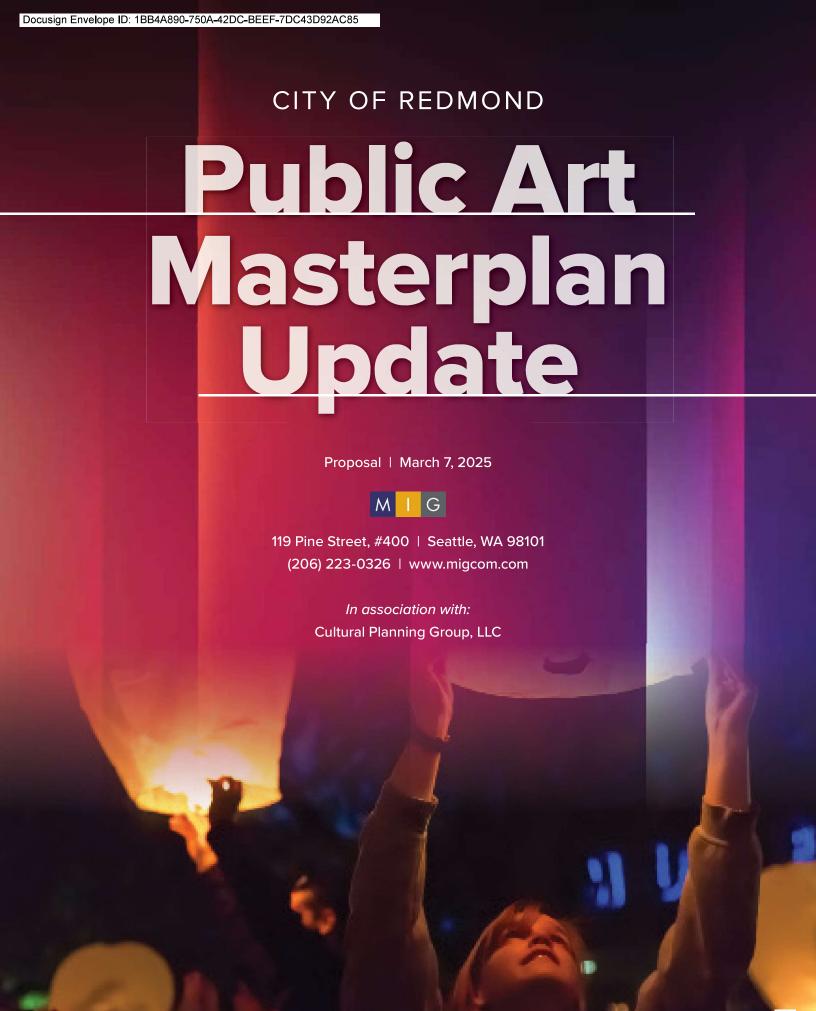


TABLE OF CONTENTS

COVER LETTER



119 Pine Street, #400 Seattle, WA 98101 (206) 223-0326 www.migcom.com

CALIFORNIA

BERKELEY, FULLERTON, LOS ANGELES, PASADENA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN JOSE, AND SONOMA

> COLORADO DENVER

NEW YORK BROOKLYN

OREGON PORTLAND

TEXASSAN ANTONIO

WASHINGTON SEATTLE March 7, 2025

City of Redmond, Washington Purchasing Division, M/S: 3NFN 15670 NE 85th Street PO Box 97010 Redmond, WA 98073-9710

RE: RFP for the City of Redmond Public Art Masterplan Update

Dear Selection Committee Members:

MIG is pleased to submit our proposal to update the City of Redmond's Public Art Master Plan. Redmond stands at a critical juncture in its cultural evolution—one that embraces its rapid technological growth while deepening its commitment to community identity, inclusivity, and creative placemaking. As a multidisciplinary firm with extensive experience in public art planning, community engagement, and urban design, we are uniquely positioned to craft a visually compelling, action-oriented plan that reflects Redmond's dynamic community and bold aspirations.

We understand that Redmond seeks a concise, graphics-driven plan that not only integrates seamlessly with existing City priorities but also represents cultural arts efforts equitably across all neighborhoods. The MIG Team brings specific expertise that aligns perfectly with your needs:

- » Public Art Curation and Planning Spanning temporary and permanent installations across diverse communities.
- » Urban and Parks Planning Ensuring art is integrated into public spaces in ways that enhance usability and engagement.
- » Creative Visual Communication Our in-house agency specializes in graphic design, video production, interactive websites, 3D visualization, and augmented reality experiences to create compelling public art narratives and engagement tools.
- » GIS and Spatial Analysis Using advanced mapping tools, demographic analysis, and digital storytelling platforms to identify optimal art locations and gather meaningful community input.
- » Community-Centered Engagement We will engage Redmond's diverse stakeholders, including the tech community that drives much of the City's growth and economic vitality.
- » Authentic Tribal Representation Our Native Nation Studio specializes in providing engagement with regional tribes that is respectful, collaborative, and culturally meaningful.

To strengthen our expertise in funding strategies and policy development, **MIG will partner with Cultural Planning Group (CPG)**, a national leader in arts planning with over 100 completed public art plans. Their extensive experience in securing sustainable funding and shaping cultural policies will add tremendous value to the project, allowing Redmond's Public Art Master Plan to be both visionary and implementable.

Our team, led by Project Manager Ann Berchtold and Deputy Project Manager Sou Garner, brings award-winning experience from similar projects in Grand Rapids and Howard City, with specialized support from Alex Dupey (Principal-in-Charge), Katie Wall (GIS), José Leal (Native Nation Building), and Danyel Cisneros (Graphic Design).

We are confident in our ability to deliver a visually dynamic, implementation-focused Public Art Master Plan that positions Redmond as a forward-thinking leader in cultural arts. We look forward to the opportunity to collaborate with you on this important initiative.

This proposal shall remain valid for a minimum of 60 calendar days. Additionally, we acknowledge and agree to obtain a City of Redmond business license as a requirement for performing these services.

Sincerely,

Alex Dupey, AICP Principal-in-Charge Ann Berchtold

Project Manager and

Director of Public Art and Placemaking

Buchtold



SUMMARY APPROACH

Understanding Redmond's Cultural Evolution

Redmond is experiencing a transformative phase in its cultural evolution. As the eighth most populous city in King City, with approximately 80,040 residents, Redmond balances rapid technological growth with a deep commitment to quality of life, cultural diversity, and environmental stewardship. The City's public art journey, first formalized with the 2017 Public Art Master Plan, has laid a strong foundation. However, shifting demographics, economic opportunities, and evolving City priorities necessitate an updated vision.

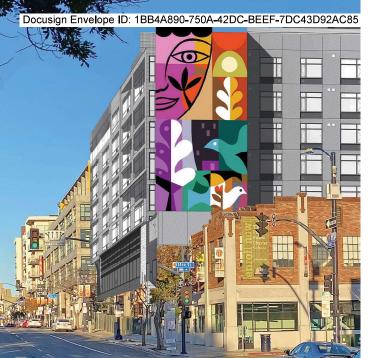
The next iteration of the Public Art Master Plan will build upon this foundation, aligning with the City's broader goals, including the 2023 PARCC Plan and Redmond 2050. It will address the needs of a younger, increasingly diverse population, maximize inclusive cultural representation, and capitalize on opportunities within the tech industry to create a thriving arts ecosystem. Redmond aspires to be a recognized arts destination, with public art enhancing its urban landscape, fostering community connections, and reflecting the City's dynamic identity.

Approach: A Concise, Visual, and Actionable Plan

Our approach is centered on creating a visually compelling, strategic, and implementation-focused plan that is accessible to diverse audiences. This means prioritizing graphics, maps, and visual tools to communicate complex ideas effectively, while aligning public art initiatives with City priorities and community needs. The plan will emphasize inclusivity, engaging a broad range of stakeholders—including traditionally underrepresented communities and regional tribes—to support equitable representation. By integrating with existing City planning efforts and providing a clear roadmap for implementation, this Public Art Master Plan will serve as a practical and forward-thinking guide for Redmond's cultural future.









Workplan Approach

MIG's expertise in public art planning, urban design, and strategic engagement means that Redmond's Public Art Master Plan will be visionary, actionable, and rooted in best practices. Our evidence-based process integrates deep community collaboration, data-driven insights, and innovative policy strategies to maximize impact.

PHASE 1: PROJECT INITIATION & DISCOVERY

This phase establishes the foundation for the Public Art Master Plan through research, stakeholder engagement, and strategic planning.

1.1 Project Kickoff & Work Plan Development

- » Facilitate a kickoff meeting with key stakeholders to establish goals, priorities, and engagement strategies.
- » Define project coordination, communication preferences, and meeting schedules.
- » Develop a detailed work plan and timeline outlining milestones, resource allocation, and project scope.
- » Implement a project tracking system (Monday. com Gantt chart) to manage tasks, milestones, and dependencies.

1.2 Pre-Engagement & Research

» Convene and define the role of a Stakeholder Advisory Group (SAG) to provide informed guidance throughout the process.

1.3 Benchmarking & Best Practices Analysis

- » Compare Redmond's public art program with peer cities, identifying best practices, innovative approaches, and funding models.
- » Assess national trends in digital art, climateresponsive works, and equity-driven initiatives.

1.4 Project Branding & Communications

- Establish a cohesive visual identity for outreach and engagement.
- » Develop initial materials, including a graphic project timeline, engagement overview, webpage content, and ArcGIS StoryMap for digital participation.

1.5 Literature Review & Analysis

- » Review relevant policies, past plans, and cultural initiatives, including the 2017 Public Art Master Plan, PARCC Plan, Redmond 2050, and Downtown Cultural Corridor Plan.
- » Conduct a citywide site tour to assess key cultural assets, neighborhoods, and potential public art locations.

1.6 Ongoing Coordination & Project Management& City Council Update #1

» Maintain project alignment through regular check-ins, progress tracking, and the first City Council briefing to provide updates and gather input.

PHASE 2: STAKEHOLDER ENGAGEMENT

MIG's engagement strategy draws diverse, equitable participation through multi-platform engagement, targeted outreach, and transparent documentation to shape a public art plan that reflects Redmond's identity and community priorities.

2.1 Stakeholder Meetings & Site Visit #1

- » Facilitate up to eight focus group interviews with community organizations, City boards, artists, and cultural leaders.
- » Conduct stakeholder interviews and artist-led workshops to explore themes, priorities, and opportunities.
- Engage key stakeholders through site visits to assess locations for future public art.

2.2 Online Community Survey

- » Deploy an interactive online survey with visual preference components to gather public input.
- » Maximize accessibility through multiple digital platforms, City email lists, social media, and newsletters.

2.3 Team & Stakeholder Advisory Group (SAG) Findings Review

- » Conduct virtual team meetings to review engagement findings and refine methodologies.
- » Maintain transparency and ongoing documentation by providing regular project updates through digital platforms and public engagement summaries.

2.4 Site Visit #2 & City Council Update #2

- » Host a public town hall event to present findings, gather additional feedback, and encourage broad community participation.
- » Utilize pop-up engagement stations in high-traffic areas to reach diverse audiences.
- » Prioritize outreach to BIPOC communities, regional tribes, youth, low-income households, and people with disabilities through tailored engagement strategies.
- » Partner with schools, cultural organizations, and local artists to build inclusive representation.
- » Provide a City Council update summarizing engagement outcomes and project progress.

PHASE 3: PUBLIC ART MASTER PLAN DEVELOPMENT

MIG will craft a data-driven, community-informed, and visually compelling master plan that aligns with Redmond's cultural vision and future aspirations.

3.1 Vision & Curatorial Strategy Development

- Establish a unifying artistic vision that reflects
 Redmond's identity and cultural priorities.
- » Define criteria for temporary vs. permanent artworks, public vs. private realm integration, and emerging artist opportunities.

3.2 Funding & Policy Recommendations

- » Assess private developer contributions, public-private partnership opportunities, and sustainable funding strategies.
- » Strengthen policies to support long-term maintenance, conservation funding, and equitable investment in public art.

3.3 Draft Plan Development & Internal Review

- » Compile all research, community insights, and strategic recommendations into an initial draft.
- » Present to City staff and stakeholders for feedback before finalizing.
- » Launch a dedicated public art webpage showcasing Redmond's collection, artist resources, and engagement tools.

3.4 Public Presentation & Final Refinements

- » Present findings to City leadership and the public for final input.
- » Conduct follow-up interviews and meetings with key stakeholders to refine recommendations.

WOKRPLAN AND ESTIMATED HOURS

TASK	ITEM	DESCRIPTION	DELIVERABLES	ESTIMATED HOURS
Phase 1: Project Initiat	ion & Discovery			
1.1 Project Kickoff & Work Plan Development	Kickoff Meeting	Align expectations, define roles, confirm scope	Kickoff Meeting Summary, Work Plan, Schedule	18
1.2 Pre-Engagement & Research	Develop Steering Advisory Group (SAG) Conduct Stakeholder Mapping. Evaluation of 2017 Public Art Master Plan	Analyze plan effectiveness, gaps, and strengths	Stakeholder Outreach & Engagement Strategy, SAG Formation Plan, Gap Analysis Report, Cultural Asset Inventory Report	40
1.3 Benchmarking & Best Practices Analysis	Benchmarking Analysis	Compare with similar cities, identify best practices	Benchmarking Report, Best Practices Summary	20
1.4 Project Branding & Communications	Develop a Cohesive Visual Identity	Create project branding strategy	Branding Guide, Outreach Materials	25
1.5 Literature Review & Analysis	Review Previous Planning Efforts & Policies	Review City plans, policies, and demographics	Analysis Reports, Alignment Recommendations	20
1.6 Ongoing Coordination & Project Management, City Council Update #1	Bi-Weekly Team Meetings	Coordinate with City staff and track progress	Meeting Minutes, Progress Reports	55
Phase 2: Stakeholder	Engagement			
2.1 Stakeholder Meetings & Site Visit #1	Facilitate Meetings & Workshops	Engage stakeholders through workshops and site visits	Stakeholder Workshop Notes	40
Follow-Up on Engagement	Revise Stakeholder List	Adjust engagement strategy based on feedback	Updated Stakeholder List	10
2.2 Online Community Survey	Design & Deploy Survey	Collect community insights through digital tools	Survey Results Report	27
2.3 Team & (SAG) Findings Review	Facilitate Virtual Team Meetings	Maintain project coordination and refine methodologies	Meeting Notes, Adjusted Plans	12
2.4 Site Visit #2, & City Council Update #2	Host Town Hall Event	Engage public through interactive sessions	Event Summary Report	50
Phase 3: Public Art Ma	aster Plan Development			
3.1 Vision & Curatorial Strategy Development	Define Curatorial Vision	Develop a cohesive vision for public art	Vision Document, Guiding Principles	30
3.2 Funding & Policy Recommendations	Evaluate Existing Policies	Analyze policies and suggest ordinance updates	Policy Update Recommendations	10
3.3 Draft Plan Development & Internal Review, City Council Update #3	Develop Draft Plan	Compile research findings into a structured draft	Draft Public Art Plan	50
3.4 Public Presentation & Final Refinements	Public Presentation	Engage public and city leaders in review process	Public Presentation, Final Feedback Report, Final Public Art Master Plan	35

PROJECT SCHEDULE

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														Ye	Year															
		April			Мау			June	υ.		July	>		Aug	August		Sep	September	ber		Oct	October		Ž	oven	November		Dec	December	er
		× × ×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×
Tas	Task 1: Project Initiation & Discovery																													
77	Project Kickoff and Work Plan Development				\vdash	_			_					_			Н	H	H	_	L			Г	Г	H	H	H	_	
1.2	Pre-Engagement & Research Phase																													
1.3	Benchmarking & Best Practices Analysis																													
1.4	Project Branding & Communications Materials																													
1.5	Literature Review & Analysis																													
1.6	Ongoing Coordination & Project Management, & City Council Update #1																													
Tas	Task 2: Stakeholder Engagement																													
2.1	Site Visit #1 (SAG) Meeting In-Person																													
2.2	Online Community Survey																													
2.3	Team & Stakeholder Advisory Group (SAG) Findings Review (Virtual)																													
2.4	Site Visit #2 & City Council Update #2																													
Tas	Task 3: Public Art Master Plan Development																													
3.1	Vision & Curatorial Strategy Development																													
3.2	Funding & Policy Recommendations																													
3.3	Draft Plan Development and Internal Review, City Council Update #3																													
3.4	Public Presentation & Final Refinements									_			_																	

PROJECT LEAD AND TEAM QUALIFICATIONS

About MIG, Inc.

HISTORY AND STRUCTURE OF THE FIRM

Moore lacofano Goltsman, Inc. (MIG), founded in 1982, is a nationally recognized planning and design firm specializing in creating environments, strategies, and tools that foster human development and enrich communities. With over 260 professionals across 14 offices nationwide, MIG provides expertise in public art and cultural planning, market and economic analysis for the arts, funding and governance strategies, urban planning, creative placemaking, community engagement, strategic planning, and environmental graphic design. The firm operates as an integrated team of designers, planners, engineers, scientists, and storytellers—all committed to improving the physical and social environments that shape our lives.

MIG will lead this project in collaboration with the Cultural Planning Group (CPG), who will serve as a subconsultant. Established in 1998 as a California LLC, CPG is a respected leader in public art and cultural planning, with a portfolio of over 100 arts-related master plans completed nationwide. As a subconsultant, CPG's team of dedicated partners and associates will contribute specialized expertise in arts and cultural master planning, funding analysis, public-private partnerships, and community engagement. This partnership leverages MIG's leadership and CPG's complementary skills to deliver impactful public art and cultural master plans.

SUMMARY OF RELEVANT SERVICES PROVIDED

- » Public Art and Cultural Planning
- » Market and Economic Analysis for the Arts
- » Funding and Governance Strategies
- » Creative Placemaking
- » Community Engagement and Facilitation
- » Policy Development and Funding Strategies
- » Urban Design and Placemaking
- » Environmental Graphic Design and Wayfinding

The MIG Team

Alex Dupey, AICP, Principal-in-Charge

Alex provides senior oversight and brings extensive experience in parks planning and public space activation. His expertise provides seamless integration between public art initiatives and broader parks and recreation goals.

Ann Berchtold, Project Manager

Ann brings over 15 years of experience in public art planning and cultural development. She has successfully led similar projects in communities throughout the US, with particular expertise in developing implementation-focused plans that drive measurable results.

Sou Garner, Deputy Project Manager and Engagement Lead

Sou specializes in innovative community engagement and has a proven track record of reaching diverse populations through creative outreach strategies. As a forward-thinking public art professional, she brings valuable insights into emerging trends and best practices.

Katherine Wall, GIS Specialist

Katherine will develop spatial analyses and mapping tools that identify strategic locations for public art and support decision-making throughout the planning process.

José de Jesús Leal, PLA, ASLA,

Direictor of Native Nation Building Studio
José will provide specialized expertise for engaging regional tribes and encouraging Indigenous perspectives to be authentically represented in the planning process.

Danyel Cisneros, Graphic Designer

Danyel specializes in creating visually compelling planning documents that emphasize graphics, charts, and visual storytelling over lengthy text. His work will allow for a final plan is accessible and engaging.

THE ARTS BELONG TO

reflecting the diversity, strength, and voice of **OUR ENTIRE COMMUNITY.**



SUBCONSULTANT

Cultural Planning Group

Formed in 1998, **Cultural Planning Group (CPG)** is a California company with three partners and three associates. Their managing office is in San Diego, with partners in Pennsylvania and Florida. Every project they undertake has the active participation of at least two partners and expert strategic alliances as required.

CPG leads the nation in cultural and public art planning, bringing unmatched expertise to every project. Their proven community engagement process transforms ideas to actions that reflect each community's unique identity. By combining strategic vision with practical implementation, they guide projects from concept to completion while fostering collaboration between artists, residents, and civic leaders.

Their team's deep knowledge of cultural and public art administration, cultural policy, and project management promotes seamless execution that enriches communities and creates lasting impact.

CPG SERVICES

- » Arts and Cultural Master Planning
- » Funding Analysis and Revenue Development
- » Public-Private Partnership Formation
- » Stakeholder and Community Engagement
- » Implementation Planning and Best Practices

MIG and CPG offer a comprehensive suite of services tailored to the development of public art and cultural master plans.

CPG TEAM MEMBERS

Linda Flynn, PhD, Cultural and Public Art Planning
Linda is a seasoned public art planner with extensive
experience in policy development, artist selection
processes, and long-term public art strategies. She has
worked with municipalities and cultural organizations
to create sustainable and impactful public art programs
that reflect community identity and values.

David Plettner-Saunders,

Cultural and Public Art Planning

David is a recognized leader in cultural policy and arts funding, with deep expertise in developing strategic frameworks that support public art initiatives. He has advised cities, foundations, and arts agencies on best practices for funding, governance, and program sustainability, ensuring long-term success for creative placemaking efforts.

PERSON AND COMMUNITY

has the right to choose **THEIR OWN CREATIVE LIFE.**



REFERENCES

City of Grand Rapids (MIG + CPG)

Kimberly Van Driel, Director of Space Management, Downtown Grand Rapids, Inc. 29 Pearl Street, NQ, Suite 1, Grand Rapids, MI 49503 (616) 915-9500 kvandriel@downtowngr.org

Santa Clara Valley Water District Public Art Plan (CPG)

Kristen Yasukawa, Manager, Office of Community Benefits, Valley Water 5750 Almaden Expressway, San Jose, CA 95118 (408) 604-5356 Kyasukawa@valleywater.org

City of Portland (MIG)

Michael Johnson, Public Art Program Manager 1221 SW Fourth Avenue Fourth Floor, Room 430, Portland, OR 97204 (555) 456-7890 mjohnson@portlandoregon.gov



COSTS

										MIG, Inc.	ان							gns	consultants	Subconsultants (incl direct costs)		
		A	Alex Dupey	bey	Ann Be	Ann Berchtold	Sou G	Sou Garner	Katie	Katie Wall	Danyel	Danyel Cisneros	Jose de Jesus Leal	Jesus	Frances	ž, o					MIG	Professional
		Pri	Principal-in- Charge	ų,	Project ,	Project Manager	Deputy Manag Ingagem	Deputy Project Manager and Engagement Lead	GIS Sp.	GIS Specialist	Graphic ,	Graphic Designer	Native Nation Building Studio		Project Administrator		MIG Labor Totals		Cultural Planning Group	Sub Totals	Costs *Travel	Fees Totals
		Hrs@		\$225	Hrs@	\$220	Hrs@	\$170	Hrs@	\$130	Hrs@	\$120	Hrs@	\$225	Hrs@ \$	\$165		_				
Tas	Task 1: Project Initiation & Discovery																					
<u> </u>	1.1 Project Kickoff and Work Plan Development	2		\$450	~	\$1,100	2	\$850		\$0		\$0		0\$	_	\$165 13		\$2,565	\$1,000	\$1,000		\$3,565
1.2	.2 Pre-Engagement & Research Phase	Ш	H	\$0	20	\$4,400	5	\$850		\$0		\$0		\$0		\$0 25	Н	\$5,250	\$2,500	\$2,500		\$7,750
1.3	.3 Benchmarking & Best Practices Analysis			\$0	15	\$3,300	5	\$850		\$0		\$0		\$0		\$0 20		\$4,150		80		\$4,150
1.4	Project Branding & Communications Materials			\$0	51	\$3,300		\$		0\$	10	\$1,200		\$0		\$0 25		\$4,500		0\$		\$4,500
1.5	.5 Literature Review & Analysis			\$0	2	\$1,100	15	\$2,550		\$0		\$0		\$0		\$0 20	H	\$3,650		\$0		\$3,650
1.6	Ongoing Project Management, City Council Update #1			0\$	25	\$5,500	51	\$2,550		\$0		\$0		\$0		\$0 40		\$8,050	\$1,000	\$1,000		\$9,050
	Subtotal	al 2		\$450	85	\$18,700	45	\$7,650	0	\$0	10	\$1,200	0	\$0	-	\$165 143		\$28,165	\$4,500	\$4,500	0\$	\$32,665
Tas	Task 2: Stakeholder Engagement																					
2.1	.1 Site Visit #1 (SAG) Meeting In-Person		H	\$0	20	\$4,400	20	\$3,400		0\$		\$0		\$0	-	\$0 40	L	\$7,800	\$2,000	\$2,000	\$3,000	\$12,800
2.2	.2 Online Community Survey			\$0	5	\$1,100	10	\$1,700	5	\$650	5	\$600		\$0		\$0 25		\$4,050	\$1,000	\$1,000		\$5,050
2.3	.3 (SAG) Meeting (Virtual)	Ц	\vdash	\$0	2	\$1,100	5	\$850		0\$		\$0		\$0		\$0 10	-	\$1,950	\$1,000	\$1,000		\$2,950
5.	2.4 Site Visit #2 & City Council Update #2			\$0	20	\$4,400	20	\$3,400		\$0		\$0	2	\$450		\$0 42		\$8,250	\$2,000	\$2,000	\$3,000	\$13,250
	Subtotal	0 e		\$0	50	\$11,000	55	\$9,350	5	\$650	5	\$600	2	\$450	0	\$0 117	Н	\$22,050	\$6,000	\$6,000	\$6,000	\$34,050
Tas	Task 3: Public Art Master Plan Development																					
3.1	.1 Vision & Curatorial Strategy Development			\$0	20	\$4,400	5	\$850		0\$		\$0		\$0		\$0 25		\$5,250	\$2,500	\$2,500		\$7,750
3.2			H	\$0	5	\$1,100		\$0		\$0		\$0		\$0		\$0 2		\$1,100	\$2,500	\$2,500		\$3,600
3.3	Draft Plan Development and Internal Review, City Council Update #3	>		\$0	20	\$4,400	10	\$1,700		\$0	10	\$1,200		\$0		\$0 40		\$7,300	\$2,500	\$2,500		\$9,800
ř	3.4 Public Presentation & Final Refinements			\$0	20	\$4,400	10	\$1,700		\$0	5	\$600		\$0		\$0 35		\$6,700		0\$		\$6,700
	Subtotal	0		\$0	65	\$14,300	25	\$4,250	0	0\$	15	\$1,800	0	\$0	0	\$0 105	H	\$20,350	\$7,500	\$7,500	\$0	\$27,850
3	SUBTOTAL	7	Н	\$450	200	\$44,000	125	\$21,250	ις	\$650	30	\$3,600	7	\$450	-	\$165 365	5 \$70,565	565	\$18,000	\$18,000	\$6,000	\$94,565
<u> </u>	10% Markup (on Subconsultants and Direct Costs)																					\$2,400
2	TOTAL PROJECT COSTS																					\$96,965

APPENDIX: TEAM RESUMES AND WORK SAMPLES



EDUCATION

- » MCRP, Community and Regional Planning, University of Oregon
- BS, Planning, PublicPolicy and Management,University of Oregon

REGISTRATIONS

» AICP Certified Planner

PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » American Institute of Certified Planners (AICP)

AWARDS

- » Oregon WTS award for Innovation, TriMet TOD Plan, 2024
- » Idaho APA Outstanding Plan Award, Envision Coeur d'Alene, 2022
- » Utah APA Achievement Award, Project/Study/ Master Plan, Ogden Onboard, 2019
- » Washington APA Award: Outstanding Contributions for Comprehensive Planning: Renton Civic Core Vision and Action Plan, 2018

Alex Dupey, AICP

M I G

PRINCIPAL-IN-CHARGE

Alex Dupey is a highly accomplished planner with 25 years of experience working with public and private clients across the country on complex urban planning, community design and development, and transportation projects. Alex was drawn to planning's broader impact and synthesis of urban form, design, and community engagement. Because every project is different, he strives to make each one relatable and cogent to each community—making sure that its history and culture are acknowledged and reflected while addressing its future needs and aspirations. While he appreciates keeping a vision in mind, Alex focuses on implementation and producing tangible results along the way. His expert facilitation skills have enabled him to engage clients, stakeholders, and the public in complex—and sometimes contentious—conversations that help define shared goals and build consensus around implementation strategies. Alex has shared his experience by presenting nationally on multimodal travel options, pedestrian-focused design standards, and online public engagement tools and techniques.

- Renton Civic Core Vision and Action Plan, Renton, WA
- » State Street Transit-Oriented Development Plan, Boise, ID
- » State Street Urban Renewal Framework Plan, Boise, ID
- » TriMet Transit-Oriented Development Strategic Plan, Portland, OR
- » Ogden Onboard Transit-Oriented Development Plan, Ogden, UT
- » Wilsonville Town Center Plan, Wilsonville, OR
- » Grand Avenue, Streetscape Plan, Spokane, WA
- » Tigard Triangle Equitable Urban Renewal, Tigard, OR
- » Tigard Triangle Implementation Plan and Strategic Plan, Tigard, OR
- » Forest Grove 21st Ave Festival Street Study, Forest Grove, OR
- » Gresham Civic Neighborhood Framework Plan, Gresham, OR
- » Main Street Refinement Plan, Cottage Grove, OR
- » Burien Urban Centers Plan, Burien, WA
- » Downtown Dallas 360 Plan Update and Signature Corridor Design, Dallas, TX
- » Envision Coeur d'Alene Comprehensive Plan, Coeur d'Alene, ID
- » Newcastle Downtown Transportation, Circulation, and Connectivity Plan, Newcastle, WA
- » Portland Bureau of Transportation ADA Strategic Plan, Portland, OR
- » Southwest Employment Area Concept Plan, Lake Oswego, OR



» BA, Business
 Administration, minor in
 Fine Art and Marketing, San
 Diego State University

PROFESSIONAL AFFILIATIONS

- » American for the Arts
- » Project for Public Spaces
- » Placemaking Leadership Council
- » Downtown San Diego Partnership: Placemaking Blueprint Taskforce
- » City of San Diego Arts and Culture Commission: Creative Economy Task Force
- » Institute of Contemporary Art San Diego, Advisory Board

Ann Berchtold



PROJECT MANAGER

Ann Berchtold brings over 20 years of experience as an art curator, gallery director, and arts program advisor. She launched San Diego's first contemporary art fair in 2009—Art San Diego—and was also the founder and curator of the Open Walls Project, an urban exhibition that sought to transform typical commercial spaces. In addition, Ann has worked on numerous mixed-use projects to guide public art commissions and acquisitions to ensure a cohesive, dynamic, and sustainable public art program.

Ann works to build alliances among urban development, branding, placemaking, artists, and creatives to advance big-picture projects, bringing the community voice and stakeholder vision intimately into the visual and performing art program plan to create inclusive and meaningful contributions to private and public spaces.

Ann has served in a leadership position for several public and nonprofit groups including Co-Chair of the Arts & Culture Committee for the Downtown San Diego Partnership; Board Member of the San Diego Tourism Authority and San Diego Art Institute; and Leadership Council for Project for Public Spaces.

- » Grand River Public Art Master Plan, Grand Rapids, MI
- » City of Woodinville, Public Art Programs Advisor, Woodinville, WA
- » Howard County Public Art Consulting and Public Art Plan, Howard County, MD
- » City of Overland Park Arts Visioning Charrette, City of Overland Park, KS
- » Kentucky Performing Arts Market & Feasibility Study, Louisville, KY
- » IQHQ, RaDD Campus Public Art Advisor, San Diego, CA
- » IQHQ-Fenway Center, Public Art Advisor, Boston, MA
- » IQHQ-SPUR, Public Art Advisor, South San Francisco, CA
- » City of Hope, Duarte Outpatient Clinic, Public Art Advisor, Duarte, CA
- » City of Bakersfield: Public Art Plan, Public Art Siting and Curation, Bakersfield, CA
- » Ontario Museum of History and Art, Public Art Programs Advisor, Communications Director, Ontario, CA
- » IDEA1, Mixed-use Campus, Public Art Advisor, San Diego, CA
- » DEL MAR PLAZA, Retail Campus, Public Art Advisor, Del Mar, CA
- » FRAMEWORK, Residential Building, Public Art Advisor, San Diego, CA



Southisone (Sou) Garner

MIG

DEPUTY PROJECT MANAGER / ENGAGEMENT LEAD

EDUCATION

- » MPA, Public Administration, Portland State University
- » BS, Urban and Regional Planning, Arizona State University

Sou Garner is a public outreach and participation expert, planner and project manager whose versatility and creativity have contributed to creating places and policies in communities of all sizes throughout Washington, Oregon, and California. Growing up, Sou witnessed disparities between income levels, race, and cultural backgrounds that allowed some neighborhoods to thrive while others were ignored. An undergraduate course in planning revealed the potential impact she could have, and she has been dedicated to inclusion and equity ever since. Highly personable and approachable, Sou brings clients, colleagues, and communities together to find realistic and feasible solutions to planning challenges—from land use and economic development to recreation and infrastructure to outreach and communications. She takes pride in her ability to "move between the balcony and the dance floor"—clearly seeing the long-range picture while carefully mapping out the steps to get there. A storyteller by nature, Sou integrates active listening with her technical expertise to translate public and stakeholder input into strategies and actions that lead to more equitable planning and policy initiatives.

- » Bellevue Great Neighborhoods Project, Bellevue, WA
- » Seattle Center 10-Year Vision and Action Plan, Seattle, WA
- Monroe 2044 Comprehensive Plan, Monroe, WA
- Muckleshoot Tribe Comprehensive Plan and Development Code Update, Auburn, WA
- » Kent 2044 Comprehensive Plan, Kent, WA
- » Chehalis Basin LAND (Local Actions Non-Dam Alternative) Project, Chehalis, WA
- Puyallup 2044 Comprehensive Plan, Puyallup, WA
- » Washington State Park: Inclusive and Accessible Wayfinding and Signage, Washington State
- » West Linn Middle Housing Code Update, West Linn, OR
- Department of Land Conservation and Development Middle Housing Implementation Tualatin, West Linn, and Hillsboro, OR
- Green River College Equity-Centered Strategic Plan, Auburn, WA
- Sacramento Parks Strategic Plan, Sacramento, CA
- El Dorado Hills Parks and Facilities Master Plan, El Dorado Hills, CA
- Downtown Madison Strategic Plan, WI



» BA, Political Science and Geography/Environmental Studies, Minor in Geospatial Information Systems and Technology, University of California, Los Angeles

Katherine Wall



GIS SPECIALIST

Kathrine Wall is a Project Associate and GIS Analyst with a strong academic background in human geography, politics, environmental science, and data management. While attending UCLA, her research focused on using geospatial technology to study disparities in environmental justice issues stemming from historic urban planning decisions. Kathrine is passionate about studying the natural environment and how humans have interacted with it through time and into the modern day, especially in the face of environmental challenges. Her work with MIG has focused on utilizing geospatial technologies, data management practices, and cartographic design principles to address a variety of challenges faced by the human environment.

- » Lake Oswego ADA Self Evaluation and Transition Plan, Lake Oswego, OR
- » Albany ADA Self Evaluation and Transition Plan, Albany, OR
- » Stockton ADA Self Evaluation and Transition Plan, Stockton, CA
- » Newberg ADA Self Evaluation and Transition Plan, Newberg, OR
- » Hercules Parks Master Plan, Hercules, CA
- » Canyon Lake General Plan Update, Canyon Lake, CA
- » San Carlos General Plan and Zoning Update, San Carlos, CA
- » Santa Fe Springs General Plan Zoning, Santa Fe Springs, CA
- » Whittier General Plan Zoning, Whittier, CA
- » Devil's Tower Cultural Landscape Report, Devils Tower, WY
- » Fort Vancouver Cultural Landscape Report and Update, Fort Vancouver, WA
- » Chehalis Basin LAND (Local Actions Non-Dam Alternative) Project, Chehalis, WA
- » Clayton General Plan Update, Clayton, CA
- » Los Angeles County Region and Rural Edition of the Parks Needs Assessment, Los Angeles, CA
- » Los Angeles County Public Works Equity in Infrastructure Assessment, Los Angeles, CA



» BS, Landscape

California, Davis

» Landscape Architect:

» American Society of

Landscape Architects

» ASLA Diversity Summit

Community Member

» America Walks Executive

Board Member

Member, Tribal and

PRESENTATIONS

REGISTRATIONS /

CERTIFICATIONS

CA #5429

PROFESSIONAL

AFFILIATIONS

Architecture, University of

José de Jesús Leal, PLA, ASLA

M I G

DIRECTOR OF THE NATIVE NATION BUILDING STUDIO

José Leal has been learning from and experiencing the natural environment since he was a child—whether it was working alongside his family picking avocados or oranges in an orchard or playing outside where he grew up. In landscape architecture, he found a path to continuous discovery and a means for connecting people to place, history, and culture. His respect for the land and its resources is evident in his work as a designer and planner. He considers both ecological processes and human, animal, and plant systems, creating designs for places that respond to all. His Mexican and Indigenous heritage has inspired Jose's passion for Indigenous landscape architecture and how diverse Indigenous people have adapted to their natural environment. To José, every project represents an opportunity to build on the collective knowledge of clients, community members, colleagues, and the place itself. His work ethic and tenacity ensure a steady generation of innovative ideas and solutions while his technical expertise enables him to translate visions into physical form.

José has over 23 years of experience in landscape architecture for a diverse range of Native Nations and public agency projects. As Director of MIG's Native Nation Building Studio, José leads an interdisciplinary group of designers and planners in providing services to Native Nations to support and strengthen Native communities' cohesiveness, self-determination, and sovereignty through inclusive design and cultural relativism.

Indigenous Division of APA

- » Land as a Relation: Supporting Indigenous Connection/Reconnection Through (Un)learning and Direct Action, American Society of Landscape Architecture National Conference, 2022
- "Stolen, Resolution and Renewal," American Society of Landscape Architecture Oregon Chapter's Virtual Design Symposium, 2021

- » Muckleshoot Indian Tribe Village Plan/ Comprehensive Plan Phase 1, Auburn, WA
- » Muckleshoot Indian Tribe Land Use and Code Integration Plan, Auburn, WA
- » Shasta-Takelma Indigenous Learning Garden at Southern Oregon
- Yocha Dehe Wintun Nation Comprehensive Master Plan, Yolo County, CA
- Yocha Dehe Wintun Nation Tending and Gathering Garden Conceptual Design, Brooks, CA
- » Yocha Dehe Wintun Nation Facilities Building, Yolo, CA
- » Ione Band of Miwok Indians Strategic Visioning Planning Workshops, Plymouth, CA
- » lipay Nation of Santa Ysabel Ellykwanaan Tribal Master Plan, Santa Ysabel, CA



» BA, Fine Arts, California State University, San Dieg

Danyel Cisneros



GRAPHIC DESIGNER

Danyel Cisneros is part of MIG's creative team, where he develops brand identities, creative templates, original illustrations, and logos. He has been active in conceptualizing, planning, and executing creative campaigns in collaboration with many colleagues throughout MIG. Prior to joining MIG, Danyel was a graphic designer and marketing specialist for the San Diego International Airport. He created collateral material for internal and external purposes, helped rebrand the airport, and designed advertising and other necessary deliverables for various marketing campaigns.

- » Grand River Public Art Master Plan, Grand Rapids, MI
- » City of Bakersfield: Public Art Plan, Public Art Siting, Bakersfield, CA
- » Ontario Museum of History and Art, Ontario, CA
- » San Diego County Parks and Recreation Branding, San Diego, CA
- » Project Clean Water San Diego County Stormwater Brand Development, San Diego, CA
- » Orange County Stormwater Marketing Communications, Orange County, CA
- » Beach and Bay Water Quality Program Brand Development, County of San Diego County, CA
- » First 5 San Diego, Branding and Marketing, San Diego, CA
- » San Diego County Office of Education, Branding and Marketing, San Diego, CA



- » PhD., Social Sciences/ Conflict Resolution, Nova Southeastern University
- Bachelor of Science,
 Psychology,
 Florida Atlantic University

PROFESSIONAL AFFILIATIONS

- » Leadership Broward, Member, and previous Board Member
- » Americans for the Arts, Member
- » American Planning Association, Member
- Public Art CommitteeMember, Broward County,FL
- » Florida Association of Public Art Professionals, Member

Linda Flynn, PHD

CPG

CULTURAL AND PUBLIC ART PLANNING

Linda Flynn has been a partner with CPG since joining the group in 2014. She is a planner who contributes nationally to best practices in planning, research, civic learning, and engagement for the creative sector. Linda has developed innovative cultural plans, public art master plans, and cultural tourism plans for diverse cities and counties across the country.

Cultural planning and public art planning are powerful tools to assist communities to achieve civic goals for identity, economic development, equity, revitalization, public/private partnerships, and placemaking. Linda designs innovative, customized methodologies to create a true, data-driven profile of a community. Her process for community-based planning is built on a foundation of equitable civic engagement; quantitative data; community, public, and private partnerships; inclusivity; and collaboration. Linda works with creative workers and artists to infuse the process with creativity and user experience insights.

Recent cultural plans include Greensboro, NC; Collier County, FL; Portland, OR; Fulton County, GA; and Sacramento, CA; and a Statewide Creative Economy Plan for Washington State. These plans focus on innovative and forward-thinking strategies for the arts with an equity lens in all areas of funding of programming, funding, individual artist support, creative-sector planning, and more.

Prior to her work with CPG, Linda's experience and relationships cross many industries and sectors, working with all levels in organizational planning with transportation firms, urban planners, government agencies, nonprofit organizations, and private sector corporations. Linda holds a doctorate in organizational management with a concentration in conflict management, and various certificates in qualitative and quantitative research. She is a published author of her research with organizations and volunteers at several local nonprofit organizations focused on improving youth educational experiences.



- » JD, University of North Carolina School of Law, Chapel Hill
- » BA, Wesleyan University, Middletown, Connecticut
- » Special Student in Dance, University of North Carolina School of the Arts, Winston-Salem

PROFESSIONAL AFFILIATIONS

- » Americans for the Arts
- » Arts Action Fund, Americans for the Arts
- » American Planning Association
- » Californians for the Arts
- » San Diego Regional Arts & Culture Coalition

David Plettner-Saunders

CPG

CULTURAL AND PUBLIC ART PLANNING

David Plettner-Saunders is Co-Founder of CPG. A consultant for 30 years, David has prepared arts and cultural plans for more than 40 communities. His arts and cultural planning work reflects many of the pressing and complex issues facing communities, such as advancing equity, affordable spaces, and creative placemaking. In addition, his plans often address arts funding, creating public/private partnerships, and identifying appropriate roles for local government.

David has led development of cultural plans for communities large and small, rural and urban, such as Sacramento, Salt Lake City, Raleigh, Tempe, Laguna Beach, Oceanside, and Joshua Tree. These plans included elements for arts education, cultural facilities, and public art. He has also led the development of arts elements for general plans, developed plans for public art, and arts in parks.

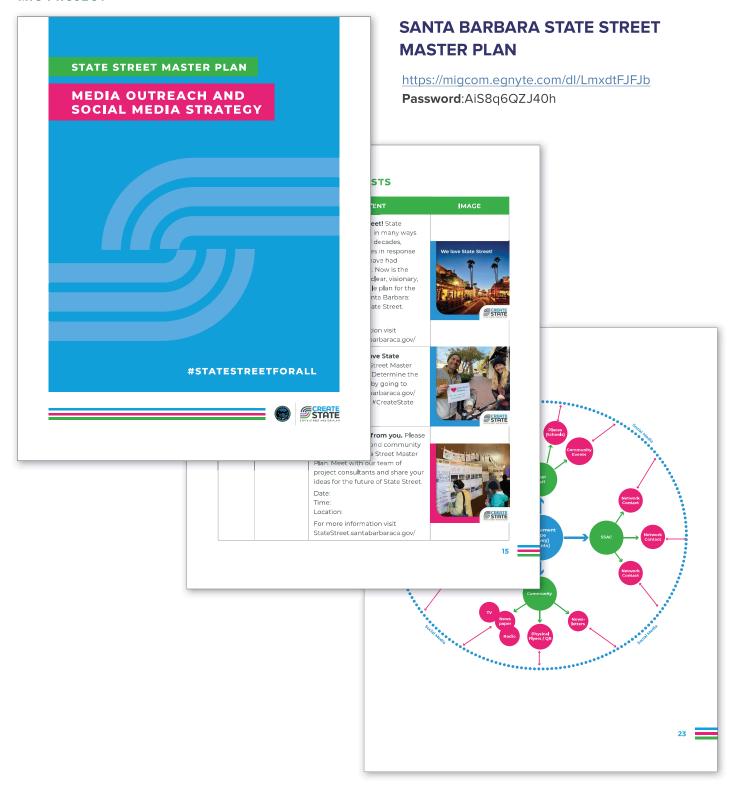
David has also developed national and regional studies on individual artists as well as plans focusing on arts education. He has prepared assessments and strategic plans for arts and cultural organizations of virtually all disciplines and sizes, and in a variety of communities.

A retired modern dancer, he is co-founder with his wife, Victoria Plettner-Saunders, of the former San Diego Alliance for Arts Education, responsible for successfully preserving and advancing arts education in the San Diego Unified School District, one of the nation's largest school districts, during the recession. He is a board member of Side Street Projects, an entirely mobile, off-the-grid, artist-led organization in Pasadena, CA. He is the past Chair of the Southern California Dance Futures Fund and the Dance Resource Center of Greater Los Angeles.

WORK SAMPLES

The work samples and links provide below and on the following pages represent the MIG Team's past work, highlighting our design expertise and approach. These samples showcase our ability to create visually compelling and strategically effective solutions tailored to each project's unique needs.

MIG PROJECT



IMAGINE DOWNTOWN KC 2030 STRATEGIC PLAN

https://www.downtownkc.org/imagine/

MIG PROJECT

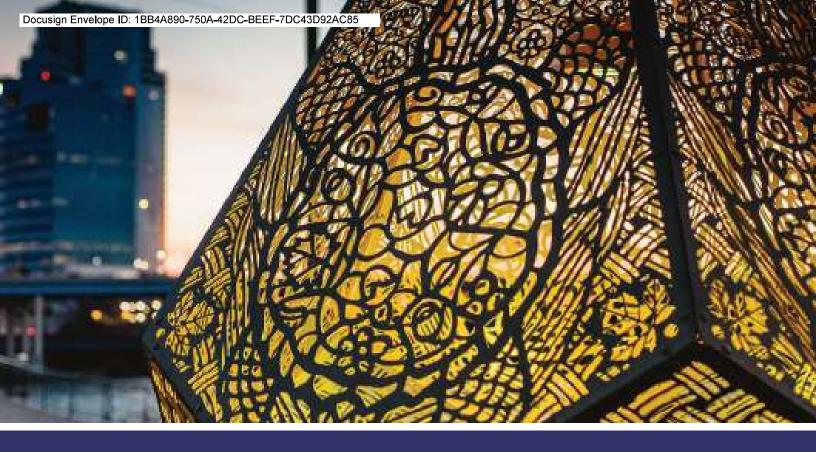


CPG PROJECT





Creative City Cultural Plan Final Draft



GRAND RIVER PUBLIC ART PLAN

Grand Rapids, MI | Firm: MIG, in partnership with CPG

The Grand River Greenway revitalizes the river corridor through ecological restoration, public space activation, and cultural enhancement. Spanning 80 miles from Kent County to Lake Michigan, it connects communities with accessible recreation and artistic expression. Project partners engaged MIG and CPG to develop a Public Art Plan that establishes a cohesive curatorial approach for the Greenway trail, integrates both temporary and permanent works, ensures that community engagement and identity are embedded in the planning process, and implements systems for ongoing maintenance and conservation.

MIG and CPG led a strategic, community-driven approach by engaging stakeholders through workshops, surveys, and interviews, mapping existing art and identifying new installation opportunities, developing partnerships with public and private landowners, establishing funding, stewardship, and maintenance guidelines, and recommending promotional strategies to enhance public engagement.

The plan creates a cohesive artistic identity for the corridor, enhancing cultural experiences while preserving artistic freedom. Aligned with the Grand River Equity Framework, it prioritizes accessibility and inclusivity, ensuring diverse representation and a strong sense of community belonging.



HOWARD COUNTY ARTS FOR ALL

Howard County, MD | Firm: MIG, in partnership with CPG

Howard County's Arts For All program aims to establish a dynamic public art initiative that fosters a sense of place through the installation of up to four permanent artworks at county-owned facilities, parks, and community spaces. With a budget of \$1.5 million, including \$1 million allocated for artist commissions and \$400,000 for community engagement, artist concept fees, project management, and promotion, the program is designed to be both ambitious and inclusive. By engaging artists from across the country, the initiative will bring distinctive, site-specific works that reflect the diversity and cultural identity of Howard County.

MIG, in partnership with CPG, is leading the comprehensive public art planning and community engagement process. This includes interactive workshops, stakeholder meetings, and an online survey to gather community input on themes, locations, and artistic styles. By integrating broad public participation into the decision-making process, the program ensures the commissioned artworks will resonate with local residents and enhance the county's public spaces.

MIG will also oversee the artist selection, facilitate design development, and coordinate installation logistics in collaboration with a dedicated project manager.

The Arts For All program is poised to leave a lasting impact on Howard County by transforming public spaces into cultural landmarks. Through the integration of high-quality, community-informed artworks, the initiative will enhance civic pride, boost engagement with public art, and create visually compelling destinations that inspire residents and visitors alike. By establishing a framework for future public art investments, this project will serve as a model for integrating creativity into the built environment, reinforcing Howard County's commitment to arts and culture for generations to come.



CITY OF SUNNYVALE PUBLIC ART MASTER PLAN

Sunnyvale, CA | Firm: CPG

The City of Sunnyvale commissioned this master plan to revitalize its longstanding public art program and align it more closely with community priorities. CPG conducted a comprehensive evaluation of the existing program, complemented by extensive stakeholder and community engagement. The resulting plan significantly increased the visibility of public art and strengthened community interest in the city's public art corridor.

Key enhancements included updated policies and procedures, the introduction of a higher Art in Private Development requirement, greater flexibility in the use of in-lieu funds, and a commitment to expanding accessible public art in public spaces and along city streets. Additionally, the plan introduced new opportunities for temporary and interactive artworks, further enriching the city's cultural landscape.



SANTA CLARA VALLEY WATER DISTRICT PUBLIC ART STRATEGIC PLAN

Santa Clara County, CA | Firm: CPG

Valley Water has a Measure S statutory mandate for public art and, after implementing pilot projects, commissioned this Public Art Master Plan to define its program. In partnership with AECOM, CPG conducted stakeholder and community engagement, toured and assessed sites across Valley Water's extensive countywide locations, identified key partnerships, developed curatorial frameworks, and prepared program policies and guidelines.

The plan was completed in 2024 and will be presented to the Board in Spring 2025.

docusign.

Certificate Of Completion

Envelope Id: 1BB4A890-750A-42DC-BEEF-7DC43D92AC85

Subject: RFP 10864-25 Public Art Masterplan Update, Closing 3/7/2025 @ 2:00PM PST

Source Envelope:

Document Pages: 32 Signatures: 1
Certificate Pages: 2 Initials: 0

AutoNav: Enabled

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
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Redmond, WA 98052

docusignpurchasing@redmond.gov

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Signer Events

Steve Cheadle scheadle@migcom.com

Moore lacofano Goltsman, Inc. (MIG)

Security Level: Email, Account Authentication

(None)

Signature

Steve Cheadle

Signature Adoption: Pre-selected Style

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Secure Bids

SecureBids@Redmond.gov

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Not Offered via Docusign

In Person Signer Events

Envelope Summary Events

Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Status

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Signing Complete Security Checked 3/7/2025 2:07:261 M

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Completed	Security Checked	3/7/2025 2:07:35 PM
Payment Events	Status	Timestamps



Other Key Facts:

N/A

City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/22/2025 Meeting of: Committee of t	he Whole - Parks and Environmental	Sustainability	File No. CM 25-245 Type: Committee Memo
TO: Committee of the Who FROM: Mayor Angela Birne DEPARTMENT DIRECTOR C	•	ability	
Parks	Loreen Hamilton	425-5	556-2336
DEPARTMENT STAFF:			
Parks	Chris Weber	Cultural Arts Sup	pervisor
Parks	Brittany Pratt	Recreation Busir	ness Manager
Parks	Zach Houvener	Parks Deputy Dir	rector
and the temporary public awarded funds between \$1 amounts for all of their gran	ing Cultural Arts projects, including art exhibit at the third annual Dov 15,000 - \$18,000, but due to the launt programs. und Information/Description of Prop	wntown Redmond Art Inch of <i>Doors Open,</i> 40	t Walk. This grant has historica
REQUESTED ACTION:			
☐ Receive Information	n	☑ Approve	
REQUEST RATIONALE:			
 Relevant Plans/Pol 2013 Cultural Corrio Required: N/A Council Request: 	icies: dor Master Plan, 2015 PARCC Plan, 2	017 Public Art Master	Plan, Redmond 2050

Date: 4/2 Meeting	22/2025 of: Committee of the Whole - Parks	and Environme	ntal Sustainabili	File No. CM 2 Type: Commi	
<u>OUTCON</u> The Cult	MES: ural Arts program seeks to create a c	ommunity insp	ired and connec	cted by arts and culture.	
COMMU	JNITY/STAKEHOLDER OUTREACH AN	D INVOLVEME	<u>NT</u> :		
• (Timeline (previous or planned): N/A Outreach Methods and Results: N/A Feedback Summary: N/A				
<u>BUDGET</u>	IMPACT:				
Total Co N/A	st:				
Approve	ed in current biennial budget:	⊠ Yes	□ No	□ N/A	
_	Offer Number: Arts & Community Events)				
Budget I Vibrant 8	Priority : & Connected				
Other b u <i>If yes, ex</i> N/A	udget impacts or additional costs: xplain:	☐ Yes	⊠ No	□ N/A	
Funding N/A	source(s):				
Budget/ N/A	Funding Constraints:				
	Additional budget details attached				
COUNCI	<u>L REVIEW</u> :				
Previous	s Contact(s)				_
Date	Meeting			Requested Action	

Date: 4/22/2025 File No. CM 25-245

Meeting of: Committee of the Whole - Parks and Environmental Sustainability Type: Committee Memo

Click and select a	Click and select a meeting from the dropdown menu.	Click and select an action
date, or click and		from the dropdown menu.
press delete if		
none.		

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/6/2025	Business Meeting	Approve

Time Constraints:

Recommending to approve/accept the 4Culture Grant Contract in May to receive funds for Summer and Fall projects.

ANTICIPATED RESULT IF NOT APPROVED:

Reduced funding available for remaining 2025 projects. Most notably the reduction or possible cancellation of the Public Art Intensive Eastside workshop, and less temporary public artworks for Redmond Lights.

ATTACHMENTS:

Attachment A - 4Culture Grant Contract



GRANT INFORMATION

TEL 206 296.7580

101 PREFONTAINE PLS SEATTLE WA 98104

WWW.4CULTURE.ORG

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CONTRACTOR INFORMATION

City of Redmond PO Box 97010 Redmond, Washington 98073 (425) 556-2313

Your Contract #: 125134A

Arts Sustained Support - 1750 Motion #: 2024-62

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$72,000.00 for the 2025 Arts Sustained Support - LAA project. The contract starts on 01/01/25 and ends on 12/31/25.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

Contractor shall provide the following services in accordance with the application submitted to and approved by the 4Culture Board:

Support for 2025 Programs, including events or activities occurring between Jan 1, 2025, and Dec 31, 2025, provided that such Programs are open and publicized to the community. In particular, the Services include Contractor performing the activities described pursuant to the schedule described in Public Benefit section below.

Funds will be available following signature of the contract by both parties. This advance payment is necessary due to the immediate and extraordinary circumstances related to COVID-19-pandemic-related shortfalls facing cultural institutions, including Contractor. Funds are to be provided in advance of Contractor providing the Services and the resulting Public Benefits, in consideration of Contractor's agreement to provide the Services and the resulting Public Benefits pursuant to this Contract. You will be required to provide the following data and documentation:

- Narrative description of your providing the Public Benefit Services, confirming that you have
 provided the specific public benefits described below in 2025, including, without limitation,
 for example, the dates and times of events, audiences size, and provision of free or reduced
 price tickets or such other metrics applicable to the Public Benefit Services you will provide
 and the public benefits that will result therefrom.
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available.
- Photos of the events and activities supported by this Grant, if available.
- The above described information and documentation shall be referred to herein as a Report.

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- If your Grant Amount exceeds \$500,000, you shall submit such Reports on June 30, 2025, September 30, 2025 and December 31, 2025. If your Grant Amount exceeds \$150,000, you shall submit such Reports biennially on June 30, 2025 and December 31, 2025. If your Grant Amount is \$150,000 or less you shall submit such Report annually on December 31, 2025.
- Quantitative data on events, attendance and open hours for your organization, as applicable, for the calendar year of 2024, in order to set a data baseline for future impact reporting.
- Responses to survey questions regarding your organization and the impact of grant funds.
- In addition, you shall submit annual financial reporting, as reflected in the 990 section of your organizational profile at apply.4culture.org and annual demographic survey for your organization by October 21, 2025.

You shall include prominent acknowledgment of 4Culture in all of your publicity and promotional materials, including, but not limited to brochures, websites, press releases, programs, posters, public service announcements, flyers and advertisements. Information on the promotion must be included in each report described above. You may obtain an electronic file of 4Culture

PUBLIC BENEFIT

As a Local Arts Agency you agree to provide artistic services to the residents and visitors of your community on behalf of your city. These services can include but are not limited to: public performances, festivals, concerts, literary readings such as poetry or spoken word, youth programs, funding for artist calls and commissions, stewarding public artwork, and other related artistic activities and events for the public. Access to these events will be made accessible and available to the public.

CONTRACT TERM

The Term of this Contract shall commence on the date that both parties have signed and shall end on December 31, 2025.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

- 1. **Services** Please review the information, Scope of Work, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
- 2. **Enclosures** Please complete any required enclosures and provide them to 4Culture. Please view our <u>contract enclosure</u> instructions (see step 3) to download fillable forms and

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get instructions on where to upload your documents.

- a. Items to be returned at the time you sign the contract:
 - IRS Form W-9
- b. Please review your specific grant program requirements at 4Culture's website: Manage Your Award.
- 3. **4Culture Logo** For details of the requirements for acknowledging 4Culture support, please refer to Section I, C. of the contract. The <u>4Culture logo</u> is available for download in PDF, EPS, and Jpeg formats.
- 4. **Signature** Follow the link in the e-mail message you will be walked through a few simple steps to read and sign the contract at Conga Sign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

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AGENCY SERVICES CONTRACT

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Grant Information Sheet. The Contractor is "cultural organization" as defined by RCW 36.160.020(3) and King County Ordinance 19710, Section 3.D.

The Doors Open program authorizes a 2024 One-Time Operational Support program and a Sustained Support program for the 2025-2031 period. Pursuant to the Doors Open Ordinance and Implementation Plan, 4Culture solicited and reviewed applications from Cultural Organizations for the 2024 One-Time Operational Support program which provides Public Benefit Services in 2025 and the 2026-2027 Sustained Support Program. By Motion #2024-62, the 4Culture board approved grants to Cultural Organizations under both programs. This Contract memorializes 4Culture's and Contractor's agreement with respect to the particular grants made by 4Culture to Contractor under the 2024 One-Time Operational Support and, for grantees not eligible for Doors Open, under the 2025 Sustained Support program.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens for the benefit of King County citizens. As a cultural organization, Contractor's primary mission is one or more of the following: the advancement and preservation of science or technology, the visual or performing arts, zoology, botany, anthropology, heritage, or natural history and Contractor directly provides programming or experiences available to the general public. Contractor's direct provision of such programming or experiences available to the general public, as more specifically described on the Grant Information Sheet above, shall be referred to herein as the "Public Benefit Services."

The legislative authority of 4Culture has found and declared that providing funds to Contractor in consideration of the Public Benefit Services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

A. The Contractor shall provide Public Benefit Services and comply with the requirements set forth hereinafter and in the Grant Information Sheet.

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- B. Purchase of Services. Funds awarded under this Contract shall be used solely to pay the Contractor in advance for the Public Benefit Services set forth in the Program Proposal made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Program Proposal and more specifically by the Specific Scope of Services, including without limitation, the identified Public Benefit Services, shall hereinafter be referred to as the "Project."
- C. Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, with the credit line "this project was supported in part by 4Culture" and/or by the use of the **4Culture logo**.
- D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

II. DURATION OF CONTRACT

This Agreement shall commence and terminate on dates noted on the Grant Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

- A. 4Culture shall pay the Contractor the Grant Amount indicated on the Grant Information Sheet. 4Culture's payment obligations hereunder are subject to appropriation and distribution of funds to 4Culture by King County.
- B. 4Culture will initiate authorization for payment after this contract has been fully executed. If all required documents have been received and verified, 4Culture shall make payment to the Contractor by June 30, 2025.
- C. Contractor shall submit all Reports and other required information on or before the dates set forth in this Agreement.
- D. If the Contractor fails to comply with any terms or conditions of this Contract 4Culture may shall notify the Contractor thereof and Contractor shall undertake corrective action, as specified by 4Culture. If Contractor fails to undertake such corrective action in a timely fashion to 4Culture's satisfaction in its reasonable discretion, then Contractor shall immediately repay 4Culture the Grant Amount, or such portion thereof that 4Culture reasonably determines.

IV. TERMINATION OF AGREEMENT

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If, through any cause, the Contractor shall fail to provide in any manner the work or services agreed to herein or to fulfill in a timely and proper manner its obligations under this Contract or if the Contractor shall violate any of its covenants, agreements or stipulations of this Contract, 4Culture may terminate this Contract and Contractor shall immediately repay 4Culture the Grant Amount or such portion thereof as 4Culture determines in its reasonable discretion. In addition, future funding opportunities for Contractor for 4Culture programs may be limited as the result of Contractor's failure to perform the Public Benefit Services agreed to in this Contract. Prior to so terminating this Contract, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Contract if 4Culture determines, in its sole discretion, that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation. This right is in addition to and not in lieu of any other rights of 4Culture under this Contract and any other right or remedy available to 4Culture at law or in equity.

V. MAINTENANCE OF RECORDS

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and accurately reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract.
- B. These records shall be maintained for a period of six (6) years after termination of this Contract unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

- A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.
- B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.
- C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said

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evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56 (Public Records Act).

VII. PROPRIETARY RIGHTS

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

VIII. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

 A. In providing services under this Contract, the Contractor is an independent Contractor, and shall determine the means of accomplishing the results contemplated by this Contract. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights that may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Contract. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims. costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees,

4CULTURE PAGE 7

from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Contract is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.115, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

X. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Contract has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Contract. The Contractor shall take all appropriate steps to assure compliance with this provision.

XI. INSURANCE REQUIREMENTS

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his

agents, representatives, employees, and/or subcontractors. The Contractor or subcontractors shall pay the costs of such insurance. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

- a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
- b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

XII. NONDISCRIMINATION

A. During the performance of this Contract, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by Contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation. Without limiting the foregoing, Contractor agrees that no person shall, on the basis of basis of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age, ancestry, parental status, marital status, use of service or assistive animal, language, or geography, be denied the benefits of, or be subjected to discrimination under any of its programs or activities.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by its subcontractors and all other businesses seeking to participate in this Contract. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. GENERAL PROVISIONS

- A. Modifications. No modification or amendment of this Contract shall be valid unless made in writing and signed by the parties hereto.
- B. No Waivers. 4Culture's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.
- C. Severability. In the event any term or condition of this Contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this

Contract that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.

- D. Entire Agreement. This Contract contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written understandings, agreements, or other undertakings between the Parties.
- E. Attorneys' Fees; Expenses. Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Contract. 4Culture may pay someone else to help enforce this Contract, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.
- F. No County Liability For 4Culture Liabilities. 4Culture is organized pursuant to County Ordinance 14482, as amended, and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."
- G. Binding On Successors And Assigns; Memorandum Of Agreement. This Contract shall be binding upon the successors and assigns of Contractor. In 4Culture's discretion, prior to the disbursement of grant funds hereunder, the parties will execute, acknowledge and record with the King County Recorder a memorandum of this Contract in a form approved by each party, which approval shall not be unreasonably delayed, conditioned or withheld.
- H. Notices. Any notice, consent, demand, or other communication hereunder shall be in writing and shall be deemed to have been given if delivered in person or deposited in any United States Postal Service mailbox, sent by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the Party for whom it is intended as indicated on the Grant Information Sheet (as may be changed by written notice to the other

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Party pursuant to this provision):

- I. Interpretation. The section and subsection captions in this Contract are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.
- J. Time. Time is of the essence with respect to the performance of all obligations of this Contract.
- K. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any suit or arbitration arising under this Contract shall be in King County, Washington and if a lawsuit, in King County Superior Court.
- L. Third Parties. Except as expressly provided herein, nothing in this Contract shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
- M. Survival. The terms and conditions of Sections II.D, VI through and including XVI shall survive the termination of this Contract and shall be continuing obligations of the parties.

4CULTURE: CONTRACTOR:



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/22/2025 Meeting of: Committee of the Who	ole - Parks and Environmental S	ustainability	File No. CM 25-251 Type: Committee Memo	
TO: Committee of the Whole - Parl FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTAC		pility		
Fire	Adrian Sheppard, Fire Ch	nief 4	25-556-2201	
DEPARTMENT STAFF:				
Fire	Micheal Despain	Interim Dep	uty Chief	
\$6,489,432.88. To assist with sprelike to enter into a capital equipm	n order for (1) ladder truck, (1) eading this cost over multiple b nent lease agreement. The ter as outlined in the attached con	udget cycles, thems of the agree	ngine, and (3) fire engines for a total e Fire and Finance Departments wou ement are 4.92% over 10 years for a vill transfer and convey the equipme	ılc ar
	ormation/Description of Propo	osal Attached		
REQUESTED ACTION:				
☐ Receive Information	☐ Provide Direction	⊠ Appr	ove	
REQUEST RATIONALE:				
Polovant Plans / Policios:				

Relevant Plans/Policies:

Redmond Fire Department - Strategic Plan 2022-2027

• Required:

Council approval is required to approve this lease contract

• Council Request:

Enter the meeting and date when Council requested this information.

Other Key Facts:

Enter any additional information to explain why this item is coming forward.

OUTCOMES:

The cost of fire apparatus is climbing quickly with inflation. From 2021 to 2024, the cost of fire apparatus climbed by

Date: 4/22/2025

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 25-251

Type: Committee Memo

over 8.75% per year. Spreading out future purchases over multiple biennia would exceed the funding allocated to the fire apparatus fund each year and would hinder the Fire Department's ability to place critically needed fire apparatus in service in time to meet the needs of a growing city. To preserve cash flow, the Fire and Finance Departments would like to lease the equipment over 10 years, which allows cash flow to be preserved over the term of the agreement, and the finance costs are much lower than the anticipated purchase price of fire apparatus during the same time.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

•	Timeline	(previous	or	planned):
	/.				

N/A

Outreach Methods and Results:

N/A

• Feedback Summary:

N/A

BUDGET IMPACT:

Total Cost:

The total funding for these purchases was approved by council during the 2025/2026 biennial budget process, but after further analysis, it was determined that leasing would be a better strategy. The proposed capital equipment lease agreement is for \$6,489,432.88. The terms of the agreement are 4.92% over 10 years for an annual payment of \$820,889.50. This project would spread costs out over 10 years to preserve cash reserves of the same period and purchase much-needed fire equipment at a cost lower than the rate of inflation.

Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: N/A			
Budget Priority : Safe and Resilient			
Other budget impacts or additional costs: <i>If yes, explain</i> : Examples: software with a yearly cost, revenue	☐ Yes generating, mat	⋈ No ch requirements	□ N/A , etc if none, enter N/A.
Funding source(s): Fire apparatus fund balance			
Budget/Funding Constraints: Funding must be accepted prior to April 30, 202 ☐ Additional budget details attached	25, to avoid a hig	her lease rate.	

Date: 4/22/2025 File No. CM 25-251

Meeting of: Committee of the Whole - Parks and Environmental Sustainability Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
Click and select a date, or click and press delete if	Ŭ į	Click and select an action from the dropdown menu.
none.		

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/6/2025	Business Meeting	Approve

Time Constraints:

The contract must be approved prior to April 30, 2025, to avoid a higher lease rate.

ANTICIPATED RESULT IF NOT APPROVED:

A significant amount of cash reserves for fire apparatus will be used this budget cycle.

ATTACHMENTS:

Attachment A: Lease Proposal - Leasing2

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

Leasing 2, Inc. and City of Redmond ("Purchaser") have entered into a Master Tax-Exempt Installment Purchase Agreement ("Agreement") dated May 8, 2025 and related Property Schedule No. 1 dated May 8, 2025 (together the "Agreement") under which Purchaser has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Purchaser is hereby notified that Leasing 2, Inc. has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Purchaser is hereby directed to pay any and all rental payments and other amounts due with respect to which U.S. Bancorp Government Leasing and Finance, Inc.'s Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"BUYER"

U.S. Bancorp Government Leasing and Finance, Inc.

PO Box 959067 St. Louis, MO 63101

By signing this Notice and Acknowledgment, Purchaser agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Leasing 2, Inc. or Purchaser.

Purchaser further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Purchaser agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Purchaser warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

Seller: Leasing 2, Inc.	Purchaser: City of Redmond
By:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Master Tax-Exempt Installment Purchase Agreement

Between: Leasing 2, Inc. (the "Seller")

1720 West Cass Street Suite B

Tampa, FL 33606

And: City of Redmond (the "Purchaser")

15670 NE 85th St Redmond, WA 98052 Attention: Haritha Narra Telephone: 425-979-8386

Dated: May 8, 2025

ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the Installment Payment dates for the Installment Payments as set forth in each Property Schedule.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchaser" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Seller" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"State" means the state where Purchaser is located.

"Term" means, with respect to a Property Schedule, the Term set forth in such Property Schedule.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Seller or Purchaser arranged for the purchase of all or any portion of the Property.

ARTICLE II

2.01 <u>Property Schedules Separate Financings.</u> Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules.

ARTICLE III

- **3.01** <u>Covenants of Purchaser</u>. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller as follows:
 - (a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
 - (b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.
 - (c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
 - (d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser's authority.
 - (e) Purchaser will provide Seller with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.

- (f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.
- (h) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior notice to Seller.

ARTICLE IV

- **Sale of Property.** On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Term set forth in such Property Schedule.
- **4.02** <u>Term.</u> The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.
- 4.03 <u>Delivery, Installation and Acceptance of Property.</u> Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser's specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

ARTICLE VI

- 6.01 Payment of Installment Payments. Purchaser shall promptly pay Installment Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in the applicable Property Schedule, at Seller's address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay Seller a charge on any delinquent Installment Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Seller from such delinquent Installment Payment. In addition, Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.
- 6.02 Installment Payments to Constitute Binding Contractual Obligation. Seller and Purchaser understand and intend that the obligation of Purchaser to pay Installment Payments under this Agreement and each Property Schedule executed and delivered hereunder shall constitute a binding contractual obligation of Purchaser for the full Term of each such Property Schedule. Purchaser covenants to include all such Installment Payments due under the Property Schedules in its annual budget and to make the necessary annual appropriation for all such Installment Payments. Neither this Agreement nor any Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.
- **6.03** Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Term.
- 6.04 Installment Payments to be Unconditional. THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.
- 6.05 <u>Defeasance of Installment Payments.</u> Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Installment Payments on said Property Schedule is not adversely affected.
- 6.06 Gross-Up. If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Installment Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Purchaser shall pay to Seller promptly following demand an amount sufficient to supplement prior Installment Payments on such Property Schedule so that Seller receives the interest component of such Installment Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Seller for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Seller as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Installment Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Seller, or (b) receipt by Seller of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Installment Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Seller, in each case due to any action or failure to take action by Purchaser. "Taxable Rate" means an interest rate calculated to provide Purchaser with an after-tax yield equivalent to the yield provided to Purchaser by the interest rate at which the interest component of Installment Payments on a Property Schedule was originally calculated.

ARTICLE VII

- 7.01 <u>Title to the Property</u>. Upon acceptance of the Property by Purchaser and unless otherwise required by the laws of the State, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.
- **7.02** Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Purchaser's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien on Purchaser's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoin, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

- **8.01** Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will enter into maintenance contracts for the Property in form approved by Seller and with approved providers.
- 8.02 <u>Liens, Taxes, Other Governmental Charges and Utility Charges.</u> Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Property will be exempt from all property taxes. The Installment Payments payable by Purchaser under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Purchaser will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then current fiscal year of the Term for such Property.
- Insurance. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks (other than rental interruption). All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.
- **8.04** Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall constitute additional rent for the Term for the applicable Property Schedule and shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

- 9.01 <u>Damage or Destruction</u>. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its option to prepay the Installment Payments if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.
- 9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.01, or (b) defease the Property Schedule pursuant to Section 6.05, or (c) exercise its option to prepay the Installment Payments pursuant to the optional prepayment provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

- 10.01 <u>Disclaimer of Warranties</u>. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.
- 10.02 <u>Vendor's Warranties</u>. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.
- 10.03 <u>Use of the Property.</u> Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property, provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

- 11.01 Option to Purchase. Purchaser shall have the option to purchase Seller's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Installment Payments due thereunder plus payment of One (1) Dollar to Seller. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall deliver to Purchaser all such documents and instruments as Purchaser may reasonably require to evidence the transfer, without warranty by or recourse to Seller, of all of Seller's right, title and interest in and to the Property subject to such Property Schedule to Purchaser.
- 11.02 Option to Prepay. Purchaser shall have the option to prepay in whole the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Purchaser shall give written notice to Seller of its intent to purchase Seller's interest in the Property at least sixty (60) days prior to the last day of the Installment Term for applicable Property Schedule.

ARTICLE XII

- 12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller without the necessity of obtaining the consent of Purchaser; provided that any assignment shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Purchaser shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.
- 12.02 <u>Property Schedules Separate Financings.</u> Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.
- 12.03 <u>Assignment and Subleasing by Purchaser</u>. NONE OF PURCHASER'S RIGHTS, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, TRANSFERRED, CONVEYED, LEASED OR ENCUMBERED BY PURCHASER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.
- Release and Indemnification Covenants. To the extent permitted by applicable law, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller's own willful or negligent conduct, or for Losses arising out of or resulting from Seller's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Seller by Purchaser). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE XIII

- 13.01 <u>Events of Default Defined</u>. Any of the following shall constitute an "Event of Default" under a Property Schedule:
 - (a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
 - (b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;
 - (c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
 - (d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or
 - (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of <u>force majeure</u> Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than any obligations on the part of Seller to make any payments hereunder) Purchaser shall not be in default during the continuance of such inability. The term "<u>force majeure</u>" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser.

- 13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:
 - (a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current budget year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
 - (b) Seller may terminate the Property Schedule, and by written notice to Purchaser, Seller may accelerate the principal component of all outstanding Installment Payments, in which case Purchaser shall pay to Seller a sum sufficient to defease the Property Schedule under Section 6.05, together with interest on such sum from the date of acceleration until so paid at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, and to pay all other sums due under the Property Schedule;

- (c) Seller may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;
- (d) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;
- (e) Seller may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.
- 13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.
- 13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

- 14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Purchaser.
- 14.02 Arbitrage Certificates. Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Purchaser shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:
 - a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Installment Payments.
 - (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Purchaser will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
 - (c) Purchaser has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Installment Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Installment Payments under the Property Schedule.
 - (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Purchaser, either in whole or in major part, prior to the last maturity of the Installment Payments under the Property Schedule.
 - (e) There are no other obligations of Purchaser which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
 - (f) The officer or official who has executed the Property Schedule on Purchaser's behalf is familiar with Purchaser's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Purchaser's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Purchaser set forth herein are reasonable.
- 14.03 <u>Further Assurances</u>. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.
- 14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.
- 14.05 <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 14.06 <u>Waiver of Jury Trials.</u> Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.
- **14.07** Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.
- 14.08 <u>Execution in Counterparts.</u> This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.
- 14.10 <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- 14.11 Continuing Disclosure. Seller acknowledges that, in connection with Purchaser's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Purchaser pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Purchaser may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Purchaser shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Seller or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Purchaser acknowledges and agrees that Seller is not responsible in connection with any EMMA Notice relating to this Agreement for Purchaser's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

	IN WITNESS WHEREOF,	, Seller and Purchaser have	caused this Agreement t	o be executed in their na	ames by their duly author	rized representatives as	of the date
first above	written.						

Seller: Leasing 2, Inc.	Purchaser: City of Redmond
Ву:	Ву:
Name:	Name:
Title:	Title:
	Attest:
	Ву:
	Name:
	Title·

ADDENDUM (WASHINGTON)

Master Tax-Exempt Installment Purchase Agreement

THIS ADDENDUM, which is entered into as of May 8, 2025 between Leasing 2, Inc. ("Seller") and City of Redmond ("Purchaser"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement between Seller and Purchaser dated as of May 8, 2025 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in the Master Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule, and without limiting the foregoing:

- (i) if Purchaser is a county, city or town, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 39.30.010 of the Revised Code of Washington [attach computation of test];
- (ii) if Purchaser is a school district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 28A.335.200 or Section 39.36.020 of the Revised Code of Washington [attach computation of test];
- (iii) if Purchaser is a fire district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 52.12.061 of the Revised Code of Washington [attach computation of test];
- (iv) if Purchaser is a hospital district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 70.44.260 of the Revised Code of Washington [attach computation of test].

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: Leasing 2, Inc.	Purchaser: City of Redmond
Ву:	Ву:
Name:	Name:
Title:	Title:
	Attest:
	Ву
	Name:
	Title:

Property Schedule No. 1

Master Tax-Exempt Installment Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of May 8, 2025, between Leasing 2, Inc., and City of Redmond.

- 1. <u>Entire Agreement; Interpretation</u>. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Purchaser and Seller with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. Commencement Date. The Commencement Date for this Property Schedule is May 8, 2025.
- 3. <u>Property Description and Payment Schedule.</u> The Property subject to this Property Schedule is described in Exhibit 1 hereto. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
- 4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2.
- 5. <u>Purchaser's Certificate</u>. The Purchaser's Certificate is attached as Exhibit 3.
- 6. Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
- 7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
- 8. <u>Additional Purchase Option Provisions</u>. In addition to the Purchase Option provisions set forth in the Master Agreement, Installment Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- 9. Private Activity Issue. Purchaser understands that among other things, in order to maintain the exclusion of the interest component of Installment Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Purchaser will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Purchaser or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, Installment, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Purchaser. Throughout the Measurement Period, Purchaser will not permit the Non-Qualified Use of the Property to exceed 10%.
- 10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
- 11. <u>Expiration.</u> Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Seller at its place of business by May 31, 2025.

(Page intentionally left blank. Signature page to follow)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Seller: Leasing 2, Inc.	Purchaser: City of Redmond
Ву:	By:
Name:	Name:
Title:	Title:
	Attest:
	Ву
	Name:
	Title·

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Leasing 2, Inc. and City of Redmond.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION:

Address			
City, State	Zip Code		

USE: Fire Trucks - This use is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; and Purchaser has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Installment Payment Schedule

Total Principal Amount: \$6,489,432.88

Payment No.	Due Date	Installment Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	12/5/2025	820,889.50	636,872.19	184,017.31	NA
2	12/5/2026	820,889.50	532,267.12	288,622.38	5,479,902.38
3	12/5/2027	820,889.50	558,516.17	262,373.33	4,904,630.72
4	12/5/2028	820,889.50	586,059.72	234,829.78	4,300,989.21
5	12/5/2029	820,889.50	614,961.59	205,927.91	3,667,578.78
6	12/5/2030	820,889.50	645,288.77	175,600.73	3,002,931.34
7	12/5/2031	820,889.50	677,111.56	143,777.94	2,305,506.44
8	12/5/2032	820,889.50	710,503.70	110,385.80	1,573,687.62
9	12/5/2033	820,889.50	745,542.60	75,346.90	805,778.74
10	12/5/2034	820,889.50	782,309.46	38,580.04	0.00
TO	OTAL	8,208,895.00	6,489,432.88	1,719,462.12	

Interest Rate: 4.92%

Purchaser: City of Redmond		
By:		
Name:		
Title:		

EXHIBIT A

Property Description

Four (4) Pierce Fire Trucks

VIN #'s To Be Determined

Purchaser's Counsel's Opinion

[To be provided on letterhead of Purchaser's counsel.]

May 8, 2025

Leasing 2, Inc. 1720 West Cass Street Suite B Tampa, FL 33606

City of Redmond 15670 NE 85th St Redmond, WA 98052 Attention: Haritha Narra

RE: Property Schedule No. 1 dated as of May 8, 2025 to Master Tax-Exempt Installment Purchase Agreement dated as of May 8, 2025 between Leasing 2, Inc. and City of Redmond.

Ladies and Gentlemen:

We have acted as special counsel to City of Redmond ("Purchaser"), in connection with the Master Tax-Exempt Installment Purchase Agreement, dated as of May 8, 2025 (the "Master Agreement"), between City of Redmond, as Purchaser, and Leasing 2, Inc. as Seller ("Seller"), and the execution of Property Schedule No. 1 (the "Property Schedule") dated as of May 8, 2025, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Purchaser in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

- 1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
- 2. Purchaser has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
- 3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Purchaser has been duly authorized by all necessary action on the part of Purchaser.
- 4. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
- 5. Purchaser has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
- 6. Purchaser has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Purchaser of the Master Agreement and the Property Schedule.

- 7. The Master Agreement and the Property Schedule have been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
- 8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

Ву:			
Name: ˌ	 	 	
Title:	 	 	
Dated:			

Purchaser's General and Incumbency Certificate

GENERAL CERTIFICATE

Re:		l as of May 8, 2025 to the Master Tax-Exempt Installment Purchase Agreement Bancorp Government Leasing and Finance, Inc. and City of Redmond.
The un	ndersigned, being the duly elected,	qualified and acting (Title of Person to Execute Installment Purchase
Agreer of the		es hereby certify, as of May 8, 2025, as follows:
referer	d, in accordance with all require	eting of the governing body of the Purchaser, by resolution or ordinance duly ments of law, approve and authorize the execution and delivery of the above- perty Schedule") and the Master Tax-Exempt Installment Purchase Agreement gned.
the red Sched Purcha within accord	ule were approved and authorized quisite quorum of the members t ule and authorizing the execution aser relating to the authorization a the geographic boundaries of the	overning body of the Purchaser at which the Master Agreement and the Property to be executed was duly called, regularly convened and attended throughout by hereof, and the enactment approving the Master Agreement and the Property thereof has not been altered or rescinded. All meetings of the governing body on delivery of Master Agreement and the Property Schedule have been: (a) held Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in the governing body; and (d) conducted in accordance with the charter of the stee.
	ute, an Event of Default or a Nona	nat constitutes, or with the giving of notice or the lapse of time or both would ppropriation Event (as such terms are defined in the Master Agreement) exists a certy Schedule or any other Property Schedules under the Master Agreement.
govern	4. The acquisition of all o ing body of Purchaser.	f the Property under the Property Schedule has been duly authorized by the
under	for the current budget year to ma	rdance with the requirements of law, fully budgeted and appropriated sufficient ke the Lease Payments scheduled to come due during the current budget year et its other obligations for the current budget year and such funds have not beer
agreer or the or inter author	(a) seeking to restrain or enjoin ments similar to the Master Agreen Property Schedule, or the validity of rest on, the Property Schedule; (c) izing the execution of the Master A	b litigation is pending, (or, to my knowledge, threatened) against Purchaser in any the delivery of the Master Agreement or the Property Schedule or of other nent; (b) questioning the authority of Purchaser to execute the Master Agreement of the Master Agreement or the Property Schedule, or the payment of principal of questioning the constitutionality of any statute, or the validity of any proceedings agreement and the Property Schedule; or (d) affecting the provisions made for the element and the Property Schedule.
IN WIT	NESS WHEREOF, the undersigne	ed has executed this Certificate as of May 8, 2025.
		City of Redmond
		By
		Print Name and Title of Person to Execute Installment Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 1** dated as of May 8, 2025 to the Master Tax-Exempt Installment Purchase Agreement dated as of May 8, 2025 between Leasing 2, Inc. and City of Redmond.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Redmond ("Purchaser") does hereby certify, as of May 8, 2025, as follows:

As of the date of the meeting(s) of the governing body of the Purchaser at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Purchaser held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

is his/her true and correct signature.	,	J
(Signature of Person to Execute Installment Purc	hase Agreement)	(Print Name and Title)
IN WITNESS WHEREOF, the undersigned has e	xecuted this Certificate as of May 8, 2025.	
	Secretary/Clerk	
	Print Name	

Payment of Proceeds Instructions

Leasing 2, Inc. 1720 West Cass Street Suite B Tampa, FL 33606

Re: Property Schedule No. 1 (the "Property Schedule") to Master Tax-Exempt Installment Purchase Agreement between Leasing 2, Inc. ("Seller") and City of Redmond ("Purchaser").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the Property Schedule as follows:

Na	me of Payee:	
Ву	Check:	By Wire Transfer:
If b	y check, Payee's Address:	
If b	y wire transfer, instructions as follows:	
	Pay to Bank Name:	
	Bank Address:	
	Bank Phone #:	
	For Account of:	
	Account No:	
	ABA No.:	
Purchase	er: City of Redmond	
Ву:		
Name:		
Title:		

Acceptance Certificate

Leasing 2, Inc. 1720 West Cass Street Suite B Tampa, FL 33606

Re: **Property Schedule No. 1** to Master Tax-Exempt Installment Purchase Agreement between Leasing 2, Inc. and City of Redmond

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), the undersigned ("Purchaser") hereby certifies and represents to, and agrees with, Leasing 2, Inc. ("Seller"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Acceptance Date:	
Purchaser: City of Redmond	
Ву:	
Name:	
Title·	

Bank Qualification And Arbitrage Rebate

Leasing 2, Inc. 1720 West Cass Street Suite B Tampa, FL 33606

Re: Property Schedule No. 1 to Master Tax-Exempt Installment Purchase Agreement between Leasing 2, Inc. and City of Redmond

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

	Purchaser hereb	y designates thi	s Property S	Schedule as a	a "qualified	tax-exempt	obligation"	as de	efined in
Section 265(b)	(3)(B) of the Code	. Purchaser reas	sonably antic	ipates issuing	tax-exempt	obligations	(excluding p	orivate	e activity
bonds other that	an qualified 501(d)(3) bonds and in	ncluding all ta	ax-exempt obl	ligations of s	subordinate (entities of th	าe Pu	rchaser)
during the cale \$10,000,000.	endar year in whi	ch the Commen	cement Date	of this Prope	erty Schedu	le falls, in a	n amount r	iot ex	ceeding

or
____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Purchaser is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Purchaser shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Purchaser: City of Redmond	
Ву:	
Name:	
Title:	

^{*}Please be sure to select ONE option above.

Language for UCC Financing Statements

Property Schedule No. 1

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Redmond

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment sold to Debtor under Property Schedule No. 1 dated May 8, 2025 to that certain Master Tax-Exempt Installment Purchase Agreement dated as of May 8, 2025, in each case between Debtor, as Purchaser, and Secured Party, as Assignee, together with all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Master Tax-Exempt Installment Purchase Agreement

		hedule No. 1 to the Master Tax-Exempt Installment Purchase le, between Seller and Purchaser (the "Agreement").	
	Purchaser agrees that this Property Schedule SHOL	JLD be subject to sales/use taxes	
Purchaser agrees that this Property Schedule should NOT be subject to sales/use taxes and Purchaser has our tax-exemption certificate with this document package			
	Purchaser agrees that this Property Schedule sh certificate is issued to us by the State	nould NOT be subject to sales/use taxes and no tax-exemption	
	Purchaser agrees that this Property Schedule is a ta	xable transaction and subject to any/all taxes	
	Purchaser agrees that this Property Schedule is sub or Vendor	eject to sales/use taxes and will pay those taxes directly to the State	
IN WITNESS WI	HEREOF, Purchaser has caused this Notification of Ta	x Treatment to be executed by their duly authorized representative.	
		Purchaser: City of Redmond	
		By:	
		Name:	
		Title:	
		11.01	

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Installment Purchase Agreement dated May 8, 2025 and related Property Schedule No. 1 dated May 8, 2025, between City of Redmond as Purchaser and U.S. Bancorp Government Leasing and Finance, Inc. as Assignee.

1. Assignee and Purchaser hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Purchaser agrees that it will provide to Assignee the original title documentation to the Equipment. Purchaser shall provide such title documentation to Assignee within 15 days of Purchaser's receipt of such title documentation from the appropriate titling authority. Purchaser's failure to provide Assignee with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Assignee pursuant to the remedies paragraph.

- 2. Location: Assignee agrees that in regard to the location of the equipment, Purchaser must be responsible for maintaining records showing the location of each piece of Leased equipment. Purchaser will report this location to Assignee upon written request by Assignee. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.
- 3. Purchaser will complete the physical titling of the vehicle as required by the state of Purchaser's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Purchaser agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. 1310 MADRID STREET MARSHALL, MN 56258

By signing this Addendum, Purchaser acknowledges the above changes to the Agreement and authorizes Assignee to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Assignee: U.S. Bancorp Government Leasing and Finance, Inc.	Purchaser: City of Redmond
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

	INSURANCE AL	JTHORIZAT	ION AND VERI	FICATION
Date: May 8, 2025				Property Schedule No. 1
To: City of Redmo	nd (the "Purchaser")	1720 \	Leasing 2, Inc. (th West Cass Street S a, FL 33606	
document, executed	d by both Purchaser* and Purchase	er's agent, that l	Purchaser's insurabl	reller requires proof in the form of this le interest in the financed property (the d to, fire, extended coverage, vandalism, and
PAYEE wi shall cont	th regard to all equipment financ ain a provision to the effect that	ced or leased be such insurance	by policy holder three shall not be cand	DITIONAL INSURED and LENDER'S LOSS rough or from Seller. All such insurance celed or modified without first giving wance of such cancellation or modification.
	r must carry GENERAL LIABILIT).00 (one million dollars).	Y (and/or, for v	rehicles, Automobi	le Liability) in the amount of no less than
	must carry PROPERTY Insuranable Value' \$6,489,432.88, with de			nage Insurance) in an amount no less than 00.
				this form to your insurance agency for ertificates demonstrating compliance with all
	aser authorizes the Agent named sequent renewals to reflect the i			n this form as indicated; and 2) to endorse ove.
Agency/Agent:]
Address:				
				_
Phone/Fax:				-
Email:				
			Purchase	er: City of Redmond
			By:	
			Namai	
			Name:	
			Title:	
	lieu of providing a certificate, p			
	at: <u>EFGLFDOCS@usbank.com</u> he above requirements.	- This fully end	lorsed form shall s	erve as proof that Purchaser's
	ro uzovo roquiromentor			
Agent hereby	verifies that the above requiren	nents have bee	en met in regard to	the Property listed below.
Print Name Of	f Agency: X			
(A	Agent's Signature)			
Print Name: X			Date: X _	

Insurable Value: \$6,489,432.88

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 1

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made and entered into as of **May 8, 2025** ("Escrow Agreement Date"), by and among Leasing 2, Inc. or its assigns ("Lessor"), **City of Redmond** ("Lessee") and Old National Wealth Management ("Escrow Agent").

RECITALS

WHEREAS, Lessor and Lessee have entered into the Lease-Purchase Agreement dated **May 8, 2025** (the "Lease"), pursuant to which the equipment more particularly described therein (the "Equipment") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Equipment, and Escrow Agent agrees to serve as escrow agent for such funding and acquisition;

WHEREAS, Escrow Agent is hereby notified that Lessor expects to assign all of its right, title, and interest in and to, but not its obligations under, the Lease and this Escrow Agreement to **U.S. Bancorp Government Leasing and Finance, Inc.**, including, in particular, but without limitation, and Lessor's right to approve all payment requests submitted by Lessee and Lessor's security interest in the Fund (as defined herein).

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

- 1. Escrow Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Escrow Agent shall not be deemed to be a party to the Lease.
- 2. Lessor has delivered to Escrow Agent the sum of \$ 6,489,432.88 ("Escrow Amount") for deposit by Escrow Agent in an Escrow Account established in connection with the Lease (the "Fund"). The Fund will be administered by Escrow Agent pursuant to the terms of this Escrow Agreement. Lessee acknowledges that Escrow Agent may commingle the Escrow Amount held by Escrow Agent for the benefit of Lessee with other funds held by Escrow Agent for its own account, so long as the Escrow Agent maintains segregation of the Fund on the books and records of Escrow Agent. The Escrow Amount shall not be the property of the Escrow Agent, notwithstanding the fact that it may be commingled with other funds of the Escrow Agent.
- 3. Deposits in the Fund shall be used to pay for the acquisition of the Equipment. The Equipment may be acquired as individual items or as groups of items. Escrow Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Equipment promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Exhibit A", for that portion of the acquisition of the Equipment for which payment is requested. Upon full acquisition of an item or group of items of the Equipment, any remaining cost of such item or group of items shall be disbursed promptly by the Escrow Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Exhibit A", for that portion of the Equipment for which payment is requested. Payment by Escrow Agent shall be to the payee shown on the Escrow Disbursement Request Form. Escrow Agent may deduct overnight mailing fees from the Fund prior to any disbursement requested by Lessee in writing to be sent via overnight mail.
- 4. No fees are due to the Escrow Agent under this Escrow Agreement and neither the Lessee nor any assignee of Lessor shall be responsible for payment of any fees to the Escrow Agent.
- 5. Escrow Agent will invest the Fund, as specified by Lessor, in a Federated Government Obligation Money Market account, ticker GOSXX; provided, however, that notwithstanding anything herein, the yield on the Fund shall not be allowed to exceed the yield on the Lease. If the yield on the Fund at any time exceeds the yield on the Lease, the Lessor shall direct the Escrow Agent to invest the Fund in a lower yielding investment such that no arbitrage is earned on the Fund. Escrow Agent shall maintain the Fund until termination of the Fund pursuant to Section 6 hereof.
- 6. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Escrow Agent for all the Equipment, this Escrow Agreement shall terminate and the Fund shall be closed. If not terminated earlier, this Escrow Agreement shall terminate and the Fund shall close on the date that is three years after the Escrow Agreement Date ("Termination Date"). Upon termination of this Escrow Agreement and closing of the Fund, Escrow Agent shall transfer all remaining principal in the Fund to Lessor and such amounts shall be applied by Lessor to Lessee's next Rental Payment. Lessee agrees that any interest earned on the Escrow Amount held in the Fund in excess of the costs of the Equipment will be paid to Leasing 2, Inc.
- 7. Lessor and Lessee may by written agreement between themselves remove the Escrow Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Escrow Agent.
- 8. Escrow Agent may at any time and for any reason resign as Escrow Agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.

- 9. Escrow Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Escrow Agent makes no warranties or representations as to the Equipment or as to performance of the obligations of Lessor or Lessee under this Escrow Agreement or the Lease.
- 10. Escrow Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Escrow Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
- 11. Except to the extent it would invalidate the Lease or otherwise be prohibited by law, to secure the payment of all Lessee's obligations under the Lease, Lessee, grants to Lessor a security interest constituting a first lien on the Escrow Amount and on all amounts held in the Fund and any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain such first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
- 12. The Lessor and Lessee, to the extent permitted by law, hereby agree to indemnify, defend, protect and hold the Escrow Agent, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Escrow Agent may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Escrow Agent's negligence or willful misconduct or its failure to act in accordance with the terms of this Escrow Agreement. This indemnity shall survive the termination of this Escrow Agreement or the removal or resignation of the Escrow Agent. The Escrow Agent agrees to indemnify, defend, protect and hold the Lessor, its affiliates, its officers, directors, agents and employees, harmless from and against any and all claims, losses, liability, damages, costs or expenses that the Lessor may suffer or incur arising out of or in connection with the acceptance or administration of this Escrow Agreement or the performance of its duties hereunder, including reasonable attorneys' fees, but excluding any losses, liability, damages, costs or expenses due to the Lessor's negligence or willful misconduct.
- 13. This Escrow Agreement may be amended only by written agreement executed by all the parties.
- 14. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.
- 15. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which the Lessee is organized.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

LESSOR:	Leasing 2, Inc.
	BY:
	Name:
	Title:
LESSEE:	City of Redmond
	BY:
	Name: Haritha Narra
	Title: Deputy Finance Director
ESCROW AGENT:	Old National Wealth Management
	BY:
	Name:
	Title:

ESCROW AGREEMENT – Exhibit A

ESCROW DISBURSEMENT REQUEST FORM

Old National Wealth Management, acting as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of May 8, 2025, by and among the Escrow Agent, Leasing 2, Inc. ("Lessor") and City of Redmond ("Lessee") (the "Escrow Agreement"), is hereby requested to pay to the person or corporation designated below as payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below, which equipment was financed pursuant to that certain Lease-Purchase Agreement dated May 8, 2025, by and between Lessor and Lessee (the "Lease"). The amount shown below is due and payable under the attached vendor invoice(s) of payee with respect to the described equipment and has not formed the basis of any prior request for payment from the escrow account established under the Escrow Agreement.

PAYEE:			
AMOUNT:			
DESCRIPTION OF E	EQUIPMENT:		
INVOICE #			
Indicate Method for F	Payment Disbursement:		
	Overnight Check ***	Regular Mail Check	Wire Funds
Mailing Address:		Wire Instructions:	
		t there might be a fee charged for over	
Lessee: City of Red	dmond		
Ву:			
Name: Haritha Na	arra		
Title: Deputy Fir	nance Director		
Assignee: U.S. Ban	corp Government Leasing and F	Finance, Inc.	
By: Authorized Signer			
Authorized Signer			
		ACCEPTANCE CERTIFICAT	E
accepts such equipmerformed by it under	nent, and hereby certifies that L er the Lease with regard to such	essor or its assignee has fully and sa	re and included on the attached vendor invoice(s), hereby tisfactorily performed all covenants and conditions to be lly insured in accordance with Section 8.03 of the Lease ed in the Lease.
Date:			
		Lessee: City of Redmond	
		Ву:	
		Name: Haritha Narra	

Title: Deputy Finance Director



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

File No. CM 25-209 Date: 4/22/2025 Meeting of: Committee of the Whole - Parks and Environmental Sustainability Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Kimberley Dietz	Principal Planner
Planning and Community Development	Beckye Frey	Principal Planner
Planning and Community Development	Lauren Alpert	Senior Planner
Planning and Community Development	Odra Cárdenas	Senior Planner
Planning and Community Development	lan Lefcourte	Senior Planner

TITLE:

Redmond 2050: 2025 Code Package Part 3, Design Standards and 2025 Housing Amendments.

OVERVIEW STATEMENT:

Staff seeks Council input on discussion topics for the 2025 Code Package Part 3, Design Standards, in preparation for study sessions scheduled on May 13 and, if needed, May 27, 2025.

- The Technical Committee Report was provided to the Council for the April 1 Committee of the Whole meeting and can be accessed at
 - <redmond.gov/DocumentCenter/View/36825/2025-Code-Package-Part-3-Amended-TECH-Report-with-
- Staff has created a Table of Changes for the design standards to summarize proposed changes (Attachment A), and a Table of Applicability that summarizes what standards apply to what types of development (Attachment B).
- Staff will transmit the Planning Commission's Report and Recommendation to the Council by email after the Commission approves it. The Commission's action is anticipated to occur on April 23, 2025.

Simultaneously, the Commission has been reviewing the 2025 June Housing Amendment package. This package of proposed amendments mainly relates to three topics: middle housing implementation, residential adjustments (cleanup, clarity, alignments with Redmond 2050 intent, etc.), and compliance with state legislation. A table of changes is provided as Attachment C to help Councilmembers identify discussion issues for the May 13 study session. Staff will transmit the Planning Commission's Report and Recommendation to the Council by email after the Commission approves it. The transmittal may occur before the Committee of the Whole meeting.

Finally, staff is proposing minor amendments to RMC 3.10, Impact Fees, and RMC 7.04, Animal Control to correct errors

Date: 4/22/2025 Meeting of: Committee of the Whole - Parks and Environmenta	File No. CM 25-209 I Sustainability Type: Committee Memo
in RMC 3.10 and account for changes to zone names in RMC discussions topics for these, in preparation for that same study	•

☑ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION

☐ Receive Information	☑ Provide Direction	☐ Approve
- Receive information	M I TOVIGE DITECTION	- Applove

REQUEST RATIONALE:

Relevant Plans/Policies:

Design Standards: Comprehensive Plan policies CD-1 and CD-4 concerning adoption of design standards that incorporate universal design principles, CD-2 concerning meeting the needs of all community members, CD-6 concerning design review standards and processes, CD-7 and CD-8 concerning the purpose and objectives of design standards, and CD-10 concerning Americans with Disabilities Act (ADA) standards.

Housing: Comprehensive Plan policies HO-7 and HO-14 concerning removing regulatory barriers to housing diversity, promoting a broad range of housing types, and expanding capacity for middle housing. The amendments support the residential zoning consolidation of LU-24.

Required:

Design standards must be updated to align with RCW 36.70A.630 requirements for ascertainable, clear, and objective standards.

Housing regulations must be updated to align with two recently-adopted state laws.

Council Request:

N/A

Other Key Facts:

N/A

OUTCOMES:

Adopting updates to design standards in June will align design standards with updated Comprehensive Plan policies, ensure consistency with state law, and set the stage for additional work in 2025-26 as approved in the biennial budget.

Adopting the housing amendments will further align residential regulations with updated Comprehensive plan policies, comply with state law, improve clarity of code, streamline development, and reduce barriers to the development of middle housing.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Timeline (previous or planned):

Community outreach and involvement on the policies that underpin updated design standards and residential regulations occurred over multiple years as part of Redmond 2050. Community and stakeholder involvement in the standards themselves is occurring in Q1 and Q2 2025.

Outreach Methods and Results:

Monthly Redmond 2050 Technical Advisory Committee meetings, a community workshop on Feb. 4, 2025, and

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Planning Commission public hearings and study sessions.

Feedback Summary:

- o These code amendments are highly anticipated.
- o Community members and stakeholders are looking forward to the additional flexibility and creativity that the amendments would allow.
- o Stakeholders identified areas where additional clarity or flexibility is desired.
- o Stakeholders had questions about how design standards relate to the green building program, incentive program, and other parts of the code.
- o The Planning Commission desired a clear pathway for iconic buildings to be reviewed and approved.
- Stakeholders appreciated the reduction of barriers to middle housing, and noted existing transportation requirements that inhibit middle housing.
- Stakeholders appreciated the improved clarity.

BUDGET IMPACT:

Tota	I Co	ost:

11/19/2024

Business Meeting

\$5,350,743 is the total value of the Community and Economic Development offer, which includes the staff time devoted to this work.

Approved in current	t biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Numb 0000304 - Communi	er: ity and Economic Develop	oment		
Budget Priority : Vibrant and Connect	ted			
Other budget impactifyes, explain:	ets or additional costs:	□ Yes	□ No	⊠ N/A
Funding source(s): General Fund				
Budget/Funding Co N/A	nstraints:			
☐ Additional b	udget details attached			
COUNCIL REVIEW:				
Previous Contact(s)				
Date	Meeting			Requested Action

Approve

Date: 4/22/2025 File No. CM 25-209 Meeting of: Committee of the Whole - Parks and Environmental Sustainability Type: Committee Memo

4/1/2025 Committee of the Whole - Planning and Public Works Receive Information	
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/13/2025	Study Session	Provide Direction
5/27/2025	Study Session	Provide Direction
6/3/2025	Committee of the Whole - Planning and Public Works	Provide Direction
6/17/2025	Business Meeting	Approve

Time Constraints:

Local jurisdictions must comply with the ascertainability, clarity, and objectivity standards in RCW 36.70A.630 by June 30, 2025.

Local jurisdictions must comply with two recently-adopted provisions of state law - RCW 35A.21.440 concerning conversion of existing buildings for residential use, and RCW 36.70A.535 concerning co-Living residential uses - by December 31, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the Redmond Zoning Code will not continue to advance Redmond 2050 policies or be consistent with state law.

ATTACHMENTS:

Attachment A: Design Standards Table of Changes Attachment B: Design Standards Table of Applicability Attachment C: Housing Amendments Table of Changes

Attachment D: Proposed Amendments to RMC 3.10, Impact Fees Attachment E: Proposed Amendments to RMC 7.04, Animal Control



Table of Changes

Section	Type/ Purpose of Change	Description of Change
21.58.0010 Purpose and Intent	Minor edit	Equity language update
21.58.0020 Scope and Authority	Redmond 2050Streamlining and updating	 Updated to reflect Redmond 2050 vision, themes Removed or updated outdated terms, processes, and code references Minor edits for clarity Moved Alternative Design Compliance (ADC) to new numbered section to make it easier to find
21.58.0100 Design Standards Applicability and Alternatives	New	 Introduces new urban forms and options Introduces design review alternative pathway options for mass timber Provides for a small building alternative (minimum design requirements) pathway.
21.58.0300 Alternative Design Compliance	Major revision	 Added language clarifying deviations from zoning development standards and site standards from Article II are not allowed, only for design standards (links provided to other processes). Removed old process language that limited variations to minor variations and restricted use Added language to demonstrate new ADC process is normal and expected Clarified submittal requirements and review process Provides clear pathway for new iconic landmark buildings
21.58.1000 Context Sen	sitive Design	
21.58.1100 Design Contexts	 Legislative update Major revision 	 Consolidated sections and deleted duplicative standards Added language to create or clarify standard (measurable, etc.) Deleted harmonize with other buildings (duplicative) Clarified minimum design features of similarity and minimum design features of uniqueness Provided example of site design element and how connecting open spaces can meet this and common open space requirements Provided map of Old Town (zoning district will no longer exist) Added ADC statement on where standard may be flexible, including specific call out for iconic buildings and buildings in cultural districts
21.58.1200 Ridgelines and Hill Tops	Minor edit / clarification	Added statement that ADC is not allowed

21.5.1300 Stream and Wetland Buffers	[RESERVED]	
21.58.1400 Shorelines and Parks	Legislative updateRemove duplication	 Streamlined and removed duplicative language Removed language that was vague Removed most of language on multiple building design as misplaced (not just for shorelines) or duplicative Added ADC statement on where standard may be flexible
21.58.1500 Redmond Central Connector	Minor edits	 Updated naming Removed reference to incorporating structured or mechanical stacked parking Removed vague language Added ADC statement on where standard may be flexible
21.58.1600 High Traffic Corridors, BP, MP, and I Zones.	Legislative updateExpansion for consistency	 Made 21.08.200.B.1 requirements apply more broadly to not just specific locations abutting MP & I Removed vague language Added ADC statement on where standard may be flexible
21.58.2000 Universal De (most of this proposed t		
21.58.2000 Universal Design	New	Introduces purpose of Universal Design and relationship to incentives. Refers to new Appendix 12 with UD checklists and supplemental standards
21.58.2100 Inclusive Neighborhood Standards	New	 Implement Redmond 2050, Marymoor Pilot Inclusive Neighborhood Refers to new Appendix 12 with mandatory UD elements
21.58.3000 Building Star	ndards	
21.58.3100 Street Wall Breaks and Step Backs	New	 Replaced modulation and step backs in several areas of code with new, streamlined code Provided additional clarity on articulation methods, including alternatives to standards for architecturally integrated public art, integrated photovoltaic, or green wall Adding exemptions and flexibility to step backs to allow for additional variety in building massing Added ADC statement on where standard may be flexible
21.58.3200 Rooflines	New	 Replaced roofline regulations in several areas of code with new, streamlined code Exempting mass timber from roofline requirements Providing for green roof alternative to roofline modulation Added ADC statement on where standard may be flexible
21.58.3300	Minor edits	Utilized Overlake standards as baseline

Enclosed Courtyards		ADC statement on where standard may be flexible
21.58.3400 Corner Lots	New	 New requirements for corner treatments, based on street types Allow for FAR reallocation (additional building height) Based on community feedback, added options and requirements for corner treatments, including FAR transfer and plaza requirements Added ADC statement on where standard may be flexible
21.58.3500 Building Design for Safety	Minor updates	 Moved all safety-related regulations to one section Added statement that ADC is not allowed
21.58.3610 Facades	New	 Moved façade requirements to one section Clarified to meet legislative requirements Added alternative for Mass Timber construction Added ADC statement on where standard may be flexible
21.58.3620 Ground Floor Retail	 Major revision Legislative update Implementing Redmond 2050 	 Consolidated ground floor retail design standards with updates and removed duplicative language Clarified to ensure measurable standards Coordinated with 21.04 and zoning districts to address active use retail, live-work, etc. Added modulation by use type (active vs pedestrian-oriented vs other) Simplified outdoor display regulations and referenced instead to new supplemental standards in 21.04. Added ADC statement on where standard may be flexible
21.58.3630 Ground Floor Residential Uses	Minor edit	 Simplified and clarified standards. Added reference to universal design, visitability standards, and ground-floor ADA units (implementing Redmond 2050) Added ADC statement on where standard may be flexible
21.58.3640 Weather Protection	Major revisions / New	 Consolidated weather-protection regulations in one section Added arcade and canopy standards Added example of arced with integrated photovoltaic Simplified language and removed unclear language Added community requested weather-protected loading zones for assembly uses with a capacity of 100 persons or more with minimum clearance for paratransit access Added ADC statement on where standard may be flexible
21.58.3650 Blank Wall Treatments	Minor editsImplement Redmond 2050	 Referenced CRSVMP landscaping standards for vegetated walls and added reference to integrated photovoltaic features as options Updated standards Balanced green wall, vegetation, and public art treatments throughout the section.

21.58.3700 Materials	Major odite / Nov	 Removed additive requirements for vegetation when installing public art. Added mass timber as a treatment option for blank walls if timber element is left exposed Added ADC statement on where standard may be flexible
and Ornamentation	 Major edits / New Legislative updates 	 Updated to provide clarity on quality of materials Added façade materials list Replaced vague language with measurable and objective standards Added reference to Cultural Districts contributing features Added selection of materials for resiliency and sustainability Added ADC statement that specifically allows for unique materials for green building or universal design certification
21.58.3800 Sustainability and Resiliency Features	NewImplementing Redmond 2050	 Cross-referenced to new GBP provisions in 21.67 and Appendix 10 as well as incentives in 21.55 Replaced vague language with measurable standards Added ADC statement on where standard may be flexible
21.58.4000 Site Design,	Connectivity, and Public	c Realm
21.58.4100 Planting Design	Minor edits	 Clarified and simplified Added reference to climate resiliency Cross-referenced 21.32 and 21.36 Added ADC is not allowed
21.58.4200 Stormwater Facilities	Updated	 Relocated, updated zone names Bioswale updates include removing old graphic and adding reference to standard detail Added ADC statement on where standard may be flexible
21.58.4300 Transit Connectivity	Minor editsLegislative update	 Clarified or deleted vague language Removed parking lot standards (duplicative) Added ADC statement on where standard may be flexible
21.58.5000 Special Regu	lations by Construction	Method or Building Type
21.58.5100 Mass Timber	New	 Expanded purpose statement Modified applicability section to exempt single-family development Clarified ADC statement Ensured flexibility where materials or certification indicate a different standard is appropriate
21.58.5200 Towers	Minor editLegislative update	 Expanded purpose statement Clarified applicability section Minor edit to ensure standard are measurable Added ADC statement on where standard may be flexible

21.58.5300 Parking Facilities	Minor edit	 Minor edits to purpose and applicability sections Removed duplicative language Added ADC statement on where standard may be flexible
21.58.5320 Parking Lot Landscaping	Minor edit	 Minor edits to purpose statement Removed requirement to cluster parking lot landscaping to preserve trees (refer to tree regulation updates) Added ADC is not allowed
21.58.5500 Screening for Mechanical Instruments	Minor edit	 Minor edits to the purpose and applicability sections Added ADC statement on where standard may be flexible
21.58.5530 Kiosks and Drive-Up Stands.	Minor edit	 Removed duplicative language and cross-referenced to standards in 21.04 Added ADC statement
21.58.6000 Multifamily	Residential Standards	
21.58.6010 Residential Privacy Standard	Relocation Minor edit	 Structural updates to match new format Revised purpose statement Revised ADC to address mass timber Removed blank wall standards (now covered in sec 3650
21.58.6030 Minimum Residential Courtyard Dimensions	Minor edit	 Structural updates to match new format Added references Clarified applicability Clarified purpose of illustration Added ADC statement on where standard may be flexible
21.58.6200 Residential Access.	Minor edit	 Structural updates to match new format Revised purpose statement Updated to reflect changes made in other section Added ADC statement on where standard may be flexible
21.58.7000 Single-Famil	y and Middle Housing S	tandards
21.58.7010. Variety and Visual Interest in Building Design	Minor edit	Structural updates to match new format
21.58.7020. Building Orientation.	Relocation Minor edit	Structural updates to match new formatRevised purpose statement
21.58.7030. Building Design, Proportionality and Massing.	Relocation Minor edit	 Structural updates to match new format Revised purpose statement
21.58.7040. Streets and Pathways in Residential Areas	Relocation Minor edit	 Structural updates to match new format Revised purpose statement Clarified cul-de-sac applicability provision

Table of Changes

Deleted

- Public corridors
- Topography and Natural Features (defer to Critical Areas Regulations)
- Relationship to Street Front (replaced with new façade and other sections)
- Street Design (defer to RZC appendices)
- Vehicle Entrances and Driveways (defer to TMP and RZC Appendices)
- Pedestrian Facilities (moved content to where best fit transparency, ground floor retail, weather protection, etc.)



NOTE: This table is provided as a resource only. See draft regulations for complete purpose, applicability, options, and alternatives.

ACRONYMS KEY:

Type of Development	Location	Options & Alternatives
 SF = Single Family MM = Missing Middle MF = Multi-Family MU = Mixed-Use Other = any other building type 	 CTRs = Centers (Overlake, Downtown, Marymoor) MU Zones = Urban and Corridor mixed use zones (UMU and CMU zones) Other = all other locations/zones 	 MT = Mass Timber Option ORN = Ornamentation Option SBA = Small Building Alternative ADC = Alternative Design Compliance

			Ту	pe of D	evelop	ment			Lo	cation		Options & Alternatives			
Section	Purpose	All	SF	MM	MF	MU	Other	All	CTRs	MU Zones	Other	MT	ORN	SBA	ADC
21.58.1000 Context Sensitive Design	To provide contextual references that can be used to encourage creative and distinctive designs for new development and redevelopment projects while avoiding sameness in design; and to create contexts that capture the community visions and values as reflected in the Comprehensive Plan and Redmond Zoning Code														
21.58.1100 Relationship to Adjacent Properties	To promote visual distinction of the City, its neighborhoods, districts, and individual sites; and to create contexts that capture the community visions and values as reflected in the Comprehensive Plan and Redmond Zoning Code.	Х	Х	х	Х	Х	х	Х	х	х	X				А
21.58.1200 Ridgelines and Hill Tops	To minimize visual and environmental impacts on distinctive landforms throughout the City.	Х	х	Х	Х	Х	Х			Х	х				N
21.58.1400 Shorelines and Parks	To protect and enhance these natural resources and city assets for access and enjoyment by the community.				Х	Х	Х	Х	Х	Х	X				А



			Ту	pe of D	evelop	ment			Lo	cation		Options & Alternatives			
Section	Purpose	All	SF	ММ	MF	MU	Other	All	CTRs	MU Zones	Other	MT	ORN	SBA	ADC
21.58.1500 Redmond Central Connector	To ensure that buildings and uses along the Redmond Central Connector (RCC) in Downtown Redmond are designed to engage with and provide access to the RCC, while also ensuring that uses do not hamper rail use in the future if the rail line is reactivated.	х	X	Х	х	х	х		DT (part)						А
21.58.1600 High Traffic Corridors, BP, MP, and I Zones.	To promote healthier living environments by minimizing noise and air pollution.	Х	Х	X	Х	Х	Х	Х	Х	Х	Per location criteria				С
21.58.2000 Universal Design	To make the community more accessible and implement the Comprehensive goals of Equity and Inclusion.	Х	х	Х	х	Х	Х	Х	Х	Х	Х				
21.58.2100 Inclusive Neighborhood	To implement the Comprehensive Plan goals for an inclusive neighborhoods.	Х									Inclusive Nbhd				А
21.58.3000 Building Standards	To provide minimum requirements for public safety and quality of life concerns and to implement the vision and goals for community development and design adopted in the Redmond Comprehensive Plan.														
21.58.3100 Street Wall Breaks and Step Backs	To create a vibrant, pedestrian-friendly streetscape with clear visual breaks to reduce bulk and improve solar access.	Х	х	х	х	Х	≥45 ft		Х	Χ		Exempti ons	Χ	А	А
21.58.3200 Rooflines	To create a visually interesting skyline and align development with city priorities.	Х	Х	Х	х	Х	Х		Х	Х		Exempti ons	Veg Alt		А
21.58.3300 Enclosed Courtyards	To maintain adequate natural light for residential dwellings and landscaping.				Х	Х	≥70 ft	Х	Х	Х	Х				А



			Ту	pe of D	evelop	ment			Lo	cation		Options & Alternatives			
Section	Purpose	All	SF	ММ	MF	MU	Other	All	CTRs	MU Zones	Other	MT	ORN	SBA	ADC
21.58.3400 Corner Lots	To provide informal and welcoming community gathering places, to encourage pedestrian activity, and to enhance the character of the streetscape including continuous pedestrian-oriented storefronts, active retail uses, and a human-scale of the public realm. Corner lot treatments also contribute to wayfinding and placemaking goals.	х	х	х	х	х	@ Intersectio ns	х	х	х					Partial
21.58.3500 Building Design for Safety	To promote building design that increases safety of employees, residents, and visitors.				Х	Х	Х	Х	Х	Х	X				N
21.58.3600 Building Elements and Details	To support the implementation of placemaking goals and objectives adopted in the Redmond Comprehensive Plan.														
21.58.3610 Facades	To achieve the goals for pedestrian- and bicycle-oriented development and contribute to the creation of high-quality public realm experience				Х	х	Х	Х	X	Х	Х	ADC			Partial / C
21.58.3620 Ground Floor Retail	To ensure ground floor retail supports the intended public realm and pedestrian experience.				Х	х	Х		Х	Х					А
21.58.3630. Ground Floor Residential Uses.	To provide minimum design standards for safety, accessibility, and quality of life for ground floor residential units in high pedestrian traffic areas.				Х	Х	Х		Х	Х					А
21.58.3640 Weather Protection	To enhance pedestrian safety and comfort.				х	Х	Х	х	Х	Х	Х				N
21.58.3650 Blank Wall Treatments	To reduce the appearance and mass of large walls.				х	Х	Exempti ons	х	Х	Х	BP	А	А		С
21.58.3700 Materials and Ornamentation	To achieve the placemaking, sustainability, and resiliency goals of the Redmond Comprehensive Plan.				Х	Х	х	х	Х	Х	X				Α



RZC 21.58 Design Standards Applicability (2025 Code Update)

	Purpose	Type of Development							Lo	cation		Options & Alternatives			
Section		All	SF	ММ	MF	MU	Other	All	CTRs	MU Zones	Other	MT	ORN	SBA	ADC
21.58.3800 Sustainability and Resiliency Features	To adapt to extreme climate events, such as high temperatures and heatwaves consistent with climate change, and implement the Redmond Comprehensive Plan and the Redmond Environmental Sustainability Action Plan.		Partial exemp tion	Partial exemp tion	Х	Х	х	х	X	х	х				A



21.58.4000 Site Design, Connectivity, and Public Realm												
21.58.4100 Planting Design	It complements the architecture, other site elements and the visual appearance of the neighborhood, as well as the Northwest environment. Landscaping helps reduce impacts and create a transition to adjacent natural features, such as critical areas and shorelines.	Infill exempt	Infill exempt	Х	Х	х	Х	X	X	NMF		А
21.58.4200 Stormwater Facilities	To provide minimum design standards for safety and quality for stormwater facilities.	Infill exempt	Infill exempt	Х	Х	Х	X	Х	Х	X		С
21.58.4300 Transit Connectivity	To ensure that new construction is supportive of transit use.	Infill exempt	Infill exempt	Х	Х	Х	Х	Х	Х	Local Streets Exempt		А
21.58.5000 Special Regulations by Construction Method or Building Type												
21.58.5100 Mass Timber	To implement sustainability and resiliency goals as adopted in the Redmond Comprehensive Plan and the Environmental Sustainability Action Plan. This section provides additional flexibility to support mass timber construction while maintaining a high-quality user experience.		х	х	х	х	х	X	X	x		А
21.58.5200 Towers	To allow for creativity in building design while still minimizing the impacts of the building massing, keeping a pedestrian friendly design, and managing sunlight/shadows. Creative use of step backs, floor plate averaging, and upper story landscaping and amenities are all encouraged.			х	х	≥85 ft	х	х	х	Х	ADC	С
21.58.5300 Parking Facilities												
21.58.5310 Parking Design	to create well-designed parking areas that minimize visual impact, support accessibility, and preserve public and natural open spaces.			X	Х	Х		Х	Х	BP, MP		А



21.58.5320 Parking Lot Landscaping	provide for comfort and safety of users and mitigate heat and environmental impacts of surface parking lots.			Х	Х	Х	Х	Х	Χ	Х			N
21.58.5500 Screening for Mechanical Instruments	To minimize the visual impacts of service and mechanical equipment.			Х	Х	Non-Res Applies I & MP bldgs. exempt	х	х	Х	х		ADC	С
21.58.5530 Kiosks and Drive-Up Stands	to enhance enjoyment and safety for those arriving on foot, by bicycle, and in cars.					Х	х	х	х	X			А
21.58.6000 Multifamily Residential Standards				Х			х	х	х	Х			A / Partial
21.58.6010 Residential Privacy Standards	To uphold privacy and comfort in residential developments.			Х			Х	х	Х	Х	ADC		А
21.58.6030 Minimum Residential Courtyard Dimensions.	To create attractive and comfortable onsite open spaces for residents so they may enjoy outdoor living and recreational activities.			Х	Х		X	Х	Х	Х			А
21.58.6200 Residential Access.	To ensure that orientation of the primary entrance is toward the street and adds interest to the building design.			Х			X	Х	Х	Х			А
21.58.7000 Single-Family and Middle Housing Standards (all subsections)	To maintain the vitality of the City's residential areas by providing design standards for residential development.	Х	Х							RA-5 & NR only			А



2025 Housing Amendments: Table of Changes

Zone	Code Description	Topic	Notes
21.04	21.04.0100 Residential Use Table	Legislative	Comply with HB 1998 (Concerning Co-Living Residential Uses) by allowing co-living / residential suites in NR zone on lots with 6 or more dwelling units.
	21.04.1120 Accessory Structures 21.04.1125 General Provisions –	Residential Adjustments Legislative	Amend accessory structure setbacks to align with NR and NMU zoning setbacks. Provide 5 feet accessory structure setbacks for NMF zone.
	Conversions of Existing Buildings to Residential Uses 21.04.1190 Retirement	Residential Adjustments	 New section. Comply with ESHB 1042 (Concerning Conversion of Existing Buildings for Residential Use) by clarifying that conversion building permits may not be denied for adding housing in existing building due to nonconforming parking, height, setbacks, elevator size, or modulation.
	Residences	Aujustinents	Update language. The term "Neighborhood character" was generally removed in Redmond 2050 because the term can be problematic and has historically been used in discriminatory and exclusionary ways.
21.08	Neighborhood and Mixed-Use Regulations	Residential Adjustments	Miscellaneous adjustments: clean-ups, clarity improvements, reference updates, numbering/bulleting, specify NR zone dwelling units per lot, etc.
21.16	Site Requirements Measurement and Other Applicable Regulations 21.16.200 Building Measurements and Placement Standards 21.16.300 Allowed Density and Floor Area Ratio (FAR) 21.16.500 Lot Measurements	Residential Adjustments	 Provide clarity for applicants on how to calculate gross floor area in the NR zone. Minimum density clean-ups. Provide clarity regarding decks and porches.
21.17	Adequate Public Facilities and Undergrounding of Utilities 21.17.010 Adequate Public Facilities and Services 21.17.020 Electrical Equipment and Wiring	Middle Housing Implementation	 Clarify improvement requirements for adequate streets, sidewalks, and trails, to work with middle housing. Added additional criteria for exemptions regarding ADUs and existing single-family homes (SFHs). Exemptions for ADUs and SFHs are not allowed where public street improvements and/or sidewalks are already in place, soon to be installed by others, or in construction, adjacent to the property. Remove requirement for improvements from additions to existing SFH's because there are no increased trips generated from this activity and as such no rational nexus. Add middle housing language for wiring and electrical equipment requirements. Add clarity.
21.20	Affordable Housing Multiple Sections.	Residential Adjustments	 Update so that ADUs may be used to satisfy affordable housing requirements. Clarify minimum unit thresholds for the triggering of affordability requirements. Provide unit-count development size thresholds for "rounding" of affordable housing units in NR zone. (Developments with 7 or fewer units will use fractional payment-in-lieu, developments with 8 or more units will use conventional "rounding"). Update NMF affordability requirements to always use "rounding" of affordable units.

Zone Code	Code Description	Topic	Notes			
21.32	Landscaping 21.32.040 Landscape Area Requirements. 21.32.050 Landscape Standards.	Residential Adjustments	 Miscellaneous adjustments (clean-ups, clarity improvements, reference updates, numbering/bulleting, etc.) *March 26, 2025, Revision* Simplifies the NR Payment In Lieu typologies by removing the three different typologies. *March 26, 2025, Revision* Improves clarity by adding NMU zoning. *April 09, 2025, Revision* Improves clarity by adding PIL wayfinding. *April 09, 2025, Revision* Updates "shall" to Code Writing Standards language. Remove NR maximum hardscape percentage to align with zoning standards. Fix duplicative error for NMU. Replace one incorrect instance of NMU with NMF. Amend general landscaping standards for flexibility: do not require that all setbacks be landscaped with plants. Current code provision suggests that setback areas shall be entirely covered with landscaping, contrary to intent. 			
21.40	Parking Standards 21.40.010 Vehicle Parking.	Residential Adjustments / Middle Housing Implementation	Clean obsolete zone references. Remove off-street loading/unloading space on-site requirements for SFHs or Middle Housing developments with eight or fewer dwelling units per lot on residential local access streets. Amend requirement so that "backing into streets generally prohibited" requirements do not apply to SFHs or middle housing developments with eight or fewer dwelling units per lot on residential local access streets. Clean code: currently the code as amended still references parking ratios being referenced in the use zone charts for individual zones, which is no longer the case. Revise RZC parking standards for internal consistency.			
21.52	Transportation Standards 21.52.030 Street and Access Standards. 21.52.040 Sight Clearance at Intersections.	Middle Housing Implementation	 Add specificity to right-of-way and easement dedication to reflect City priorities and standards more explicitly. Amend private street access standards to accommodate middle housing and allow for new local access streets to be private, subject to criteria. Existing private streets may remain private with no dwelling unit limit, subject to criteria. Updates Table 21.52.040 (Required Horizontal Sight Clearance) for new zones, additional clarity, additional granularity per other amendments, lowers access driveway sight requirements, and general consistency with other amendments. 			
21.76	21.76.050 Review Procedures – Permit Types and Procedures. 21.76.070 Land Use Actions and Decision Criteria	Residential Adjustments	 Update permit classification table to note that Administrative Modifications are a Type I or Type II application. Currently only notes that it's a Type II. Remove the administrative design flexibility (ADF) requirement of a minimum of 18 feet of driveway. Provide ADF setback relief for NMF properties. Remove references to obsolete zones. Remove references to PREP process, remove requirements for two neighborhood meetings. Miscellaneous adjustments (clean-ups, clarity improvements, reference updates, numbering/bulleting, etc.) 			
21.78.	Definitions. A.	Residential Adjustments	Update definition of ADU for clarity and alignment with RCW 36.70A.696.			

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Chapter 3.10 IMPACT FEES

Sections:	
3.10.010	Purpose.
3.10.020	Authority.
3.10.030	Definitions.
3.10.040	Service areas.
3.10.050	Payment of impact fees required.
3.10.060	Exemptions from the requirement to pay impact fees.
3.10.070	Reserved.
3.10.080	Calculation of park, fire, and school impact fees using adopted impact fee
	schedules.
3.10.090	Formulas for determining fire, park, and school impact fees.
3.10.100	Calculation of transportation impact fees using adopted impact fee
	schedule.
3.10.105	Exemptions from the requirement to pay transportation impact fees.
3.10.110	Repealed.
3.10.120	Computing impact fees based on independent fee calculation studies.
3.10.130	Credits and adjustments to required impact fee payments.
3.10.140	Payments under protest and appeals.
3.10.150	Impact fee accounts and disbursements for fire, park, and transportation
	impact fees.
3.10.160	Impact fee accounts and disbursements of school impact fees.
3.10.170	Refund of fire, park and transportation impact fees.
3.10.180	Refund of school impact fees.
3.10.190	Annual impact fee report.
3.10.200	Periodic review of fee schedules.
3.10.210	Interpretation.

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Administrative note: changes are only proposed to sections 080 and 100 as shown below.

3.10.080 Calculation of park, fire, and school impact fees using adopted impact fee schedules.

- A. *Method of Calculation*. All park, fire, and school impact fees shall be calculated using the schedules set forth in this section, except where an independent fee calculation study has been prepared and approved as provided in RMC <u>3.10.120</u>.
 - 1. When using the impact fee schedules set forth in this section, the park, fire, and school impact fees shall be calculated by using the following formula:

- 2. The number of units of each use determined as follows: (a) for residential uses it is the number of housing units for which a building permit application has been made and (b) for office, retail, or manufacturing uses it is the gross floor area of building(s) to be used for each use expressed in square feet divided by 1,000 square feet. If uses other than parking vehicles which do not constitute a stock in trade and uses accessory to residences will take place outside of buildings, the calculations shall include the land area on which these uses will take place.
- 3. Using the formula in subsection <u>A.1</u> of this section, park, fire, and school impact fees shall be calculated separately for each use and each facility type. The total impact fees that shall be paid for any development are the sum of these calculations.
- 4. If a development activity will include more than one use in a building or site, then the fee shall be determined using the above schedule by apportioning the space committed to the various uses specified on the schedule.

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- 5. If the type of use or development activity is not specified on the impact fee schedules in this section, the Administrator shall use the park, fire, or school impact fee applicable to the most comparable type of land use on the fee schedules. The Administrator shall be guided in the selection of a comparable type by the most recent North American Industry Classification System (NAICS) edition and the Redmond Zoning Code. If the Administrator determines that there is no comparable type of land use on the above fee schedule, then the Administrator shall determine the proper fee by considering demographic or other documentation which is available from state, local, and regional authorities.
- 6. In the case of a change in use, development activity, redevelopment, or expansion or modification of an existing use, the park, fire, or school impact fee shall be based upon the net positive increase in the impact fee for the new development activity as compared to the previous development activity. The Administrator shall be guided in this determination by the sources and agencies listed above.
- B. *Fire Impact Fee Schedule.* The following fire impact fees shall be paid for each unit of use or development:

FIRE IMPACT FEES

Land Use	Units	Impact Fee That Shall Be Paid per Unit
Single-family residences	1 housing unit	\$148.78
Mobile homes and detached single-family manufactured homes	1 housing unit	\$177.71
Multifamily residences	1 housing unit	\$251.30
Residential suites	1 residential suite	\$125.66

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Land Use	Units	Impact Fee That Shall Be Paid per Unit
Offices	1,000 square feet of gross floor area	\$208.06
Retail trade	1,000 square feet of gross floor area	\$239.84
Manufacturing	1,000 square feet of gross floor area	\$24.57

[NOTE 1: LAND USES ARE DEFINED IN RMC 3.10.030, DEFINITIONS, AMENDMENTS TO THIS FEE SCHEDULE-SHALL BE ADOPTED BY THE CITY COUNCIL BY ORDINANCE.]

1. Amendments to this fee schedule shall be adopted by the City Council by ordinance,

[NOTE 2:] 2. Fire impact fees may be indexed to allow for a fee adjustment each January 1st. The January 1st adjustment to the fire impact fees shall be determined by calculating changes in the Consumer Price Index over the three consecutive 12-month September 1st to August 31st time periods immediately prior to January 1st, or the closest three consecutive 12-month time periods immediately prior to January 1st.

C. *Park Impact Fee Schedule.* The following park impact fees shall be paid for each unit of use or development:

PARK IMPACT FEES

Land Use	Units	Impact Fee That Shall Be Paid per Unit
Single-family residences (including mobile homes and detached single-family manufactured homes)	1 housing unit	\$6,778.37

Commented [JC1]: Duplicates RMC 3.10.030.

Commented [JC2]: Moving out of table note to make more obvious.

Commented [JC3]: Moving out of table note to make more obvious.

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Land Use	Units	Impact Fee That Shall Be Paid per Unit
Multifamily residences	1 housing unit	\$4,705.68
Residential suites	1 residential suite	\$2,557.60
Offices	1,000 square feet of gross floor area	\$1,836.15
Retail trade	1,000 square feet of gross floor area	\$814.59
Manufacturing	1,000 square feet of gross floor area	\$826.41

[NOTE 1: LAND USES ARE DEFINED IN RMC 3.10.030, DEFINITIONS, AMENDMENTS TO THIS FEE SCHEDULE—SHALL BE ADOPTED BY THE CITY COUNCIL BY ORDINANCE.]

1. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

[NOTE 2:] 2. Park impact fees may be indexed to allow for a fee adjustment each January 1st. The January 1st adjustment to the park impact fees shall be determined by calculating changes in the average of the Building Cost Index and the Construction Cost Index (published by the Engineering News Record) over the three consecutive 12-month September 1st to August 31st time periods immediately prior to January 1st, or the closest three consecutive 12-month time periods immediately prior to January 1st.

D. School Impact Fees. The following school impact fees shall be paid for each unit of use or development; provided, that such impact fees shall be imposed only so long as the City of Redmond and the Lake Washington School District remain parties to an interlocal agreement under which the City agrees to impose such fees. If the interlocal agreement is terminated for any reason, the City shall no longer collect school impact fees under this section.

School impact fees shall be based on the Lake Washington School District's (LWSD) most recent Six-Year Capital Facility Plan (CFP) as set forth below:

Commented [JC4]: Duplicates RMC 3.10.030.

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Commented [JC5]: Moving out of table note to make more obvious.

Commented [JC6]: Moving out of table note to make more obvious.

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SCHOOL IMPACT FEES

Land Use	Units	Impact Fee Basis	Impact Fee That Shall Be Paid per Unit
Single-family residences (including mobile homes and detached single-family manufactured homes)	1 housing unit	2024-2029 LWSD CFP approved on 6/24/24	\$5,972.00
Multifamily residences	1 housing unit	2024-2029 LWSD CFP approved on 6/24/24	\$0.00

Note: School impact fee rates for January 1, 2013, and each subsequent January 1st, may be updated to 100 percent of the rates set in the most recent Lake Washington School District CFP, as determined by the City Council **by ordinance**. (Ord. 3187 § 3, 2024; Ord. 3136 §§ 2 – 4, 2023; Ord. 3098 §§ 2 – 4, 2022; Ord. 3071 §§ 2 – 4, 2021; Ord. 3014 §§ 2 – 4, 2020; Ord. 2983 §§ 2 – 4, 2019; Ord. 2959 § 2, 2019; Ord. 2935 §§ 2 – 4, 2018; Ord. 2903 §§ 2, 3, 2017; Ord. 2888 § 2, 2017; Ord. 2865 §§ 2 – 4, 2016; Ord. 2810 §§ 2 – 4, 2015; Ord. 2772 §§ 2, 3, 4, 2014; Ord. 2738 § 2, 2014; Ord. 2675 § 2, 2012; Ord. 2641 § 2, 2011; Ord. 2616 § 1, 2011; Ord. 2610 § 1 (part), 2011: Ord. 2587 § 2 (part), 2011).

3.10.100 Calculation of transportation impact fees using adopted impact fee schedule.

A. *Purpose*. The City uses transportation impact fees from new development to fund a portion of the Transportation Facility Plan (TFP) consistent with the goals and policies of the Redmond Comprehensive Plan. The transportation improvements in the TFP are intended to maintain, provide, and improve mobility in Redmond.

Commented [JC7]: Consistent with references to Council ordinances for parks and fire impact fees.

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- B. *Method of Calculation*. All transportation impact fees shall be calculated using the schedule set forth in subsection \subseteq of this section, except where an independent fee calculation study has been prepared and approved as provided in RMC <u>3.10.120</u>.
 - 1. If a development permit is requested for a mixed-use development, the fee shall be determined by apportioning the space committed to uses specified on the applicable schedule.
 - 2. For applications for a development permit approval extension, the amount of the fee is the net positive difference between the fee currently applicable, and the fee applicable at the time of original permit application, pursuant to this section. If the extension is for a development permit originally issued prior to the effective date of this section, the fee currently applicable shall be collected.
 - 3. For applications for a change of use in an existing development where there is no increase in building or developed area (i.e., no increase in the gross floor area or gross leasable area as applicable), and which requires the issuance of a development permit, the applicant shall receive a credit for the existing development as provided in RMC 3.10.130.
 - 4. For applications for redevelopment or modification of an existing development, the applicant shall receive a credit for the existing development as provided in RMC <u>3.10.130</u> and shall pay impact fees on the additional floor area or additional dwelling units as provided in that section.
 - 5. If the type of development activity proposed in a development application is not specified on the applicable fee schedule, the Administrator shall use the fee applicable to the most nearly comparable type(s) of land use on the fee schedule. The Administrator shall be guided in this selection by the most appropriate technical and professional data. If the Administrator determines that there is no comparable type of land use on the applicable fee schedule, the Administrator shall determine the fee by:
 - a. Using person trip generation data provided by City staff, the developer, and data contained in the most recent edition of Trip Generation, published by the Institute of Transportation Engineers; and
 - b. Applying the formula set forth in subsection <u>B.1</u> of this section.

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C. *Transportation Impact Fee Schedule*. The following transportation impact fees shall be paid for each unit of use or development:

Land Use Category	Units (Based on ITE 11th Ed.)	Impact Fee per Development Unit	Impact Fee per Development Unit in Centers
Residential			I .
Single-Family – Detached	per DU	\$10,022.14	\$7,604.20
Middle Housing ⁴	per DU	\$5,757.40	\$4,368.37
4+ Story Multi/Townhome/Condo	per DU	\$4,158.12	\$3,154.93
10+ Story Multi/Townhome/Condo	per DU	\$3,411.79	\$2,588.66
Single Room Occupancy	per DU	\$2,238.99	\$1,698.81
Retirement Community	per DU	\$3,198.56	\$2,426.87
Congregate Care/Assisted Living	per DU	\$1,919.13	\$1,456.12
Education	<u> </u>		1
Elementary School	students	\$1,185.89	\$899.78

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Land Use Category	Units (Based on ITE 11th Ed.)	Impact Fee per Development Unit	Impact Fee per Development Unit in Centers
Middle/Junior High School	students	\$1,111.77	\$843.55
High School	students	\$1,037.66	\$787.31
Day Care Center ⁵	per 1,000 square feet	\$10,302.44	\$7,816.87
Institutional			
Church	per 1,000 square feet	\$4,539.74	\$3,444.48
Nursing Home	per bed	\$1,056.69	\$801.75
Industrial			
Light Industrial/Manufacturing	per 1,000 square feet	\$5,519.16	\$4,187.61
Industrial Park	per 1,000 square feet	\$2,700.02	\$2,048.61
Mini-Warehouse/Storage	per 1,000 square feet	\$1,191.19	\$903.80

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Land Use Category	Units (Based on ITE 11th Ed.)	Impact Fee per Development Unit	Impact Fee per Development Unit in Centers
Warehousing	per 1,000 square feet	\$1,429.42	\$1,084.56
Medical			
Hospital	per 1,000 square feet	\$7,967.71	\$6,045.42
Office	per 1,000 square feet		
Medical/Dental Office	per 1,000 square feet	\$35,254.69	\$26,749.15
General Office (10k – 100k)	per 1,000 square feet	\$17,851.61	\$13,544.73
General Office (100k – 200k)	per 1,000 square feet	\$15,698.66	\$11,911.20
General Office (200k – 300k)	per 1,000 square feet	\$12,917.75	\$9,801.21
General Office (300k)	per 1,000 square feet	\$10,944.21	\$8,303.81

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Land Use Category	Units (Based on ITE 11th Ed.)	Impact Fee per Development Unit	Impact Fee per Development Unit in Centers		
Single Tenant Office	per 1,000 square feet	\$15,788.36	\$11,979.26		
Recreation	per 1,000 square fee	t			
Golf Course	per 1,000 square feet	\$20,059.90	\$15,220.25		
Bowling Alley	per 1,000 square feet	\$7,996.39	\$6,067.18		
Movie Theater	per 1,000 square feet	\$37,500.30	\$28,452.98		
Health Fitness Club	per 1,000 square feet	\$23,782.36	\$18,044.63		
Recreational Community Center	per 1,000 square feet	\$17,233.59	\$13,075.82		
Retail – Automotive	Retail – Automotive				
Gasoline/Service Station	per VSP	\$48,583.11	\$36,861.95		
Gas Station w/Convenience Market	per VSP	\$64,335.07	\$48,813.59		

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Land Use Category	Units (Based on ITE 11th Ed.)	Impact Fee per Development Unit	Impact Fee per Development Unit in Centers
Self-Serve Car Wash	per stall	\$33,097.69	\$25,112.54
Auto Sales (New/Used)	per 1,000 square feet	\$22,684.01	\$17,211.26
Variety Store	per 1,000 square feet	\$30,790.69	\$23,362.13
Freestanding Discount Store	per 1,000 square feet	\$32,608.72	\$24,741.54
Supermarket	per 1,000 square feet	\$51,002.25	\$38,697.44
Retail – Large	per 1,000 square fee	t	
Shopping Center (>150k)	per 1,000 square feet	\$22,187.68	\$16,834.68
Shopping Plaza (40k – 150k)	per 1,000 square feet	\$49,798.19	\$37,783.88
Strip Retail Plaza (<40k)	per 1,000 square feet	\$39,976.42	\$30,331.71
Retail – Small	per 1,000 square fee	t	,

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Land Use Category	Units (Based on ITE 11th Ed.)	Impact Fee per Development Unit	Impact Fee per Development Unit in Centers
Library	per 1,000 square feet	\$56,250.45	\$42,679.47
Hardware/Paint Store	per 1,000 square feet	\$10,955.97	\$8,312.73
Convenience Market	per 1,000 square feet	\$176,039.09	\$133,567.90
Pharmacy/Drug Store w/o Drive-Thru	per 1,000 square feet	\$36,762.24	\$27,892.98
Pharmacy/Drug Store w/Drive-Thru	per 1,000 square feet	\$48,047.26	\$36,455.38
Furniture Store	per 1,000 square feet	\$2,867.67	\$2,175.82
Drive-In Bank	per 1,000 square feet	\$125,520.31	\$95,237.27
Walk-In Bank	per 1,000 square feet	\$59,089.63	\$44,833.66
Fine Dining Restaurant	per 1,000 square feet	\$40,147.38	\$30,461.42

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Land Use Category	Units (Based on ITE 11th Ed.)	Impact Fee per Development Unit	Impact Fee per Development Unit in Centers	
High Turnover Restaurant	per 1,000 square feet	\$47,413.06	\$35,974.19	
Fast Food w/o Drive- Thru	per 1,000 square feet	\$155,673.12	\$118,115.42	
Fast Food w/Drive-Thru	per 1,000 square feet	\$136,614.14	\$103,654.61	
Coffee/Donut Shop w/o Drive-Thru	per 1,000 square feet	\$151,360.59	\$114,843.33	
U.S. Post Office	per 1,000 square feet	\$77,275.43	\$58,631.96	
Hotel				
Hotel	per room	\$6,290.49	\$4,772.85	
Motel	per room	\$3,838.27	\$2,912.25	

Note 1 Source: ITE Trip Generation Manual, 11th Edition. Vehicle trip rates for weekday, peak hour of adjacent street traffic (4:00 to 6:00 p.m.).

<u>Note</u> 2 A pass-by trip is any trip that may go to a land use, but is part of a larger overall "trip tour." The defining feature of the pass-by trip is that it is an interim stop that did not initiate the overall need to travel.

Commented [JC8]: Formatting consistency with tables for parks, fire, and school impact fees.

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Note 3 Vehicle-to-person trip generation rate factors were developed from the 2017-2019 Puget Sound Regional Council Household Travel Survey.

<u>Note</u> 4 Middle housing land use category is an average of ITE Code No. 215 (single-family attached/duplex) and No. 220 (one- to three-story multifamily/townhome/ADU). This category includes all forms of multifamily housing not otherwise listed in the table above.

<u>Note</u> 5 Per RCW <u>82.02.060(4)(b)</u>, Redmond may exempt qualifying day care centers and other "early learning facilities," as defined by state law, from transportation impact fees.

1. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

2. Transportation impact fees may be indexed to allow for a fee adjustment each January 1. The
January 1 adjustment to the transportation impact fees shall be determined by calculating changes
in the Construction Cost Index (published by the Engineering News Record) over the three
consecutive 12-month September 1 to August 31 time periods immediately prior to January 1, or the
closest three consecutive 12-month time periods immediately prior to January 1.

(Ord. 3187 § 3, 2024; Ord. 3136 § 5, 2023; Ord. 3098 § 5, 2022; Ord. 3071 § 5, 2021; Ord. 3014 § 5, 2020; Ord. 2983 § 5, 2019; Ord. 2935 § 5, 2018; Ord. 2903 § 4, 2017; Ord. 2865 § 5, 2016; Ord. 2810 § 5, 2015; Ord. 2778 § 2, 2015; Ord. 2772 § 5, 2014; Ord. 2745 § 3, 2014; Ord. 2675 § 3, 2012; Ord. 2641 § 3, 2011; Ord. 2610 § 1 (part), 2011: Ord. 2587 § 2 (part), 2011).

Commented [JC9]: Consistent with references to Council ordinances for parks, fire, and school impact fees.

Commented [JC10]: Correcting inadvertent deletion in Ord. 3187.

Redmond 2050: Updating zone names

Draft date: 03/26/25

Chapter 7.04 ANIMAL CONTROL

Sections:	
7.04.001	Code and law.
7.04.005	King County chapters adopted by reference.
7.04.010	Repealed.
7.04.020	Repealed.
7.04.030	Repealed.
7.04.033	Repealed.
7.04.040	Repealed.
7.04.050	Repealed.
7.04.060	Repealed.
7.04.070	Repealed.
7.04.080	Repealed.
7.04.090	Repealed.
7.04.100	Repealed.
7.04.110	Repealed.
7.04.120	Repealed.
7.04.130	Repealed.
7.04.140	Repealed.
7.04.150	Repealed.
7.04.151	Animal structures and runs.
7.04.152	Household pets.
7.04.154	Beekeeping.
7.04.156	Small domestic animals.
7.04.157	Chickens.
7.04.158	Large domestic animals.
7.04.160	Repealed.
7.04.170	Repealed.
7.04.180	Repealed.
7.04.190	Repealed.

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7.04.200	Repealed.
7.04.210	Repealed.
7.04.220	Repealed.
7.04.225	Repealed.
7.04.230	Repealed.
7.04.235	Repealed.
7.04.240	Repealed.
7.04.250	Repealed.
7.04.260	Repealed.
7.04.270	Repealed.
7.04.280	Repealed.
7.04.290	Repealed.
7.04.300	Repealed.
7.04.310	Repealed.
7.04.320	Repealed.
7.04.330	Repealed.
7.04.335	Repealed.
7.04.340	Repealed.
7.04.350	Repealed.
7.04.360	Repealed.
7.04.370	Repealed.
7.04.400	Repealed.
7.04.410	Repealed.
7.04.500	Repealed.
7.04.510	Repealed.
7.04.520	Repealed.
7.04.530	Repealed.
7.04.540	Repealed.
7.04.550	Repealed.
7.04.600	Repealed.

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Prior legislation: Ords. 1041, 874, 852, 744, 721, 669.

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* Animal fee schedules are on file in the City Clerk's office.

Administrative note: changes are only proposed to sections 154, 156, and 157 as shown below.

7.04.154 Beekeeping.

Beekeeping, pursuant to chapter RCW <u>15.60</u> Apiaries and its definitions, is subject to the following requirements:

A. Maximum number of hives allowed.

Commented [JC1]: Replace old zone names with new zone names.

- 1. In the Neighborhood Residential zone, no [NO] more than four hives per lot shall be allowed on lots 12,000 square feet or greater in size. [IN AREAS ZONES R-1, R-2, OR R-3, AND NO] No more than two hives per lot shall be allowed on lots between 4,000 and 11,999 square feet in size. No hives are allowed on lots smaller than 4,000 square feet. [IN AREAS ZONED R-4, R-5, R-6, OR NONRESIDENTIAL OR MIXED USE ZONES, PER RZC-21.04.030 COMPREHENSIVE ALLOWED USES TABLES; PROVIDED, THAT A BEEKEEPER WHO-PICKS UP A SWARM OF BEES MAY HOLD THEM FOR A PERIOD OF NO MORE THAN TWO-WEEKS, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION.]
- 2. No more than two hives per lot shall be allowed on lots zoned Nonresidential or Mixed Use.
- 3. A beekeeper who picks-up a swarm of bees may hold them for a period of no more than two weeks, notwithstanding the provisions of RMC 7.04.154.A.1 and RMC 7.04.154.A.2.
- B. Colonies shall be maintained in small movable frame hives.
- C. Adequate space shall be maintained in the hives to prevent overcrowding and swarming.
- D. Colonies shall be requeened with a young hybrid queen annually, or as often as necessary to prevent any swarming or aggressive behavior.

Page 4 of 10

Redmond 2050: Updating zone names Draft date: 03/26/25

E. All colonies shall be registered with the Washington State Department of Agriculture in accordance with apiary law, RCW <u>15.60</u> Apiaries.

- F. Hives shall not be located within twenty-five (25) feet of any property line, except under the following conditions:
 - 1. When situated eight (8) feet or more above adjacent ground level; or
 - 2. When there is a solid fence at least six (6) feet high separating the hive from the property line, extending at least twenty (20) feet from the hive along the property line in both directions; or
 - 3. When hives are located indoors such as during inclement weather.
- G. Bees living in trees, buildings or any other space (except in movable frame hives), abandoned colonies or diseased bees shall constitute a public nuisance and shall be abated, in accordance with the Washington State Department of Agriculture Managed Pollinator Protection Plan and protocols as set forth in this chapter.
- H. Written approval by the owner of the underlying parcel shall be provided for the siting and maintenance of the hives in nonresidential and mixed use zones.
- I. One sign, providing notification of beekeeping activities, shall be installed and maintained, in accordance with all of the following:
 - 1. The sign shall be visible and oriented toward people walking on or adjacent to the property upon which the hives shall be maintained; and
 - 2. Sign lettering for the following shall be a minimum of two inches in height:
 - a. Caution; and
 - b. Active Beehive Area; and
 - c. Keep Clear of the Hives; and
 - 3. Additional information shall be provided on the sign to include, at minimum, the owner's name, state issued identification number, and telephone number.

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Redmond 2050: Updating zone names Draft date: 03/26/25

J. Other information may be included on the required sign, such as for educational purposes. (Ord. 3151 § 2, 2024; Ord. 2960 § 2, 2019: Ord. 2640 § 1 (part), 2011: Ord. 1442 § 4, 1988).

7.04.156 Small domestic animals.

- A. *Types.* Small domestic animals (mammals and fowl) include rabbits, ducks, geese, swans and other similar animals unless otherwise specified. Chickens, mink, hogs, large domestic animals and household pets are excluded.
- B. Limitations. In the Neighborhood Residential [SINGLE-FAMILY] and Urban Recreation zones, no more than ten small domestic animals may be kept on a minimum lot size of one-half acre. On publicly-owned park properties, there shall be no limit on the number of small domestic animals kept provided that RMC 7.04.151, Animal structures and runs requirements are met.
- C. *Shelter*. Small domestic animals shall be sheltered in a clean structure which shall be located at least thirty feet away from any property line.
- D. Repealed by Ord. 2640.
- E. On publicly-owned park properties, there shall be no minimum setback for existing structures provided that RMC <u>7.04.151</u>, Animal structures and runs requirements are met.
- F. *Confinement*. Adequate measures shall be taken to provide safety for the animals and to prevent them from straying onto adjacent property.
- G. *Animal Waste*. Adequate measures shall be taken to properly dispose of animal wastes. Accumulation of animal waste shall be prohibited from being stored within the required thirty-foot animal shelter setback. (Ord. 2640 § 1 (part), 2011: Ord. 1442 § 5, 1988).

Commented [JC2]: Update zone name.

Page 6 of 10

Redmond 2050: Updating zone names

Draft date: 03/26/25

7.04.157 Chickens.

A. *Types.* Female chickens, pullets, or hens. Water fowl including ducks, geese, and swans, and other fowl are excluded from this section.

B. Limitations.

- 1. Female chickens, pullets or hens, hereby referred to as chickens, are allowed in <u>the</u>

 Neighborhood Residential zone [SINGLE-FAMILY ZONES], the Urban Recreation zone, <u>RA-5 zone</u>, and on publicly-owned park properties.
- 2. In <u>Neighborhood Residential, RA-5, [SINGLE-FAMILY]</u> and Urban Recreation zones, the following maximum number of chickens may be kept on an individually-owned property:

Commented [JC3]: Update zone name.

Zoning Designation	Allowed maximum number of chickens
UR	10
RA-5	10
NR lots 18,000 sq.	<u>10</u>
ft. or greater	
NR lots 12,000-	<u>8</u>
<u>17,999 sq. ft.</u>	
NR lots 7,000-11,999	7
sq. ft.	
NR lots 5,500-6,999 sq. ft.	<u>6</u>

Commented [JC4]: Replace old zone names with new zone names.

Redmond 2050: Updating zone names

Draft date: 03/26/25

Allowed maximum number of chickens
4
<u>o</u>
[10]
[10]
[8]
[7]
[6]
[4]
[0]
[BASED ON THE SIZE
OF THE LOT AND
CORRESOPNDING
DENSITY:
A. LOTS BELOW
30,000 SQUARE FEET
SHALL BE ALLOWED
A MAXIMUM OF SIX
(6) CHICKENTS.

Redmond 2050: Updating zone names

Draft date: 03/26/25

Zoning Designation	Allowed maximum number of chickens
	B. LOTS GREATER
	THAN 30,000
	SQUARE FEET SHALL
	BE ALLOWED A
	MAXIMUM OF SEVEN
	(7) CHICKENS.]

Page 8 of 10

- 3. On publicly owned park properties, there shall be no limit on the number of chickens kept provided that RMC <u>7.04.151</u>, Animal structures and runs requirements are met.
- C. *Chicken Husbandry Registration*. Approval of a Chicken Husbandry registration is required to house chickens on any property. The property owner(s) shall complete a Chicken Husbandry registration confirming that:
 - 1. The property owner has read and understands RMC <u>7.04</u> Animal Control.
 - 2. The property owner agrees to maintain the subject property and chicken husbandry activity in a manner that complies with RMC <u>7.04</u> Animal Control.
 - 3. Property owners who housed chickens prior to December 6, 2011 are permitted to maintain chicken husbandry activities consistent with the RMC $\frac{7.04}{4}$ Animal Control in effect as of December 6, 2011.
- D. Shelter and Run.
 - 1. Chickens shall be sheltered in a clean structure which shall be located no less than fifteen feet from any property line.
 - a. The shelter shall provide protection from the following:
 - i. Weather by providing a fully enclosed structure including walls, roof, floor, and securable door.
 - ii. Predators by being made of sturdy material such as plywood.

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Redmond 2050: Updating zone names Draft date: 03/26/25

iii. Rodents by limiting small points of uncontrolled access, no larger than one-half inch.

- 2. On publicly owned park properties, there shall be no minimum setback for existing structures provided that RMC <u>7.04.151</u>, Animal structures and runs requirements are met.
- 3. Chicken shelter, run, and other structures such as feed storage shall not be located in the front yard and shall be screened at a minimum of Type II Visual Screen (RZC $\underline{21.32}$ Landscaping) from adjoining streets and access corridors.
- 4. RZC 21.04.1120 21.08.230 Accessory Structures shall apply to chicken shelter, run, and other structures. In addition, the shelter shall be limited to no greater than 200 square feet in gross floor area and shall be no greater than eight feet in height.
- 5. A chicken run is an enclosed outside yard, no greater than six feet in height, for keeping chickens.
 - a. A run shall provide protection from the following:
 - i. Weather by providing a covered portion of run space that allows chickens to escape rain and snow.
 - ii. Predators by being made of sturdy, small gauge animal fencing such as chain link or chicken wire along the entire perimeter of the run. Floor fencing should also be installed. The top of the run shall be covered with additional similar fencing or netting in a manner that helps prevent chickens from straying.
- 6. The setback required for a chicken shelter and run may be reduced to five feet from any property line provided that the property adjacent to the proposed location of the chicken shelter and run is either:
 - a. Occupied primarily by a nonresidential use such as church, school, or park;
 - b. A permanently dedicated easement or tract such as a native protection growth easement or open space tract that is at least 10 feet in width; or

Commented [JC5]: Updating code reference

Page 10 of 10

Redmond 2050: Updating zone names Draft date: 03/26/25

c. A street or permanent trail or access corridor that includes a right-of-way at least 10 feet in width.

- E. *Confinement.* Adequate measures shall be taken to provide safety for the chickens and to prevent them from straying onto adjacent property.
- F. *Animal Waste*. Adequate measures shall be taken to properly dispose of animal wastes. Accumulation of animal waste shall be prohibited from being stored within the required fifteenfoot animal shelter setback.
- G. *Slaughter*. Slaughter is intended only for personal consumption and no more than one chicken may be slaughtered on any property located in a residential zone within a twenty-four-hour period. Adequate measures such as arrangement with a mobile slaughter unit or veterinary service shall be taken to slaughter any more than one chicken within a twenty-four-hour period outside of any City of Redmond Residential zone. (Ord. 2961 § 2, 2019; Ord. 2640 § 1 (part), 2011).



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/22/2025 Meeting of: Committee of the Wi	nole - Parks and Environmental	Sustainability	File No. CM 25- Type: Committee	
TO: Committee of the Whole - Pa FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTA		ability		
Executive	Lisa Maher	425-5	556-2427	
DEPARTMENT STAFF:				
Executive	Jenny Lybeck	Sustainability M	lanager	
TITLE: Environmental Sustainability Act	on Plan 2025 Refresh			
OVERVIEW STATEMENT: The City of Redmond recently engoal of the update process is to pwith Redmond 2050, and conductivity review the proposed ESAP Reson the climate analysis work that	rioritize actional strategies for t inclusive engagement to catal efresh engagement approach, d	the next five years, re lyze community action iscuss community par	calibrate the ESAP in . During the study	in alignment session, staff
-	normation, bescription or rio	Josef Accuence		
REQUESTED ACTION: Receive Information	☑ Provide Direction	☐ Approve		
REQUEST RATIONALE:				
 Declaration, Redmond 20 Required: N/A Council Request: N/A Other Key Facts: The 2020 ESAP of new strategies a 	bility Action Plan (ESAP), Cl 050 Climate Resiliency and Sust ommits Redmond to refresh th nd reprioritize efforts based on	ainability Element ne plan every five yea key performance indi	ers. This allows the cator progress.	City to evaluate

Date: 4/22/2025 File No. CM 25-247 Meeting of: Committee of the Whole - Parks and Environmental Sustainability **Type:** Committee Memo

- Key objectives for the Plan update include:
 - Align with Redmond 2050 and the Climate Resilience and Sustainability Element.
 - Co-create a prioritized, actionable 5-year workplan in partnership with community.
 - Establish a long-term plan to meet 2040 and 2050 sustainability goals.
 - Strengthen partnerships with stakeholders across the community to accelerate progress.
 - Improve transparency and community understanding of the ESAP in implementation.

OUTCOMES:

Staff anticipates the update process will conclude in Q4 2025, and include an updated plan document, a dashboard or visualization of the plan, and tools to effectively community the plan. Community engagement and activation throughout the plan update process will support ongoing implementation efforts.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

•	Timeline (previous or planned):
	N/A

Outreach Methods and Results:

Digital, office hours, Environmental Sustainability Advisory Committee meetings

Feedback Summary:

N/A

BUDGET IMPACT:			
Total Cost: 2025/2026 budget: \$175,000			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: 2025/2026 Environmental Sustainability			
Budget Priority : Healthy and Sustainable			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	□ No	⊠ N/A
Funding source(s): Grant funds General Fund			
Budget/Funding Constraints: N/A			
☐ Additional budget details attached			

Date: 4/22/2025 File No. CM 25-247 Type: Committee Memo Meeting of: Committee of the Whole - Parks and Environmental Sustainability

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1''	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
3/4/2025	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/13/2025	Study Session	Provide Direction
7/22/2025	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
9/23/2025	Study Session	Provide Direction
10/14/2025	Study Session	Provide Direction

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/22/2025 Meeting of: Committee of the Whol	e - Parks and Environmental S		File No. CM 25-244 Type: Committee Memo
TO: Committee of the Whole - Park FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT		pility	
Executive	Lisa Maher	425-556	-2427
DEPARTMENT STAFF:			
Executive	Jenny Lybeck	Sustainability Mana	ager
TITLE: Energy Smart Eastside - Residential	Electrification Program Updat	e	
Redmond and the Eastside cities of Smart Eastside program in 2022 to a tracks, with a focus on low and mod related greenhouse emissions 91% a key strategy for meeting city climated Attachment A) and review priorities Additional Background Info	accelerate existing building electoriate income homes earning relative to a gas furnace and sate goals. Staff will provide and for 2025 and beyond.	ectrification work. The posterification work. The posterior sommunity clime overview of the 2024 p	program includes multiple I. Heat pumps reduce heating- nate resilience, making adoption
REQUESTED ACTION:			
☑ Receive Information	☐ Provide Direction	☐ Approve	
REQUEST RATIONALE:			
 Climate Emergency Declara Required: N/A Council Request: N/A Other Key Facts: Energy Smart Eastside (ESE 	tion, Housing Action Plan		mate Vulnerability Assessment,
education. • ESE Boost program	https://www.energysmarte	astside.org/boost> pro	vides 100% cost coverage heat

Date: 4/22/2025 File No. CM 25-244 Meeting of: Committee of the Whole - Parks and Environmental Sustainability **Type:** Committee Memo

> pump installations for low-income single-family residents earning between <50%-80% AMI. The Boost pilot program launched in April 2023 and has served more than 33 Redmond community members, and 169 total community members on the Eastside.

- Fuel Switching Incentive: ESE launched a new marketing campaign called Make the Switch https://www.energysmarteastside.org/maketheswitch to drive program participation. The ESE Fuel Switching program provides an additional market-rate incentive for middle-income residents (80%-150% AMI) who switch from gas, oil, or wood as a primary heat source. Community members can receive up to \$8,400 off the purchase of a new heat pump when ESE incentives are stacked with federal tax credits and utility incentives.
- Distributor Incentive: All community members are eligible for a \$1000 rebate on approved products and free educational resources.

The Eastside cities of Redmond, Bellevue, Kirkland, Issaquah, and Mercer Island formalized their collaboration in January 2023 with the Eastside Climate Partnership Interlocal Agreement. The agreement allows the partners to share resources for the Energy Smart Eastside Heat Pump program, including staff capacity and future programs supporting joint climate and clean energy goals.

OUTCOMES:

The Energy Smart Eastside implements the 2020 Environmental Sustainability Action Plan Strategy B3 - Shift to renewable sources and building decarbonization.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Timeline (previous or planned):

Ongoing

Outreach Methods and Results:

Direct outreach in partnership with Hopelink, tabling, social media, Focus, enewsletter, workshops, webinars, contractor outreach, etc.

Feedback Summary:

N/A

BUDGET IMPACT:			
Total Cost: \$1,300,000 - CIP			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: CIP - Energy Smart Eastside			
Budget Priority : Healthy and Sustainable			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	□ No	⊠ N/A

Date: 4/22/2025 Meeting of: Co	5 mmittee of the Whole - Parks and Environmental Sustainab	File No. CM 25- ility Type: Committee	
Funding source	(s):		
Grant funds			
CIP			
Budget/Funding	g Constraints:		
N/A			
☐ Addition	al budget details attached		
COUNCIL REVIE	<u>w</u> :		
Previous Conta	ct(s)		
Date	Meeting	Requested Action	
3/26/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information	

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

This is an information only item.

ATTACHMENTS:

Attachment A - Energy Smart Eastside Annual Report

ENERGY SMART EASTSIDE



2024 Annual Report

Contents

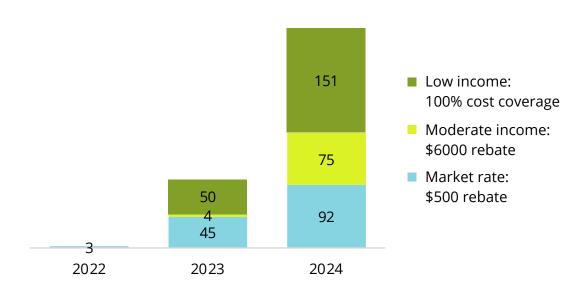
Executive Summary	. 3
Eastside Heat Pump Adoption Targets & 2024 Outcomes	. 4
2024 Results by Program Track	. 5
2025 Heat Pump Adoption Targets & Strategic Focus Areas	12
2025 Program Expansion Strategy	13
Financials	13
2025 Staff, Advisory Committee & Program Partners	15

Cover photos: Clockwise from top left. Proud owner of a new heat pump, heat pump installation, tour with Rep. DelBene of a heat pump installed at Options for Supported Housing in Kirkland, tabling at Kirkland City Hall for All

Executive Summary

Energy Smart Eastside (ESE) is a community climate initiative founded in 2022 by the cities of Bellevue, Issaquah, Kirkland, Redmond, Mercer Island and Sammamish. ESE drives equitable home electrification with an emphasis on heat pumps. Heat pumps reduce heating-related greenhouse emissions 91% relative to a gas furnace and support community climate resilience, making adoption a key strategy for meeting city climate goals. This annual report is intended to brief community stakeholders on progress in 2024 and provide an overview of 2025 goals.

Following a pilot in 2022-2023 to launch the program and build the foundation, 2024 was a pivotal scale-up year for Energy Smart Eastside resulting in 200% growth in heat pump incentive utilization and securing \$5.5 million in additional grant funding for low-and-moderate income heat pump incentives. The program was also significantly restructured with capacity to support a doubling in incentive utilization in 2025.



Graph 1: Energy Smart Eastside Incentive Utilization

Thank you for hosting the Redmond workshop. I now feel confident in moving forward with my heat pump project.

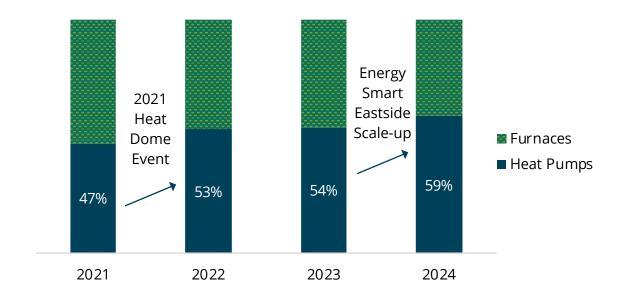
-Sharlene, heat pump workshop attendee

Eastside Heat Pump Adoption Targets & 2024 Outcomes

The ESE heat pump campaign aims to support a local market transformation of residential HVAC installations with the outcome that 99% of permitted heating projects are heat pumps by 2032. With an average furnace lifespan of 15-30 years, this target puts the Eastside cities on track to have phased out most residential gas furnaces by 2050; a necessary milestone to reach 2050 greenhouse gas emissions reduction targets.

The Eastside cities were successful in reaching 2024 adoption targets, driven by the scaleup of Energy Smart Eastside as well as the change in new construction energy codes that were adopted in March 2024.

Graph 2: percent of permitted residential HVAC retrofits that are heat pumps, 2021-2024



13% of Eastside heat pumps installed in 2024 used an ESE incentive.

Thank you for arranging installation of a heat pump in my home. With this change, my home has a perfect temperature and keeps us cool in the summer...l am always ready for anything that helps to improve our environment for the future.

-Shahla, Boost program participant



Tabling at Kirkland City Hall for All in 2024

2024 Results by Program Track

ESE has four primary program tracks to reach households across the Eastside and make heat pumps an affordable alternative to gas furnaces.

- Track 1: Community wide education & outreach
- **Track 2:** Boost low-income & affordable housing heat pump program
- Track 3: Moderate income heat pump rebate
- **Track 4:** Market rate heat pump rebate

2024 results for each track are noted below.

EDUCATION & OUTREACH

Incentivizing heat pumps is a widely understood climate mitigation strategy, but consumer familiarity with the technology and available incentives is lower than is required to meet adoption goals. The Energy Smart Eastside education and outreach strategy spans the heat pump buyer journey from generating awareness to providing 1:1 support to homeowners planning a purchase.

Tactics implemented in 2024 included transitioning education and outreach activities from SparkNW to staff, running a heat pump rebate campaign in partnership with Puget Sound Energy (PSE), contracting with a marketing firm to create a compelling visual identity and run awareness campaigns and increasing grass-roots visibility in the community by tabling at 15 community events, hosting 9 workshops/webinars and staffing 120 1:1 energy advisor appointments.







IS YOUR HOME'S TEMPERATURE TEMPERAMENTAL?

Keep cool & save money with rebates on an electric heat pump.



您家里的温度是 否变化无常?

给家里安装电热泵并节省资金。



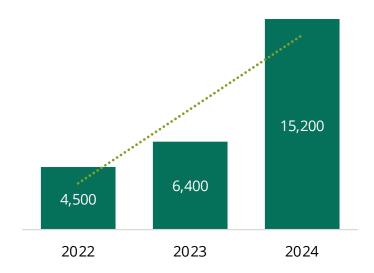


Energy Smart Eastside was everywhere in 2024, using humor, partners, social media, workshops and 1:1 conversations to build community awareness.

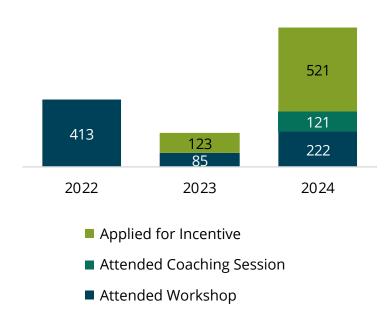
2024 key results include:

- **Awareness:** 3 million transit ad impressions and 1.5 million social media impressions
- **Engagement:** 15,000+ visits to Energy Smart Eastside
- Action: 611 residents attending a workshop, coaching appointment or applied for a rebate

Graph 3: Visits to the ESE website 2022-2024 originating in Washington State



Graph 4: residents who took one or more actions to engage with the program 2022-2024



BOOST LOW-INCOME & AFFORDABLE HOUSING HEAT PUMP PROGRAM

Heat pumps are 2-3x the cost of a natural gas furnace, putting an upgrade from a natural gas furnace to a heat pump out of reach for most low-income households. Through the Boost program, Energy Smart Eastside covers 100% of the cost of a heat pump upgrade for homes with a household income under 80% of area median income (AMI), and that are switching from a fossil-fuel based heat source.

In 2024, ESE put the structure in place to significantly scale up service delivery, reduce average install costs and accelerate the pace of delivery. Program partner Hopelink helped ESE enroll a diverse group of homeowners into the program with special emphasis on those that are energy burdened and/or live in areas with lower air quality.

Table 1: ESE scaled delivery in 2024 and has capacity to install up to 200 projects in 2025 with sufficient funding.

Boost Program Installs

City	2023	2024
Bellevue	N/A	42
Issaquah	4	11
Kirkland	4	18
Mercer Island	1	5
Redmond	6	17
Sammamish	N/A	5
Total	15	98

It is one month since we got the new heat pump...you have improved our quality of life for which we are so grateful. I am not finding any other suitable words than to say thank you from the bottom of our hearts.

-Gyatso and Samten, Boost program participant



Tour of heat pump installations at Acres of Diamonds in Issaquah, 2024

ESE also worked with affordable housing providers across the Eastside to upgrade rental units and adult family homes with heat pumps, leveraging partnerships with King County Housing Authority and Puget Sound Energy to fund and coordinate delivery for many of the units. A highlight was the opportunity to share the impact of our work during on-site heat pump tours with Gov. Jay Inslee and US Rep. Suzan DelBene.

Table 2: Heat pumps installed in affordable housing units, 2023-2024.

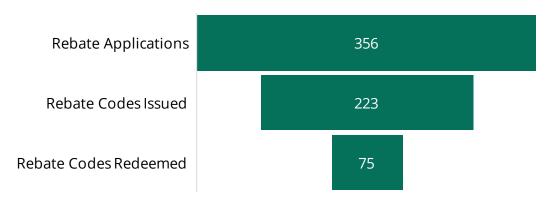
Affordable Housing Installs

City	2023-2024
Bellevue	26
Issaquah	18
Kirkland	27
Redmond	18
Total	89

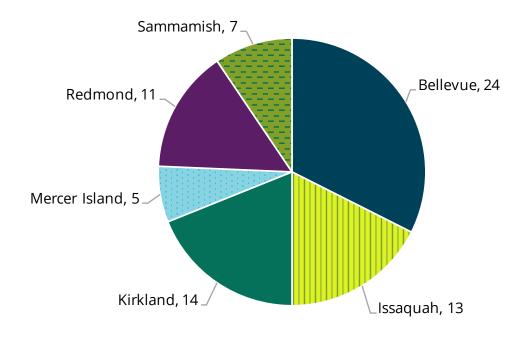
MODERATE INCOME HEAT PUMP REBATE

To support moderate income households switching from gas or other fossil fuel heat sources, ESE offers a \$6000 "fuel switch" rebate to owner-occupied households earning under 150% AMI. Rebates are administered by program partner Gensco and available on Mitsubishi equipment installed by a Mitsubishi Diamond Dealer. The program had strong interest from the community in rebates. Of those who were income qualified, 30% successfully went on to install a heat pump.

Graph 5: Conversion funnel of residents who apply for a rebate, to residents who are qualified for the rebate, to residents who successfully installed a heat pump using the rebate.

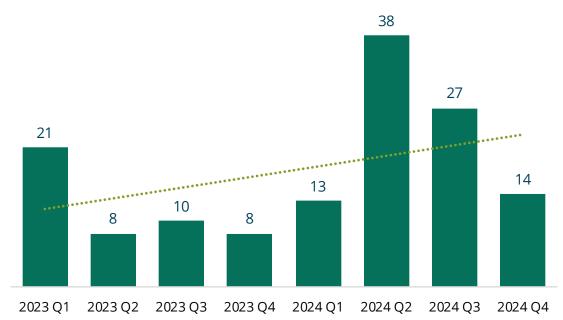


Graph 6: distribution of installed heat pumps using the fuel switch rebate



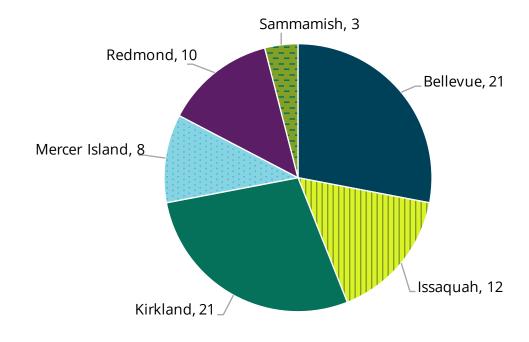
MARKET RATE HEAT PUMP REBATE

Through a partnership with Gensco, all residents of the six Eastside cities are eligible for \$500 off a Mitsubishi heat pump purchased through a Mitsubishi Diamond Dealer. This rebate is not income qualified and is funded through a cost share between the HVAC contractor and the distributor.



Graph 7: heat pumps installed using a market rate rebate, 2023-2024.





2025 Heat Pump Adoption Targets & Strategic Focus Areas

The target in 2025 is that 65% of all residential HVAC sales are heat pumps. To support this target, ESE is focused on the following strategic areas.

1. Drive awareness of benefits of heat pumps through marketing and use of community-based "trusted messengers"

Research shows that people are most responsive to behavior change messages and purchasing messages that are received from their peers. Heat pumps still suffer from public misconceptions about ability to operate well in cold weather and noise. To help with this, Energy Smart Eastside is standing up a multi-lingual volunteer program to train peer energy advisors. Volunteers will staff tabling events, assist at workshops and take 1:1 appointments with Eastside residents seeking to learn more about heat pumps.

2. Increase awareness and access to rebates by broadening the heat pump products and contractors participating in the program.

Energy Smart Eastside was able to quickly launch its rebate program in 2022 by partnering with Gensco who administered the rebate program on our behalf on high quality Mitsubishi heat pumps. Building on that success, ESE is adding another heat pump distributor in 2025 who will admister rebates on high quality Bryant and Carrier heat pumps. The expanded program offers more options to residents and increases rebate participation to some of the largest HVAC companies doing business on the Eastside.

3. Collaborate with the utility and state incentive providers to make the discovery and utilization process as simple as possible for homeowners

We actively collaborate with the Washington State Department of Commerce on their rebate and incentive programs, other municipal energy efficiency programs across the state, King County, and Puget Sound Energy with a goal of simplifying access to rebates and making it as easy and affordable as possible for Eastside residents to upgrade their homes.

We are very happy with our Energy Smart Eastside heat pump. It has been keeping the house warm and comfortable during the winter cold snaps...Glad we switched.

-Keith, Fuel switch rebate program participant



2025 Program Expansion Strategy

Adopting heat pumps is a vital upgrade for Eastside homes to reduce carbon emissions and increase comfort and resilience. But other energy efficiency measures like weatherization and adoption of additional efficient electric appliances is required for Eastside homes to complete the energy transition. Energy Smart Eastside is engaging in a grant funded pilot in Issaquah to offer rebates on a range of efficient electric appliances this spring. Learnings from the pilot, as well as findings from a consulting engagement researching effective efficiency incentives, will inform future Energy Smart Eastside programming.

To find out more about the Issaquah electrification pilot, visit: issaquahwa.gov/3548/Home-Equipment-and-Appliance-Rebate-Prog

Results from the consulting engagement including program recommendations will be published in Q3 2025 at energysmarteastside.org.

Financials

2023-2024 FINANCIALS

In the last biennium, Energy Smart Eastside was successful in bringing in \$2.81 of grant funding for every city dollar spent.

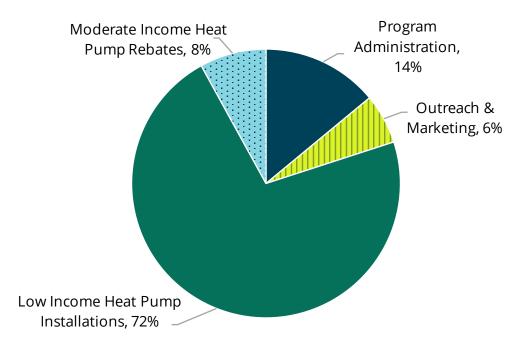
Budget Source	2023-24 Revenues	2023-24 Expenses	2025 Carry Over	
Bellevue	\$730,200	\$730,200		
Issaquah	\$391,00	\$306,500		
Kirkland	\$364,000	\$360,600		
Mercer Island	\$32,000	\$32,000		
Redmond	\$453,600	\$436,600		
Sammamish	\$159,800	\$121,800		
Dept. of Commerce HEAR Grant	\$3,151,100	\$119,500	\$3,031,600	
Washington State Univeristy CEEP	\$590,000	\$516,000	\$74,000	
Grant				
Puget Sound Energy Grant	\$850,000	\$561,600	\$288,400	
Dept. of Commerce Building	\$1,000,000		\$1,000,000	
Electrification Grant				
Total	\$7,722,300	\$3,184,800	\$4,394,000	

2025-2026 REVENUES

ESE continuously monitors for grant opportunities and anticipates applying for additional grants within the 2025-26 budget cycle.

Budget Source	2025-26 Budget	Notes
Bellevue	\$873,900	
Issaquah	\$304,000	
Kirkland	\$292,000	
Mercer Island	\$113,000	
Redmond	\$1,300,000	
Sammamish	\$333,640	
Dept. of Commerce HEAR Grant	\$3,031,600	Funding available through June 30, 2025
Dept. of Commerce HEAR Adult Family Home Grant	\$1,500,000	Funding available through June 30, 2025
Washington State Univeristy CEEP Grant	\$74,000	Funding available through February 15, 2025
Puget Sound Energy Grant	\$288,400	Funding available through March 30, 2025
Dept. of Commerce Building Electrification Grant	\$1,000,000	Funding available through June 30, 2025
Total Budget for Biennium	\$9,110,540	

Graph 9: 2024 Expenses by Category



2025 Staff, Advisory Committee & Program Partners

Energy Smart Eastside has a full-time program manager at the City of Bellevue, funding to add two part time staff in 2025, and an AmericaCorps CivicSpark Fellow that supports the program manager.

The advisory committee consists of the sustainability program leads at each city. The success of Energy Smart Eastside is built on a foundation of partnership which supports living wage jobs and economic growth as we pursue equitable electrification in our community. Program partners include:

Rebate Administration

■ **Gensco & Airefco Powered by Ferguson** are HVAC distributors who administer the Energy Smart Eastside rebates, provide training to HVAC contractors on the program, and provide community discounts on heat pumps at no cost to the program.

Low-Income Heat Pump Program Administration & Case Management

Hopelink provides income verification, case management and program administration for the Energy Smart Eastside Boost program. Hopelink operates energy assistance programs on behalf of Puget Sound Energy, and is a trusted provider who can connect energy burdened households on the Eastside with the benefits of the program.

Weatherization & Affordable Multifamily

- **King County Housing Authority Weatherization Program** accepts qualified low-income referrals from Energy Smart Eastside for assistance in weatherizing their homes.
- **KCHA** partnered with Energy Smart Eastside and Imagine Housing in 2023 and 2024 to install heat pumps in 84 affordable housing units across Bellevue, Issaquah, Kirkland and Redmond.

Marketing & Outreach

- Puget Sound Energy collaborated with Energy Smart Eastside on co-marketing of rebates in 2024.
- **GA Creative** creates and manages the Energy Smart Eastside marketing campaigns

Heat Pump Installations

- Resicon, Evergreen Home Heating and All Climate provide heat pump installation services for the Energy Smart Eastside Low Income Program
- In-network installers who can offer program rebates can be found at: energysmarteastside.org/installers

















City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/22/2025	File No. CM 25-250
Meeting of: Committee of the Whole - Parks and Environmental Sustainability	Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher, Deputy Director	425-556-2427
Finance	Kelley Cochran, Director	425-556-2748
Public Works	Aaron Bert, Director	425-556-2786

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Manager
Finance	Ryan Edwardson	Senior Financial Analyst
Public Works		Public Works Maintenance Manager

TITLE:

Environmental Sustainability Action Plan Update - April 2025

OVERVIEW STATEMENT:

This report includes an informational update on implementation activities completed over the past quarter in support of the 2020 Environmental Sustainability Action Plan (ESAP) and Climate Emergency Declaration (Attachment A). Staff will highlight the City's Direct Pay application and the EV streetsweeper evaluation.

☑ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

\boxtimes	Receive Information	☐ Provide Direction	☐ Approve

REQUEST RATIONALE:

Relevant Plans/Policies:

Environmental Sustainability Action Plan, Climate Emergency Declaration, City of Redmond Operations Zero Carbon Strategy, Community Strategic Plan, Tree Canopy Strategic Plan

Required:

N/A

Council Request:

Council requested monthly updates at the Parks and Environmental Sustainability Committee of the Whole meetings.

Date: 4/22/2025 Meeting of: Committee of the Whole - Parks	and Environme	ental Sustainability	File No. CM 25-250 Type: Committee Memo
strategy to reduce greenhouse gas	emissions (GH	IG) and preserve	mber 2020 and serves as the community's natural resources. Council also adopted a Pand identifies key sustainability objectives
<u>OUTCOMES</u> : See Attachment A for a summary of impleme	ntation highlig	hts.	
COMMUNITY/STAKEHOLDER OUTREACH AN	D INVOLVEME	<u>:NT</u> :	
 Timeline (previous or planned): N/A Outreach Methods and Results: N/A Feedback Summary: N/A 			
BUDGET IMPACT:			
Total Cost: N/A			
Approved in current biennial budget:	☐ Yes	□ No	⊠ N/A
Budget Offer Number: The memo includes updates across multiple of	departments a	nd divisions.	
Budget Priority : Healthy and Sustainable			
Other budget impacts or additional costs: If yes, explain: N/A	☐ Yes	□ No	⊠ N/A
Funding source(s): The memo includes updates across multiple of	departments a	nd divisions.	
Budget/Funding Constraints: N/A			
☐ Additional budget details attached			

Date: 4/22/2025 File No. CM 25-250 Meeting of: Committee of the Whole - Parks and Environmental Sustainability Type: Committee Memo

Previous Contact(s)

Date	Meeting	Requested Action
1/24/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
3/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
5/23/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
6/27/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
9/26/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
10/24/2023	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
1/23/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
3/26/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
5/28/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
7/23/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
10/22/2024	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/24/2025	Committee of the Whole - Parks and Environmental	Receive Information
	Sustainability	

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Environmental Sustainability Action Plan Implementation Update

Background

This document provides a high-level update of monthly implementation activities for the <u>Environmental Sustainability Action Plan (ESAP)</u>. The ESAP is the City's strategic roadmap to reduce greenhouse gas (GHG) emissions and enhance Redmond's natural resources for future generations.

Key priorities for the 2020 ESAP include:

- **High Impact Initiatives**: Implement high impact programs and policies that advance progress towards ESAP goals.
- Lead by Example: Continue to drive rapid progress towards the Climate Emergency Declaration goals.
- Sustainability Programming: Run a transparent and inclusive sustainability program.

Updates

The following are key updates from February through April.

High Impact Initiatives

- Arbor Day Events: The City will celebrate Arbor Day on Friday, April 25, 2025, at Anderson
 Park with special guests and activities. The Arbor Day Event will feature a proclamation by City
 Council and tree-planting tutorial. There will also be poetry-reading from Redmond's 2025
 Poet Laureate, Ching-In Chen, and provide a tour of the brand-new Anderson Park Community
 Gardens.
- <u>Solarize Campaign</u>: Redmond and the Eastside Climate Partnership, in collaboration with Olympia Community Solar, launched the <u>Solarize Eastside</u> campaign in March. The first public workshop was hosted on April 3 with 11 people were in attendance. More than 20 Redmond community members have signed up for a solar assessment. The goal of Solarize Eastside is to help Eastside community members install solar panels on their homes and businesses by providing education, vetted installers, a group purchasing discount, and technical support. Free public workshops are available throughout the four-month program and can be found at <u>SolarizeEastside.org</u>.
- <u>Earth Month</u>: The City is hosting multiple classes and events throughout the month of April in celebration of Earth Month. <u>Explore ways</u> to get involved.
- Redmond Solar Plus Energy Storage Feasibility Study: The City completed a grant funded solar plus energy storage analysis of four city facilities. The <u>report highlighted</u> opportunities for new construction and the Redmond Senior and Community Center as more viable opportunities.

Lead by Example:

• <u>Direct Pay</u>: Finance staff are currently preparing documents to file a Direct Pay application to the IRS in support 2024 electric vehicle purchases and the Redmond Senior and Community Center photovoltaic system. Direct Pay allows tax-exempt entities like the City to receive direct federal payments for clean energy tax credits. This supports local sustainability efforts by funding projects such as solar, wind, energy storage, and EV infrastructure. The City is

- leveraging technical assistance offered through the Washington Clean Energy Tax Credit Assistance Program.
- <u>EV Street Sweeper</u>: The Public Works Streets team is evaluating electric street sweepers as the City works to electrify its fleet. Two different models have undergone a month-long evaluation to inform future purchasing decisions. Staff will provide a verbal update of the evaluation.

Sustainability Programming

- <u>ESAC Meet & Green Drop In Hours</u>: The City hosted drop in hours at the SoulFood Coffee on March 20. The April drop in gathering is scheduled for April 15 from 3:30-5:00 p.m. at the Redmond Library. The gatherings are part of an <u>ongoing outreach series</u> to engage community members.
- <u>April Sustainability eNewsletter</u>: The April Sustainability enewsletter was published on April 1 and can be accessed <u>here</u>.



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/22/2025 Meeting of: Committee of the Whol	e - Parks and Environmental S	Sustainability	File No. CM 25-240 Type: Committee Memo	
TO: Committee of the Whole - Park FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT		bility		
Public Works	Aaron Bert	425	-556-2786	
DEPARTMENT STAFF:	·	•		
Public Works	Vangie Garcia	Deputy Public	Work Director	
Public Works	Steve Gibbs	Capital Division	n Manager	
Public Works	Eric Dawson	Capital Division	n Supervisor	
	•			
TITLE: Job Order Contracting (JOC) Introdu	uction - an Alternative Delivery	/ Method for Small	er Public Works Projects	
Job Order Contracting (JOC) is an alternative public works contractin state Project Review Committee. P plans to use it.	g methods, agencies seeking ublic Works would like to pro	to use JOC do not vide an overview o	need to obtain the approval of t f what JOC is and how Public Wo	the rks
Job Order Contracting is a construction tasks to traditional bidding processes. Ty work, and small construction projections.	s, allowing for quick project in pical projects that use this m	itiation and reduced	d administrative overhead compar	red
The proposed JOC terms are for a to a not to exceed total amount of \$3 Individual task orders will not exceed executing the task order.	million. The contract terms a	lso provide a guara	nteed minimum of \$25,000 in wo	rk.
☑ Additional Background Info	rmation/Description of Prop	osal Attached		
REQUESTED ACTION:				
☑ Receive Information	☐ Provide Direction	☐ Approv	2	
REQUEST RATIONALE:				

Date: 4/22/2025 Meeting of: Committee of the Whole - Parks a	and Environme	ental Sustainabilit	File No. CM 25-240 Type: Committee Memo
 Relevant Plans/Policies: N/A Required: N/A Council Request: N/A Other Key Facts: Public Works will present the JOC conditions. 	itract at the M	ay 6, 2025 Plann	ing and Public Works Committee.
DUTCOMES: The use of the Job Order Contracting (JOC) pand administrative overhead for construction	-		
COMMUNITY/STAKEHOLDER OUTREACH AN	D INVOLVEME	<u>INT</u> :	
 Timeline (previous or planned): Public Works has coordinated with the JOC. Outreach Methods and Results: N/A Feedback Summary: N/A 	ne Facilities Di	vision, who is ex	pected to be the primary partner for use of
BUDGET IMPACT:			
Fotal Cost: N/A			
Approved in current biennial budget:	☐ Yes	□ No	⊠ N/A
Budget Offer Number: N/A			
Budget Priority: N/A			
Other budget impacts or additional costs: If yes, explain: N/A	□ Yes	□ No	⊠ N/A
Funding source(s): N/A			
Budget/Funding Constraints: None			

Date: 4/22/2025	File No. CM 25-240
Meeting of: Committee of the Whole - Parks and Environmental Sustainability	Type: Committee Memo

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
Click and select a	Item has not been presented to Council	N/A
date, or click and		
press delete if		
none.		

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/6/2025	Committee of the Whole - Planning and Public Works	Provide Direction
5/20/2025	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Job Order Contracting (JOC) Outline Brief



Connected Community Enhanced Livability Environmental Sustainability

Job Order Contracting Introduction, April 1, 2025

What is Job Order Contracting?: Job Order Contracting (JOC) is one of three alternative public works project delivery models authorized for use by public agencies in the State of Washington under chapter 39.10 RCW. JOC is a very different process from the traditional Design-Bid-Build method of performing public works projects.

Job Order Contracting is a method of obtaining construction services for smaller projects through the use of an indefinite quantity delivery order contract over a fixed period of time. Prices for each work order are based on an established price book. Agencies enter into one contract that can be used for multiple, small, time-sensitive projects requiring little or no design (RCW 39.10.420-.460). The City's proposed JOC contract requires the use of the RS Means price book, which is widely recognized in the industry as a reliable source of construction cost documentation.

Process governed by RCW 39.10.420: As of July 2019, all public bodies of the State of Washington are authorized to award job order contracts and use JOC.

Selection of the Job Order Contractor: In the JOC process, a Job Order Contractor is selected through an advertised multi-phased process, which includes:

- Phase I Selection: Evaluation is based upon a proposal of qualifications and other factors (exclusive of price).
- Phase II Selection: Evaluation of best-qualified firm based on Phase I Selection, interview, and unit price multiplier. The unit price multiplier is a fixed coefficient to be multiplied by unit prices in RS Means.

The successful Job Order Contractor agrees to provide a variety of services including, but not limited to: cost estimating, assessment of construction options, and scheduling while performing small construction and repair projects throughout the state. The Owner will enter into a contract with the Contractor for a predetermined minimum level of work. The JOC contract amount is defined as the total of all Contractors' Work Order Estimates (RS-Means unit price and non-priced items included in the project scope), each multiplied by the RS Means City Cost Index, multiplied by the Job Order Contractor's Bid Coefficient. Each Work Order cost must be within the Owner's budget. The Owner will establish that funds are available prior to submitting a construction estimate.

City Hall

PO Box 97010 15670 NE 85th Street Redmond, WA 98073-9710 Advantages of Using JOC: One of the primary advantages of using JOC is speed. It enables the public agency to complete smaller projects more quickly than is possible through the traditional Design-Bid-Build approach. Complete plans and specifications are not always required. The plans and specifications must be sufficient for any permitting, for ensuring that the contractor understands the project clearly enough so they can price it based on the price book, and for providing the owner with a tool to ensure that the project meets the owner's expectations. Unlike the other alternative public works contracting methods, agencies seeking to use JOC do not need to obtain the approval of the state Project Review Committee.

Redmond's Plan for JOC Utilization: Under state law, the maximum total dollar amount that may be awarded under a job order contract is \$4 million per year for a maximum of three years. Initial contract terms are not to exceed 2 years, with the option of extending or renewing for one additional year. However, as a new contracting technique for the City, the proposed contract will be for a maximum of \$2 million with an option to extend for an additional year. State law allows task orders up to \$500,000, but the City's practice will be to seek Council approval prior to executing task orders in excess of \$300,000.

Typical projects that use this method are facility renovations, repair and maintenance work, and small construction projects across multiple locations. Each work order issued shall be treated as a separate contract for the purposes of chapter 39.08 RCW (contractor's bonds), chapter 39.12 RCW (prevailing wages), chapter 39.76 RCW (interest on unpaid public contracts), and chapter 60.28 RCW (liens for public works).

At least 90 percent of work contained in a job order contract must be subcontracted to entities other than the job order contractor.

• The City of Redmond has established Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) aspirational goals (MBE= 10%, WBE = 5%) for the work performed through this JOC.



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10859-25

Bid/Project Title: Recreation Program Plan

Closing Date: 03/04/2025 at 2:00pm PST

Submitted By:

Name of Company Submitting Response:

PROS Consulting, Inc.

Printed Name of Person Submitting Response:

Will Younger

Email:

william.younger@prosconsulting.com

Signature of Person Submitting Response:



Date:

3/6/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



RFP # 10859-25 Request for Proposals:

City of Redmond Recreation Program Plan

March 6, 2025



Prepared By:







Inspiring Communities to Action March 6, 2025

Cover Letter

Heidi Johnson, Sr. Purchasing Agent City of Redmond 15670 NE 85th Street Redmond, WA 97010

RE: RFP #10859-25 Request for Proposals – Recreation Program Plan

Dear Heidi and Selection Committee:

PROS Consulting considers it our privilege to present our qualifications for the opportunity to work with the City of Redmond on the preparation of a *Recreation Program Plan* ("Program Plan") to define strategies, services, and direction for public recreation programming to meet the needs of the community. PROS Consulting, established in 1995, is a recognized, full-service planning firm that focuses on services to government and not-for-profit agencies. PROS considers our approach to be sound and proven across the country in helping public agencies create sustainable systems that are driven through sound data and distinct analysis.

Our national experience, combined with our extensive work locally in the State of Washington and King County, specifically ensures that we can offer the best of both worlds in being worthy partners to help the City of Redmond achieve its vision and goals for the *Program Plan*. Our approach will develop a clearly defined programming planning process that defines strategies, services, and direction for public recreation programming that is financially sustainable and meets the needs of the residents of Redmond.

We believe our experience working with high-performing NRPA Gold Medal and CAPRA Accredited agencies on similar plans nationally and our customized methodology is best suited to help you:

- Create a plan that is grounded in inclusive and accessible community engagement to ensure the broad interests of the diverse community and stakeholders in Redmond are heard and can help guide growth and development of recreation programming.
- Outline a strategy for recreation to the entire community regardless of socioeconomic, cultural, racial, or geographic differences, and provides fair community benefit to all.
- Utilize a wide variety of data sources and best analytical practices to predict trends and patterns of use, community impact, and how to address unmet needs in Redmond.
- Shape the financial sustainability and organizational excellence to achieve the strategic objectives, identify revenue opportunities, and dynamic partnerships.
- **Develop a dynamic and realistic action plan** that creates a road map to ensure long-term success and financial sustainability for Redmond's recreation programming and the Redmond Community Center.

We are pleased to have assembled an esteemed and award-winning team for this project, which includes our longtime partner ETC Institute, a nationally renowned survey and market research firm to assist in the statistically valid community needs assessment survey development.

If you have any questions or need additional information, please do not hesitate to contact me at 317.679.5615 or email at leon.younger@prosconsulting.com or our project manager, Brian Trusty at brian.trusty@prosconsulting.com and 219.998.8779. We are enthusiastic about the opportunity to submit on this exciting and meaningful planning project for the City of Redmond.

Sincerely,

PROS Consulting, Inc.

Suite 300 Brownsburg, Indiana 46112

877.242.7760877.242.7761

35 Whittington Dr.

prosconsulting.com

Leon Younger, President

Teon Younger

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Section 1 — History and Experience of Firm

Who is PROS Consulting?

PROS Consulting is a small firm with a big presence in the field of management consulting for public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. PROS is among only a small handful of firms that have tremendous experience in the field as practitioners and have become nationally recognized for helping to shape and further transform the industry of parks and recreation. The full name and location of the office that will be working on this project are:

Full Legal Company Name: PROS Consulting, Inc. Years in Business: 30 (formed in 1995)

Type of Company: S-Corporation, Leon Younger, President

Contact Information: 35 Whittington Dr., Suite 300; Brownsburg, IN 46112

P: 877.242.7760; F: 877.242.7761

Contacts: Leon Younger, President; 317.679.5615; leon.younger@prosconsulting.com

PROS Quick Facts

- Since the firm was established in 1995 to uniquely serve the park, recreation and tourism services industry, PROS has completed more than 1,000 projects in over 47 states and numerous projects internationally in seven countries.
- The PROS Team has worked in highly diverse environments from the inner cities of Los Angeles, Miami, Atlanta, and Dallas to remote areas in Appalachia, Montana, and the American West. Our experience includes working with the best-of-the-best, the worstof-the-worst, and a lot in between.
- Our planning team has a great depth of operational experience with over 100 combined years as former parks and recreation managers. This perspective of being trained "in the industry" and not just "on the industry" allows us to relate to communities and their residents,
 - recreationalists of all types, and to understand the unique relevance of needs that can be most appropriately served by our clients. In other words, great recreational and park planning is not just collecting surveys and reporting results - it is about achieving a sustainable balance of services, meeting community needs, and resource protection with community fulfillment.
- Our approach to planning projects is that we become the **extension** of the client's team and carry the same accountability as they do in serving their communities.
- This project is not about the PROS Team or what we think is best for your organization and stakeholders, nor do we believe that what works in some parts of the country will work here. This project is about producing reliable, sustainable, relevant, and innovative outcomes for the City of Redmond, and the people that live, work and play in the region.



POINTS

of

DISTINCTION

EXPERIENCE

BILITY to LISTEN

AS CONSULTANTS





COST RECOVERY,





Unique Experience Specific to the Project

Central to our project approach is providing a high level of responsiveness to the City of Redmond Parks and Recreation staff and maintaining accessibility throughout the project lifespan. Our team is flexible and will work hard to effectively serve as an extension of the project staff. Also, we have three CAPRA Visitors on staff and have worked with nearly 40% of CAPRA accredited agencies, as well as 55% of NRPA Gold Medal Winners.

The matrix below illustrates the specific project and planning experience of PROS Consulting, as well as operations, financial, and program planning specifically in Washington.

Qualifications	PROS Consulting		
Experience with parks, recreational facilities, programs and service management	Over 100 years combined experience as practitioners in the parks and recreation industry and as planners.		
A firm understanding of the work of parks and recreation agencies	Successfully completed over 1,000 planning projects in all levels of the public sector.		
Familiarity with public sector cost accounting and budgeting	Successfully completed over 150 cost of service, financial management, or revenue enhancement plans for public clients.		
Knowledge of existing park-centric partnerships throughout the country	Directly assisted over 70 public clients with identifying, establishing, and maintaining innovative partnerships.		
Experience developing fiscal or financial plans at facility level (park or sector), or system level	Successfully completed over 200 business plans for individual parks and park systems.		
Public facilitation experience	Facilitated over 4,000 meaningful public meetings and focus groups throughout the United States.		
Personnel training experience	Organized and facilitated personnel development and training programs for over 10,000 participants in the last 26 years.		
Familiarity with and experience doing business in Washington	Completed parks and recreation planning projects for Kent, Metro Parks Tacoma, Si View Metroparks, Everett, West Richland, Seattle, Sammamish, Washington State Parks and many others across the region		
Experience with CAPRA Accredited and NRPA Gold Medal Agencies	Worked with the following CAPRA Accredited agencies in the past: Metro Parks Tacoma, WA; Gainesville, FL; Miami-Dade County, FL; Kansas City, MO; Carmel, IN; Roanoke, VA; Park District of Oak Park, IL; Westerville, OH; Toledo, OH MetroParks; Cleveland, OH MetroParks; Prince George's County, MD; Montgomery County, MD; Mecklenburg County, NC; Olathe, KS and many others throughout the last 26 years		
Forensic accounting and economic analysis experience	Utilized forensic accounting in all cost of service, business plan projects, and economic impact analysis; former public finance director and CPA on staff.		
Operational and programming analysis experience	PROS Consulting has completed over 300 operational and programming studies for a wide variety of parks and recreation planning projects on a system-wide level as well as site/facility specific.		
Experience in CAPRA Accreditation	Assisted the following agencies with CAPRA Accreditation in the past through master and strategic plans: Durango, CO; Kansas City, MO; Carmel, IN; Indianapolis, IN; Roanoke, VA; Toledo, OH MetroParks; Prince George's County, MD; Mecklenburg County, NC; Olathe, KS and many others throughout the last 26 years.		

"PROS Consulting has proved to be responsive, innovative, and sensitive to the unique needs and interests of our community. Based on the recently completed Parks and Recreation Master Plan, I am confident it will provide us a sound framework for decision-making for the next five years and beyond. PROS has assisted us to become the award-winning park system CCPR is today on many planning projects and has played an integral role in CCPR's planning efforts for nearly two decades."

Michael Klitzing, Director, Carmel Clay Parks & Recreation



Subcontractors

We have expanded our expertise and capabilities to best serve the needs of the City of Redmond in this project. **PROS Consulting, Inc.** will be the prime consultant and will lead the project team. If required, ETC Institute can complete a statistically valid survey to gain insight on the community's vision for recreation services in the City. Our team members have a great reputation across the industry and each of their firm profile summaries are outlined below.

ETC Institute

ETC Institute is a 102-person market research firm that specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys,



business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 3,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 700 cities and counties across the United States. ETC Institute has conducted research for more major U.S. cities and counties than any other firm.

Core services of the firm involve conducting statistically valid surveys and related market research. ETC Institute has conducted more than 600 surveys for parks and recreation systems in 46 states across the country for a wide variety of projects including parks and recreation master plans, strategic plans and feasibility studies.

<u>Established in 1992</u>, the principals and associates of ETC Institute helped secure funding for more than \$2 billion of parks and recreation projects. <u>PROS Consulting and ETC Institute have teamed on more than 400 similar parks and recreation projects.</u>







Section 2 — Project Understanding

The City of Redmond desires a *Recreation Program Plan* that will develop a clearly defined programming process that engages community members and City decision makers to define strategies, services, and direction for public recreation programming that is financially sustainable and meets the needs of the residents of Redmond in alignment with city-wide and departmental goals.

The PROS Team will work with the Redmond Parks and Recreation Department to create a plan using existing data, any required new data, best practices, and creativity in collaboration and alignment with the recreation service industry and community stakeholders, while also being in alignment with CAPRA Accreditation best practices.



Desired Outcomes

The desired outcomes that the PROS Team anticipates for the project include, but is not limited to, the following required components:

- Stakeholder, resident, and staff involvement processes, which will form plan development.
- Solicitation and analysis of community input survey data, City or regional demographics and industry trends to determine community need, identifying and citing indicators of the need.
- An analysis and prioritization of forecasted needs based on determinants of need.
- Alignment with industry and CAPRA Accreditation best practices
- Strategic action plan that includes action items, operational steps, and outcomes to facilitate the City's ability to efficiently implement the plan.

Strategies

The study will be a community-supported action plan that provides guidance for future development and redevelopment of programs and services. In summary, we propose proven strategies based on the Department goals for the project that will:

- Engage the community, leadership and stakeholders in meaningful, varied and creative public engagement process to build a shared vision for programs in the City, as well as understand how to best serve current and projected recreation needs of the community in programs and facilities.
- **Utilize a wide variety of data sources and best practices** to predict recreation trends and patterns of use and how to address unmet needs in the City.
- **Determine unique Level of Service Standards** for the City to project appropriate and prudent actions regarding recreation programs and services and assess current recreation needs for programming.
- Shape financial and operational preparedness through innovative and "next" practices to achieve the strategic objectives and recommended actions and implementation strategies, while aligning with CAPRA Accreditation best practices.
- **Develop a dynamic and realistic strategic action plan** that can ensure long-term success and financial sustainability for recreation programs and facilities, as well as action steps to support the diverse community that the Department serves.



Recreation Program Plan Project Approach

The Recreation Program Plan will result in a 5-year attainable, performance-based plan with key deliverables and milestones established. It will also look at the function of these individual programs, activities, and services and their contribution to the Department's values, vision, and mission. The following is a detailed approach to develop the plan related to implementing specific action items. The Recreation Program Plan will be completed in two phases.

Task 1 — Project Management, SWOT Analysis, Demographic & Recreation Trends Analysis, & Gap Analysis

- **A. Kick-off Meeting, Tour, and Project Management** A kick-off meeting should be attended by the key Department staff and PROS Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the PROS Team. Detailed steps of this task include:
 - Confirmation and Outcome Expectations The project goals, objectives, scope, and schedule will be confirmed. Discuss expectations of the completed project.
 - Tour Meet with City staff for a guided tour of Redmond's park and recreation system in order to gain an understanding of Redmond's facility inventory and breadth of recreation programs
 - Communications Identify lines of communication, points of contact, level of involvement by staff, and other related project management details. The PROS Team will develop status reports to City staff on a monthly basis. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project.
 - Database of Stakeholders The PROS Team will work with City staff who will gather contact
 information from a variety of sources within the agency. This information will be used in the key
 leadership/focus group interview portion of the plan.
 - Data Collection and Review The PROS Team will review background research and relevant historical records, including the Redmond Teen and Senior Intergenerational Center planning process (2021), Parks, Recreation and Open Space (PROS) Plan (March 2020), Older Adults Recreational Services Needs Assessment (March 2019), Strategic Arts Plan (under development), other relevant plans and initiatives, surveys and interviews with people familiar with recreation programming, interviews and focus groups with customers and community leaders and national research on best practices in recreation programming.
 - Project Branding and Media Strategy The Consulting Team will work with the City to develop a
 project brand for the plan. This could include specific Project Name, Logo, Hashtags etc. in
 conjunction with the client. The branding will be woven into all aspects of project communication
 and outreach mediums including, but not limited to, the website, online surveys, and social media
 such as the City's Facebook, You Tube, or Twitter feeds.
- **B. SWOT Analysis** Based on meetings with City staff and discussions with key leadership, the PROS Team will develop a SWOT analysis highlighting existing Strengths, Weaknesses, Opportunities, and Threats faced by the Department as it relates to programs and services. The staff meetings will be organized by like program areas. The SWOT Analysis will also review how identified recreation programming aligns with or contributes to the City of Redmond's and the Department's values, vision, mission, and outcomes.
- C. Demographic & Trends Analysis The PROS Team will utilize the City of Redmond's demographic and other socio-economic projections for the system and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:





- To understand the market areas served by the park and recreation system and distinguish customer groups.
- To identify underserved populations, current reach to those populations, and to make recommendations to remove barriers and enhance inclusion by all.
- To determine changes occurring in the City, and assist in making proactive decisions to accommodate those shifts.

The City's demographic analysis will be based on previous planning efforts including US 2020 Census information, 2023 updated projections, and 5- (2028) and 10- (2033) year projections. The following demographic characteristics will be included:

- Population Density;
- Age Distribution;
- Households;
- Gender;
- Ethnicity; and
- Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association's (SFIA) 2023 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends. This will help to determine how recreational trends impact existing and projected user populations and will make recommendations on where to expand recreation and leisure programs based on community expectations and trends.

Task 2 — Community Engagement Process

The PROS Team will utilize an innovative and creative public engagement process to solicit community input on how the Department will meet the needs of residents in the future. This task is an integral part of the planning process. A wide range of community/participation methods may be utilized with traditional public meetings. These could include the use of the web, social media, as well as participatory workshops for local groups. Specific tasks include:

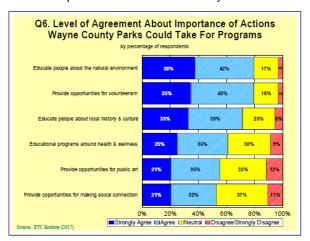
- A. Key Leadership/Focus Group Interviews The PROS Team will perform focus groups and key leadership interviews in the community to evaluate their vision for recreation programs in the Redmond community. Four to five (4-5) focus group meetings and key leadership interviews (up to 12) will be held over a two-day period. During these interviews/focus groups, the PROS Team will gain an understanding of the community values, as well as determine the priority for recreation programming and service needs of the community. The following list of potential interviewees will be used to select the final list in conjunction with the City:
 - Elected officials
 - Park Commission
 - Arts Commission
 - Historical Society
 - Conservation groups
 - Other service providers
 - Key partners and philanthropic organizations
 - School officials
 - Users and non-users of the parks and recreation system
 - City Staff
 - Special event providers





B. Community Needs Assessment Statistically-Valid Survey – ETC Institute can complete a statistically-valid survey if desired the City of Redmond. To facilitate the survey design process, ETC Institute will provide the City with sample surveys created for similar projects. Based on all the community input feedback and with additional input from the District staff, ETC Institute will develop a first draft of the survey. This includes

ensuring the survey instrument is worded to obtain statistically valid and reliable results, fine-tuned to shorten the survey instrument yet obtain the vital information needed, and formatted to meet all coding requirements. It is anticipated that 3-4 drafts of the survey will be prepared before the final draft is approved by the City. The survey will include a cover letter from the City and provide respondents the opportunity to respond in English or Spanish. As part of this task, the sampling plan for the survey will be finalized and the project manager will discuss which methodology is best to conduct the surveys. ETC Institute recommends administering the survey



to a random sample of at least 375 residents in the City. A random sample of 375 surveys would have a precision of at least +/- 5% at the 95% level of confidence; it would also allow the results of the survey to be analyzed by sociodemographic and geographic characteristics. ETC Institute will ensure that the results of the survey will be statistically representative of residents. ETC will also ensure that the survey results are statistically significant based on the population of City of Redmond. The survey will have recreation programming questions, as well as questions pertaining to the Redmond Community Center.

C. Social Pinpoint Project Website (includes online survey) – We will develop a customized project website, if desired by the City of Redmond that will provide on-going project updates and will serve as the avenue to crowd-source information throughout the project for the entire community. This could be combined with input through social media and could also host videos through a dedicated YouTube Channel and utilize the City's website. It has proven to be a highly effective tool in engaging the community on an on-going basis as well as maximizing outreach to an audience that may not traditionally show up at public meetings or choose to respond to a phone or mail survey.

Task 3 — Program Analysis

- **A. Program and Service Assessment** Programs and services are the backbone of park and recreation agencies. This assessment will review how well the Department aligns itself with community needs. The goal of this process is to provide program enhancements that result in successful and innovative program offerings. The PROS Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:
 - Age segment distribution
 - Lifecycle analysis
 - Core program analysis and development
 - Similar provider analysis/duplication of service
 - Market position and marketing analysis
 - Pricing structure and cost recovery
 - Review of program development process
 - Customer satisfaction
 - Trends in program registration
 - Current KPIs
 - Staff training and development



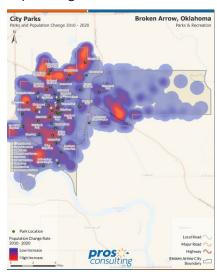


The program assessment process will produce a comprehensive index of all recreation program offerings. This index will be set up in a manner that allows the Department to update annually to examine Key Performance Indicators (KPIs). The recreation program assessment format will be discussed with the Department at length to create a tailored, customized index that works and interfaces with their existing systems. An important tenet to the recreation program assessment is the ability to gain insight into the Department's existing market position. As such, a similar provider assessment will be conducted in tandem with the data collection and analysis process to provide the consultant team with a fuller understanding of duplicative services and areas that may be underserved.

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that will help focus staff efforts in core program areas and will create excellence in those programs deemed most important by program participants and what other service providers are providing.

B. Gap Analysis & Mapping – The PROS Team will compile a complete and current community inventory of recreation facilities, programs, and services in the City of Redmond, including those provided by the City of Redmond, and those offered by schools and other alternative public, private and non-profit providers to understand market saturation, gaps, competition, or partner opportunities. This process can also include an inventory of similar facilities in neighboring communities that may serve Redmond residents.

The PROS Team will work with the staff to determine the appropriate GIS mapping. This could include mapping by classification of programs and major recreation amenities by facility standards as applied to population density and geographic areas. It can also include the walkability of accessing programs and facilities in the City. This mapping identifies gaps and overlaps in service area by showing all service providers.



- C. Evaluation of Programmable Facilities The PROS Team will identify, assess, and recommend indoor (e.g., Redmond Senior & Community Center, teen center, school facilities, leased facilities, etc.) and outdoor venues (e.g., historic farm, Redmond Pool, etc.) to better meet programming needs and priorities.
- **D. Prioritized Program Priority Rankings** The PROS Team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, and the program and services assessment into a quantified facility and program priority ranking. This priority listing will be compared against gaps or surplus in programs and services. This will list and prioritize program needs for the agency. The Team will conduct a work session with staff to review the findings and make revisions as necessary.

Task 4 — Recreation Program Plan Implementation

- **A. Recreation Programs Action Plan** Upon consensus of all technical work, the subsequent *Recreation Program Plan* will be completed with recommendations, supporting strategies, actions, responsibilities, and priorities/timelines. These strategies will establish specific and measurable objectives for programs and services that are reviewed periodically to ensure that programs are achieving the needed community benefit or outcome desired. Also, the PROS Team will identify clear strategies and directions to take advantage of new opportunities, and address gaps and redundancy in program delivery in Redmond. Action plans will be established in the following key areas:
 - **Operational Management** Recommendations that provide for short- and long-term enhancement of recreation program operational management practices of the Department.



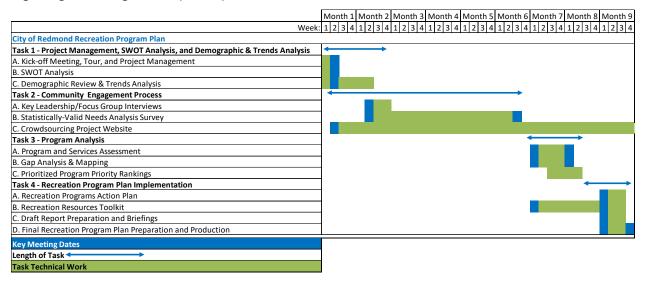
- Programs and Services Recommendations that provide for short- and long-term development of
 programs and services provided by the City, including opportunities to improve meeting user needs.
 The Consulting Team will make strategic recommendations to existing program offerings,
 organizational alignment, etc. based on analysis of existing programs, needs assessment, surveys,
 community feedback, target audience, etc.
- Policies and Practices Specific policies and practices for the City's recreation and engagement
 divisions that will support the desired outcomes of this Recreation Program Plan will be detailed
 such as recommendations on specific policies and practices related to recreational programming,
 and outlines how the Department should use performance and feedback data moving forward to
 influence programming, policy, and planning decisions.
- **B.** Recreation Resources Toolkit The PROS Team will work with the Department to develop a Recreation Resources Toolkit that will include at a minimum:
 - Minimum training standards for general recreation program staff, staff/volunteers working with individuals with disabilities, and volunteer youth sport coaches.
 - Redmond Recreation Program Training Manual that includes a summary of all minimum training requirements, current City of Redmond training tools, and any new recommended training tools that may be developed for this toolkit.
 - Summary of Key Performance Indicators that will be employed to evaluate Redmond recreational programming moving forward.
 - Updated participant feedback processes and tools.
- C. Draft Report Preparation and Briefings The PROS Team will prepare a draft Recreation Program Plan with strategies considering all analysis performed that is in alignment with CAPRA Accreditation standards. The recommendations and prioritization of needs will be reviewed and discussed with the Department staff on schedules to finalize action steps, responsibilities, and timelines. Department representatives will have sufficient time to review the draft plan, make any changes/additions/recommendations to it and ask for further clarifications if needed.
 - The PROS Team will meet with representatives of the Parks and Recreation Department and/or present to City Council to share information throughout this process, as well as present the final *Comprehensive Recreation Program Plan*, identify key findings, and answer questions. Once the draft is approved by the City, the PROS Team will prepare a final summary report and present it to the City Council for final approval and adoption.
- **D.** Final Recreation Program Plan Preparation, and Production Upon comments or revisions by City staff, the suite of relevant community advisory committees, and the community, the Consulting Team will finalize the Plan to reflect all input received. The final Recreation Program Plan will be prepared with a Summary Report that is professionally laid out and delivered along with associated appendices (technical reports). One electronic copy of the final plan will be delivered.





Section 3 — Adherence to Schedule

The project approach and scope of work detailed in this proposal will be completed by the PROS Team collaboratively with the City of Redmond Parks and Recreation staff. PROS can begin the project immediately and has the capability and availability to meet the project schedule depicted below. Specific dates will be set during the kick-off meeting process, and we will consider any special requirements by the City of Redmond regarding scheduling to meet your expectations.





Section 4 — Estimated Budget

The following fee breakdown is based on the project approach described in the Scope of Work for the City of Redmond Recreation Program Plan. We would appreciate the opportunity to meet and discuss the project approach and fees to ensure they are consistent with your expectations, as we are flexible in meeting your needs. We based our project approach on your RFP deliverables and elements that can easily be modified to meet your budgeting needs. This fee is a not-to-exceed amount and includes all costs, both direct and indirect, including any reimbursable expenses. PROS Consulting uses a transparent pricing model toward project budgets. We do not change-order our clients unless there is major scope addition to the project after contract execution.

	Total
PHASE I	
Task 1 - Project Management, SWOT Analysis, and Demographic & Trends	
Analysis	
A. Kick-off Meeting, Tour, and Project Management	\$ 1,820
B. SWOT Analysis	\$ 1,820
C. Demographic Review & Trends Analysis	\$ 3,620
Expenses	\$ 1,500
Subtotal Dollars	\$ 8,760
Task 2 - Community Engagement Process	
A. Key Leadership/Focus Group Interviews	\$ 4,380
B. Statistically-Valid Needs Analysis Survey	\$ 14,910
C. Crowdsourcing Project Website	\$ 6,875
Expenses	\$ 1,500
Subtotal Dollars	\$ 27,665
Phase I Total	\$ 36,425
PHASE II	
Task 3 - Program Analysis	
A. Program and Services Assessment	\$ 6,580
B. Gap Analysis & Mapping	\$ 3,010
C. Prioritized Program Priority Rankings	\$ 3,640
Expenses	\$ -
Subtotal Dollars	\$ 13,230
Task 4 - Recreation Program Plan Implementation	
A. Recreation Programs Action Plan	\$ 4,590
B. Recreation Resources Toolkit	\$ 8,280
C. Draft Report Preparation and Briefings	\$ 5,010
D. Final Recreation Program Plan Preparation and Production	\$ 4,720
Expenses	\$ 2,000
Subtotal Dollars	\$ 24,600
Phase II Total	\$ 37,830
TOTAL EXPENSES	\$ 5,000
TOTAL FEES	69,255
TOTAL DOLLARS	\$ 74,255

This scope and fee proposal is **valid for 90 days** from the date of submission to the City of Redmond. Additionally, PROS Consulting acknowledges and **agrees to obtain a City of Redmond business license** if selected to perform these services.





Appendix A – Key Team Members Resumes

The Consulting Team on this project will be led by PROS Consulting Principal, Brian Trusty, with project oversight by Leon Younger, PROS Consulting President, as well as all members of the PROS Team. Central to our project approach is providing a high level of responsiveness to the City of Redmond and maintaining accessibility throughout the project lifespan. Our team has the capacity, flexibility and will work hard to effectively serve as an extension of the City of Redmond project staff. The Consulting Team we have assembled has the experience and reputation of meeting time schedules and budgets and has completed many projects of a similar nature across the country.

Resumes

Leon Younger PROS Consulting President Education

> M.P.A., University of Kansas, Aug. 1988 B.S., Kansas State University, May 1975

Employment History

President, PROS Consulting, Sep. 1995 to present
Director/Chairman of the Board, Indianapolis Parks and Recreation, Apr.
1992 to Sept. 1995

Executive Director, Lake MetroParks (OH), Jun. 1988 to Mar. 1992 Director, Jackson County (MO) Parks and Recreation, Aug. 1983 to Jun.

1988

Certification

Certified Park and Recreation Professional

Professional Experience

Leon is the founder and President of PROS Consulting. He has more than 40 years in parks, recreation, and leisure services. Leon is a recognized leader in applying innovative approaches to managing parks and recreation organizations. He has held positions as Director of Parks and Recreation in Indianapolis, IN; Executive Director of Lake Metroparks in Lake County, OH (Cleveland area); and Director of Parks and Recreation in Jackson County, MO (Kansas City). Leon is routinely invited to present his management and development philosophies at conferences, workshops, and training across the United States, as well as internationally. He is co-creator of the Community Values Model, a business model that synthesizes community & stakeholder input into a strategic plan. He regularly addresses sessions at the National Recreation and Park Association Conferences and has served as a board member and instructor at the Pacific Revenue and Marketing School in San Diego, California and the Rocky Mountain Revenue and Management School in Colorado. Currently, Leon is serving on the Board of Directors for the City Parks Alliance, the only independent, nationwide membership organization solely dedicated to urban parks.

Similar Project Experience

- Tacoma, WA Metro Parks Comprehensive Program Plan
- Si View, WA Metro Parks Comprehensive Program Plan
- Kent, WA Comprehensive Program Plan
- Kent, WA Riverbend Golf Complex Business Plan
- Miami Dade County, FL Comprehensive Program Plan
- Everett, WA Parks and Recreation Strategic Master Plan
- Dallas, TX Recreation Master Plan
- Kansas City, MO Parks and Recreation Strategic Business Plan
- City of Los Angeles, CA Parks and Recreation Needs Assessment
- Fair Oaks Recreation and Parks District, CA Parks and Recreation Strategic Master Plan





- Riverside County, CA Parks and Open Space District Strategic Plan
- City of San Jose, CA Pricing Philosophy, Revenue Enhancement, and Organizational Implementation Plan for the Department of Park, Recreation and Neighborhood Services
- City of San Francisco, CA Recreation Plan and Needs Assessment
- City of Healdsburg, CA Parks and Recreation Needs Assessment and Parks and Open Space Plan
- Sonoma County, CA Management Review Services and Implementation Plan
- City of Westerville, OH Parks and Recreation Strategic Master Plan
- Carmel Clay, IN Parks and Recreation Master Plan
- Olathe, KS Parks and Recreation Strategic Master Plan

Brian Trusty

PROS Consulting Principal

Email: brian.trusty@prosconsulting.com

Phone: 214.998.8779

Education

B.S., Texas A&M University, 1995 M.S., Texas A&M University, 2000

Employment History

Principal, PROS Consulting, Jan. 2022-Present

Vice-President, National Audubon Society, Nov. 2012-2021 Vice-President, PROS Consulting, Jan. 2007 to Oct. 2012

Executive Director, Adventure Sports Center International (ASCI), May 2005 to Nov. 2007

Manager – Nature Park System, Lower Colorado River Authority, Sep. 2000 to March 2005

President and Founder, SierraQuest Corporation, Sep. 1993 to Aug. 2003

Professional Experience

Brian Trusty has enjoyed a 30-year career in parks and recreation, land and habitat management, tourism, and economic development that includes executive management responsibilities in private for-profit, private non-profit, and public organizations. Brian's career includes managing an outdoor adventure tour program he founded that operated in 22 U.S. states, Canada, and Mexico; managing a system of nature parks for the Lower Colorado River Authority (LCRA) in Texas; leading the development and operation of the premier adventure sports destination on the east coast; performing strategic planning and management consulting for parks and recreation and land management agencies throughout the United States; and leading Audubon's conservation and environmental education programs in Texas and the Central Flyway. Brian also led the charge in uniting and elevating Audubon extensive network of nature centers and wildlife sanctuaries throughout the United States for the last two years. Brian has served on the Texas State Parks Advisory Committee since 2013 as its Chair and was the primary author on the recent Committee recommendations to the Texas Parks and Wildlife Commission regarding financial sustainability for the Texas State Parks System in the future. This led to the successful passage of a state constitutional amendment in 2019 establishing a dedicated public funding source for Texas State Parks. In 2019, Brian was recognized as a Distinguished Alumni of Texas A&M's Parks, Recreation and Tourism Sciences Department.

- Temple, TX Parks and Recreation Strategic Plan
- San Antonio, TX Youth Services Master Plan
- Broken Arrow, OK Comprehensive Recreation Program Plan
- Pocatello, ID Parks, Recreation, Open Space, and Trails Plan
- Westminster, CO Parks, Recreation and Leisure Services Vision Plan
- Tennessee State Parks Comprehensive Strategic Plan







- Lawrenceburg, TN Parks and Recreation Master Plan
- Johns Creek, GA Recreation and Parks Master Plan
- Olathe, KS Parks and Recreation Master Plan
- Derby, KS Parks and Recreation Master Plan
- Bays Mountain Regional Park Long Range Strategic Plan (Kingsport, TN)
- State of Kentucky Parks, Operations and Financial Strategic Plan
- Texas State Parks Business Planning Services
- California State Parks Operations and Financial Plan
- Eastern Kentucky Regional Adventure Tourism Plan
- Maryland State Parks Operational and Financial Plan
- Central Iowa Water Trails Governance and Management Analysis (Des Moines, IA)
- City of Sedona, AZ Parks and Recreation Master Plan
- City of West Richland, WA Parks and Recreation Master Plan
- City of Palmer, AK Parks and Recreation Master Plan
- Town of Crested Butte, CO Regional Parks and Recreation Plan
- Missoula County, MT Parks, Recreation, Trails and Open Space Master Plan

Philip Parnin, CPRP

PROS Consulting Associate Principal

Education

B.S. Recreation and Parks Management, Indiana University

Employment History

Consultant, PROS Consulting; 2017 - present

Director of Parks and Recreation, Town of Brownsburg, IN; 2007 to 2017 Assistant Director of Parks and Recreation, Town of Brownsburg, IN; 2006 to 2007

Director of Recreation, Mooresville Park District, IN; 2000 to 2006 Recreation Supervisor, Town of Munster, IN; 1998 to 2000 Recreation Programmer, Monroe County, Bloomington, IN; 1997 to 1998



Certification

Certified Park and Recreation Professional (CPRP)

Professional Experience

Philip Parnin has over 25 years of experience in the field of parks, recreation, and leisure services. He has managed and led park development and sustainable operations at the executive level for over 16 years (including over a decade as director). In his leadership role, Philip established standards for improved efficiencies and operations by developing system-wide business plans, enterprise fund business plans, strategic master plans, recreation plans, marketing plans, site master plans, capital improvement plans, maintenance plans, trails and greenways plans, emergency action plans, and feasibility studies. Philip's field experience includes diverse municipal settings including: county, city, town and township district. His experience is enhanced by previous experience as the Indiana Park and Recreation Association President, along with serving on the Board of Directors. Philip currently serves as the Treasurer of the Indiana Park & Recreation Foundation where he has advised the board to financial gains beyond expectations. His approach to planning helps agencies transform ideas into successes that can be leveraged for even greater success.

- Cincinnati Recreation Commission, OH Business Plan
- Kettering, OH Recreation Program Plan
- Las Vegas, NV Recreation Program Plan



- City of Huber Heights, OH Parks and Recreation Needs Assessment & Prioritization Plan
- Great Parks of Hamilton County, Cincinnati, OH Comprehensive Master Plan
- Dublin, OH Parks and Recreation Master Plan
- Sidney, OH Parks and Recreation Master Plan
- Miamisburg, OH Parks and Recreation Master Plan
- Hopkins, MN Parks and Recreation Master Plan
- Edwardsville, IL Parks and Recreation Master Plan
- Streamwood Park District, Streamwood Village, IL Parks and Recreation Strategic Marketing Plan
- Arlington Heights, IL Park District Parks and Recreation Master Plan
- City of Upper Arlington, OH Parks and Recreation Comprehensive Master Plan
- Durango, CO Parks, Recreation and Open Space Master Plan
- Chesterfield, OH Parks and Recreation Master Plan
- Rockville, MD Parks and Recreation Master Plan
- Highpoint, NC Parks and Recreation Master Plan
- Idaho Falls, ID Parks and Recreation Strategic Master Plan
- Prince William County, VA Parks and Recreation Needs Assessment
- Town of Brownsburg, IN Parks and Recreation Strategic Master Plan

Sarah Durham, CPRP PROS Consulting Senior Project Manager Education

B.A. (Public Relations / Business), Purdue University

Employment History

Consultant, PROS Consulting; 2010 to present

Certification

Certified Parks and Recreation Professional (CPRP)

Professional Experience

Sarah's academic background in communications and business coupled with her experience in the private sector on the sales side equips her strongly to lead and support the market research and business planning functions of all key PROS projects. Her strong analytical skills coupled with a strong business



background allow her to provide an in-depth perspective to understand the market potential and position agencies to best meet the users' needs. She manages a variety of tasks ranging from competitor analysis to GIS mapping as well as demographics / trends assessments and establishing levels of service standards for agencies all over the country.

- Miami Dade County, FL Regional Parks and Recreation Assessment
- City of Carlsbad, CA Parks and Recreation Needs Assessment and Action Plan
- City of San Clemente, CA Beaches, Parks and Recreation Master Plan
- Prince George's County, MD Functional Master Plan for Parks, Recreation & Open Space
- City of Kansas City, MO Parks and Recreation Master Plan
- East Baton Rouge Parish, LA Parks and Recreation Master Plan
- Shawnee County, KS, Parks and Recreation Master Plan
- City of Columbus, OH Parks and Recreation Master Plan
- City of Dallas, TX Recreation Master Plan
- Birmingham, AL Regional Partnership Assessment
- Mecklenburg County, NC Comprehensive Parks and Recreation Master Plan





- Carmel Clay, IN Parks and Recreation Comprehensive Master Plan
- Washington County, PA Parks and Recreation Master Plan

Dalton DicksonPROS Consulting
Project Consultant
Education

B.A. (Urban Policy and Planning), University of North Texas M.P.A. (Local Government), University of North Texas

Employment History

- Consultant, PROS Consulting; 2022 to present
- Sustainability Intern, City of Lewisville; October 2021 to October 2022
- Environment & Development Intern, North Central Texas Council of Governments; March 2021 to October 2021

Professional Experience

As an emerging young professional, Dalton has primarily worked in the public sector in sustainability, solid waste, and environment & development. With a



passion for parks and recreation, sustainability, and urban planning, Dalton works to utilize his skills on a multitude of planning projects. A two-time alumnus of the University of North Texas, he received his Master of Public Administration in May 2023. His academic and professional background has allowed him to hone his skills in the field of Parks and Recreation, developing capabilities in technical writing, program analysis, similar provider assessments, demographics and trends analysis, Microsoft Word, Microsoft Excel, and Adobe InDesign.

- City of Anna, TX Community Center Feasibility Study
- City of Broken Arrow, OK Comprehensive Recreation Program Plan
- City of Temple, TX Parks and Recreation Strategic Plan
- City of San Antonio, TX Youth Services Master Plan
- City of Pocatello, ID Parks, Recreation, Open Space, and Trails Plan
- City of Johns Creek, GA Parks and Recreation Master Plan
- City of Lawrenceburg, TN Parks and Recreation Master Plan
- City of Lewisville, TX Athletic Field Study
- City of Muscatine, IA Market Analysis, Operations Plan, and Design Recommendations
- City of Ottawa, KS Parks and Recreation Master Plan
- City of San Antonio, TX, Parks and Recreation Youth Master Plan
- City of Winterset, IA Community Center Study
- Vigo County, IN Feasibility Study



Ryan MurrayETC Institute Assistant Director of Community Research Education

B.S. in Public Administration – The University of Kansas

Summary of Professional Experience

Mr. Murray has over 12 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute Mr. Murray has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. His current role as Project Manager includes survey design, developing sampling plans, quantitative and qualitative data analysis, interpretation of results, and presentation of findings. In his previous role he planned, coordinated, and supervised the administration of large-scale origin-destination transportation studies on over a dozen projects throughout the country. Mr. Murray has worked as a Project Manager on projects for over fifty state, county, local, and private sector clients.

Similar Project Experience

Mr. Murray has served as a project manager for over 150 parks and recreation surveys for local governmental organizations. Some of these organizations include:

- Aberdeen, South Dakota
- Albemarle County, Virginia
- Ankeny, Iowa
- Arlington County, Virginia
- Austin, Texas
- Barrington, Illinois
- Beaver Creek, Ohio
- Berkshire Township, Ohio
- Cincinnati, Ohio
- Colleyville, Texas
- Corpus Christi, Texas
- Dania Beach, Florida
- Deerfield Township Ohio
- Delaware County, Ohio
- Denver, Colorado
- Elon, North Carolina
- Estero, Florida
- Fauquier County, Virginia
- Flower Mound, Texas
- Geneseo, Illinois
- Glasgow, Kentucky
- Grand Prairie, Texas
- Grand Rapids, Michigan
- Great Neck, New York
- Hunters Creek, Florida
- Indian Trail, North Carolina
- Ithaca, New York

- Kent County, Michigan
- Kentwood, Michigan
- Milton, Georgia
- Milwaukee County, Wisconsin
- Mobile, Alabama
- Montgomery County, Maryland
- Morris Township, New Jersey
- New Port Richey, Florida Oakland County, Michigan
- Oswegoland, Illinois
- Ozark, Missouri
- Pleasant Hill, California
- Port St. Lucie, Florida
- Roanoke, Virginia
- Rolesville, North Carolina
- Salina, Kansas
- San Clemente, California
- San Diego, California
- San Louis Obispo, California
- Sandy Springs, Georgia
- Virginia Beach, Virginia
- Warren County, North Carolina
- Washtenaw County, Michigan
- Waxhaw, North Carolina
- Wayne County, Michigan
- West Sacramento, California
- Westerville, Ohio
- Westfield, New Jersey





Appendix B — Project List and References

Recreation Programming Plan Experience and References

Metro Parks Tacoma Mission-Led Comprehensive Program Plan (2016) and Strategic Plan (2018)

TACOMA, WASHINGTON

In 2016, PROS Consulting completed a Mission-Led Comprehensive Program Plan (MLCPP) for Tacoma, WA. The MLCPP is a six-year document that guides Metro Parks Tacoma's recreation service provision. Aligned with MPT's strategic planning framework and budget cycle, the MLCPP is a critical document in understanding community needs, identifying gaps in services, and outlining how the District delivers its programs and details key issues facing the system along with key strategies, or recommendations, to address each challenge.

To develop the MLCPP, the PROS undertook the following tasks:

- Comprehensive Community Profile a thorough understanding of Tacoma's demographics and socio-economics, recreation participation trends, and market potential. This information was organized and analyzed at three levels:
 1) Tacoma city limits; 2) 30-minute drive time from city limits; and 3) separation into the District's four distinct planning areas.
- Program Inventory and Analysis complete cataloging of all programs and services offered by MPT to identify location, markets served, participation trends, productivity rates, and performance metrics.
- Gap Analysis based upon the existing programs and needs identified through a statistically-valid community survey, areas of greatest need were identified and prioritized.
- Dashboard Development graphical depictions of program locations, similar service providers, and park facilities overlaid with information on community need for programs. Specialized dashboards were developed for each of the four planning areas.

Overall, the document provides the foundation for recreation services and amenities in parks and facilities and is meant to guide and be supported through additional business planning processes. Utilizing a comprehensive public engagement process and research platform, the planning team was able to develop a unique Level of Service (LOS) that resulted in prioritized direction for future acquisition, productive use of space, redevelopment,

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expansion, or dissolution of the District's park and recreation facilities and programs.

Project Budget: \$99,910 Project Schedule: January 2016-September 2016

Client Reference: Mr. Joe Brady, Chief Strategy Officer; Metro Parks Tacoma; joeb@tacomaparks.com;

253.305.1014

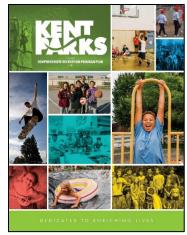




Kent, WA Comprehensive Recreation Program Plan (2020) and Parks, Recreation, and Open Space Plan (2022)

KENT, WASHINGTON

Kent Parks, Recreation & Community Services (Kent PRCS) retained PROS Consulting in 2019 to develop the Department's first Comprehensive Recreation Program Plan. Kent PRCS has aspirations to achieve CAPRA Accreditation and therefore, the development of a dedicated program plan is a necessity. In addition to the expressed CAPRA-related need, Kent PRCS experienced severe budget cuts for several years preceding the plan's development. The Comprehensive Recreation Program Plan put recreation in the forefront and used the planning process to establish and articulate Kent PRCS's value to the community in order to provide realistic action items for an 8-year period given the existing fiscal realities.



The public engagement process, highlighted by a statistically-valid community survey, identified a couple key findings (among others) to help position Kent PRCS within the community such as:

- 77% of respondents believe it is equally or more important to fund parks, trails, and recreation facilities compared to other City services.
- The top three community issues respondents believe Kent PRCS addresses includes: enhancing healthy aging, making living in Kent fun, and enhancing community connection to each other.

Kent PRCS levered the Comprehensive Recreation Program Plan to spur community change. The planning process changed the narrative from one of loss to one of opportunity.



The final Comprehensive Recreation Program Plan laid the foundation for the Kent PRCS programs and services delivery model such as (among others): Key Performance Indicator (KPI) identification and integration, how "unmet need" is identified and resolved, outreach to underserved populations and how to remove barriers, and strategic directions and action items outlined by fiscal year.

Project Budget: \$85,180 **Project Schedule:** July 2019-February 2020

Client Reference: Ms. Julie Parascondola, Director; Kent Parks, Recreation & Community Services Department; 400 West Gowe Street, Kent, WA 98032; 253-856-5007; jparascondola@kentwa.gov





Si View Metro Parks, WA Comprehensive Recreation Program Plan (2021) NORTH BEND, WASHINGTON

Si View Metropolitan Park District (Si View MPD) was formed in 2003. Si View MPD strives to enhance the quality of life for residents in Snoqualmie Valley through recreation programs and parks. With a historic Community Center, indoor pool, multiuse sports fields, picnic shelter and playgrounds, Si View is the only such regional recreational facility serving as the social, cultural and educational hub in the community. Si View MPD operates an extensive array of recreation programs connecting with residents of all ages and abilities. Additionally, seasonal activities bring the community together for events such as the North Bend Farmers Market and Summer Concert Series, Festival at Mount Si, Theater in the Park, Harvest Festival, and Si View Holiday Bazaar.

As an independent, regional unit of government, Si View MPD's formation allows local control of Si View Park, Pool, and Community Center. Si View MPD covers approximately 17,300 acres, including the City of North Bend and Fire District 38, in unincorporated King County. A five-member Board of Commissioners governs Si View MPD.

PROS Consulting worked with Si View MPD to complete a Recreation Program

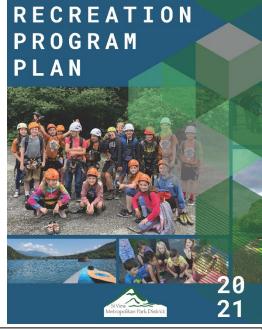
Plan in 2021. The purpose of the Recreation Program Plan was to define strategies, services, and direction that advance Si View MPD's mission. The plan provides direction to Si View MPD staff and the Board of Commissioners by establishing determinant factors for the delivery of parks and recreational services for District residents. Ultimately, the Recreation Program Plan aims to be concise, user-friendly, and implementable document with clear strategies for the next 6 years, effective in 2022.

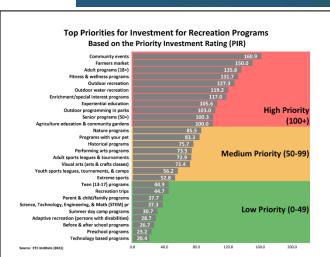
After identifying and reviewing the influencing factors for Si View MPD recreation programming, the PROS Team began a public engagement process designed to meet the key objectives Si View MPD staff outlined for the *Recreation Program Plan*:

- The plan will recommend program direction and future improvements based on identified community needs.
- The Recreation Program Plan will produce a set of service level targets and strategies for the District's programs and services.

Project Budget: \$54,980 Project Schedule: December 2020-August 2021

Client Reference: Ms. Mina Rudd, Recreation Manager; Si View Metro Parks; 400 SE Orchard Dr., North Bend, WA 98045; 425.414.0768; mrudd@siviewpark.org







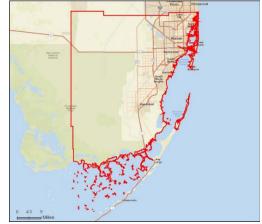
Miami-Dade County, FL Comprehensive Recreation Program Plan (2018) MIAMI, FLORIDA

The Miami-Dade County Parks, Recreation, and Open Spaces Department is the third largest county park system in the United States. The system consists of 270 parks and over 13,000 acres of land. In order to help fulfill its mission "to create outstanding recreational, natural, and cultural experience to enrich you and enhance the quality of life for our community for this and future generations" the County emphasizes the importance of staying "ahead of the curve" in relation to recreational programming and services.

The County retained PROS Consulting to develop a Comprehensive Recreation Program Plan to provide guidance for both short-term and long-term goals in a financially sustainable and achievable manner. Specifically, the plans overarching outcomes are to identify:

- Who are we now?
- What should we look like as a regional system?
- How do we change and get there?

A key component to the plan is to understand the socioeconomic impact parks and recreation has on Miami-Dade residents. As such, the plan incorporated Centers for Disease Control and



Prevention (CDC) data and County developed data to create comprehensive GIS maps (by Commission District) that helped highlight:

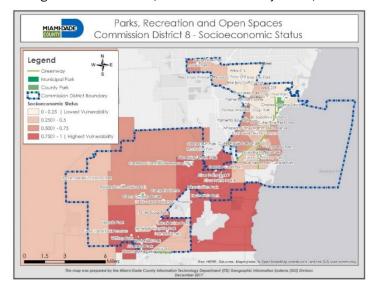
- Park access
- Underserved areas
- Areas of duplicative services (between the County and local municipalities)

The final Comprehensive Recreation Program Plan provides insight as to how Miami-Dade County should position itself to be a leading regional county park system, transitioning away from the local focus it has organically grown to have. A key tenet for the County is to adhere to park design standards to ensure recreational programming is offered at appropriate facilities and in locations that serve the greatest community needs.

Project Budget: \$130,360 Project Schedule: May 2018-March 2019

Client Reference: Mr. Eric Hansen, Chief of Recreation Programs and Services; Miami-Dade County Parks,

Recreation, and Open Spaces Department; 275 NW 2nd Street, Suite 424, Miami, FL 33128; 305-755-7964; eric.hansen@miamidade.gov







Carmel, IN Comprehensive Recreation Program Plan (2018) CARMEL, INDIANA

Carmel Clay Parks & Recreation (CCPR) was established through an Interlocal Cooperation Agreement between the City of Carmel and Clay Township. CCPR was created to serve the nature and fitness needs of the community, manage and develop existing spaces and resources, and create a sustainable future for parks and recreation programs through a financially viable and environmentally conscious parks system. CCPR provides over 5,000 recreation programs annually and so recreation planning is paramount to identify met and unmet community needs.

The Comprehensive Recreation Program Plan was broken into two phases:

Phase I

- What are the demographics of our community and how does that change based on the geographic area of Carmel/Clay Township?
- What are the nationwide health and wellness trends, challenges, and issues?
- What recreation programs do we need/want to provide to residents and how does that change based on the geographic area?
- Who are the underserved or unserved populations?
- How well are we doing in meeting expressed needs? Are there unmet needs that we should be addressing?

Phase II

- What other organizations in the area are meeting expressed needs? Are there partnership opportunities?
- How should we position ourselves to meet the identified unmet needs while ensuring we maintain meeting our met needs?

The final Comprehensive Recreation Program Plan provides direction for specific recreation programming offerings including time of day, class/activity format, pricing, additional services to consider, and performance core Additionally, measures/indicators to implement. Comprehensive Recreation Program Plan is used to activate community parks. The plan analyzed the community's interests and preferences for location-based programming as well as activities/topics of interest. CCPR is using this information to enhance its data-driven decision-making process to ensure a needs-based approach is taken for their recreational program and service offerings.



Project Budget: \$49,000 **Project Schedule:** February 2018-February 2019

Client Reference: Mr. Kurtis Baumgartner, Assistant Director; Carmel Clay Parks & Recreation Department; 1235 Central Park Drive East, Carmel, IN 46032; 317-573-5238; kbaumgartner@carmelclayparks.com



Cincinnati, OH Recreation Commission Program and Facilities Business Plan (2019)

CINCINNATI, OHIO

In 2019, PROS Consulting, Inc. completed a Recreation Business Plan for the Cincinnati Recreation Commission ("CRC"). The CRC is a CAPRA accredited agency and a winner for two NRPA Gold Medal awards. CRC boasts a network of citywide recreation centers which complement CRC's variety of aquatic facilities, 2,500+ acres of CRC outdoor athletic and playground facilities. Each year, millions of people visit CRC's recreational facilities and enjoy many programs at indoor recreation centers and outdoor play areas. In addition, tennis attractions and premier public golf courses make CRC a top-notch organization.

The CRC desired a Programs and Facilities Business Plan to serve as a road map for the next five years and to recommend program direction, facility operations, maintenance, and capital improvements based on community needs. The plan provided an extensive overview of the system including historical context

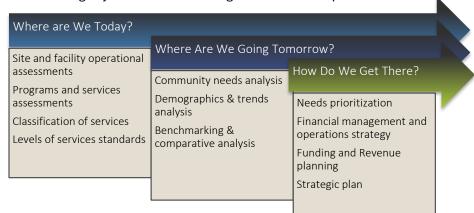
Mincinnati ecreation RECREATION

2019 **BUSINESS PLAN**

regarding CRC's rich history and national prominence; in addition to clearly stating its current condition, needs, cost for meeting needs, and future challenges.

This plan included an inventory of current, as well as desired, facilities and programs needed to serve the community and prioritizes direction for the future programming of CRC's park and recreational assets and services. The study included a community-supported action plan that provides guidance for future development and redevelopment of programs, facilities and services.

This Business Plan created a clear set of objectives that provided direction to CRC staff and the Board of Commissioners for a short-term, mid-term and long-term range. There were numerous steps in the project, with the following key areas of focus being foundation components.



The Business Plan was developed to equip the CRC with government business principles to guide the process. The final deliverable included a dynamic and realistic strategic action plan that created a road map to ensure long-term success and financial sustainability for the CRC, as well as action steps to support cultural vibrancy, strong social connections among communities, and quality of life for the community and businesses that make Cincinnati a great place to live.

Client Reference: Mr. Daniel Betts, Director; 805 Central Ave., Suite 800; Cincinnati, OH 45202; 513.352.4006; daniel.betts@cincinnati-oh.gov



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