City of Redmond

Redmond
WASHINGTON

Agenda

Business Meeting

Tuesday, March 17, 2026

7:00 PM

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

City Council

Mayor
Angela Birney

Councilmembers
Melissa Stuart, President
Angie Nuevacamina, Vice President
Jessica Forsythe
Vanessa Kritzer
Sayna Parsi
Vivek Prakriya
Menka Soni

REDMOND CITY COUNCIL
AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for community members to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **three minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by state statute. Community members wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at www.redmond.gov/189/city-council.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted three minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site:
https://redmond.legistar.com/

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:
Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

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

I. SPECIAL ORDERS OF THE DAY

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: March 3, 2026, Regular Meeting and February 26, 2026, Special Meeting (recording for the regular meeting is available at Redmond.gov/rctv)

Special Meeting Minutes for February 26, 2026
Regular Meeting Minutes for March 3, 2026

2. Approval of Payroll/Direct Deposit and Claims Checks

Payroll Check Approval Register, February 25, 2026
Council Payroll Check Approval Register, February 27, 2026
Payroll Check Approval Register, March 10, 2026
Check Approval Register, March 17, 2026

3. **AM No. 26-036** Approval of the Reappointment of Lodging Tax Advisory Committee Members

Department: Executive

4. **AM No. 26-037** Confirmation of Reappointments of Board and Commission Members

Department: Executive

5. **AM No. 26-038** Approval of the 8th Amendment to the Council Rules of Procedure

Council Memo
Attachment A: Questions Matrix
Attachment B: Council Rules of Procedure 8th Amendment

6. **AM No. 26-039** Acceptance of a Washington State Department of Ecology Grant Award, in the Amount of $1,500,000, for the Purchase of an Electric Fire Engine

Department: Fire

Attachment A: Ecology Grant Application (2026)
Attachment B: Ecology Grant 2 Narratives
Attachment C: Fleet List
Attachment D: Community Engagement
Attachment E: Budget

7. **AM No. 26-040** Approval of Final Contract with Active Construction Incorporated, in the Amount of $1,806,230.82, and Acceptance of Construction for the 10000 Avondale Erosion Control Project

Department: Public Works

Attachment A: 10000 Avondale Erosion Control Project Information Sheet
Attachment B: Additional Project Information

Legislative History

3/3/26	Committee of the Whole - Planning and Public Works	referred to the City Council

8. **AM No. 26-041** Approval of the Final Contract with Rodarte Construction, Inc. of Auburn, WA, in the Amount of $899,199, and Acceptance of Construction for the Hardscape Project - Grass Lawn Park Parking Lot Project

Department: Public Works

Attachment A: Hardscape Project Grass Lawn Parking Lot Project Information Sheet
Attachment B: Additional Project Information

Legislative History

3/3/26 Committee of the Whole - Planning and Public Works referred to the City Council

9. **AM No. 26-042** Approval of a Consultant Agreement with OTAK, in the Amount of $207,958, for the Connection to King County Wastewater System - Avondale Way

Department: Public Works

Attachment A: Project Information Sheet
Attachment B: Consultant Contract

Legislative History

3/3/26 Committee of the Whole - Planning and Public Works referred to the City Council

10. **AM No. 26-043** Approval of a Consultant Agreement with Toole Design for Engineering Services for the 148th Ave Safety Corridor Project in an Amount Not to Exceed $300,000

Department: Planning and Community Development

Attachment A: Grant Award Letter
Attachment B: Draft Consultant Agreement

Legislative History

3/3/26 Committee of the Whole - Planning and Public Works referred to the City Council

11. **AM No. 26-044** Approval of UKG Pro Extension, in the Amount of $225,000, for Additional Launch Support

Department: Technology and Information Services/Human Resources

Attachment A: UKG Service Request Order
Attachment B: Original UKG Pro Statement of Work

Legislative History

3/10/26	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

12. **AM No. 26-045** Award of Construction Contract to Equity Builders, LLC., in the Amount of $2,009,390, and Approval of a Consultant Services Agreement Supplement 1 with BHC Consultants, in the Amount of $240,000, and Increase the Total Funding for the Wastewater Lift Station Equipment Upgrades Phase 2 Project

Department: Public Works

Attachment A: Lift Station Equipment Upgrades Ph 2 Project Information Sheet
Attachment B: Additional Project Information
Attachment C: BHC Consultant Supplemental Agreement 1

Legislative History

3/3/26	Committee of the Whole - Planning and Public Works	referred to the City Council

13. **AM No. 26-046** Adoption of an Ordinance for the 2025-2026 Budget Adjustment #5

a. Ordinance No. 3250: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3196, 3215, 3224, 3229, and 3236, by Making Adjustments to the City's 2025-2026 Biennial Budget, in Exhibit 1

Department: Finance

Attachment A: Ordinance 2025-2026 Budget Adjustment #5
Exhibit 1: Summary of 2025-2026 Budget Adjustment #5
Attachment B: Teen Center Building Demo Project Information Sheet

Legislative History

3/10/26	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

14. **AM No. 26-047** Adoption of a Capital Project Bond Debt Redemption Resolution

a. Resolution No. 1623: A Resolution of the City Council of the City of Redmond, Washington, Calling Certain Outstanding Limited Tax General Obligation Bonds for Redemption Prior to Maturity; and Approving Other Matters Related Thereto

Department: Finance

Attachment A: Redemption Resolution

Legislative History

3/10/26	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

15. **AM No. 26-048** Adoption of a Capital Project Bond Reimbursement Resolution

a. Resolution No. 1624: A Resolution of the City of Redmond, Washington, Declaring Its Intent that Certain Capital Expenditures to be Made Shall be Reimbursed from the Proceeds of Tax-Exempt Bonds or Other Obligations

Department: Finance

Attachment A: Reimbursement Resolution

Legislative History

3/10/26	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Public Hearing") or for the remote comment registration form.

1. **AM No. 26-049** Approval of the R22 Overlake Consolidated Land Use Application - Quasi-Judicial

a. Ordinance No. 3251: An Ordinance of the City of Redmond, Washington, Adopting the Technical Committee's Recommendation to Approve the R22 Master Planned Development, Development Agreement, Phase 1 Site Plan Entitlement, Phase 2 Site Plan Entitlement, and Binding Site Plan (LAND-2025-00049, LAND-2025-00050, LAND-2025-00051, LAND-2025-00052, & LAND-2025-00091), and Establishing an Effective Date

b. Resolution No. 1625: A Resolution of the City Council of the City of Redmond, Washington, Approving a Development Agreement for a Site Owned by American Capital Group Located at Parcel No. 0673100010

Department: Planning and Community Development

Attachment A: Technical Committee Report
Attachment B: Draft Development Agreement
Attachment C: City Council Issues Matrix
Attachment D: Ordinance Approving Type V Application
Attachment E: Resolution Authorizing DA Execution

Legislative History

2/3/26	Committee of the Whole - Planning and Public Works	referred to the City Council Study Session
2/24/26	City Council	referred to the City Council

B. Reports

1. Staff Reports

a. **AM No. 26-050** Fourth Quarter 2025 Financial Report

Department: Finance

Attachment A: Presentation

2. Ombudsperson Report

February: Councilmember Forsythe
March: Councilmember Stuart

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. **AM No. 26-051** Adoption of a Welcoming Resolution

1. Resolution No. 1626: Expansion and Implementation of Redmond's Welcoming Resolution, Enhancing Our Commitment to Community and the U.S. Constitution

Council Memo
Attachment A: Welcoming Resolution 2026

VII. EXECUTIVE SESSION

VIII. 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

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. SPC 26-022
Type: Minutes

Approval of the Minutes: March 3, 2026, Regular Meeting and February 26, 2026, Special Meeting (recording for the regular meeting is available at Redmond.gov/rctv)

CALL TO ORDER

A Special Meeting of the Redmond City Council was held on February 26, 2026, at 6 p.m. The meeting was held at Redmond City Hall in the Council Conference Room.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Councilmembers present and establishing a quorum were: Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart.

COUNCIL RETREAT PART 2

Members of the Council and Mayor Birney reviewed Council and executive policies; priorities and budget outlook for the upcoming biennium; updates on current projects; and projects for upcoming biennium.

ADJOURNMENT

The meeting adjourned at 8 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: March 17, 2026

DRAFT

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart

Absent: Councilmember Forsythe

MOTION: Councilmember Stuart moved to excuse Councilmember Forsythe from the meeting. The motion was seconded by Councilmember Prakryia.

VOTE: The motion to excuse passed without objection (6-0).

SPECIAL ORDERS OF THE DAY:

A. PRESENTATION: Bellwether's Prisma Project

Mindy Black and Bryan Yim from Bellwether Housing provided a presentation and responded to Councilmember inquiries.

B. City of Redmond Automated License Reader Statement

Mayor Birney read a statement regarding the Automated License Plate Readers.

ITEMS FROM THE AUDIENCE

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Erin Hamilton – mental health crisis and issues finding treatment;
- Linda Seltzer – Zoning Code amendment process and displacing residents when buildings are torn down;
- Wolfe Adriatico – Teen Center event costs and the auctioning of music equipment;
- David Morton – requesting PFAS testing at the DTG site;
- Amanda Hagen – Old Firehouse Teen Center closure;
- Max Ruhlman – music groups that have played at the Old Firehouse Teen Center; and

DRAFT

- David Pashute (written comment) – support for terminating the Flock contract.

CONSENT AGENDA

MOTION: Councilmember Nuevacamina moved to approve the Consent Agenda. The motion was seconded by Councilmember Kritzer.

VOTE: The motion to approve the Consent Agenda passed without objection (6-0).

1. Approval of the Minutes: February 17, 2026, Regular Meeting and January 31, 2026, Special Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

#188990 through #188992
#199147 through #199151
#1938 through #1938

$15,380.89

#16793 through #17072

$2,151,354.76

3. AM No. 26-029: Adoption of the 2027-2028 Council Budget Calendar

4. AM No. 26-030: Adoption of the 2025 King County Regional Hazard Mitigation Plan and Redmond Annex Update

5. AM No. 26-031: Acceptance of the Department of Commerce Climate Planning Grant Award to Support Climate Planning and Resilience Projects, in the Amount of $359,558

6. AM No. 26-032: Approval of a Consultant Agreement with BHC, in the Amount of $1,200,000, for the Viewpoint AC Watermain Replacement Project and Increase the Total Funding for this Project

7. AM No. 26-033: Approval of a Consultant Agreement with KPFF Consulting Engineers, in the amount of $1,100,000, for the SE Redmond Park Project

8. AM No. 26-034: Authorize the Mayor to Sign a Contract with King County for the Parks Property Tax Levy Agreement

9. AM No. 26-035: Approval of the Washington Traffic Safety Commission Interagency Agreement - Target Zero

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Ombudsperson Reports:

Councilmember Stuart reported receiving resident contacts regarding: Council Conversations; wheelchair accessibility; blocking bicycle lanes; high speeds on the Sammamish River Trail; Redmond Pool; Police Technology; Zoning amendments; fencing; speeding; Bellwether groundbreaking; and Women's History Month.

Councilmember Kritzer reported receiving resident contacts regarding: power outage; FLOCK cameras; tenant protections; regional fire authority; education needs; growth management planning; Comprehensive Plan docket development; Lunar New Year celebration; child care facility ribbon cutting; and a MAPS event.

Councilmember Soni reported receiving resident contacts regarding: affordable housing; Bellwether Housing groundbreaking; Lunar New Year celebration; Primrose School; playgrounds; MAPS event; Council retreat; FLOCK cameras; mental health; ARCH; youth engagement; and ARCH Governmental Affairs.

Councilmember Prakriya reported receiving resident contacts regarding: career day panel; ALPR technology; and immigrant community.

Councilmember Nuevacamina reported receiving resident contacts regarding: ALPR; sidewalks; Iranian and Israeli communities; Regional Fire Authority; Bellwether Housing groundbreaking; Women's Leadership Conference; YMCA Bellevue fund kickoff; Cascadia College Foundation fundraiser; Council retreat part 2; and the upcoming Council Conversations.

Committee Reports:

Councilmember Kritzer provided a committee report:

- Lodging Tax Advisory Committee.

Councilmember Soni provided a committee report:

- Committee of the Whole - Parks and Environmental Sustainability.

Councilmember Prakriya provided a committee report:

- Tenant Protections Subcommittee.

Councilmember Nuevacamina provided a committee report:

- Committee of the Whole – Planning and Public Works.

Councilmember Stuart provided committee reports:

- OneRedmond Government Affairs;
- Puget Sound Regional Council Executive Board; and
- Sound Cities Association Public Issues Committee;

Mayor Birney spoke regarding Puget Sound Regional Council; Cascade Water Alliance; Sound Transit Link Light Rail; Bus Rapid Transit Stride Line; Sound Transit 3 line; and bonding bill.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 8:06 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: March 17, 2026

DRAFT

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. SPC 26-023
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

Docusign Envelope ID: A97575C9-4A08-4078-80F8-C2BFFDFC5EE3

City of Redmond
Payroll Check Approval Register
Pay period: 2/1 - 2/15/2026
Check Date: 02/25/2026

Check Total:	$	42,860.87
Direct Deposit Total:	$	3,059,738.25
Wires & Electronic Funds Transfers:	$	1,860,993.75
Grand Total:	$	4,963,592.87

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **189007** through **200729** ,
Direct deposits numbered **199941** through **200729** , and
Electronic Fund transfers **1945** through **1949**
are approved for payment in the amount of **$4,963,592.87**
on this **25th day of February 2026.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 2/1 - 2/15/2026
Check Date: 02/25/2026

Total Checks and Direct deposit:	$	4,382,339.04
Wire Wilmington Trust RICS (MEBT):	$	581,253.83
Grand Total:	$	4,963,592.87

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:
Catheryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Docusign Envelope ID: 6A132140-1D19-4D4C-82AE-4A04993AC013

City of Redmond
Payroll Check Approval Register
Pay period: 2/1 - 2/28/2026
Check Date: 2/27/2026

Check Total:	$ -
Direct Deposit Total:	$ 9,935.72
Wires & Electronic Funds Transfers:	$ 7,324.53
Grand Total:	$ 17,260.25

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **200730** through **200736**,
Direct deposits numbe **1939** through & **1950**, and
Electronic Fund transfe
are approved for payment in the amount of **$17,260.25**
on this **27th day of February 2026.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 2/1 - 2/28/2026
Check Date: 2/27/2026

Total Checks and Direct deposit:	$ 11,645.41
Wire Wilmington Trust RICS (MEBT):	$ 5,614.84
Grand Total:	$ 17,260.25

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Docusign Envelope ID: 2AA4B87D-3586-4BE6-B4F1-54B35FA0D56B

City of Redmond
Payroll Check Approval Register
Pay period: 2/16 - 2/28/2026
Check Date: 03/10/2026

Check Total:	$	23,552.10
Direct Deposit Total:	$	3,009,748.90
Wires & Electronic Funds Transfers:	$	1,774,321.96
Grand Total:	$	4,807,622.96

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **189025** through **189035** ,
Direct deposits numbered **200738** through **201527** , and
Electronic Fund transfers **1951** through **1955**
are approved for payment in the amount of **$4,807,622.96**
on this **10th day of March 2026.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 2/16 - 2/28/2026
Check Date: 03/10/2026

Total Checks and Direct deposit:	$	4,246,961.86
Wire Wilmington Trust RICS (MEBT):	$	560,661.10
Grand Total:	$	4,807,622.96

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:
Catheryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Docusign Envelope ID: 6D342F2A-AA4C-4358-90A3-F31D078F6E4B

I, Deputy Finance Director, do hereby certify to the City Council, that the checks for the month of February and March are true and correct to the best of my knowledge.

Signed by:
HARITHA NARRA
D4B4F54F8E86438...

Haritha Narra, Deputy Finance Director, on Behalf of
Kelley Cochran, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 17073 through 17356, and Wire Transfers are approved for payment in the amount of $458,216.64. This 17th day of March 2026.

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-036
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166

DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:
Approval of the Reappointment of Lodging Tax Advisory Committee Members

OVERVIEW STATEMENT:
The following Lodging Tax Advisory Committee Member terms will expire on March 31, 2026:

Nate Moore - Hotelier Position 1
Nancy Heard - Non-Hotelier Position 1
George Manojlovic - Non-Hotelier Position 3

These committee members are eligible for reappointment and have expressed a desire to be reappointed for another term to continue their work.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  RMC 4.37.010.B: Lodging Tax Advisory Committee members are appointed by the City Council.
- **Council Request:**
  N/A
- **Other Key Facts:**

N/A

OUTCOMES:
If reappointed, the Committee Members would serve until the term expiration dates listed below:

Lodging Tax Advisory Committee

Nate Moore	New Term to Expire March 31, 2030
Nancy Heard	New Term to Expire March 31, 2030
George Manojlovic	New Term to Expire March 31, 2030

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:
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: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

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

Time Constraints:
The Committee Member's current terms will expire on March 31, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
We would need to initiate recruitment efforts to fill these seats.

ATTACHMENTS:
None.

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-037
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166

DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:
Confirmation of Reappointments of Board and Commission Members

OVERVIEW STATEMENT:
Reappointments

The following Board and Commission Member terms will expire on March 31, 2026:

Arts and Culture Commissioner Viktoriya Leyfman-Frenkel
Library Board Member Alice Zeng
Planning Commissioners Adam Coleman and Jeannine Woodyear

These commissioners are eligible for reappointment and have expressed a desire to be reappointed for another term to continue their work. They are valuable members of their respective boards and commissions and are recommended for reappointment.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  Council confirmation is required for these Board and Commission Member mayoral appointments.
  RMC: 4.15.010(A), 4.35.010(A), 4.43.050

- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
The Board and Commission Members would serve until the term expiration dates listed below:

Arts and Culture Commission

Viktoriya Leyfman-Frenkel	New Term to Expire March 31, 2029

Library Board of Trustees

Alice Zeng	New Term to Expire March 31, 2029

Planning Commission

Adam Coleman	New Term to Expire March 31, 2030
Jeannine Woodyear	New Term to Expire March 31, 2030

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:
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: ☐ **Yes** ☐ **No** ☒ **N/A**

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

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

Time Constraints:
The current Board and Commission member terms will expire on March 31, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
Recruitment efforts would need to be initiated.

ATTACHMENTS:
None.

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-038
Type: Consent Item

Approval of the 8th Amendment to the Council Rules of Procedure

TO: Members of the City Council
FROM: Councilmembers Stuart, Nuevacamina, and Kritzer

ASSISTING DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk

TITLE:

Approval of the 8th Amendment to the Council Rules of Procedure

OVERVIEW STATEMENT:
Per Council direction in December 2025, Councilmembers Stuart, Nuevacamina, and Kritzer worked with the Clerk's office to prepare amendments to the rules of procedure on selected topics. The approved topics included issues of attendance, subcommittee management, and procedures for filling Council vacancies.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Council Rules of Procedure
- **Required:**
  Council approval is required to amend the Council Rules of Procedure
- **Council Request:**
  December 9, 2025 study session – Council Talk Time
- **Other Key Facts:**
  At the February 24, 2026 study session, Council reviewed a matrix of the proposed changes. The decisions made during that conversation are reflected in the attached and updated matrix. Council gave direction at the March 3, 2026 Committee of the Whole meeting to advance issue items 1-6 to consent. Additional proposed updates, including those proposed on the matrix can be revisited at a later date.

OUTCOMES:
The intent of these amendments is to integrate improvements to Council management and accountability, including the subcommittee management which Council provided direction for at its February 2025 retreat.

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:
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: ☐ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/10/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
2/24/2026	Study Session	Provide Direction
3/3/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

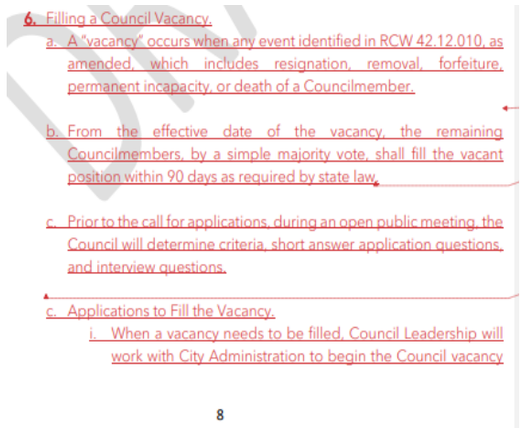
Date	Meeting	Requested Action

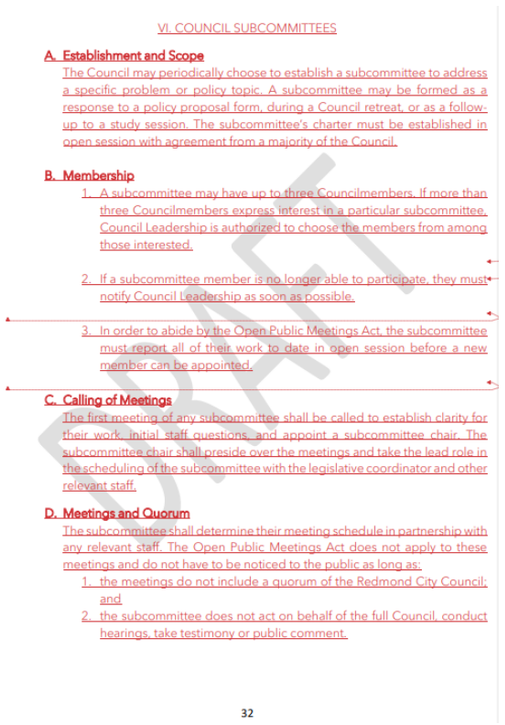
N/A	None proposed at this time	N/A

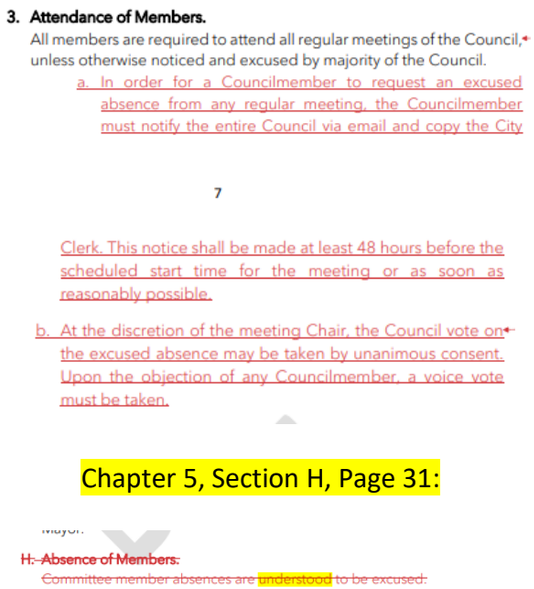
Time Constraints:
N/A

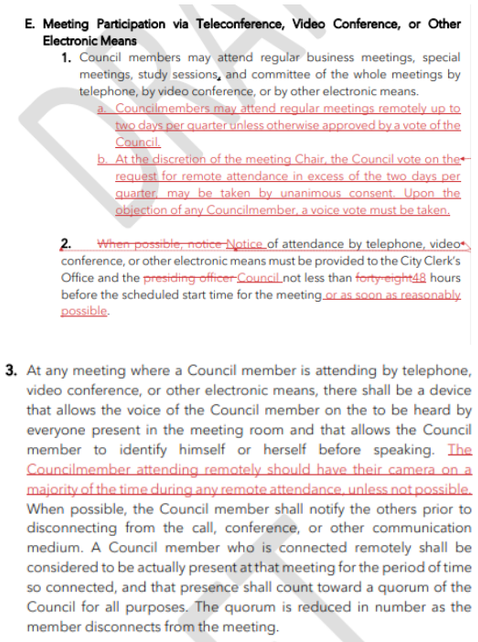
ANTICIPATED RESULT IF NOT APPROVED:
N/A

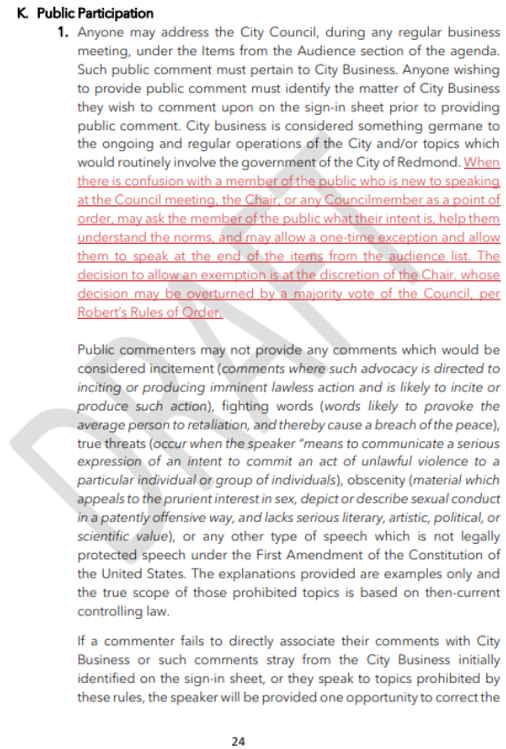
ATTACHMENTS:
Attachment A: Matrix
Attachment B: 8th Amendment to the Council Rules of Procedure

Draft 8th Amendment | Redmond City Council Rules of Procedure | March 3Next conversation: March 3, 2026~~ Study Session~~					
Item	Topic	Reasons for Change	Snapshot	Questions	Decisions
1	Vacancy Process	• Reflect on how we recently addressed a Council vacancy and document rules of procedure for future vacancies • The proposed rules are a starting point for discussion and are expected to change after study session	Chapter 3, Section A (Subsection 6), Pages 8-11:  6. Filling a Council Vacancy. a. A "vacancy" occurs when any event identified in RCW 42.12.010, as amended, which includes resignation, removal, forfeiture, permanent incapacity, or death of a Councilmember. b. From the effective date of the vacancy, the remaining Councilmembers, by a simple majority vote, shall fill the vacant position within 90 days as required by state law. c. Prior to the call for applications, during an open public meeting, the Council will determine criteria, short answer application questions, and interview questions. c. Applications to Fill the Vacancy. i. When a vacancy needs to be filled, Council Leadership will work with City Administration to begin the Council vacancy 8	Discussion questions: • What worked well in the recent process? • What did we learn through the recent process that we'd like to integrate for the future? • What would we like to change about the process for next time? Council Questions: • Soni: Can we include the blind review of applications into the rules? • Forsythe: Section f states that an appointed Councilmember needs to vacate any other elected office. Is that true? ○ Answer: Only for other positions at the city, such as a commissioner who is appointed to the Council.	Feb 24 Study Session: • Add guidance regarding informational meetings with potential candidates; including the intent to refrain from those conversations once the application window has closed. Encourage participation in any official information sessions. • State preference for Council to receive applications in one batch following the close of the application window and conclusion of the residency verification process. • After consultation with staff, add a suggested minimum number of processing days between the close of applications and the intended delivery of application materials to Council. Allow the time needed for staff processing. • Change the language regarding vacating other public roles at the city to match state language. • Add a second voting option to suggest that rank choice voting also be considered. • Amend the number of applicants advancing to an interview to "the lesser of 1/3 or approximately 10 applicants."

2	Council Subcommittees	• Integrate the agreements made by Council last year about Council Subcommittees • Prepare everyone to participate with a common understanding of how they function.	Chapter 6, Sections A-F, Pages 32-33:  VI. COUNCIL SUBCOMMITTEES **A. Establishment and Scope** The Council may periodically choose to establish a subcommittee to address a specific problem or policy topic. A subcommittee may be formed as a response to a policy proposal form, during a Council retreat, or as a follow-up to a study session. The subcommittee's charter must be established in open session with agreement from a majority of the Council. **B. Membership** 1. A subcommittee may have up to three Councilmembers. If more than three Councilmembers express interest in a particular subcommittee, Council Leadership is authorized to choose the members from among those interested. 2. If a subcommittee member is no longer able to participate, they must notify Council Leadership as soon as possible. 3. In order to abide by the Open Public Meetings Act, the subcommittee must report all of their work to date in open session before a new member can be appointed. **C. Calling of Meetings** The first meeting of any subcommittee shall be called to establish clarity for their work, initial staff questions, and appoint a subcommittee chair. The subcommittee chair shall preside over the meetings and take the lead role in the scheduling of the subcommittee with the legislative coordinator and other relevant staff. **D. Meetings and Quorum** The subcommittee shall determine their meeting schedule in partnership with any relevant staff. The Open Public Meetings Act does not apply to these meetings and do not have to be noticed to the public as long as: 1. the meetings do not include a quorum of the Redmond City Council; and 2. the subcommittee does not act on behalf of the full Council, conduct hearings, take testimony or public comment. 32 DRAFT	Discussion questions: • When do you propose a subcommittee vs just collaborating with less than a quorum of councilmembers on an issue? • Should there be a limit to the number of subcommittees?	Feb 24 Study Session: • Fix typo in section D part 2: "fulfil" → "fulfill" • Add language to section D that indicates that the subcommittee should conclude its charter and be sunset upon agreement by the Council.

3	Clarify how to request and receive an excused absence	• Update the process to request and be granted an excused absence. • Adhere to shared agreements on communication and respect for our time • Have one uniform way to notify the team about absences for all meetings • Avoid last minute quorum concerns by staff and Council • Align rules of procedure and our practices on absences with state law and Redmond Municipal Code	Chapter 3, Section A (Sub. 3), Page 7-8:  3. **Attendance of Members.** All members are required to attend all regular meetings of the Council, unless otherwise noticed and excused by majority of the Council. a. In order for a Councilmember to request an excused absence from any regular meeting, the Councilmember must notify the entire Council via email and copy the City 7 Clerk. This notice shall be made at least 48 hours before the scheduled start time for the meeting or as soon as reasonably possible. b. At the discretion of the meeting Chair, the Council vote on the excused absence may be taken by unanimous consent. Upon the objection of any Councilmember, a voice vote must be taken. Chapter 5, Section H, Page 31: H. ~~Absence of Members.~~ ~~Committee member absences are understood to be excused.~~	Council Questions: • Forsythe: Why are we removing the committee rule that “all absences are understood to be excused”? ○ Answer: The Clerk informed us that per our code (RMC 2.08.010) and state law Business Meetings, Study Sessions, and Committee of the Whole are all considered “regular meetings”. Therefore, to set standard expectations, we recommend having one process that applies to all types of regular meetings.	Feb 24 Study Session: • Add mayor and COO to communications regarding planned absences or remote attendance •

4	Expectations for Remote Participation	• Confirm our intent to be a present and accountable Council, while also allowing for remote participation to be a resource when we need it • Deliver a high quality of service to our community by having an in-person presence as much as possible • Acknowledge that remote participation options have greatly improved since 2020 and that it is a strong accommodation when needed	Chapter 4, Section E, page 14:  **E. Meeting Participation via Teleconference, Video Conference, or Other Electronic Means** **1.** Council members may attend regular business meetings, special meetings, study sessions, and committee of the whole meetings by telephone, by video conference, or by other electronic means. a. Councilmembers may attend regular meetings remotely up to two days per quarter unless otherwise approved by a vote of the Council. b. At the discretion of the meeting Chair, the Council vote on the request for remote attendance in excess of the two days per quarter may be taken by unanimous consent. Upon the objection of any Councilmember, a voice vote must be taken. **2.** ~~When possible, notice~~ Notice of attendance by telephone, video conference, or other electronic means must be provided to the City Clerk's Office and the ~~presiding officer~~ Council not less than ~~forty-eight~~48 hours before the scheduled start time for the meeting or as soon as reasonably possible. **3.** At any meeting where a Council member is attending by telephone, video conference, or other electronic means, there shall be a device that allows the voice of the Council member on the to be heard by everyone present in the meeting room and that allows the Council member to identify himself or herself before speaking. The Councilmember attending remotely should have their camera on a majority of the time during any remote attendance, unless not possible. When possible, the Council member shall notify the others prior to disconnecting from the call, conference, or other communication medium. A Council member who is connected remotely shall be considered to be actually present at that meeting for the period of time so connected, and that presence shall count toward a quorum of the Council for all purposes. The quorum is reduced in number as the member disconnects from the meeting.	Questions from Councilmembers: • Forsythe: Is two days a quarter too limiting? What if circumstances arise out of our control, like getting sick? ○ Answer: These rule changes provide for councilmembers to request exceptions and has no limits on exceptions as long as it is approved by Council. It also includes notification being "as soon as reasonably possible" to allow for emergency situations.	Feb 24 Study Session: • Add mayor and COO to communications regarding planned absences or remote attendance • Change suggestion from 2 to 3 remote participations per quarter • Amend the camera suggestion to emphasize that cameras should especially be utilized during voting and when the remote participant is speaking. • Removed gendered language in section 3

5	Items from the Audience: Welcoming first time testimony	• Following a couple of incidents in late 2025, the Clerk suggests the following solution in order to create a more welcoming experience for first time users of Items from the Audience • Allows us to address when the process is unclear for first time commenters and provide flexibility to ensure they can still speak to Council • Maintains standard procedures for other commenters that support fair and equal access to Public Comment time, while allowing for grace for new commenters	Chapter 4, Section K, Pages 24-26 and Section F (Subsection C), page 17:  **K. Public Participation** **1.** Anyone may address the City Council, during any regular business meeting, under the Items from the Audience section of the agenda. Such public comment must pertain to City Business. Anyone wishing to provide public comment must identify the matter of City Business they wish to comment upon on the sign-in sheet prior to providing public comment. City business is considered something germane to the ongoing and regular operations of the City and/or topics which would routinely involve the government of the City of Redmond. When there is confusion with a member of the public who is new to speaking at the Council meeting, the Chair, or any Councilmember as a point of order, may ask the member of the public what their intent is, help them understand the norms, and may allow a one-time exception and allow them to speak at the end of the items from the audience list. The decision to allow an exemption is at the discretion of the Chair, whose decision may be overturned by a majority vote of the Council, per Robert's Rules of Order. Public commenters may not provide any comments which would be considered incitement (*comments where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action*), fighting words (*words likely to provoke the average person to retaliation, and thereby cause a breach of the peace*), true threats (*occur when the speaker "means to communicate a serious expression of an intent to commit an act of unlawful violence to a particular individual or group of individuals*), obscenity (*material which appeals to the prurient interest in sex, depict or describe sexual conduct in a patently offensive way, and lacks serious literary, artistic, political, or scientific value*), or any other type of speech which is not legally protected speech under the First Amendment of the Constitution of the United States. The explanations provided are examples only and the true scope of those prohibited topics is based on then-current controlling law. If a commenter fails to directly associate their comments with City Business or such comments stray from the City Business initially identified on the sign-in sheet, or they speak to topics prohibited by these rules, the speaker will be provided one opportunity to correct the 24	Questions from Councilmembers: • Parsi: Will this change discourage people from speaking to the Council? ○ Answer: The goal of this change is to make it less intimidating for new people to speak to the Council. Items from the Audience is just one of many ways that community members can speak with the Council. This suggested change is designed to better accommodate first-time commenters who might not be familiar with the process. For example, when multiple speakers intend to share time. There is also a Public Meetings Participation Guide on Redmond.gov/Council .	Feb 24 Study Session: • This amendment will not advance.

6	Citation Fix: Recodification	• The City Attorney suggested that we list an updated RCW in our rules, which changed this year. • Change **RCW 42.17A.555** to **RCW 29B.45.010** to reflect a legislative recodification effective 1/1/26 • There are no substantive changes to the rule. • These are not included in the redlined copy provided for the study session on 2/24, but can be added in the package for adoption with Council direction	Chapter 4, Section K, Subsection 5, Page 26: 5. **General Prohibition on Use of Public Facilities.** RCW 42.17A.555 prohibits the use of facilities of a public office to support or oppose a ballot measure or an election campaign for public office. This provision applies to all units of local government and their officials and employees. The term "public facilities" is defined to include the use of stationery, postage, equipment, use of employees during working hours, vehicles, office space, publications of the office, or lists of persons served by the local government. This prohibition means that elective or appointed personnel of local governments may not work to support or oppose a ballot proposition during work time or allow public facilities to be used for that purpose. This provision *Note: RCW 42.17A.555 does not restrict the right of an individual, whether that person is an elective or appointed public official or a public employee, to express his or her personal views supporting or opposing a ballot proposition so long as that expression does not involve using public facilities. This means that elected officials and appointed staff may campaign on their own time, using their own supplies and equipment, for or against a ballot proposition by preparing brochures, mailings, doorbelling, and other such activities.		Feb 24 Study Session: • This amendment will advance.

7	Terms	• Discuss possible deliberation on term limits	Chapter 3, Section A, Subsection 2, Page 7 **2. Terms of Members.** Officers shall be elected at biennial municipal elections to be conducted as provided in chapter 35A.29 RCW. The Mayor and the Councilmembers shall be elected for four-year terms of office and until their successors are elected and qualified and assume office in accordance with RCW 29A.60.280. At any first election upon reorganization, Councilmembers shall be elected as provided in RCW 35A.02.050. Thereafter the requisite number of Councilmembers shall be elected biennially as the terms of their predecessors expire and shall serve for terms of four years. The positions to be filled on the City Council shall be designated by consecutive numbers and shall be dealt with as separate offices for all election purposes. Election to positions on the Council shall be by majority vote from the City at large, unless provision is made by charter or ordinance for election by wards. The Mayor and Councilmembers shall qualify by taking an oath or affirmation of office and as may be provided by law, charter, or ordinance.	Questions for consideration: • Forsythe: Would we like to consider a three term limit for Redmond City Council Members?	
8	Items from the Audience	• Evaluate performance of one of our most recent rule changes • Revisit questions on violations of our rules	Chapter 4, Section L, Subsections 3-5, Page 29 days after the termination of the exclusion period, an additional exclusion from future attendance at meetings may be issued for up to 180 calendar days. **e.** The length of the period of any exclusion may depend upon the seriousness of the disruption, the number of disruptions, and the individual's prior record with conduct at meetings. **f.** When excluded from future public comment periods, or from future attendance at meetings, he excluded individual may submit written comments to the City Clerk for distribution to the Council at future public comment periods. **4.** Any decision to issue a warning or impose a sanction or exclusion for disruptive activity may be overruled by a majority vote of those council members in attendance either at the meeting where the disruption takes place or at the next regularly scheduled City Council business meeting. **5.** Any individual excluded from participation in future public comment periods or from attendance at future meetings for a period of more than two calendar days may appeal the exclusion by submitting a written appeal to the City Council within five business days after receiving notice of the exclusion. Upon receipt of a written appeal, the City Council shall consider the appeal at its next regularly scheduled business meeting. The individual's exclusion from public comment periods or from attendance at meetings shall remain in effect during the Council's consideration of the appeal.	Questions for consideration: • Forsythe: Is there interest in an exclusion period beyond 180 days? Do we need an additional step in this process? Should appeals be made to the Council or the Clerk?	

9	Committees of the Whole	• Revisit committee structure	Chapter 5, Page 30 V. COMMITTEE OF THE WHOLE A. **Establishment and Scope.** Committee of the Whole ("Committee") is hereby established as regular meetings of the Council with the purpose of studying matters of Parks and Environmental Sustainability; Planning and Public Works; Public Safety and Human Services; and Finance, Administration, and Communications, as codified in RCW 2.08 and 2.32. B. **Membership.** Committee of the Whole shall consist of the Members of the City Council. C. **Calling of Meetings.** Committee of the Whole meetings are regularly held per RMC 2.08. Special meetings of the Committee of the Whole may be called by the Mayor or three Council members, and shall follow the noticing procedures for special meetings provided for in RCW 42.30.080. No final action shall be taken in special meetings of Committee of the Whole. Committee of the Whole meetings shall be presided over by a designated member(s) of the Council, as selected by the Council President and confirmed by a majority vote of the Council at a regular business meeting, such designation(s) to occur every other year in January following a regular election.	Questions for consideration: • Forsythe: Consider moving away from committee of the whole structure and returning to committees with assigned liaisons? • Forsythe: Should committee workplans be due in the first meeting or the first quarter? • Forsythe: Where are committee of the whole meeting summaries currently published. ○ Answer: On the Meetings Calendar, just like business meeting minutes.	
10	Duties of the Vice President	• Integrate current practices	Appendix C, Section H H. DUTIES OF THE COUNCIL VICE PRESIDENT • **Assistance.** Assist the Council President in the execution of their duties as requested. • **Alternate Presiding Officer.** Serve as Presiding Officer in the absence of the Council President. • **Alternate Mayor Pro-Tem.** Serve in the absence of both the Mayor and Council President as Mayor Pro-Tem.	Questions for consideration: • Forsythe: Do we want to enhance this section to reflect recent work? Should we codify the lead responsibility for the VP to committee meetings when a COW chair is unavailable?	
11	Various small changes	• Integrate the following small changes	Page 10: "a random lot" → "a random lottery" Page 29: "meetings, he excluded individual" → "meetings, the excluded individual"		

REDMOND CITY COUNCIL



RULES OF PROCEDURE

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PREFACE

The City of Redmond is a non-charter code City governed by RCW 35A.12 and the Redmond Code of Ordinances. The Council of any Code City organized under the Mayor-Council plan of government provided in this chapter shall have the powers and authority granted to the legislative bodies of cities governed by this title, as more particularly described in Chapter 35A.11 RCW. The following Rules of Procedure are adopted for the sole benefit of the Members of the City Council in order to assist in the orderly conduct of Council business, to ensure their presence at all times during business meetings and are enforceable only by the Members of the Council themselves. The City Council's failure to adhere to or otherwise follow these rules shall not result in any liability to the City, its officers, employees or agents, and shall not result in the invalidation of any Council act. The City Council may, implicitly or by majority vote, determine to temporarily waive any of the provisions herein. Council action taken in disregard of or nonconformity with these rules shall be construed as an implicit waiver thereof.

REVISIONS

November 21, 2017	Amendment No. 1, passed by Resolution No. 1485
March 27, 2018	Amendment No. 2, passed by AM No. 18-046
July 21, 2020	Amendment No. 3, passed by AM No. 20-095
December 8, 2020	Amendment No. 4, passed by AM No. 20-170, Effective January 1, 2021
November 16, 2021	Amendment No. 5, passed by AM No. 21-170, Effective January 1, 2022
September 19, 2023	Amendment No. 6, passed by AM No. 23-129
May 7, 2024	Amendment No. 7, passed by AM No. 24-064
(DATE)	Amendment No. 8

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I. SCOPE

A. Name.

The name of the body subject to this Rules of Procedure document is the Redmond City Council.

B. Purpose.

The members of the City Council shall establish rules for its proceedings. The order of procedure and business herein contained shall govern deliberations and meetings of the City Council except as the same may be in conflict with Chapter 35A.12 RCW.

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II. PARLIAMENTARY AUTHORITY

A. Robert's Rules of Order Newly Revised.

Robert's Rules of Order, Revised, shall govern the deliberations of the Council, except when in conflict with any of the foregoing rules.

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III. MEMBERS AND OFFICERS

A. Members.

1. **Eligibility to Hold Office**.

   No person shall be eligible to hold elective office under the Mayor-Council plan of government unless the person is a registered voter of the City at the time of filing his or her declaration of candidacy and has been a resident of the City for a period of at least one year next preceding his or her election. Residence and voting within the limits of any territory which has been included in, annexed to, or consolidated with such City is construed to have been residence within the City. A Mayor or Council-member shall hold within the City government no other public office or employment except as permitted under the provisions of Chapter 42.23 RCW. *(RCW 35A.12.030)*

2. **Terms of Members**.

   Officers shall be elected at biennial municipal elections to be conducted as provided in chapter 35A.29 RCW. The Mayor and the Councilmembers shall be elected for four-year terms of office and until their successors are elected and qualified and assume office in accordance with RCW 29A.60.280. At any first election upon reorganization, Councilmembers shall be elected as provided in RCW 35A.02.050. Thereafter the requisite number of Councilmembers shall be elected biennially as the terms of their predecessors expire and shall serve for terms of four years. The positions to be filled on the City Council shall be designated by consecutive numbers and shall be dealt with as separate offices for all election purposes. Election to positions on the Council shall be by majority vote from the City at large, unless provision is made by charter or ordinance for election by wards. The Mayor and Councilmembers shall qualify by taking an oath or affirmation of office and as may be provided by law, charter, or ordinance.

3. **Attendance of Members.**

   All members are required to attend all regular meetings of the Council, unless otherwise noticed and excused by majority of the Council.

   a. In order for a Councilmember to request an excused absence from any regular meeting, the Councilmember must notify the entire Council of the absence via email and

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copy the Mayor, Chief Operating Officer and the City Clerk. This notice shall be made at least 48 hours before the scheduled start time for the meeting or as soon as reasonably possible.

b. A majority vote is required to excuse the Councilmember absence. At the discretion of the meeting Chair, the Council vote on the excused absence may be taken by unanimous consent or voice vote. If there is an objection from any Councilmember to unanimous consent, a voice vote must be taken. The meeting minutes will note whether the absence was excused or unexcused.

4. Vacancies.
The office of Council member shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of Mayor or in the Council shall be filled as provided in chapter 42.12 RCW. An incumbent Council member is eligible to be appointed to fill a vacancy in the office of Mayor.

5. Vacancies for Nonattendance.
A Council position shall become vacant if the Council member fails to attend three consecutive regular meetings of the Council without being excused by the Council. *RCW 35A.12.060*

6. Filling a Council Vacancy.

a. A "vacancy" is when any event identified in RCW 42.12.010, as amended, which includes resignation, removal, forfeiture, permanent incapacity, or death of a Councilmember, occurs.

b. From the effective date of the vacancy, the remaining Councilmembers, by a simple majority vote, shall fill the vacant position within 90 days as required by state law.

c. Prior to the call for applications, during an open public meeting, the Council will determine criteria, short answer application questions, and interview questions.

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d. Applications to Fill the Vacancy.

i. When a vacancy needs to be filled, Council Leadership will work with City Administration to begin the Council vacancy application process and establish an interview and appointment schedule for the expeditious filling of the vacancy. The timeline will include a minimum number of processing days needed by City staff from the close of the application period to the delivery of application materials to the Council.

ii. Council Leadership will collaborate with the Human Resources Director or designee to prepare and approve an announcement of the vacancy. The announcement will be published on the City's website, issued as a press release, and be sent via the City's other regular communication channels (including email and social media). The announcement will include the requirements necessary to be appointed, the process for submitting an application, the application due date, and any other information determined by the City Council that is needed for consideration of the applicants. It will also contain a notice that all submitted documents are public records and subject to disclosure.

iii. A qualified applicant must be a registered voter and have a one-year continuous period of residency in the City of Redmond. Applicants must be able to provide additional documentation to verify their required one-year continuous period of residency in the City of Redmond. Applicants must provide the documents required for residency verification upon request from the Human Resources Director or designee and within the timeline provided.

iv. Following the close of the application period, Councilmembers will refrain from discussing the vacancy with members of the public, except at an open public meeting. Applicants are encouraged to participate in official information sessions.

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iv. Applicants will be disqualified if they don't meet the voter or residency requirements or follow the timeline set by the City. Any disqualified applicants will be immediately notified and will not continue to an interview.

v. Following the close of the application window and the qualification process, the Human Resources Director or designee shall distribute to all Councilmembers the applications from the qualified applicants received by the deadline in one batch. The applications will be provided to the Council for review after removing identifying information of the applicants to reduce bias and ensure a fair assessment of their skills and qualifications.

d. Initial Screening and Interview.

i. Councilmembers will score the applications using the criteria matrix as a guide. Approximately the top one-third of applicants, based on the scoring matrix, will go forward to the initial interview with the City Council, up to a maximum of ten.

ii. The Human Resources Director or designee shall notify the selected applicants of the location, date, and time of the City Council interviews. Each applicant will have the same amount of interview time.

iii. The applicant's order of appearance shall be determined through a random drawing performed by the City Clerk's Office.

iv. Upon completion of the initial interviews, Councilmembers may convene into Executive Session to evaluate the qualifications of the applicants; however, all interviews, nominations and votes taken by the Councilmembers shall be in open public session.

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v. Following the Executive Session, during the open public meeting, the Council will nominate the top 2-3 candidates to go forward to the final round of interviews. If the nominees are voted on individually, the nominees are voted on in the order the nominations were made. If the nominees are being voted on as a slate, one vote will be taken. Any nominee(s) who receive a majority vote will move forward in the interview process.

e. Final Interview.

i. The length of the final interview will be determined by the Council in an open public meeting prior to the interviews. Each candidate will have the same amount of interview time and Councilmembers may ask any question(s) they deem necessary to finalize their appointment decision.

ii. The candidate's order of appearance shall be determined by a random drawing performed by the City Clerk's Office.

iii. The Human Resources Director or designee shall notify the selected candidates of the location, date, and time of final interviews.

iv. Upon completion of the final interviews, Councilmembers may convene into Executive Session to evaluate the qualifications of the candidates. Voting will take place in an open public meeting.

f. Voting.

i. The Council vacancy shall be filled by the candidate who receives a majority vote of the remaining members of the City Council. The voting process will either follow the nomination process in Roberts Rules of Order or through Rank Choice Voting. The process will be determined by the Council.

ii. The Chair shall declare the candidate receiving a majority vote as the new Councilmember, and they shall be sworn into office and take their seat at the dais.

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iii. If the successful candidate holds any other public office or employment in the City of Redmond government, except as permitted under the provisions of Chapter 42.23 RCW, that position will become vacant immediately following the oath of office being administered.

g. Term of Office.

i. The appointed Councilmember shall serve the portion of the unexpired term until the next City election, pursuant to State law.

h. Records.

i. All records generated through the Council vacancy process, including materials submitted to the City by applicants, and Councilmember notes taken either electronically or written, are public records. These records must be provided upon receipt of a public records request.

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B. Officers

1. President.

Biennially, and also whenever the position comes vacant, the Council shall elect from its members a President.

2. Vice-President

Biennially, and also whenever the position comes vacant, the Council shall elect from its members a Vice-president.

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IV. MEETINGS

A. Meetings Public.

All regular and special meetings of the Council shall be open to the public. Meetings are defined per RMC 2.08. The Council may hold executive sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 (Open Meeting Law), may order the removal of individuals who are interrupting the meeting as provided in RCW 42.30.050.

B. Voting.

1. **Quorum – Absent Members.**
   A majority of the members of the Council shall constitute a quorum at all meetings of the Council, and a lower number may adjourn from time to time. Once a meeting has been constituted and called to order, no member present shall absent themself~~himself~~ from the same without leave of the presiding officer or a majority of the Council.

2. **Passage of Ordinances, Grants or Revocations of Franchise or License, and any Resolution for the Payment of Money.**
   Shall require the affirmative vote of at least a majority of the whole membership of the Council.

3. **Conflict of Interest**.
   Each member present must vote on all questions put to the Council, except as to matters with respect to which the Council~~-~~member may have a conflict of interest or where voting by the Council~~-~~member would violate the appearance of fairness doctrine. Where a Council member has a conflict of interest or where voting by the Council member would violate the appearance of fairness doctrine, the remaining members of the Council may, by majority vote, compel the Council~~-~~member to recuse ~~himself or herself~~themself from participating in the proceedings or vote. On the passage of every ordinance or resolution, on the appointment of any officer, and upon the award of any bid, the vote shall be taken by ayes and nays and entered in full upon the record. The vote shall be for or against the pending ordinance or resolution, and not on the report submitted thereon.

4. **Tie Votes.**

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In case of a tie vote on any question, the question shall be considered lost subject to the authority of the Mayor to cast a tie-breaking vote as provided in RCW 35A.12.100. Members abstaining because of a conflict of interest shall be recorded as not having voted.

5. Recording of Votes.
   The Clerk shall keep a correct journal of all proceedings and, at the desire of any member, the ayes and nays shall be taken on any question and entered in the journal.

C. Debate Limited.
The presiding officer of the meeting may from time to time establish reasonable, procedurally fair, and equitable limits on debate to ensure an expedient meeting and provides each Councilmember at least one opportunity to ask questions and/or make a statement in favor or against a particular item. Any limits on debate must be clearly stated at the start of the meeting.

D. Questions of Order.
All questions of order shall be decided by the presiding officer of the Council, with the right of appeal to the Council by any member.

E. Meeting Participation via Teleconference, Video Conference, or Other Electronic Means

1. Council members may attend regular business meetings, special meetings, study sessions, and committee of the whole meetings by telephone, by video conference, or by other electronic means.
   a. Councilmembers may attend regular meetings remotely up to three days per quarter unless otherwise approved by a vote of the Council.
   b. A majority vote is required to approve the request for remote attendance in excess of three days per quarter. At the discretion of the meeting Chair, the Council vote may be taken by unanimous consent or voice vote. If there is an objection from any Councilmember to unanimous consent, a voice vote must be taken.
   c. An exception to this policy will be made during an entirely virtual meeting held under circumstances as set forth in RMC 2.08.025, *Meetings Held During a Declared Emergency*.

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2. ~~When possible, notice~~ Notice of attendance by telephone, video conference, or other electronic means must be provided by the Councilmember to the~~ entire Council via email and copy the Mayor, Chief Operating Officer and the City Clerk ~~City Clerk's Office and the presiding officer~~ not less than ~~forty-eight~~48 hours before the scheduled start time for the meeting or as soon as reasonably possible.

3. At any meeting where a Council-member is attending by telephone, video conference, or other electronic means, there shall be a device that allows the voice of the Council-member on the to be heard by everyone present in the meeting room and that allows the Council member to identify ~~himself or herself~~themself before speaking. The Councilmember attending remotely should have their camera on at a minimum during voting and when speaking unless not possible. When possible, the Council-member shall notify the others prior to disconnecting from the call, conference, or other communication medium. A Council-member who is connected remotely shall be considered to be actually present at that meeting for the period of time so connected, and that presence shall count toward a quorum of the Council for all purposes. The quorum is reduced in number as the member disconnects from the meeting.

F. Regular Business Meetings.

1. When Held.
   Regular business meetings of the City Council are held on the first and third Tuesdays of every month at. 7:00 p.m. in the Redmond City Hall Council Chambers, unless otherwise duly noticed.

2. Time Certain for Adjournment.
   No business shall be considered after 10:30 p.m. of each meeting except by leave of a majority of the Council-members present. Notwithstanding the foregoing, the City Council may complete deliberations and vote on any motion which was pending before the body at 10:30 p.m. without the necessity of seeking leave of the majority of the Council members to continue.

3. Agenda – Order of Business.

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The order of business for any regular Council business meeting is defined as follows:

a. Preparation of Agenda.
An agenda of all regular business meetings shall be prepared by the City Clerk and transmitted to the Mayor and Council members at least ninety-six hours prior to the time of the meeting. The agenda shall consist of the business to come before the City Council, and shall not preclude the Council from considering matters in addition to those set forth on said agenda. The heads of the various departments of the City should report agenda matters and deliver copies of supporting materials to the City Clerk in sufficient time for their inclusion on the agenda.

b. Consent Agenda.
    1. Each agenda shall include a consent agenda in the order of business. Consent agenda items may include, and shall not be limited by this reference, approval of all Council minutes, acceptance of all advisory board and commission minutes, final approval of leases and contracts, final acceptance of grants, deeds or easements, setting dates for public hearings, approval of change orders, acknowledging receipt of claims for damages against the City, passage of resolutions and/or ordinances requiring no further public hearing and which the Council has given directions to prepare, and such other routine items as the Mayor and/or City Clerk may deem appropriate to be placed upon such a consent agenda.

    2. The reference material for all matters listed within the consent agenda shall be distributed to each member of the City Council for his/her review prior to the meeting. Matters on such consent agenda shall be considered to be routine and may be enacted by a single motion of the Council with no separate discussion unless removed from the consent agenda as hereafter provided.

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3. If separate discussion of any consent agenda item is desired, that item may be removed from the consent agenda at the request of any individual Council member. At the conclusion of passage of the consent agenda, those items removed at the request of any individual Council member shall either be discussed and acted upon before proceeding to the next item of business on the agenda or shall be set to a later position on the agenda for that meeting.

c. Audience Participation.
Items from the audience, limited to a maximum of three minutes per speaker, will be received during the meeting at the appropriate place on the agenda to encourage citizen input and participation in Council meetings. Citizens may, at the end of the meeting, continue to address the Council.

d. Order of Business.
The order of business shall follow as nearly as possible the order of the agenda as follows:

I. Special Orders of the Day
II. Items from the Audience
III. Consent Agenda
Including approval of minutes and voucher and warrant approval.
    A. Consent Agenda
    B. Items Removed from the Consent Agendas
IV. Hearings and Reports
    A. Public Hearings
    B. Reports
        1. Staff Reports
        2. Ombudsperson Report
        3. Committee Reports
        When it is determined that the City Council needs to vote on a committee report item other than to establish a meeting date or direct the committee to study any issue, the City Council shall place the item needing a

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vote on the Council agenda for a subsequent City Council meeting under unfinished or new business)

V. Unfinished Business
VI. New Business
VII. Executive Session
VIII. Adjournment

The order of business set forth in this section is a guideline and shall not be construed in any way as to limit the order in which the Council may elect to proceed with its business.

4. Motions, Resolutions, Ordinances in Writing.
The presiding officer and any member of the Council may require a motion to be reduced to writing prior to a vote upon the same. All resolutions and ordinances shall be in writing before being introduced at the meeting for adoption and shall be assigned a number by the City Clerk when introduced. It shall be sufficient for the Mayor or Mayor's designee to orally read the title of the resolution or ordinance at the meeting to present the same to the Council for its consideration prior to its voting on the question of adoption of the ordinance or resolution; provided, that a majority of the Council may require the entire resolution or ordinance or any part thereof to be read aloud at the meeting prior to its consideration.

5. Motion to Lay on the Table.
Motions to lay any matter on the table shall be first in order. On all questions the last amendment, the most distant day, and the largest sum shall be put first. A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon motion of a member voting with the majority and with the consent of two-thirds of the members present. This motion shall not be confused with the Motion to Postpone to a Time Certain, or a Motion to Postpone Indefinitely, which do require a majority vote to pass, and do not require a separate motion to remove the item from the table to resume discussion on the item.

6. Reconsideration of Non-Quasi-Judicial Items.

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a. Any person, including any member of the Council, may request that the Council reconsider a decision on a matter which is not quasi-judicial in nature. Any request or motion for reconsideration of a City Council action which is not quasi-judicial must be made in writing to the City Clerk or orally to the City Council in an open public meeting. The procedure for reconsideration shall be governed by the latest edition of Robert's Rules of Order and shall require that a motion to reconsider be made by a Council member who voted in the majority on the original action for which reconsideration is sought. The motion may be seconded by any other Council member, whether or not that member voted in the majority. A motion to reconsider an action shall be out of order and shall not be acted upon unless made prior to taking up the new business portion of the City Council agenda at the next regular City Council meeting following the meeting at which the action for which reconsideration is sought was taken. "Action" shall mean the vote of the City Council expressing a decision even though followed at a later date by passage of an ordinance or resolution. If anything that the City Council cannot reverse has been done as the result of the Council's vote, e.g., an ordinance voted on has become effective or a contract voted on has been signed by all parties, then the vote cannot be reconsidered.

b. In the event that the City Council votes to reconsider an action which is not quasi-judicial in nature, the effect of the vote is to place the matter back before the Council as if no action had been taken. When a motion to reconsider is passed at a meeting other than the meeting at which the original action was taken, the Council shall not take new action on the reconsidered matter at that meeting, and shall set the matter over to the next regular City Council meeting following the meeting at which reconsideration was voted upon. The agenda for the Council meeting at which any reconsidered action will be taken up for final action shall reflect that the matter has been brought before the Council upon reconsideration of an earlier action. Public notice provided concerning the agenda shall reflect the nature of the action. No public hearing shall be required on

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reconsideration of any non-quasi-judicial action, and the Council may allow public input on the reconsidered matter if it so desires. Any matter which the Council has voted to reconsider shall be placed under "unfinished business" on the agenda. Once the Council takes final action on the reconsidered matter, no further reconsideration may take place.

c. The City Council may, by majority vote of the entire membership, suspend the requirement for deferring action on any reconsidered matter to the next regular business meeting when the Council determines that sooner action is required to avoid undue hardship to the City or any interested person.

d. As used in this section, "regular business meeting" shall mean any regularly scheduled meeting of the City Council at which final action may be taken. Council study sessions, committee of the whole, and special meetings of the Council shall not be considered regular meetings of the City Council for purposes of this section.

e. Procedural matters not governed by this section shall be governed by the current edition of Robert's Rules of Order.

G. Special Meetings.

Special meetings may be called by the Mayor or by a majority of the Council by written notice delivered personally or by mail to each Council member and the Mayor at least twenty-four hours prior to the time set for the meeting as specified in the notice. The requirements of the "open meeting law," RCW Chapter 42.30 shall apply in all respects to special meetings of the Council. No business shall be considered after 10:30 p.m. of each meeting except by leave of a majority of the Council members present. Notwithstanding the foregoing, the City Council may complete deliberations and vote on any motion which was pending before the body at 10:30 p.m. without the necessity of seeking leave of the majority of the Council members to continue.

H. Study Sessions.

Study Sessions of the City Council are held on the second and fourth Tuesdays of every month at 7:00 p.m. in the Redmond City Hall Council Chambers, unless otherwise duly noticed. No study session item shall be

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considered after 10:30 p.m. of each meeting except by leave of a majority of the Council members present. Notwithstanding the foregoing, the City Council may complete deliberations on any item which was under deliberation before the body at 10:30 p.m. without the necessity of seeking leave of the majority of the Council members to continue. The City Council may choose to schedule an additional study session for any fifth Tuesday presenting in a month. The City Council shall not take a final vote on any item that comes before it at such a session. Participation by members of the audience at any designated workshop or study session of the Council shall be permitted only upon the concurrence of a majority of the Council members present.

I. Executive Sessions.

Before convening in executive session, the Mayor shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Mayor.

1. Privileged Discussion.

   Discussions held in Executive Session are privileged and shall not be shared with any person not party to the Executive Session. Per RCW 42.23.070(4), "No municipal officer may disclose confidential information gained by reason of the officers position, nor may the officer otherwise use such information for his or her personal gain or benefit."

2. Executive Sessions Held.

   An executive session may be held during any regular business or special meeting of the City Council.

3. Legal Rationale for Entering Session.

   The Council may only enter into Executive Session for specific reasons allowed by State Statute. Those rationale are found at *(RCW 42.30.110).*

J. Quasi-judicial Matters.

1. It is the policy of the City Council that its members should not attend meetings of other City boards and commissions concerning quasi-judicial matters which are then pending before the City and which will ultimately be decided by the Council.

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2. Whenever a quasi-judicial matter pending before the City Council involves a specific site, each member of the Council may visit the site prior to the making of a final decision in order to better understand the evidence to be presented. What the members of the Council observe at the site is not evidence and Council members are to rely solely on the record presented to them during the proceedings before the Council in deciding issues regarding the quasi-judicial matter. During the site visit, the Council may not ask questions or discuss the site with any other person present, including other Council members. If the Council is to consider the matter in an open record public hearing, Council members should disclose what information was observed during any site visit at the outset of the hearing.

3. Whenever a quasi-judicial matter pending before the City Council has been the subject of a public hearing before the Hearing Examiner or Planning Commission, the Council shall allow each side (proponents and opponents) to speak for a maximum of ten minutes each. No new evidence may be presented by either speaker, and testimony shall be limited to argument based upon the Hearing Examiner's or Planning Commission's record. All quasi-judicial items shall be noted on the agenda as being quasi-judicial and a statement shall appear on the agenda indicating that each side may speak for a maximum of ten minutes each.

4. Whenever the Council holds a public hearing on a quasi-judicial matter, each speaker testifying before the Council shall be allowed to speak for a maximum of three minutes, provided, that the Council may, in its discretion, allow additional time where the complexity of issues involved requires more time in order to give the speaker a reasonable opportunity to be heard on the matter.

5. Reconsideration of Quasi-judicial Actions.
    a. Any request for reconsideration of a quasi-judicial action of the City Council made by a party to the proceeding must be made in writing to the City Clerk. A motion to reconsider made by a Council member does not need to be in writing. A motion to reconsider a quasi-judicial action shall be out of order and shall not be acted upon unless made by a Council member who

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voted in the majority prior to taking up the new business portion of the City Council agenda at the next regular City Council meeting following the meeting at which the action was taken. Any Council member may second the motion, whether or not that Council member voted in the majority. During the reconsideration period, no ex parte communication shall be made to any City Council member concerning the quasi-judicial action. "Action" shall mean the written decision by the City Council.

b. The effect of passing a motion for reconsideration is to place the original motion on the matter back before the City Council. In the event the City Council elects to reconsider a quasi-judicial action, no revision to the action shall be made prior to giving those parties directly affected by the proposed revision notice of the proposed revision and a reasonable opportunity to be heard concerning it.

c. No quasi-judicial action of the City Council shall be final for any purpose until completion of the period for reconsideration established by subsection (1) of this section.

d. As used in this section, "regular business meeting" shall mean any regularly scheduled meeting of the City Council at which final action may be taken. Council study sessions, committee of the whole, and special meetings of the Council shall not be considered regular meetings of the City Council for purposes of this section.

e. Procedural matters not governed by this section shall be governed by the current edition of Roberts Rules of Order.

6. Appearance of Fairness Doctrine.

The appearance of fairness doctrine is a rule of law requiring government decision-makers to conduct non-court hearings and proceedings in a way that is fair and unbiased in both appearance and fact. It was developed by the courts as a method of insuring that due process protections, which normally apply in courtroom settings,

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extend to certain types of administrative decision-making hearings, such as rezones of specific property. The doctrine attempts to make sure that all parties to an argument receive fair and equitable treatment. The doctrine requires that adjudicatory or quasi-judicial public hearings meet two requirements:

a. they must be procedurally fair, and

b. they must appear to be conducted by impartial decision-makers.

K. Public Participation

1. Anyone may address the City Council, during any regular business meeting, under the Items from the Audience section of the agenda. Such public comment must pertain to City Business. Anyone wishing to provide public comment must identify the matter of City Business they wish to comment upon on the sign-in sheet prior to providing public comment. City business is considered something germane to the ongoing and regular operations of the City and/or topics which would routinely involve the government of the City of Redmond.

   Public commenters may not provide any comments which would be considered incitement (*comments where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action*), fighting words (*words likely to provoke the average person to retaliation, and thereby cause a breach of the peace*), true threats (*occur when the speaker "means to communicate a serious expression of an intent to commit an act of unlawful violence to a particular individual or group of individuals*), obscenity (*material which appeals to the prurient interest in sex, depict or describe sexual conduct in a patently offensive way, and lacks serious literary, artistic, political, or scientific value*), or any other type of speech which is not legally protected speech under the First Amendment of the Constitution of the United States. The explanations provided are examples only and the true scope of those prohibited topics is based on then-current controlling law.

   If a commenter fails to directly associate their comments with City Business or such comments stray from the City Business initially identified on the sign-in sheet, or they speak to topics prohibited by

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these rules, the speaker will be provided one opportunity to correct the identified issue with their comments. If the public comment continues to be in violation of these rules, the public comment will be deemed to be disruptive and the commenter's opportunity for public comment will be terminated.

Public comments will be invited, for a maximum of three minutes per person, unless otherwise prohibited in this section. All speakers must conclude their public comments when the applicable time-period ends. Any public comments made after the conclusion of the provided time are considered disruptive and may result in removal of the speaker from the meeting.

The City requests that public commenters avoid conduct which is unreasonably loud, disruptive, or discourteous.

The Items from the Audience portion of the meeting is designed to allow for public comment made to the Council through the Mayor. Public comment should not directly address staff or the audience.

The City respects and values a diversity of opinions and perspectives and asks that all comments be free from hate, harassment, obscenities, or other derogatory language about other people or groups based on age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.

2. Members of the public shall present all testimony from the testimony podium and shall not approach the dais unless requested.

3. All paper materials submitted by the public during testimony may be handed to the City Clerk for possible further distribution to the Council. The City Clerk and Chair of the meeting will review the materials for safety before distribution to Council. No other item types will be distributed to City Council.

4. Unruly, disruptive behavior shall not be permitted by any person attending a Council meeting and shall result in removal of said person from the premises. Per RCW 42.30.050, in the event that any meeting is interrupted by a group or groups of persons so as to render the

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orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the governing body conducting the meeting may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the governing body from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.

5. General Prohibition on Use of Public Facilities.

RCW ~~42.17A.555~~ 29B.45.010 prohibits the use of facilities of a public office to support or oppose a ballot measure or an election campaign for public office. This provision applies to all units of local government and their officials and employees. The term "public facilities" is defined to include the use of stationery, postage, equipment, use of employees during working hours, vehicles, office space, publications of the office, or lists of persons served by the local government. This prohibition means that elective or appointed personnel of local governments may not work to support or oppose a ballot proposition during work time or allow public facilities to be used for that purpose. This provision includes, and is not limited to, the use of the "Items from the Audience" section of regular Council business meetings for members of the public to speak in support or opposition of any campaign or ballot proposition.

   a. Exceptions:
      i. The City Council may vote on a motion or resolution to express support or opposition to a ballot proposition provided that: (1) the notice for the meeting must include the title and number of the ballot proposition and (2) Members of the Council and members of the public must be allowed an approximately equal opportunity to express an opposing view;

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ii. A Member of the Council may make a statement at an open press conference in support or opposition to a ballot proposition or in response to a specific inquiry;

iii. Where the City prepares an objective and neutral presentation of facts concerning a ballot measure (example: details could be provided to citizens concerning the financial impacts of an initiative on the local government, such as how revenues would be affected by its passage; care must be taken that information is presented in a fair and objective manner)

*Note: Many local governments allow use of meeting room facilities on a nondiscriminatory, equal access basis to the public, usually for a rental fee. If this is the case, it would be allowable to hold a public forum for citizens with pro and con representatives discussing an initiative in a public meeting hall.

*Note: RCW ~~42.17A.555~~ 29B.45.010 does not restrict the right of an individual, whether that person is an elective or appointed public official or a public employee, to express his or her personal views supporting or opposing a ballot proposition so long as that expression does not involve using public facilities. This means that elected officials and appointed staff may campaign on their own time, using their own supplies and equipment, for or against a ballot proposition by preparing brochures, mailings, doorbelling, and other such activities.

6. Testimony or public comment on quasi-judicial matters pending before the City Council shall be heard only as provided in Rule IV(J) above and may not be presented under Items from the Audience.

L. Enforcement of Rules - Attendees

1. The Chair of the meeting shall preserve the order and decorum of meeting at all times. If an individual fails to comply with these rules, the Chair of the meeting, or any council member may, by way of a point of order to the chair of the meeting, issue a warning to the individual that the individual's behavior is out of order. If the individual continues to

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engage in activity that these rules prohibit, the Chair of the meeting may:

a. Terminate the individual's comment period;

b. Direct security staff to assist an individual to the individual's seat; or

c. Direct security staff to remove the individual from the meeting room.

2. Any individual ordered to be removed from a meeting pursuant to this rule shall be excluded from returning to that same meeting from which the individual was removed.

3. If an individual fails to comply with the requirements of these rules over the course of two or more meetings occurring within a 30-day time period, or over the course of two or more consecutive meetings of the same body, the Chair of the meeting, or any council member, by way of point of order to the Chair, may propose to exclude the individual from participation in future public comment periods before the Council, or exclude the individual from attendance at future meetings by a majority vote of the council.

a. The individual shall be informed of the specific reason for, and the specific terms of, the exclusion.

b. An initial and any subsequent exclusion of an individual from future participation in public comment periods or future attendance at meetings may be issued for up to 28 calendar days.

c. If an individual is subject to an exclusion from future attendance at meetings for a period of 28 calendar days, and further engages in activity that violates these rules, within 60 days after the termination of the exclusion period, an additional exclusion from future attendance at meetings may be issued for up to 90 calendar days.

d. If an individual is subject to an exclusion from future attendance at meetings for a period of 90 or more calendar days, and further engages in activity that violates these rules, within 60

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days after the termination of the exclusion period, an additional exclusion from future attendance at meetings may be issued for up to 180 calendar days.

e. The length of the period of any exclusion may depend upon the seriousness of the disruption, the number of disruptions, and the individual's prior record with conduct at meetings.

f. When excluded from future public comment periods, or from future attendance at meetings, he excluded individual may submit written comments to the City Clerk for distribution to the Council at future public comment periods.

4. Any decision to issue a warning or impose a sanction or exclusion for disruptive activity may be overruled by a majority vote of those council members in attendance either at the meeting where the disruption takes place or at the next regularly scheduled City Council business meeting.

5. Any individual excluded from participation in future public comment periods or from attendance at future meetings for a period of more than two calendar days may appeal the exclusion by submitting a written appeal to the City Council within five business days after receiving notice of the exclusion. Upon receipt of a written appeal, the City Council shall consider the appeal at its next regularly scheduled business meeting. The individual's exclusion from public comment periods or from attendance at meetings shall remain in effect during the Council's consideration of the appeal.

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V. COMMITTEE OF THE WHOLE

A. Establishment and Scope.

Committee of the Whole ("Committee") is hereby established as regular meetings of the Council with the purpose of studying matters of Parks and Environmental Sustainability; Planning and Public Works; Public Safety and Human Services; and Finance, Administration, and Communications, as codified in RCW 2.08 and 2.32.

B. Membership.

Committee of the Whole shall consist of the Members of the City Council.

C. Calling of Meetings.

Committee of the Whole meetings are regularly held per RMC 2.08. Special meetings of the Committee of the Whole may be called by the Mayor or three Council members, and shall follow the noticing procedures for special meetings provided for in RCW 42.30.080. No final action shall be taken in special meetings of Committee of the Whole. Committee of the Whole meetings shall be presided over by a designated member(s) of the Council, as selected by the Council President and confirmed by a majority vote of the Council at a regular business meeting, such designation(s) to occur every other year in January following a regular election.

D. Meetings and Quorum.

The date, time and place of each meeting shall be the first four Tuesdays of each month at 4:30 p.m., at Redmond City Hall, unless otherwise noticed. The Committee of the Whole may be called as needed to discuss regional affairs matters, such meetings shall be advertised as special meetings of the committee. Notice of meetings shall be given in compliance with RCW Chapter 42.30, the Open Public Meetings Act. At their first meeting in each year the Committee of the Whole should adopt annual committee goals identifying what the committee intends to accomplish. A majority of the committee shall be the quorum necessary for the transaction of business. In the event a quorum cannot be sustained for a committee meeting, the meeting shall convene on the record and cancel for lack of quorum.

E. Duties and Responsibilities.

1. The Committee of the Whole shall consider and review matters referred to it. The Mayor and boards and commissions are encouraged to suggest items to the Committee of the Whole for review or study.

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The scope of authority of the committee is defined is RCW 2.32 to investigate, collect, and review appropriate information for the formulation of possible Council action. Agendas for meetings are set by designated presiding officers in coordination with City staff. Final action shall not be taken in Committee of the Whole.

2. In carrying out its duties and responsibilities, the committee shall have the power and authority to examine all records, registers, minutes and papers pertaining to the subject matter under review or consideration, including those kept by boards and commissions of the City. The City officers, department heads, board and commission chairpersons shall cooperate with and assist the committee in carrying out its duties and responsibilities and in furnishing necessary information, except where prohibited by law or excluded under Section 31, Chapter 1, Laws of 1973; provided, that in the event any City officer, department head or board or commission chairperson deems the release of requested information not in the best interests of the City, authority for that release shall be vested in the Mayor.

F. Reports.

At the Council meeting immediately following each committee meeting, in the appropriate place on the Council agenda, a report from the Committee of the Whole presiding officer, or designated alternate shall be made. A minority report may be given by any Committee of the Whole member who dissents from the report by the majority. Oral reports shall be sufficient, unless a Council majority feels that a written report should be furnished.

G. Staffing.

When needed, staff assistance to the committee shall be assigned by the Mayor.

~~H. Absence of Members.~~

~~Committee member absences are understood to be excused.~~

~~I.~~H. Summary of Meetings.

Minutes of Committee of the Whole meetings shall be produced in summary format and shall not require formal approval.

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VI. COUNCIL SUBCOMMITTEES

A. Establishment and Scope

The Council may periodically choose to establish a subcommittee to address a specific problem or policy topic. A subcommittee may be formed as a response to a policy proposal form, during a Council retreat, or as a follow-up to a study session. The subcommittee's charter must be established in open session with agreement from a majority of the Council.

B. Membership

1. A subcommittee may have up to three Councilmembers. If more than three Councilmembers express interest in a particular subcommittee, Council Leadership is authorized to choose the members from among those interested.

2. If a subcommittee member is no longer able to participate, they must notify Council Leadership as soon as possible.

3. In order to abide by the Open Public Meetings Act, the subcommittee must report all of their work to date in open session before a new member can be appointed to replace an outgoing member.

C. Calling of Meetings

The first meeting of any subcommittee shall be called to establish clarity for their work, initial staff questions, and appoint a subcommittee chair. The subcommittee chair shall preside over the meetings and take the lead role in the scheduling of the subcommittee with the legislative coordinator and other relevant staff.

D. Meetings and Quorum

The subcommittee shall determine their meeting schedule in partnership with any relevant staff. The Open Public Meetings Act does not apply to these meetings and do not have to be noticed to the public as long as: and

1. the meetings do not include a quorum of the Redmond City Council;
2. the subcommittee does not act on behalf of the full Council, conduct hearings, take testimony or public comment; and
3. the subcommittee is purely advisory to provide advice, or information, back to the governing body in open session.

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The subcommittee may spend initial meetings gathering information from staff and then begin to work to fulfill their charter. The subcommittee will sunset following conclusion of its charter and upon agreement by the Council.

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E. Duties and Responsibilities

Subcommittees are expected to focus their work on the established charter. Amendments to subcommittee charters should be agreed upon by the majority of the Council.

F. Reports

The subcommittee will provide regular brief updates to Council during regularly scheduled Council Talk Time, or other meeting as determined by Council Leadership. Periodically, when a subcommittee needs to provide a more thorough update or receive Council feedback, the subcommittee may schedule time on the relevant Committee of the Whole agenda.

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VI. COUNCIL COMMUNICATIONS

A. Email.

1. All City Council email correspondence shall be sent through a designated City email account.

2. All City Council email shall be copied to the City Clerk for preservation in the Council records archive.

3. Email correspondence sent via the designated Council Ombudsperson shall be copied to the Mayor and all members of the Council in the original reply to sender.

4. No Council member shall send correspondence from a City email account that purports to represent the views of the Council, unless the Council has, by majority vote, established the same as the Council's position. Council Members may use City email accounts to state the position of the individual Council Member as long as it is made clear that the position is that of the individual Council Member and that the Council Member is not speaking on behalf of the entire Council.

5. Members of the City Council will not use email to transact business of the Council in violation of the Open Meetings Act.

B. Use of Electronic Devices During Council Meetings

1. Council Members shall not access, send, or receive electronic communications concerning any matter pending before the Council during a Council meeting. Exceptions to this Rule are:
   a. Accessing Council meeting-specific agenda and packet information;

   b. Accessing meeting notes and/or resource or research material specific to matters pending before the Council;

   c. Reporting to the official record regarding Ombudsperson citizen comments received;

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d. Family or emergency situations that may time to time arise. With respect to this exception, a Council Member shall take an at-ease from the meeting to avoid distraction of other Members from discussions, should such interaction exceed more than a few moments in length; or

e. Local, state, or federal news alerts, announcements, and matters when deemed appropriate.

2. Council Members shall not use electronic communication/media/applications to review or access information regarding matters not in consideration before the Council during a Council meeting.

3. The use of electronic communications/media/applications for personal, non-City business, during Council meetings, is expressly prohibited. Official meeting breaks are excluded from this provision. Violation of these rules by any member may result in an official Motion to Censure of said member by the Council, per Roberts Rules of Order.

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VII. COUNCIL CONTINGENCY FUND

A. Fund Allocations.

The Council Contingency Fund, if budgeted, is used at the sole discretion of the City Council. The fund can be designated for any use deemed necessary by a majority of the Council. Reoccurring requests for funding from this account shall not be granted to outside groups or organizations, and rather, the budget process should be explored for an appropriate place to allocate funds for such ongoing requests.

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VIII. AMENDMENTS TO RULES OF PROCEDURE

A. Amendments.

Any amendments to these Rules of Procedure shall be made through a majority vote of the City Council.

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Appendix A

Council Values – 2020-2021

The Redmond City Council for the 2020-2021 biennium adopts the following five values sourced from the suggestions of all seven Councilmembers.

- Perspective
- Dialogue
- Respect
- Preparation
- Inclusiveness

Appendix B

Glossary of Terms

This Appendix to the Council Rules of Procedure defines some commonly used terms to enable clear communications between of the City Council and Mayor. Rules of engagement and business procedures are defined by the adopted Rules of Procedure.

Action. The transaction of the official business of the City Council including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions; RCW 42.30.020(3).

Agenda item. An action that requires specific consideration, discussion, and a decision of the body made at a regular business meeting of the City Council. This decision constitutes a "formal" action of the City Council.

Call for, calling for. To schedule.

Conflict of Interest. A City Council member may not vote in the authorization, approval, or ratification of a contract in which they are beneficially interested, above that of any other member of the general public. Conflicts must be disclosed to the governing body and noted in the official minutes or similar records. *see* RCW 42.23.030. *Also see* **Prohibited Acts**.

Consent Agenda. Consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion.

Emergency. An urgent situation or issue that poses an immediate, serious and/or dangerous risk to health, life, property, or environment requiring urgent interventions, mitigation, and recovery.

Executive Sessions. Executive sessions are meetings that are closed to the public for special purposes identified in RCW 42.30.110.

Ex-officio. By virtue of office, role, or position.

Final action. A decision or vote by a majority of the members of the City Council, positive or negative, on a motion, proposal, resolution, order, or ordinance that directs the Mayor and Administration, enabling successful execution of the decision, according to a majority vote of the Council; RCW 42.30.020(3).

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Items From The Audience. An agenda item that provides an opportunity for community members~~citizens~~ to address the Council on items of City business. ~~regarding any issue.~~

Meetings public. Per RMC 2.08.

New Business. Subjects which have not previously been considered by the Council and which may require discussion and action.

Ombudsperson. An Official appointed to investigate individuals' complaints about City services and administration, especially that of public authorities.

Ordinances. Legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Procedural action. A decision of the City Council that is administrative in nature and necessary to conduct or process Council business in an orderly manner according to these Rules that may or may not be followed separately by a final action at the same or later meeting. Examples of procedural actions are adoption of agendas, referring actions to or from committees, setting a public hearing, suspension of these Rules to enable special accommodations during a meeting.

Prohibited Acts. No City Council member may use their position to secure special privileges or exemptions, or directly or indirectly give, receive, or agree to receive any compensation, gift, reward, or gratuity for a matter connected to their role unless otherwise noted by law; *see* RCW 42.23.070.

Public Hearings. Opportunities for the Council to receive public comment on important issues and/or issues requiring a public hearing by State statute.

Quasi-Judicial proceedings. Closed record proceedings or open record public hearings. Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Regular business meeting. Any regularly scheduled meeting of the City Council at which final action may be taken per RMC 2.08.

Resolutions. Expressions of Council policy or statements by the Council to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

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Serial meeting (also serial communications). A series of private meetings or communications by which a majority of the members of a legislative body commit to a decision or engage in collective deliberation concerning public business in violation of an open public meeting.

Special meeting. Any irregularly scheduled meeting of the City Council at which Final Action may be taken per RMC 2.08.

Staff Reports. Presentations or prepared memos to the Council by the department directors on issues of interest to the Council which do not require Council action.

Unfinished Business. Business or subjects returning to the Council for additional discussion or resolution.

Virtual meeting. A virtual meeting is one where at least one Councilmember is participating via teleconference, video conference, or other electronic means enabling real-time interaction in the meeting.

Written. A tangible document, where required by applicable law, or electronic written communication, such as email, word processing documents or other written communication.

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Appendix C

Roles & Responsibilities

This Appendix to the Council Rules of Procedure outlines the roles and responsibilities of the City Council and Mayor. Rules of engagement and procedures for the conduct of business are defined by the adopted Rules of Procedure. This addendum is intended to clarify who is responsible for managing and implementing the operating procedures in normal and emergency conditions. This section is intended as a plain language explanation of existing law incorporated by References for routine use and quick reference, and is not intended to supersede any legal requirements.

- It explains the separation of powers between the Council and Administration, including in times of emergency as defined in these rules.
- It also describes different roles the Mayor, individual Councilmembers, Council as a body, and presiding officers may play based on the most common situations as well as in an emergency.

A. POWERS RESERVED FOR THE COUNCIL

- Legislation. Passage of any ordinance or resolution.
- Authorization. Granting or revocation of franchise or licenses.
- Approval. Confirmation of key administration positions and appointments to boards and commissions reporting to the body.
- Appropriations. Acceptance of funds, resolutions, and ordinances for the payment of money.
- Land use. Real property actions, transfer, sale, surplus of assets of the City.
- One voice. When Council acts as a body, it speaks with the voice of the majority through the Council President.
- Override veto. An action vetoed by the Mayor may be overturned with a majority plus one vote of the Council.

B. POWERS OF A COUNCILMEMBER

- One vote. Councilmembers shall vote in support or in opposition of an action, unless recused.
- One perspective. Each Councilmember has equal privileges for the floor during deliberations and meetings.
- Initiative. A Councilmember may introduce new business for Council consideration.

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C. POWERS RESERVED FOR THE MAYOR

- **Personnel.** Management and supervision of staff, including hiring and removal of key administration positions.
- **Operations.** Supervise the administration of City government and all City interests.
- **Safety.** Maintain law and order, life safety, and preserve and protect the health, wellbeing, and quality of the community and environment.
- **Approval.** Approval of official bonds and bonds of contractors.
- **Execution.** Execution of contracts and agreements made with the City or for its use and benefit within the limits on authority.
- **Oversight.** Ensure satisfactory performance of all contracts and agreements made with the City or for its use and benefit.
- **Litigation.** Cause any legal proceedings to be instituted and prosecuted in the name of the City, subject to approval by majority vote of all members of the Council.
- **Veto.** The Mayor may veto certain actions taken by Council within 10 days of taking effect.
- **Tie-breaking vote.** In the case of a tie vote from Council, the Mayor may vote on a matter other than the passage of an ordinance, the grant or revocation of a franchise or license, or resolution for the payment of money.

D. DUTIES OF THE MAYOR IN COUNCIL BUSINESS

- **Duty of care.** Avoid any behaviors or omissions that could reasonably be foreseen to cause harm to others or the interests of the City.
- **Duty of loyalty.** Make all decisions in their powers as fiduciaries without conflict of interest.
- **Duty of obedience.** Abiding by all applicable laws and regulations and do not engage in illegal or unauthorized activities.
- **Facilitation.** Preside over regular business meetings of the Council according to the Council Rules of Procedure.
- **Information.** Report to the Council concerning the affairs of the City and its financial and other needs on a regular basis.
- **Leadership.** Make recommendations for Council consideration and action.
- **Budget.** Prepare and submit to the Council a proposed budget biennially as required by law.
- **Spokesperson.** Serve as the official and ceremonial head of the City.

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- **Oversight.** Ensure due diligence is completed by staff prior to placing an item before the Council.
- **Communication.** Provide an open, transparent, and timely line of communication between the Council and the Administration.
- **Recommend.** Recommend policy for adoption by the Council.
- **Execution.** Represent and implement the majority voice of the Council.
- **Responsiveness.** Ensure timely follow-up and appropriate responses are delivered by Administration staff for items presented to the Council during Items from the Audience.

E. DUTIES OF THE COUNCIL IN THE ADMINISTRATION OF CITY BUSINESS

- **Input.** Provide advice and support to the Mayor as relates to routine business of the City, when such advice and support is solicited or otherwise welcomed.
- **Oversight.** Ask questions and participate in conversations regarding City business during meetings and establish reasonable controls.
- **Empower.** Proactively remove barriers in legislation to enable policy initiatives.
- **Support.** Volunteer when asked by staff if available and act under the direction of staff.

F. DUTIES OF A COUNCILMEMBER

- **Duty of Care.** Avoid any behaviors or omissions that could reasonably be foreseen to cause harm to others or the interests of the City.
- **Duty of Loyalty.** Make all decisions in their powers as fiduciaries without conflict of interest.
- **Duty of Obedience.** Abiding by all applicable laws and regulations and do not engage in illegal or unauthorized activities.
- **Advocacy.** Accurately convey decisions made by present and past Councils when communicating externally to the best of your knowledge and understanding.
- **Input.** Provide comment and advice on issues through the Mayor or their delegate and support staff when invited or assigned.
- **Initiative.** Proactively seek opportunities to develop or modify City legislation for the betterment of the community.
- **Lobby.** When an issue is outside of City regulations or control, and when acting in the best interest of our community, Councilmembers may lobby their State and Federal representatives.

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- **Accountability.** Councilmembers should hold each other and the Mayor accountable to the highest level of service to the community.
- **Delegate.** Assist the Council President and Vice President in the execution of their duties or Council business as requested.
- **Ambassador.** Represent the community's voice during Council decisions and share information with the community.

G. DUTIES OF THE COUNCIL PRESIDENT

- **Leadership.** Provide leadership to the Council and be an advocate for the majority position of the body at all times.
- **Facilitator.** Actively explore policy viability when asked by a Councilmember and provide opportunities for conversation with the body.
- **Stewardship.** Observe and uphold all rules adopted by the Council for its governance and operations.
- **Programming.** Schedule Council meetings and the Annual Retreat, determine topics to explore at study sessions within the powers of the body, and review the Administration proposals for operations items for regular meeting.
- **Appointments.** Appoint from the body presiding officers of Committees of the Whole (committee chairs) considering Councilmembers' requests, individual strengths, and experience for these appointments.
- **Assignments.** Assign at least four members to each committee of the whole to ensure quorum responsibilities are known.
- **Strategic Direction.** Advance and organize the priorities in the strategic plan, in partnership with the Mayor and Administration staff.
- **Communication.** Represent the Council at biweekly meetings with the Mayor and relay key information to the Council.
- **Spokesperson.** Represent the Mayor and Council at important functions in absence of the Mayor.
- **Scheduling.** Establish a biennial calendar of Council Advocate for each month of the respective biennium and a Council calendar of events.
- **Coordination.** Keep track of items and due dates that are referred to committee by the Council or such other items on which the Council requests follow-up actions.

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- **Strategic Plan.** Lead on the development and execution of the Council Strategic Plan and ensure its satisfactory achievement in collaboration with the body and City Administration.
- **Mayor Pro-Tem.** Resolution No. 789, adopted February 21, 1989, designates the Council President to serve as Mayor Pro Tempore in the Mayor's absence.

H. DUTIES OF THE COUNCIL VICE PRESIDENT

- **Assistance.** Assist the Council President in the execution of their duties as requested.
- **Alternate Presiding Officer.** Serve as Presiding Officer in the absence of the Council President.
- **Alternate Mayor Pro-Tem.** Serve in the absence of both the Mayor and Council President as Mayor Pro-Tem.

I. DUTIES OF A PRESIDING OFFICER, COMMITTEES

- **Facilitation.** Preside over meetings of the Committee of the Whole according to the Council Rules of Procedure.
- **Discussion.** Determine how business is to be conducted during the meeting at the start of each committee meeting.
- **Planning.** Work in collaboration with appropriate City staff and Council leadership to propose committee work plans and agendas for which they preside within their committee scope for approval by the committee and adoption by the Council.
- **Reporting.** Briefly summarize committee activities during regular business meetings.
- **Leadership.** Make recommendations for Council consideration and action within the scope of their committee.

J. EMERGENCY POWERS & DUTIES OF THE BODY

During an emergency, the Council maintains its powers of the body. Procedural exceptions apply to ensure timely addressing of the situation. Examples are exceptions to public notice requirements for certain legislation and funding appropriations that apply outside of normal business operations.

- **Preparedness.** Ensure the City is adequately prepared for emergencies through setting aside funds ahead of time during the biennial budget process.

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- **Confirm.** Give advice and consent to the Mayor on new appointments to the Emergency Preparedness Council.
- **Cooperation.** Work with the Mayor to address the emergency.
- **Collaboration.** Approve mutual aid agreements.
- **Declarations.** Adopt a Declaration of Emergency by resolution or by ordinance, as deemed necessary by the body for the protection of the public health, public safety, public property, public peace, and the public environment. Emergency declarations by Council shall take effect and be in full force immediately upon adoption and shall be time bound.
- **Leadership.** Provide visible leadership to the community.
- **Ratification.** Promptly approve, after their issuance, rules and regulations that are reasonably related to the protection of life and property, which is affected by an incident. Such rules and regulations having been made and issued by the Emergency Preparedness Director.
- **Emergency Expenditures.** Appropriate funds to provide emergency preparedness programs and mitigation activities within the City. Council may permit emergency expenditures to exceed budgeted amounts by adopting ordinances stating the facts justifying the emergency passed by a majority plus one of the entire Council.
- Emergency Reserves. Council may authorize emergency expenditures from any funds designated as emergency reserves by adopting ordinances stating the facts justifying the emergency passed by a majority vote of the entire Council.
- **Notice Waived.** Budget amendment ordinances to address certain emergencies may optionally have no notice or public hearing.
- **Procedures Waived.** If necessary, Mayor or designee will declare an emergency and waive competitive bidding and award all necessary contracts for purchases and public works construction pursuant to RCW 39.04.280. Should competitive bidding be waived under this section, the Council or its designee must make a written finding of emergency within two weeks after the contract is awarded.
- **Oversight.** Approve and adopt the Comprehensive Emergency Management Plan (CEMP).

K. EMERGENCY POWERS & DUTIES OF THE MAYOR

During an emergency, the Mayor maintains their powers. Some procedural exceptions apply to ensure timely addressing of the situation. Some actions that normally come to Council as recommendations before action is taken

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may be reported to Council and then ratified by Council after executive action, including examples of acceptance of funds and waiving of competitive bidding requirements to enable a prompt response.

- Key Contact. Provide leadership to the community, act as spokesperson in communicating incident-related information to the public and accompany visiting officials from other jurisdictions and levels of government.
- Coordination. Serve as Chair of the Emergency Preparedness Council.
- Cooperation. Work with the Council to address the emergency and increase communication frequency with the Council or provide access to means for Council to receive information through the Council President.
- Initiative. Propose policies and strategies to address emergency public needs.
- Proclaim Emergency. Sign a State of Emergency, Declaration of Emergency, and Delegation of Authority as deemed necessary for the protection of the public health, public safety, public property, public peace, and the public environment. The proclamation shall take effect and be in full force immediately, shall be time bound with terms for extension.
- Emergency Orders. Proclaim special emergency orders as prepared by the Director of Emergency Preparedness, i.e., curfews, street use, etc. to protect public safety.
- Competitive Bidding Waived. If necessary, waive competitive bidding and award all necessary contracts for purchases and public works construction. Report to Council if this action occurs.
- Execution. Sign mutual aid agreements with other municipalities, the County and other governmental subdivisions, which have been approved by the City Council.
- Fund Acceptance. Accept and use gifts, grants and loans of state and federal funds, services, equipment and supplies on behalf of the City. These actions must be reported to and ratified by Council.
- Command. Enlist the service and equipment of citizens.

L. EMERGENCY POWERS & DUTIES OF OFFICERS

Additional responsibilities apply in emergency situations.

- Communication. The Council President, or their Councilmember delegate or successor, shall make reasonable attempts to contact all Councilmembers to ensure their safety and report to the Mayor.

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- **Coordination.** The Council President, or their Councilmember delegate or successor, shall work with the Mayor and the Administration during an emergency to assign individual Councilmembers to support activities necessary for the routine operations of City business.
- **Meetings.** The Council President may call for additional meetings of the Council to enable emergency action by Council.
- **Assignments.** The Presiding officer of a meeting shall authorize and assign a designated recordkeeper in absence of the Clerk and shall not designate themselves as recordkeeper.
- **Notice.** The Presiding officer is responsible for reasonable meeting notice requirements where feasible.

M. EMERGENCY DUTIES OF INDIVIDUAL COUNCILMEMBERS

Additional responsibilities apply in emergency situations.

- **Notification.** Report their location and safety to the Council President, Mayor and City Clerk as soon as possible.
- **Leadership.** Provide visible leadership to the community.
- **Volunteer.** Individual Councilmembers may voluntarily accept direct assignments from the Council President, the Mayor and the Administration during an emergency.

N. REFERENCES FOR THIS SECTION

- Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995)
- Municipal Research Services Center and Association of Washington Cities, Mayor & Councilmember Handbook, MRSC Report No. 44. (2019 ed.) Available at http://mrsc.org/getmedia/034f13b6-7ec2-4594-b60b-efaf61dd7d10/Mayor-And-Councilmember-Handbook.pdf.aspx?ext=.pdf
- Ogden, Murphy, Wallace. Letter from City Attorney to Mayor and Council Re: Emergency Powers of Mayor and Council dated 31 March 2020.

Redmond Municipal Code

- RMC Chapter 2.08. Council Meetings.
- RMC Chapter 2.20 Emergency Preparedness.

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Revised Code of Washington

- RCW 35A.11 Laws governing noncharter code cities and charter code cities–powers
- RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities.
- RCW 35A.12.100 Duties and authority of the Mayor – Veto – Tie Breaking Vote
- RCW 35A.12.130 Ordinances – Style – Requisites – Veto.
- RCW 35A.12.190 Powers of Council.
- RCW 35A.34 Biennial Budgets
- RCW 35A.34.140 Emergency expenditures – Nondebatable emergencies.
- RCW 35A.34.150 Emergency expenditures – Other emergencies – Hearing.
- RCW 35A.34.160 Emergency expenditures – Warrants – payment.
- RCW 35A.34.200 Funds – Limitations on expenditures – Transfers and adjustments.
- RCW 35A.34.210 Liabilities incurred in excess of budget.
- RCW 38.52.020 Declaration of policy and purpose
- RCW 38.52.070 Local organizations and joint local organizations authorized–Establishment, operation–Emergency powers, procedures–Communication plans.
- RCW 38.52.100 Appropriations-Acceptance of funds, services, etc.
- RCW 38.52.110 Use of existing services and facilities–Impressment of citizenry–First informer broadcasters.
- RCW 39.04.280 Competitive bidding requirements – Exemptions.

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Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-039
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard	425-556-2200

DEPARTMENT STAFF:

Fire	Ameé Virelle	Deputy Fire Chief

TITLE:
Acceptance of a Washington State Department of Ecology Grant Award, in the Amount of $1,500,000, for the Purchase of an Electric Fire Engine

OVERVIEW STATEMENT:
The Fire Department is seeking Council's approval to accept funding from a Washington State Department of Ecology grant award in the amount of $1,500,000 for the purchase of a second electric fire engine. This award furthers the department's alignment with the City's environmental sustainability goals and supports the health and welfare of Redmond firefighters by eliminating diesel exhaust exposure at station and incident scenes.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond Fire Department Strategic Plan; City of Redmond Environmental Sustainability Action Plan; Redmond 2050 Climate Resilience and Sustainability Element; City Fleet Electrification Strategy; 2025-2050 Redmond Fire Department Functional Plan
- **Required:**
  Council approval is required for acceptance of grant awards and execution of grant agreements.
- **Council Request:**
  N/A
- **Other Key Facts:**
  The Washington State Department of Ecology awarded this grant to support acquisition of zero-emission emergency response apparatus. Electric fire engines reduce tailpipe emissions, lower long-term fuel and maintenance costs, and eliminate occupational diesel exhaust exposure for firefighters. The department is

proactively planning infrastructure upgrades at affected stations to support electric vehicle deployment, consistent with the Fire Functional Plan.

OUTCOMES:
Accepting this grant award will result in the purchase of one electric fire engine for the Redmond Fire Department, advancing two core departmental priorities:

- Environmental Sustainability: The electric engine will eliminate tailpipe emissions from one front-line apparatus, reducing the department's contribution to greenhouse gas output and local air pollutants in alignment with the City's climate commitments and Redmond 2050.
- Firefighter Health and Welfare: Research links cumulative diesel exhaust exposure to elevated cancer risk among firefighters. Transitioning to electric apparatus eliminates idling emissions at stations and incident scenes, materially reducing occupational carcinogen exposure for Redmond personnel.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Grant award effective upon Council acceptance; procurement to follow upon executed grant agreement.
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$2,423,050.24 based on the current vehicle quote.

Up to 75% of eligible costs funded by awarded Washington State Department of Ecology grant, not to exceed $1,500,000.

Approved in current biennial budget: ☐ **Yes** ☒ **No** ☐ **N/A**

Budget Offer Number:
N/A

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
25% match required

Funding source(s):
Washington State Department of Ecology grant funding for up to 75% of eligible costs, not to exceed $1,500,000, and

City matching funds from the Apparatus Replacement Fund.

Budget/Funding Constraints:

The award acceptance deadline in the email is March 20, 2026. Ecology has also advised that no reimbursable costs may be incurred and no vehicle order may be placed until a fully executed grant agreement is in place. The current vendor quote was valid through March 9, 2026, which may require coordination on timing, updated pricing, or a refreshed quote before purchase authorization. The grant application states the City can meet grant requirements by October 31, 2027.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/17/2026	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The Department of Ecology requested that the City accept the grant award by **March 20, 2026**. In addition, the current vehicle quote was valid only through **March 9, 2026**, and the Sourcewell contract referenced in the quote was valid through **February 10, 2026**, which will require updated pricing or procurement coordination. Ecology also advised that the City **may not incur reimbursable costs or place any vehicle order until the grant agreement is fully executed** by both parties. Finally, the City represented in its grant application that it can meet all grant requirements by **October 31, 2027**.

ANTICIPATED RESULT IF NOT APPROVED:

If Council does not approve acceptance of the award, the City risks forfeiting up to $1.5 million in external grant funding for replacement of an older diesel fire engine. Delay or non-acceptance would burden the city's General Fund for apparatus costs which may also reduce the City's ability to advance fleet decarbonization goals, realize projected emissions reductions, and build on the operational investment already made in EV fire apparatus and charging infrastructure at Station 11.

ATTACHMENTS:

Attachment A: Ecology Grant Application (2026)
Attachment B: Ecology Grant 2 narratives
Attachment C: Fleet List
Attachment D: Community Engagement
Attachment E: Budget

For reference:
The following documents were a part of the 2026 Washington Department of Ecology Application Package.

Project Title*	Switcher Locomotive, Tugboat, Emergency Vehicle, Paratransit, and Local Freight Decarbonization
Project Short Description*	City of Redmond requests $1,500,000 in grant funding to purchase an NFPA-certified, Type 1 electric fire engine
Project Long Description	In September 2020, the City of Redmond formally declared a climate emergency and adopted measurable policies through its Environmental Sustainability Action Plan (ESAP), including achieving carbon neutrality from municipal operations by 2030, divesting from fossil fuels, and implementing comprehensive monitoring of municipal energy and carbon impacts. These policies directly align with the goals of the Volkswagen Environmental Mitigation Trust (VW EMT), which prioritizes permanent reductions in nitrogen oxides (NO?) and diesel emissions through the replacement of older diesel engines with zero-emission alternatives. To achieve meaningful emissions reductions, the City identified heavy-duty municipal equipment—particularly fire apparatus—as a priority sector. Fire engines are high-emitting diesel vehicles that operate under frequent load, idle extensively during emergency response and training, and are typically located within residential neighborhoods. Based on EPA and CARB emissions factors, over a conservative 15-year service life, an EV fire engine can displace approximately 270 metric tons of CO2 and 1.95 metric tons (3,900 pounds) of NO?. Replacing a diesel engine with a battery-electric fire engine eliminates these emissions at the point of use, directly advancing VW EMT mitigation objectives. In October 2021, the Redmond Fire Department adopted a community-driven strategic plan that included explicit environmental sustainability goals and evaluation of alternative fuels for fire apparatus. In November 2022, a team of Redmond firefighters traveled to Madison, Wisconsin, to evaluate the first electric fire engine in active front-line service in North America. The evaluation focused on operational performance, reliability, and firefighter safety, and concluded unanimously that electric fire apparatus could meet or exceed Redmond’s emergency response needs while significantly reducing emissions and noise impacts. Following this evaluation, the City was awarded $587,154 through the Washington State Department of Ecology Air Quality Volkswagen DERA Grant. In March 2025, Redmond placed the first electric fire engine in service in the State of Washington, demonstrating operational feasibility, trained staffing, and reduced implementation risk. Building on this proven success, the City seeks funding through the Air Quality Volkswagen Rails, Keels and Wheels Grant to purchase a second NFPA-certified, Type 1 electric fire engine. This project will permanently retire a 2002 diesel fire engine, resulting in estimated lifetime emissions reductions of approximately 1.95 metric tons of NO? and 270 metric tons of CO2, while eliminating diesel particulate matter and toxic exhaust exposure. The electric fire engine will be assigned to Fire Station 11, which serves neighborhoods scoring “8” and “9” on the Washington Environmental Health Disparities Map—areas disproportionately impacted by diesel emissions. Fire Station 11 is currently being upgraded with DC Fast Charging capabilities, a project approved in 2024, so no funding will be needed for infrastructure. The City has a robust community engagement plan that is based in part on the success of the first EV fire engine outreach plan.

The City of Redmond respectfully requests $1,500,000 to offset the $2,423,050 cost of a new EV fire engine, and to accelerate diesel displacement, improve air quality in overburdened communities, and advance the intent of the Volkswagen Environmental Mitigation Trust while maintaining the highest standards of emergency response. The City of Redmond can meet all grant requirements by the deadline of October 31, 2027.

Total Cost*	$2,423,050.24	Total Eligible Cost*	$1,500,000.00
Effective Date*	01/08/2026	Expiration Date*	03/09/2026
Ecology Program*	AQVW		
Project Category*	[X]Rails, Keels, and Wheels		

Will Environmental Monitoring Data be collected? No

Overall Goal* Reduce harmful air pollution and greenhouse gas emissions associated with diesel vehicles and equipment. Help accelerate the transition to zero emission and increase public awareness of zero-emission technology feasibility.

Project Themes

Select a primary and secondary theme that best describes the work to be achieved during this project.

Primary Theme:	Air Quality
Secondary Theme(s):	Volkswagen - Settlement

Project Website

If your project has a website, please enter the web address below. To add another website, click the + button to the right. Up to three websites may be provided. To delete a website, click the - button to the right, then click confirm.

Website Title/Name	Website Address

Location Type	Location Value	Location Percent
Ecology Region	NWRO	100%
County	King	100%
Congressional District	1	99%
Congressional District	8	0%
Congressional District	9	0%
Legislative District	45	33%
Legislative District	48	66%
Water Resource Inventory Area (WRIA)	8 (Cedar - Sammamish)	100%

Project Manager	Adrian Sheppard Contact Information Fire Chief 8450 161st Ave NE Redmond, Washington 98052-3848 (425) 979-8386 asheppard@redmond.gov
Authorized Signatory	Adrian Sheppard Contact Information Fire Chief 8450 161st Ave NE Redmond, Washington 98052-3848 (425) 979-8386 asheppard@redmond.gov
Billing Contact	Adrian Sheppard Contact Information Fire Chief 8450 161st Ave NE Redmond, Washington 98052-3848 (425) 979-8386 asheppard@redmond.gov

Other recipient signatures on printed agreement

Name	**Title**

*1. Have you read the guidelines for this grant opportunity? [X] Yes [ ] No
Date guidelines were read: 12/09/2025
Initials: MD

*2. Please select your project category. Note: applicants may apply for more than one **vehicle/category**, but must submit separate applications for each project.
To request additional applications beyond the initial five, please contact the VW grants team at vwsettlements@ecy.wa.gov.

[X]Emergency Vehicles Class 8 (> 33,001 lb.)
[ ]Emergency Vehicles Class 4 - 7 (14,001-33,000 lb.)
[ ]Freight Switcher Locomotive
[ ]Tugboat
[ ]Other Class 8 Vehicle (> 33,001 lb.)
[ ]Other Class 4-7 Vehicle (14,001-33,000lb.)

*3. What is the average annual fuel consumption of the diesel vehicle/equipment proposed for repower or scrap?
754

*4. What is the engine model year of the diesel vehicle/equipment proposed for repower or scrap?
2002

*5. Please select your organization type:
[ ]Business registered in the State of Washington
[ ]Non-profit 501(c)(3) organizations
[X]City
[ ]County
[ ]State Government
[ ]Public Utility District
[ ]Public port / public port authority
[ ]School district, public college, university
[ ]Tribe
[ ]Other

*6. Do you own the vehicle/equipment you intend to scrap and replace or repower?
[X]Yes
[ ]No

*7. Please enter the address where the fueling infrastructure to support the new zero emission vehicle/equipment will be installed.
8450 161st. Ave. NE. Redmond, WA 98052

*8. Is the address where the fueling infrastructure will be installed on land managed by a Tribal Government?
[ ]Yes
[X]No

*9. What type of fueling infrastructure will you install to support the proposed zero emission vehicle/equipment?
[ ] Level 2
[X] DC Fast Charger
[ ] Hydrogen

*10. Do you own the property on which the fueling infrastructure will be installed? Note: If you do not own the property, you must submit a Site-Host agreement certifying you have permission to install fueling infrastructure.
[X]Yes
[ ]No

*11. Will the installation of fueling infrastructure have the potential for ground disturbance? If yes, Please describe the extent of ground disturbance in the text box below. Example: trenching to install conduit and a concrete pad to support the EVSE installation.

[ ]Yes
[X]No
The charging infrastructure for this location (Fire Station 11) is already being installed to charge existing electric vehicles, separate from this grant request.

*12. To be eligible for award, your organization must agree to provide community outreach to inform your service area of the benefits of decarbonizing transportation. Please upload your Community Engagement Plan. A Community Engagement Plan template is available on the Application Menu page.
2527AQVWRKWCommunityEngagement.docx

*13. Please upload a quote for the purchase and installation of fueling infrastructure. This should include all eligible projects costs. Ecology will use this information to verify grant funding amounts. **NOTE: Do not pre-order. Pre-ordered vehicles/equipment do not qualify for a grant.**
No Fueling Equipment to be Requested.docx

*14. Please upload a quote for the new zero emission vehicle/piece of equipment you are proposing to purchase or repower. Ecology will use this information to verify grant funding amounts. **NOTE: Do not pre-order. Pre-ordered vehicles/equipment do not qualify for a grant.**
MC1092 Redmond Volterra Quote 010526.pdf

Ecology Grant 2 – Narratives

Project Short Description: 500 words or less

In September 2020, the City of Redmond formally declared a climate emergency and adopted measurable policies through its Environmental Sustainability Action Plan (ESAP), including achieving carbon neutrality from municipal operations by 2030, divesting from fossil fuels, and implementing comprehensive monitoring of municipal energy and carbon impacts. These policies directly align with the goals of the Volkswagen Environmental Mitigation Trust (VW EMT), which prioritizes permanent reductions in nitrogen oxides (NO_x) and diesel emissions through the replacement of older diesel engines with zero-emission alternatives.

To achieve meaningful emissions reductions, the City identified heavy-duty municipal equipment—particularly fire apparatus—as a priority sector. Fire engines are high-emitting diesel vehicles that operate under frequent load, idle extensively during emergency response and training, and are typically located within residential neighborhoods. Based on EPA and CARB emissions factors, over a conservative 15-year service life, an EV fire engine can displace approximately 270 metric tons of CO_2 and 1.95 metric tons (3,900 pounds) of NO_x. Replacing a diesel engine with a battery-electric fire engine eliminates these emissions at the point of use, directly advancing VW EMT mitigation objectives.

In October 2021, the Redmond Fire Department adopted a community-driven strategic plan that included explicit environmental sustainability goals and evaluation of alternative fuels for fire apparatus. In November 2022, a team of Redmond firefighters traveled to Madison, Wisconsin, to evaluate the first electric fire engine in active front-line service in North America. The evaluation focused on operational performance, reliability, and firefighter safety, and concluded unanimously that electric fire apparatus could meet or exceed Redmond's emergency response needs while significantly reducing emissions and noise impacts.

Following this evaluation, the City was awarded $587,154 through the Washington State Department of Ecology Air Quality Volkswagen DERA Grant. In March 2025, Redmond placed the first electric fire engine in service in the State of Washington, demonstrating operational feasibility, trained staffing, and reduced implementation risk.

Building on this proven success, the City seeks funding through the Air Quality Volkswagen Rails, Keels and Wheels Grant to purchase a second NFPA-certified, Type 1 electric fire engine. This project will permanently retire a 2002 diesel fire engine, resulting in estimated

lifetime emissions reductions of approximately 1.95 metric tons of NO_x and 270 metric tons of CO_2, while eliminating diesel particulate matter and toxic exhaust exposure.

The electric fire engine will be assigned to Fire Station 11, which serves neighborhoods scoring "8" and "9" on the Washington Environmental Health Disparities Map—areas disproportionately impacted by diesel emissions.

The City of Redmond respectfully requests $1,500,000 to accelerate diesel displacement, improve air quality in overburdened communities, and advance the intent of the Volkswagen Environmental Mitigation Trust while maintaining the highest standards of emergency response.

Project Long Description: 4000 words or less

In September 2020, the City of Redmond formally declared a climate emergency, recognizing the urgent need to reduce greenhouse gas (GHG) emissions and criteria pollutants that adversely affect public health. Guided by the City's Environmental Sustainability Action Plan (ESAP), Redmond adopted clear, measurable policies and performance targets, including:

- Achieving carbon neutrality from municipal operations by 2030
- Divesting from fossil fuels
- Implementing a comprehensive system to monitor and report the full carbon and energy footprint of all municipal departments and capital projects

These policies directly align with the intent of the Volkswagen Environmental Mitigation Trust (VW EMT), which prioritizes the reduction of nitrogen oxides (NO_x) and diesel-related emissions through the replacement or repowering of older diesel engines with zero-emission alternatives.

Addressing Diesel Emissions from Heavy-Duty Municipal Equipment

To achieve meaningful emissions reductions, the City identified heavy-duty municipal equipment—particularly fire apparatus—as a critical sector requiring early action. Fire engines are high-emitting diesel vehicles that operate under frequent load, idle extensively during emergency response and training, and are typically housed within or adjacent to residential neighborhoods.

Based on EPA and CARB heavy-duty diesel emissions factors, a single aging diesel fire engine emits approximately:

- 18 metric tons of carbon dioxide (CO_2) annually
- 0.13 metric tons (260 pounds) of nitrogen oxides (NO_x) annually
- Measurable particulate matter ($PM_{2.5}$) and diesel exhaust toxics associated with adverse respiratory and cardiovascular outcomes

Over a conservative 15-year service life, one diesel fire engine can be expected to emit:

- ≈270 metric tons of CO_2
- ≈1.95 metric tons (3,900 pounds) of NO_x

Replacing a diesel fire engine with an electric fire engine helps eliminate these emissions at the point of use, directly fulfilling VW EMT objectives related to NO_x reduction, diesel displacement, and public-health benefit.

Fire Department Strategic Planning and Early Adoption of Zero-Emission Technology

In October 2021, the Redmond Fire Department adopted a community-driven strategic plan that included explicit environmental sustainability objectives, including the evaluation and adoption of alternative fuels for fire apparatus. This effort was informed by community input, City climate goals, and emerging national best practices within the fire service.

Recognizing the limited real-world data available on electric fire engines at the time, the Department made a deliberate investment in first-hand evaluation. In November 2022, a team of Redmond firefighters traveled to Madison, Wisconsin, to assess the first and only electric fire engine in active front-line service in North America. The evaluation focused on emergency response performance, reliability, operational readiness, and firefighter safety.

The evaluation team reported unanimous agreement that electric fire apparatus could meet or exceed the operational requirements of the Redmond Fire Department while significantly reducing emissions and noise impacts in the community.

Proven Implementation and Demonstrated Readiness

Following this evaluation, the City of Redmond applied for and was awarded $587,154 through the Washington State Department of Ecology Air Quality Volkswagen DERA Grant in November 2022. In March 2025, the City successfully placed the first electric fire engine in service in the State of Washington, demonstrating operational feasibility and institutional readiness.

This deployment represents a verified, real-world displacement of a diesel fire engine and its associated emissions. It also provides the City with direct operational experience,

trained personnel, maintenance protocols, and charging infrastructure—substantially reducing implementation risk for subsequent electric apparatus.

Proposed Project: Second Electric Fire Engine Acquisition

Building on this demonstrated success, the City of Redmond is now seeking funding through the Air Quality Volkswagen Rails, Keels and Wheels Grant to procure a second NFPA-certified, Type 1 electric fire engine.

The proposed project will result in the permanent retirement of a 2002 diesel fire engine, producing immediate and long-term reductions in NO_x, CO_2, and diesel particulate emissions.

Estimated lifetime emissions reductions for this single EV engine replacement in lieu of a traditional diesel engine include:

- ≈1.95 metric tons of NO_x avoided
- ≈270 metric tons of CO_2 avoided
- Elimination of diesel particulate matter ($PM_{2.5}$) and toxic exhaust exposure at emergency scenes, fire stations, and surrounding neighborhoods

These reductions are directly attributable to the project and align squarely with VW EMT mitigation priorities.

Delivery Timeline and Grant Compliance

The City of Redmond can meet all grant requirements except the delivery deadline of October 31, 2027. At present, no manufacturer of electric fire engines can guarantee delivery in less than approximately 26 months from the date of order, due to limited manufacturing capacity and specialized component supply chains. Redmond's first electric fire engine was delivered in 23 months, demonstrating efficient procurement and project management within the limitations of the manufacturing industry.

However, if awarded, the City believes it can deploy the electric fire engine within 28 months of grant approval, ensuring rapid realization of emissions-reduction benefits.

Deployment in Disproportionately Impacted Communities

The new electric fire engine will be assigned to Redmond Fire Department Station 11 (8450 161st Ave NE, Redmond). This station is currently undergoing installation of multiple DC fast-charging units, ensuring charging capacity is fully operational prior to apparatus delivery.

Station 11 serves neighborhoods that score “8” and “9” on the Washington Environmental Health Disparities Map, identifying them among the areas most adversely impacted by diesel exhaust and cumulative environmental health burdens. Deployment of a zero-emission fire engine at this location directly advances environmental justice objectives by reducing diesel emissions in communities that experience disproportionate exposure.

Public Outreach, Education, and Transparency

The City of Redmond is committed to broad public outreach and transparent reporting on the outcomes of this grant. The City’s Communications Division—a six-person team reporting directly to the mayor—will integrate the project into existing outreach platforms, reaching a daytime population of 130,523 and an evening population of 73,256 through:

- Digital email newsletters (68,000 subscribers)
- Social media (73,000 total followers across City accounts)
- Redmond.gov (≈2,100 daily visitors)
- RCTV cable television station and video programming
- Media releases and earned media coverage
- *Focus* print newsletter (34,000 residents and businesses, three times annually)
- Citywide posters, brochures, and educational materials
- Unit showcased at regional climate impact meetings/events

Outreach related to Redmond’s first electric fire engine generated strong local and regional support, including engagement from:

- State and federal legislators
- Seattle & King County Public Health and EMS leadership
- Kiwanis Club of Redmond
- Amazon
- Microsoft

This project will continue to serve as a visible demonstration of how VW EMT funds produce tangible, community-level air-quality improvements.

Conclusion and Funding Request

The Redmond Fire Department has made a sustained and strategic investment in transitioning to a zero-emission fire apparatus fleet. Grant funding will accelerate this transition by offsetting the higher upfront cost of early-market electric fire engines while delivering measurable NO_x and diesel emissions reductions consistent with the Volkswagen Environmental Mitigation Trust.

Accordingly, the City of Redmond respectfully requests $1,500,000 in grant funding to purchase an NFPA-certified, Type 1 electric fire engine, achieving permanent diesel displacement, improving air quality in disproportionately impacted communities, and maintaining the highest standards of emergency response capability.

Notes:

Unit 8017 – 2002 Pierce VIN: 4P1CT02S92A002113

Fuel – 754 gals per year

Address: 8450 161st. AVE. NE Redmond, WA 98052

Narratives as submitted on the website:

City of Redmond requests $1,500,000 in grant funding to purchase an NFPA-certified, Type 1 electric fire engine

In September 2020, the City of Redmond formally declared a climate emergency and adopted measurable policies through its Environmental Sustainability Action Plan (ESAP), including achieving carbon neutrality from municipal operations by 2030, divesting from fossil fuels, and implementing comprehensive monitoring of municipal energy and carbon impacts. These policies directly align with the goals of the Volkswagen Environmental Mitigation Trust (VW EMT), which prioritizes permanent reductions in nitrogen oxides (NO?) and diesel emissions through the replacement of older diesel engines with zero-emission alternatives.

To achieve meaningful emissions reductions, the City identified heavy-duty municipal equipment—particularly fire apparatus—as a priority sector. Fire engines are high-emitting diesel vehicles that operate under frequent load, idle extensively during emergency response and training, and are typically located within residential neighborhoods. Based on EPA and CARB emissions factors, over a conservative 15-year service life, an EV fire engine can displace approximately 270 metric tons of CO2 and 1.95 metric tons (3,900 pounds) of NO?. Replacing a diesel engine with a battery-electric fire engine eliminates these emissions at the point of use, directly advancing VW EMT mitigation objectives.

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Building on this proven success, the City seeks funding through the Air Quality Volkswagen Rails, Keels and Wheels Grant to purchase a second NFPA-certified, Type 1 electric fire engine. This project will permanently retire a 2002 diesel fire engine, resulting in estimated lifetime emissions reductions of approximately 1.95 metric tons of NO? and 270 metric tons of CO2, while eliminating diesel particulate matter and toxic exhaust exposure.

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The City has a robust community engagement plan that is based in part on the success of the first EV fire engine outreach plan.

The City of Redmond respectfully requests $1,500,000 to offset the $2,423,050 cost of a new EV fire engine, and to accelerate diesel displacement, improve air quality in overburdened communities, and advance the intent of the Volkswagen Environmental Mitigation Trust while maintaining the highest standards of emergency response.

The City of Redmond can meet all grant requirements by the deadline of October 31, 2027.

Washington State Department of Ecology, Air Quality Program
Volkswagen Settlement Grants
Fleet List: Air Quality VW Rails, Keels, and Wheels Grant Program
Template updated October, 2025

Instructions: LIST ONLY THE VEHICLE(s)/EQUIPMENT YOU ARE INTERESTED IN SCRAPPING OR REPOWERING

→ Fill out Table 1 if applying to repower or replace on road vehicles and Table 2 if applying to repower or replace freight switcher locomotives or repower tugboats.
→ For replacement projects, the listed vehicle(s)/equipment(s) (engine & chassis) will be required to be permanently destroyed.
→ For repower projects, listed vehicle(s)/equipment engines will be required to be permanently destroyed.
→ If applying for multiple vehicles, you only need to complete one fleet list to upload to all associated applications
→ Please refer to Funding Guidelines for full eligibility information.

Applicant Information

Organization Name	**City of Redmond**

Table 1. On road vehicle to be scrapped or repowered (Class 4-8 Emergency Vehicle, Paratransit, and Local Freight) you may include any number of items

	Vehicle 1	**Vehicle 2**	**Vehicle 3**	**Vehicle 4**	**Vehicle 5**	**Vehicle 6**	**Vehicle 7**	**Vehicle 8**	**Vehicle 9**	**Vehicle 10**
EAGL Application Number	AQVWRKW-2527-Redmon-00033									
Vehicle Category (Class 8 Local Freight, Paratransit etc)	8									
Vehicle Manufacturer	Pierce									
Engine Manufacturer	Detroit S60									
Vehicle Class	Fire Engine									
Vehicle Identification Number (VIN)	4P1CT02S92A002113									
Engine Model Year	2002									
Fuel Type	Diesel									
Average Annual Fuel Usage (gallons)	754									
Estimated Annual Idling Hours	200									
Current Odometer Reading	129485									
Estimated Years of Use Left	5									
Vehicle Owner (must be same as applicant)	City of Redmond									
Number of years licensed (if applicable) and operational in Washington (minimum 2 years prior to Oct 2025)	23									

Table 2. Off Road Equipment to be scrapped or repowered (Freight Switcher Locomotive and Tugboat) you may include any number of items

EAGL Application Number										
Equipment type (switcher or tugboat)										
Equipment manufacturer										
Engine Manufacturer										
Horsepower										
Emissions tier										
Identification number (VIN, SIN, other)										
Engine Model Year										
Fuel Type										
Average Annual Fuel Usage (gallons)										
Use hours per year (sum of idling hours and active hours)										
Estimated Years of Use Left										
Vehicle Owner (must be same as applicant)										
Number of years licensed (if applicable) and operational in Washington (minimum 2 years prior to Oct 2025)										

Comments

Community Engagement Plan

Background

All Washington residents, regardless of income, race, ethnicity, color, or national origin, have a right to live, work, and recreate in a clean and healthy environment. Low-income communities, communities of color, and indigenous people in Washington and across the country often bear the brunt of pollution and the impacts of climate change.

Ecology is committed to making decisions that do not create disproportionate environmental burdens on any community and would like to understand your plans for implementing these practices within the community that you serve.

Applicant Information

Organization name: City of Redmond

EAGL application number: AQVWRKW-2527-Redmon-00033

Project location: 8450 161st. AVE. NE Redmond, WA 98052

Engagement Plan

When answering the following questions, consider the community impact of your project, the strategies you will use for engagement, and how you can build relationships within your community to ensure your project's success.

1. Identify the communities that will be affected by this project (example: drivers and operators, nearby neighborhoods, Tribal communities, schools, community organizations, etc.). Please include a description of the values and demographics (such as social and economic demographics) of those communities. Please also identify the specific Tribal communities, with current and historic connections to the area, that may be impacted by this project.
    a. The new electric fire engine will be assigned to Redmond Fire Department Station 11 (8450 161st Ave NE, Redmond). Station 11 serves neighborhoods that score "8" and "9" on the Washington Environmental Health Disparities Map, identifying them among the areas most adversely impacted by diesel exhaust and cumulative environmental health burdens. Deployment of a zero-emission fire engine at this location directly advances environmental justice objectives by reducing diesel emissions in communities that experience disproportionate exposure.

2. Describe the potential impacts (both positive and negative) of this project on the communities identified in the previous question. How does your organization currently acknowledge and support the environmental, cultural, and economic values in these communities?

    a. In September 2020, the City of Redmond formally declared a climate emergency, recognizing the urgent need to reduce greenhouse gas (GHG) emissions and criteria pollutants that adversely affect public health. Guided by the City's Environmental Sustainability Action Plan (ESAP), Redmond adopted clear, measurable policies and performance targets, including:

        - Achieving carbon neutrality from municipal operations by 2030
        - Divesting from fossil fuels
        - Implementing a comprehensive system to monitor and report the full carbon and energy footprint of all municipal departments and capital projects

        These policies directly align with the intent of the Volkswagen Environmental Mitigation Trust (VW EMT), which prioritizes the reduction of nitrogen oxides (NO_x) and diesel-related emissions through the replacement or repowering of older diesel engines with zero-emission alternatives.

    b. The deployment of an electric fire engine also helps reduce exposure to loud noise during its routine/non-emergency travels througout the community.

3. What steps will you take to build relationships with the communities identified above? Examples could include attending community events, producing educational materials, distributing press releases, sharing information with industry-specific outlets, etc.

    The City of Redmond is committed to broad public outreach and transparent reporting on the outcomes of this grant. The City's Communications Division—a six-person team reporting directly to the mayor—will integrate the project into existing outreach platforms, reaching a daytime population of 130,523 and an evening population of 73,256 through:

    - Digital email newsletters (68,000 subscribers)
    - Social media (73,000 total followers across City accounts)
    - Redmond.gov (≈2,100 daily visitors)
    - RCTV cable television station and video programming
    - Media releases and earned media coverage
    - *Focus* print newsletter (34,000 residents and businesses, three times annually)

- Citywide posters, brochures, and educational materials
- Unit showcased at regional climate impact meetings/events

Outreach related to Redmond's first electric fire engine generated strong local and regional support, including engagement from:

- State and federal legislators
- Seattle & King County Public Health and EMS leadership
- Kiwanis Club of Redmond
- Amazon
- Microsoft

This project will continue to serve as a visible demonstration of how VW EMT funds produce tangible, community-level air-quality improvements.

4. Identify the person(s) in your organization responsible for community engagement related to the zero-emission equipment or vehicle(s).
    a. The City's Communications Division—a six-person team reporting directly to the mayor—will integrate the project into existing outreach platforms. In addition, the Fire Department's public outreach program will continue to market the viability and benefits of EV fire engines, similar to the method used (and still used today) for the current EV fire engine already in service since March 2025.

5. What metrics will you use to track and demonstrate community engagement?
    a. Annual public education events (number of community members contacted) will be the primary metric.

Is there anything else you would like to share about your community engagement plans?

a. In March 2026, the Redmond Fire Department will initiate a community-driven strategic planning process where the current electric fire engine will be highlighted with hands-on demonstrations to the community members in attendance.
b. The current electric fire engine is routinely profiled in media stories.

Reminder: if awarded a grant from Ecology under this grant program, you will be required to report to Ecology on outreach and engagement activities completed through the expiration of the grant period.

Project Budget

Instructions:
Please enter all eligible costs related to this project. One application may only include one vehicle/piece of equipment. See the grant guidelines for more information on project categories and eligible costs.

Name of Applicant: City of Redmond

EAGL Application Number: AQWWRKW-2527-Redmon-00033

Ecology use only

Total Eligible Cost. This includes the Ecology grant plus required match. Ecology to calculate

Applicant Match Percentage. Ecology to calculate

%

Ecology Share Percentage. Ecology to calculate

%

*Please enter the grant amount you are requesting from Ecology for your project. Please see page 13 of the grant guidelines for Ecology's funding level requirements.

$1,500,000.00

*Please enter the cost share amount you will contribute to the project. Please see page 13 of the grant guidelines for required match.

$925,050.24

*Please enter the total cost of the equipment/vehicles included in this application.

$2,423,050.24

*Please enter the total cost of the charging infrastructure, including purchase and installation.

$0.00

Please enter all other eligible expenditures below. Please see page 15 of the grant guidelines for eligible costs.

Expenditure Description	Expenditure Amount
Total	$0.00

Project Budget

Instructions:
Please enter all eligible costs related to this project. One application may only include one vehicle/piece of equipment. See the grant guidelines for more information on project categories and eligible costs.

Name of Applicant:

EAGL Application Number:

Ecology use only

Total Eligible Cost. This includes the Ecology grant plus required match. Ecology to calculate

Applicant Match Percentage. Ecology to calculate

%

Ecology Share Percentage. Ecology to calculate

%

*Please enter the grant amount you are requesting from Ecology for your project. Please see page 13 of the grant guidelines for Ecology's funding level requirements.

*Please enter the cost share amount you will contribute to the project. Please see page 13 of the grant guidelines for required match.

*Please enter the total cost of the equipment/vehicles included in this application.

*Please enter the total cost of the charging infrastructure, including purchase and installation.

Please enter all other eligible expenditures below. Please see page 15 of the grant guidelines for eligible costs.

Expenditure Description	Expenditure Amount
Total	$0.00

Project Budget

Instructions:
Please enter all eligible costs related to this project. One application may only include one vehicle/piece of equipment. See the grant guidelines for more information on project categories and eligible costs.
Each vehicle and related cost should be entered on a separate sheet, copy sheets as needed

Name of Applicant:

EAGL Application Number:

Ecology use only

Total Eligible Cost. This includes the Ecology grant plus required match. Ecology to calculate

Applicant Match Percentage. Ecology to calculate

%

Ecology Share Percentage. Ecology to calculate

%

*Please enter the grant amount you are requesting from Ecology for your project. Please see page 13 of the grant guidelines for Ecology's funding level requirements.

*Please enter the cost share amount you will contribute to the project. Please see page 13 of the grant guidelines for required match.

*Please enter the total cost of the equipment/vehicles included in this application.

*Please enter the total cost of the charging infrastructure, including purchase and installation.

Please enter all other eligible expenditures below. Please see page 15 of the grant guidelines for eligible costs.

Expenditure Description	Expenditure Amount
Total	$0.00

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-040
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Aaron Noble	Project Manger
Public Works	Tom Hardy	Functional Area Lead
Public Works	Steve Gibbs	Division Manager
Public Works	Brandon Buehler	Deputy Public Works Director

TITLE:
Approval of Final Contract with Active Construction Incorporated, in the Amount of $1,806,230.82, and Acceptance of Construction for the 10000 Avondale Erosion Control Project

OVERVIEW STATEMENT:
Public Works is requesting Council to approve the final contract and accept construction for the 10000 Avondale Erosion Control Project (No. 1807). This contract with Active Construction Incorporated had a base bid amount of $1,866,866, plus or minus change orders and bid items increases or decreases, resulting in a final contract amount of $1,806,230.82

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Capital Investment Program
- **Required:**
  Council approval is required to accept a Public Works contract that exceeds $300,000 (2018 City Resolution 1503
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
This project constructed a 1,000-foot soldier pile retaining wall near the 10,000 block of Avondale Road to prevent erosion from Bear Creek. The project also installed new salmon habitat, removed invasive plants, and replanted native trees and vegetation.

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:
$1,806,230.82

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
Transportation CIP, Grant

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action

6/4/2019	Business Meeting	Approve
12/1/2020	Business Meeting	Approve
5/7/2024	Business Meeting	Approve
3/3/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

ANTICIPATED RESULT IF NOT APPROVED:
The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

ATTACHMENTS:
Attachment A: 10000 Avondale Erosion Control Project Information Sheet
Attachment B: Additional Project Information

CIP Project Information Sheet

Project Name: 10000 Block of Avondale Road Erosion

Project Status: Existing - Revised
Functional Area(s): Stormwater, Transportation
Relevant Plan(s): Utilities Strategic Plan, Transportation Master Plan
Neighborhood: Bear Creek

Time Frame: 2019-2025
Budget Priority: Healthy and Sustainable
Citywide Rank: 1
Functional Area Priority: High

Location: NE 100th Court and Avondale Road

Description:
Stabilize road embankment and repair the stormwater outfall to prevent failure of Avondale Road and/or the sidewalk. Complete in-stream habitat elements for mitigation and enhancement.

Anticipated Outcomes: ***Primary:*** Asset Protection ***Secondary:*** Natural Environment
Road embankment is protected from further erosion.

Request: ***Primary Reason(s):*** Budget Process
Project approved in the 2023-2028 CIP budget process.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	$2,269,458								$2,269,458
Approved Changes	$509,479	$578,020							$1,087,499
Current Approved Budget	**$2,778,937**	**$578,020**							**$3,356,957**
Proposed New Budget	**$3,038,313**	**$139,260**							**$3,177,573**
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	$345,272								**$345,272**
Right of Way	$1,761								**$1,761**
Design (31-100%)	$579,398	$449							**$579,847**
Construction	$2,111,882	$138,811							**$2,250,693**
Contingency									
Total	**$3,038,313**	**$139,260**							**$3,177,573**

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost					$6,000	$6,000	$6,000	$6,000	**$24,000**

Explanation: Wall inspection/repair as needed; permit required monitoring & plant maintenance which will reduce as plants mature.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Stormwater CIP	$879,498	$15,811		$895,309
Grant - King County CIP	$1,577,112			$1,577,112
Transportation CIP	$328,405			$328,405
General Fund	$233,969	$75,000		$308,969
Real Estate Excise Tax	$19,329	$48,449		$67,778
Total	**$3,038,313**	**$139,260**		**$3,177,573**



Attachment B – Additional Project Information

10000 Avondale Erosion Control

Fiscal Information

Project Budget at Bid	
Transportation CIP	$573,398
Stormwater CIP	$1,243,344
Grant – King County CIP	$1,550,000
General Fund	$698,094
King County Opportunity Grant	$27,147
Total Funding	**$4,091,983**

Total Project Costs	
Design	$1,158,801
Construction	$2,018,772
Total Estimated Project Cost	**$3,177,573**

Total Budget Savings	**$914,410**

Previous Project-Related Council Touches

Date	**Meeting**	**Action**
June 6, 2019	City Council	Approve Consultant Agreement
December 1, 2020	City Council	Approve Consultant Supplement
May 7, 2024	City Council	Award Construction Contract

Photos





City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-041
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Joe Averill	Project Manager
Parks	Darcey Rayner-Shepard	Parks Manager
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Brandon Buehler	Acting Deputy Public Works Director

TITLE:
Approval of the Final Contract with Rodarte Construction, Inc. of Auburn, WA, in the Amount of $899,199, and Acceptance of Construction for the Hardscape Project - Grass Lawn Park Parking Lot Project

OVERVIEW STATEMENT:
Public Works is requesting Council to approve the final contract and accept construction for the Hardscape Project - Grass Lawn Park Parking Lot project No.2322. This contract with Rodarte Construction, Inc. had a base bid amount of $871,256, plus or minus change orders and bid item increases or decreases, resulting in a final contract amount of $899,199.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  PARCC Plan, ADA Transition Plan
- **Required:**
  Council approval is required to accept a Public Works contract that exceeds $300,000 (2018 City Resolution 1503).
- **Council Request:**
  NA

- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the March 17, 2026, Council business meeting.

OUTCOMES:
Project objectives included renovation of the Grass Lawn Park parking lot adjacent to 148th Avenue NE to ensure a safe, level surface for vehicles and park visitors. All project objectives were met.

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:
$899,199

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
General Fund, Real Estate Excise Tax

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/3/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

ANTICIPATED RESULT IF NOT APPROVED:
The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

ATTACHMENTS:
Attachment A: Hardscape Project - Grass Lawn Park Parking Lot Project Information Sheet
Attachment B: Additional Project Information

CIP Project Information Sheet

Project Name: Hardscape Project - Grass Lawn Park Parking Lot

Project Status: Existing - Revised
Functional Area(s): Parks
Relevant Plan(s): PARCC Plan, ADA Transition Plan
Neighborhood: Grass Lawn

Time Frame: 2023-2025
Budget Priority: Vibrant and Connected
Citywide Rank: 76
Functional Area Priority: Medium

Location: 7031 148th Avenue NE

Description:
Renovation of 148th Avenue NE parking lot to address pavement failures, root eruptions, and ADA deficiencies.

Anticipated Outcomes: ***Primary:*** Rehabilitation ***Secondary:*** Code Requirement

Provide a safe, level surface for vehicles to park and visitors to walk on. New ADA parking stalls will be in compliance with current ADA guidelines and requirements.

Request: ***Primary Reason(s):*** Budget Process

Full depth asphalt replacement needed for entire parking lot and expanded ADA improvements increased the cost. More refined cost estimates. Close out activities in 2025.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	$282,241								$282,241
Approved Changes	$589,674	$259,570							$849,244
Current Approved Budget	**$871,915**	**$259,570**							**$1,131,485**
Proposed New Budget	**$1,085,049**	**$81,047**							**$1,166,096**

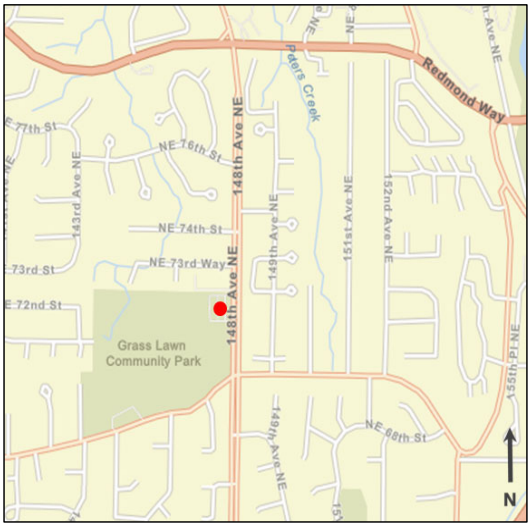
Proposed changes due to ___ Scope Change ___ Schedule Change X Budget Change

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	$37,577								**$37,577**
Right of Way									
Design (31-100%)	$109,451	$10,281							**$119,732**
Construction	$938,022	$70,766							**$1,008,788**
Contingency									
Total	**$1,085,049**	**$81,047**							**$1,166,096**

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Real Estate Excise Tax	$446,920	$34,630		$481,550
General Fund	$603,498	$46,617		$650,115
Parks ADA Parking Lots and Pathways	$74,593	$13,370		$87,963
Total	**$1,125,012**	**$94,617**		**$1,219,629**



Attachment B – Additional Project Information

Hardscape Project – Grass Lawn Park Parking Lot

Project Discussion

This project renovated the Grass Lawn Park parking lot adjacent to 148th Avenue NE and included full depth replacement of the entire asphalt parking lot, installed new stormwater pipes, catch basins, constructed ADA compliant curb ramp, sidewalk, and parking stalls. English ivy was removed from the planting beds and replaced with climate-resistant ground cover and new trees better suited for the site were installed with defined root zones to ensure long-term success of the infrastructure improvements. The new trees include Redpoint Maple, Emerald Avenue Hornbeam, and Magnolia Victoria, all which align with our Climate Resilience and Sustainability in Vegetation Management Plan (CRSVM Plan), in addition to our Tree Canopy Plan.

The final change order was executed, and various bid item increases resulted in a final contract amount of **$899,199**.

Fiscal Information

Current Project Budget	
Real Estate Excise Tax	$481,550
General Fund	$650,115
Parks ADA Parking Lots and Pathways	$87,963
Total Funding	**$1,219,629**

Estimated Project Costs	
Design	$157,309
Construction	$1,008,788
Contingency	$0
Total Estimated Project Cost	**$1,166,096**
Budget Difference	**$53,533**

Project Photos



PARK ENTRANCE ON 148TH AVE NE



ADA PARKING AND PEDESTRIAN ROUTE

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-042
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Lisa Rigg	Senior Engineer
Public Works	Deepali Jodh	Senior Project Manager
Public Works	Chris Stenger	Deputy Public Works Director
Public Works	Steve Gibbs	Capital Projects Division Manger

TITLE:
Approval of a Consultant Agreement with OTAK, in the Amount of $207,958, for the Connection to King County Wastewater System - Avondale Way

OVERVIEW STATEMENT:
Public Works is requesting approval of a consultant agreement with OTAK in the amount of $207,958. This agreement is for design services for the Connection to King County Wastewater System - Avondale Way, which will replace 20 lineal feet of existing 18" reinforced concrete pipe with 27" reinforced concrete pipe. The work will include a new saddle manhole at the connection point with the King County Trunk, and abandonment of the existing connection.

Three consultants were selected from the MRSC roster for Engineering Services to submit proposals. Two proposals were received, and OTAK's proposal was rated the highest. Scope and budget were then developed with OTAK to move forward.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  General Sewer Plan

Community Strategic Plan - Objective #1:

Invest in infrastructure preservation and replacement across the city to maintain the current level of service, the reliability of capital assets and provide timely and cost-effective replacement.

- **Required:**
  Council approval is required to award an Architectural and Engineering Services agreement that exceeds $50,000 (2018 City Resolution 1503).
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:

The project will increase the undersized section of pipe in the Avondale Wastewater Conveyance that connects to the King County Wastewater Trunk. This improvement will accommodate existing and future flows (using buildout of existing zoning) without causing surcharging in the upstream manholes.

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:
$1,090,664

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
Wastewater CIP

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/3/2026	Committee of the Whole - Planning and Public Works	Provide Direction

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:
Not approving the design contract affects the anticipated city project timeline for construction and the completion of this project would be delayed according to CIP budget documents.

ATTACHMENTS:
Attachment A: CIP Project Information Sheet
Attachment B: OTAK Consultant Agreement

CIP Project Information Sheet

Project Name: Connection to King County Wastewater System - Avondale Road

Project Status: Existing - Revised
Functional Area(s): Wastewater
Relevant Plan(s): General Wastewater Plan, Utilities Strategic Plan
Neighborhood: Southeast Redmond

Time Frame: 2024-2028
Budget Priority: Healthy and Sustainable
Citywide Rank: 43
Functional Area Priority: High

Location: Avondale Way at NE Union Hill Road

Description:
Replace the 18" reinforced concrete pipe with a 27" reinforced concrete or 30" ductile iron pipe. Install a new manhole on King County's sewer trunkline.

Anticipated Outcomes: ***Primary:*** Upgrade/Enhancement ***Secondary:***
Reduced maintenance demand and risk of sewer overflow.

Request: ***Primary Reason(s):*** Budget Process, Delays/Escalation
Location and depth of wastewater pipe near Bear Creek may require additional permits and a longer permitting review time. Construction may also require dewatering of project area.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	$34,234	$136,938	$595,873						$767,045
Approved Changes	-$14,454	$117,842	-$358,515	$701,138	$175,285				$621,296
Current Approved Budget	**$19,780**	**$254,780**	**$237,358**	**$701,138**	**$175,285**				**$1,388,341**
Proposed New Budget	**$9,763**	**$170,854**	**$152,758**	**$605,831**	**$151,458**				**$1,090,664**
Proposed changes due to	__ Scope Change		__ Schedule Change		X Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	$9,763	$58,577							**$68,340**
Right of Way		$12,516							**$12,516**
Design (31-100%)		$58,577	$117,154						**$175,731**
Construction				$500,660	$125,165				**$625,825**
Contingency		$41,184	$35,604	$105,171	$26,293				**$208,252**
Total	**$9,763**	**$170,854**	**$152,758**	**$605,831**	**$151,458**				**$1,090,664**

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Wastewater CIP	$9,763	$1,080,901		$1,090,664
Total	**$9,763**	**$1,080,901**		**$1,090,664**



Washington State Department of Transportation

Supplemental Agreement Number 1	Organization and Address Otak, Inc. 11241 Willows Rd NE, Suite 200 Redmond, WA 98052 Phone: 425-822-4446	
Original Agreement Number 10914		
Project Number 1601	Execution Date	Completion Date 12/31/2027
Project Title Connection to King County Wastewater System	New Maximum Amount Payable $207,958	
Description of Work Engineering design services		

The Local Agency of City of Redmond
desires to supplement the agreement entered in to with Otak, Inc.
and executed on 7/28/25 and identified as Agreement No. 10914
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Contract end date is revised to 12/31/2027

III

Section V, PAYMENT, shall be amended as follows:

As outlined in Exhibit D, the maximum payable amount has been increased by $175,595, bringing the new total to $207,958.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A
Connection to King County Wastewater System
Agreement History

Supplement Number	Date	Amount	New Maximum Amount Payable	Supplement Reason
Original	7/28/2025	$32,363	$32,363	N/A
1		$175,595	$207,958	Design services

City of Redmond
Connection to King County Wastewater System - Avondale Way

Otak Project No. 22289

01/16/2026

Amendment No. 1

Description of Project

LOCATION: Avondale Way just south of NE Union Hill Rd

DESCRIPTION: Otak previously conducted data review, a site visit, and a preliminary alternatives analysis. This amendment adds services for final design of the preferred alternative. The King County (County) sewer trunkline was determined to be within the roadway and the preferred alternative includes replacement of the City sewer main along the existing alignment. A new manhole will be required at the connection to the County sewer trunk. This project will involve extensive work within Avondale Way, which is a concrete panel road under asphalt concrete pavement. The pipe is about 12' - 18' deep. A roadway restoration will be included in this project. The design is anticipated to include:

- Replace approximately 20 ft length of 27-inch diameter pipe, depending upon the alignment
- Installation of new manhole
- Plug existing service connection
- Shoring, 12’-18’ ft deep
- Dewatering as needed
- Repave and stripe
- Restoration of signal system

SCHEDULE:
The initial effort is anticipated to last 7 months with notice to proceed in January 2026 and completion of bid support in July 2026. The target construction start is summer of 2026.

The Scope of Services is described in detail in the following sections.

1.0 Project Management and Coordination

1.1 Coordination with the City

Otak will coordinate with the City on a regular basis by phone and email to keep the project manager informed about project progress, project issues and schedule. Otak will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the City project manager will occur on a weekly basis. As needed, based on project activity, the status meeting may be adjusted to occur bi-weekly. The project management meetings will generally be held virtually. It is anticipated that a total of fourteen (14) project management meetings will be held during the design period. Attendance will include OTAK’s project manager and Project Engineer. Meetings are expected to be one (1) hour or less.

1.2 Project Management Plan

Otak will prepare a preliminary Project Management Plan (PMP) prior to the project kickoff meeting. The PMP will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the PMP. The PMP will be updated after the project kickoff meeting, subject to comments received. This Task includes attendance of one (1) project kickoff meeting by key design team members.

TASK 1.2 DELIVERABLES

- Project Management Plan (PMP)
- Project schedule updates

1.3 Project Monitoring and Reporting

Project monitoring and reporting will include the coordination of design team members, subconsultants, internal project scheduling, and the preparation of a monthly progress report and a monthly invoicing.

TASK 1.3 DELIVERABLES

- Monthly progress report and invoice, per Redmond requirements

TASK 1 ASSUMPTIONS

- Notice to proceed will occur in January 2025 with bid support completion anticipated by end of July 2026.

3.0 Geotechnical Investigation

3.2 Geotechnical Investigation and Analysis (Sub-GeoEngineers)

The geotechnical subconsultant Scope of Services is included as Attachment A.

3.3 Geotechnical Review and Coordination

Otak will review geotechnical deliverables prepared by a subconsultant and provide coordination for the geotechnical field work and design recommendations.

4.0 Topographic Survey and Basemap

4.1 Topographic Survey and Basemap for Design

Otak will provide topographic surveying and mapping along Avondale Way of existing surface features of the site, including topography breaks, pavement and other hardscape, walls, sidewalk railings, landscape areas, significant trees (minimum eight-inch diameter deciduous and four-inch diameter conifer), striping, signs, utilities, and appurtenant structures. This field survey data, in addition to the City's GIS data and any as-built and/or utility plans available from the City (or utility providers), will be utilized to create a basemap sufficient for final design of improvements. The map will show planimetric features with contour lines at one-foot intervals. Survey will be established on NAD 83(2011) Washington State Plane, north zone and NAVD 88.

Otak will contact the Washington Utility Notification Center's one-call center for mark-up of existing utilities and request maps. Otak will coordinate with a private utility locate service to field locate any missing traceable underground utilities. Otak will survey and map existing utilities within the work area from field locates, visible above- ground appurtenances, utility as-built drawings. After completion of preliminary design utilities at critical crossing will be potholed (under Task 5) and survey of pothole location markers

will be provided. We assume that up to four potholes will be needed and have included survey by Otak of these 4 potholes.

The area to be mapped will include:

- From southeasterly curb face of the intersection island at Avondale Way NE and NE Union Hill Road to the curb on the east bound travel lane of NE Union Hill Road.
    - Tie and obtain rim/invert elevations of the sewer manhole in the north travel lane of Avondale Way (existing 27" concrete pipe) and the sewer manhole to the west near Bear Creek Trail.

Otak will incorporate GIS parcel lines into the base map.

TASK 4.1 DELIVERABLES

Topographic Base Map (Scale 1"=20') with one-foot contour intervals.

TASK 4.1 ASSUMPTIONS

- No survey monuments will be disturbed or destroyed by construction.
- Right-of-way permit and traffic control will be needed to obtain invert elevations of a sewer manhole on Avondale Way NE.

5.0 Utility Coordination

5.1 Franchise Utility Coordination

Otak will use the online One-Call service to identify utility providers listed in the project vicinity and will contact franchise utility companies (sewer and water, power, gas, and telecommunications) to request record drawings. It is anticipated that up to three (3) utility coordination meetings will occur to review 30% design, associated cost and schedule implications, and design (by others) of relocation (if needed) of the affected utilities. Progress on utility coordination will be tracked in a spreadsheet. Otak will develop a Utility Coordination Plan graphic to be used in discussions with the City and Utility Providers.

5.2 Potholing Coordination

Otak will prepare a pothole plan for coordination and approval by the City and franchise utilities and will contract with a utility locating company for potholing utilities that may be in conflict, but elevations cannot be determined from available information. It is assumed that up to three (3) potholes will be required. Otak surveyors will survey the nails and hubs set by the potholing company for locating the utility for project design.

5.3 Potholing Service (Vendor – APS)

Otak will contract with APS for performing potholing field work. APS will prepare the temporary traffic control plan and obtain the Right-of-Way traffic control permit for potholing activities. It is assumed that up to three (3) potholes will be required. Potholing vendor will be billed as a reimbursable expense.

TASK 5 ASSUMPTIONS

- Otak will prepare for and attend a maximum of three two-hour meetings regarding preliminary design issues.
- Otak will attempt to utilize the City's regular monthly utility coordination meeting to avoid multiple meetings during design.
- One meeting with power/gas provider.
- One meeting with telecommunications provider.

- One meeting with City utility representatives.

TASK 5 DELIVERABLES:

- Electronic and hard copies of spreadsheet/matrix summarizing utility conflict locations and actions for each of the project locations.
- Utility Coordination Plan Sheets identifying utilities and pothole locations.

6.0 PRELIMINARY AND FINAL DESIGN/ENGINEERING

We understand that the proposed improvements will be bid as an individual bid package.

Plans will be prepared per the latest version of the City CADD standards (in place at time of project). Civil 3D will be used for civil design. Electronic copies of all documents, drawings, and models will be provided to the City at design or construction completion.

To meet the accelerated schedule for starting construction in summer 2026, the first construction document submittal will be 50% level and the 60% submittal will be omitted. City reviews will occur at 50%, 90%, and 100% design level.

The plans are anticipated to include the following sheets:

Title	No. Sheets(1)
Cover sheet with vicinity map	1
General notes, construction sequencing, abbreviations and legend	1
Survey Control and Alignment Plan	1
Site Logistics Plan	1
Temporary Sediment and Erosion Control and Demolition Plan	1
Sanitary Sewer Plan and Profile	1
Sanitary Sewer Details	1
Pavement and Restoration Plan	1
Pavement and Restoration Details	1
Roadway Channelization	1
Traffic Signal Plan	1
Traffic Signal Details	1
Traffic Control Plans	2
TOTAL	14

(1)The 50% plan set will not include all plan sheets and details.

6.1 Design Review Meetings

Design review meetings will be held on a regular basis with the City to discuss project issues during the design process. It is anticipated that a total of four (4) design review meetings will be held during the design period.

Coordination with King County will also be required and may be combined with the City's design review meetings to streamline the process.

6.2 Preparation of 50% Design

6.2.1 50% Plans

Otak will prepare 50% level civil design plans for the selected sanitary sewer alignment. The design will include roadway restoration improvements. Plans will be prepared to current City of Redmond standards. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for sanitary sewer and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1”=20 feet and a vertical scale of 1”=5 feet. The 50% civil plans will be coordinated and submitted to the City and King County for review. Review comments will be addressed and incorporated into the 90% civil plans.

6.2.2 50% Opinion of Probable Cost (OPC)

Otak will prepare a 50% level opinion of probable cost for construction in WSDOT/APWA format with unit bid prices.

TASK 6.2 DELIVERABLES

- 50% Level Civil Plans (electronic .pdf)
- 50% Level OPC (electronic .pdf)

6.3 Preparation of 90% Design

6.3.1 90% Plans

Otak will prepare an engineering design and plan set based on the 50 percent plans to a scale and layout appropriate for a construction plan set, address comments from the City’s review of the 50 percent design, and the plans will be revised to represent a 90 percent level of detail. It is assumed that comments will be provided by the City in a spreadsheet format (and may include King County comments). Otak will provide responses to the comments on the same spreadsheet to consolidate and organize the comment and response process.

6.3.2 90% Opinion of Probable Cost

Otak will prepare a 90% level opinion of probable cost for construction in WSDOT/APWA format with unit bid prices.

6.3.3 90% Special Provisions

Otak will prepare Special Provisions for Division 1 through 9 of the Specifications. Special Provisions will be prepared based upon the 2026 Edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and latest Amendments. Otak will work with the City to prepare the full Project Manual including advertisement and bid forms, contract, Division 1, as well as any necessary Appendices.

The City will provide the current City standard Bid Forms, Contract Provisions, and Special Provisions to Otak in electronic docx format (Word).

TASK 6.3 DELIVERABLES

- 90% Plans (Half-size) (PDF)
- 90% Engineer’s Opinion of Probable Cost (Excel and PDF)
- 90% Special Provisions: General and project specific Divisions 1 thru 9 (Word)
- Comment Response Form (Excel)

6.4 100% Plans, Specifications, and Opinion of Probable Cost

Otak will address comments from the City's review of the 90-percent design and prepare a final design construction plan set, a final construction cost estimate, and final Project Manual.

TASK 6.4 DELIVERABLES

- Final Plans (electronic .pdf)
- Final Engineer's Estimate (electronic .xlsx and .pdf)
- Final Project Manual including: Bid Forms, Contract Provisions, Special Provisions, and Appendices (electronic .pdf)
- Comment Response Form (Excel)

6.5 Bid Documents

Otak will revise the 100% construction documents per City comments and provide final signed bid plans and Project Manual to the City. The City will post the documents for advertisement.

TASK 6.5 DELIVERABLES:

- Bid-ready contract documents will be delivered as electronic (.pdf) versions.

7.0 Advertisement and Bid Support

Otak will provide responses to bidder's questions and assistance to the City, including:

1. Support for Bid Advertisement
2. Attend bid opening
3. Respond to contractor questions
4. Interpretation of contract documents during the bidding process
5. Preparing addenda to the bid documents
6. Review of bid tab

8.0 Traffic Signal Restoration (Sub-TENW)

- The traffic signal subconsultant Scope of Services is included as Attachment B.

9.0 Construction Engineering Support Services (Optional)

If requested, this scope will be submitted as a supplement to the Contract. It may include services such as:

- Response to RFI's
- Review and approval of submittals
- Construction observation
- Attendance at regular construction meetings
- Coordination directly with the contractor, as directed by City of Redmond Public Works

Management Reserve Contingency

If directed by the City, consultant will provide services needed to assist the City for unforeseen tasks related to this project that were not specifically addressed in this scope of work. When requested by the City, the consultant will provide a scope and budget for the task identified by the City. The consultant will

not proceed with the task until written authorization has been provided by the City. The allotted amount for this task is $15,000.

SUBCONSULTANTS (See Attached)

- Geo Engineers – geotechnical engineering
- Transportation Engineers NW –traffic control signal modification

Otak Direct Expenses (Reimbursables)

Direct expenses to be submitted for reimbursement include:

- Mileage/Travel costs for site investigations and meetings
- Vendor for utility locates for survey work
- Traffic Control for survey work
- Vendor for potholing of utilities
- Other Misc. Expenses

DESIGN STANDARDS

- City of Redmond Standard Specifications and Standard Details
- WSDOT Standard Specifications-2026 Edition
- WA Dept. of Ecology Criteria for Sewage Works Design (Orange Book), Chapter C1
- King County Road Design and Construction Standards - 2016 Edition
- City of Redmond Stormwater Technical Notebook

ASSUMPTIONS

- The City will be responsible for all hazardous materials and special permits.
- The City will pay for all required permit fees.
- Right-of-way acquisition will not be required. If right-of-way acquisitions services are required they will be added as a supplemental service.
- The City will obtain all Rights of Entry needed to perform survey or other investigation on private property necessary to support the project.
- The City will acquire all necessary Title Reports.
- Sanitary Sewer Capacity modeling is not included in this scope. This can be added as a supplemental service if critical sanitary sewer flow data is not available from the City.
- Hydraulic Analysis and flood-plain permitting support is not included in this scope.
- Cultural resources assessment and Inadvertent Discovery Plan are not included in this scope of work due to proposed trenching work being limited to area within the roadway at the location of existing underground utilities. If cultural resources assessment is required through the SEPA process, these services can be added through an amendment.
- Environmental baseline assessment and permitting support are not included in this scope of work due to the extents of proposed work being limited to the existing roadway footprint. If environmental assessment or permitting support are required during design, these services can be added through an amendment.
- The project qualifies as wastewater utility replacement project that does not make modifications to the stormwater utility system so a stormwater report is not required.

- Structural engineering is not included in this scope.
- Participation in a Value Engineering (VE) Study is not included in this scope.
- Construction management support, construction administration, and/or construction inspection services are not included in this scope of work, but may be added at a later time at the discretion of the City.

Attachment A
Subconsultant Scope of Work - Amendment No. 1

GeoEngineers
17425 NE Union Hill Road, Suite 250
Redmond, Washington 98052
425.861.6000

January 12, 2026

City of Redmond
c/o Otak, Inc.
11241 Willows Road NE, Suite 200
Redmond, Washington 98052

Attention: Tyson Hounsel, PE

Subject: Proposed Scope, Revised
Geotechnical Engineering Services
King County Wastewater Connection – Avondale Way
Redmond, Washington
File No. 0500-219-00

Introduction and Project Understanding

GeoEngineers, Inc. is pleased to present our scope and fee estimate for geotechnical engineering services for the King County Wastewater Connection at Avondale Way project located in Redmond, Washington. We understand the City of Redmond (City) plans to install a short segment of 30-inch diameter sewer and a new manhole to connect to the Metro line at the intersection of Avondale Way and NE Union Hill Road. Work within Avondale Way will require roadway restoration of the existing concrete panel road.

Scope of Services

We understand the preferred alternative has been selected which includes adding a short pipe section and new manhole on the Metro line. We anticipate our geotechnical engineering scope of services will include the following tasks:

REVIEW AVAILABLE GEOLOGIC AND SUBSURFACE INFORMATION

- Review available geotechnical reports, geologic maps, soil surveys, and information in our files and on public databases regarding subsurface soil and groundwater conditions in the site vicinity. (complete)

PLAN THE EXPLORATION PROGRAM AND OBTAIN PERMITS

- Complete a site visit to review current site conditions, locate a proposed boring, plan traffic control operations, and develop permit applications for completing the boring. We will subcontract the traffic control operations, including preparation of the plans, and obtaining the signs, flaggers, and traffic control supervisor.

- Submit right-of-way permit applications, traffic control plans, and boring exploration plans to the City for review and approval.

FIELD EXPLORATION PROGRAM AND LABORATORY TESTING

- Complete site visits to meet with utility representatives and clear the boring location. This will include completion of the one-call utility locate services and coordinating with Applied Professional Services (APS), a subcontracted private utility locator, to clear existing utilities near the boring.
- Characterize subsurface conditions along the selected alternative by drilling one boring to a depth of approximately 25 to 30 feet or a minimum of 10 feet below trench excavations. The boring will be drilled within the intersection of Avondale Way and NE Union Hill Road.

  The field exploration will be completed under the direction of a geotechnical engineer or geologist from our firm. The exploration will be located in the field by measuring or pacing from existing site features such as curbs, structures, and other site features shown on the drawings. Our representative will maintain a detailed log of the boring, including the pavement section and underlying soils and obtain samples of the various materials encountered. Samples will be collected at 2.5- to 5-foot intervals using standard penetration testing (SPT). The samples will be returned to our office for additional examination and analysis.

  Soil cuttings will be hauled off site for disposal. We will note groundwater observations during drilling on the boring logs. We have also budgeted for a monitoring well to monitor long-term groundwater levels, as needed.
- Complete geotechnical laboratory testing of select soil samples. We estimate testing will include gradation analyses, percent fines determinations, and moisture content testing. Laboratory testing will be completed in general accordance with applicable ASTM laboratory test methods.

PROVIDE GEOTECHNICAL DESIGN RECOMMENDATIONS

- Describe site conditions, including detailed subsurface soil conditions encountered based on results of the above tasks. Geologic descriptions will be provided based on published information, our experience, and the conditions encountered in the boring.
- Provide geotechnical recommendations for design including:
  - Excavation and temporary slope inclinations for open cuts.
  - Temporary shoring parameters for conventional systems (internally braced slide rails, trench boxes, etc.), including lateral pressures for partial shoring considerations.
  - Earthwork/trenching and stability considerations.
  - Pipe support, including bedding and trench backfill criteria.
  - Suitability of reuse of on-site soils as trench backfill.
  - Construction dewatering considerations, including depth to groundwater observed during drilling, long-term groundwater measurements, as appropriate, and estimated permeability coefficients based on laboratory sieve analyses.
  - Provide seismic design considerations and assessment of liquefaction, if requested, based on available nearby deep boring information.

- Pavement design recommendations for restoration.
- Erosion control considerations during construction.

GEOTECHNICAL REPORT AND DESIGN TEAM MEETINGS

- Provide consultation and attend design team meetings and conference calls, as requested.
- Prepare a design report (draft and final) presenting our conclusions and recommendations along with the supporting boring log, laboratory data, and other appropriate figures.

EXHIBIT A

SCOPE OF SERVICES

City of Redmond – Connection to King County Wastewater System – Avondale Way

Redmond, WA

Description of Project/Purpose: The following is TENW's proposed Scope of Services for the Redmond King County Wastewater Improvements project. TENW's scope of work would generally consist of the following:

- Traffic Signal modifications at the Avondale Way/NE Union Hill Road intersection in order to accommodate King County Sewer Manhole construction.

SCOPE OF WORK

Task 1.0: Project Management and Coordination

1. TENW will attend project team/City coordination meetings as necessary. Three (3) total meetings are assumed for the duration of the project.

Task 6.0: Preliminary and Final Design/Engineering

Scope: TENW will prepare Traffic Signal Modification Construction Documents consistent with City of Redmond standards and specifications. This scope of services and associated fee assumes construction document preparation for 50%/90%/100% PS&E submittal milestones (3 total milestone submittals assumed).

Deliverables:

- Traffic Signal Modification Plan
- Traffic Signal Wiring Diagram
- Traffic Signal Details
- Project Specifications – Special Provisions to WSDOT/APWA standard specifications (Word format)
- Cost Estimate
- Advertisement and bid Support

ASSUMPTIONS & EXCLUSIONS

The following assumptions and exclusions were made in the preparation of this Scope of Services:

1. If the review/permitting agency requires changes not included in the scope of work described herein, this will require a supplement for additional services.
2. All permit/application fees shall be provided by the Client or others. All permits shall be obtained, and all applications shall be submitted by the Client or others.
3. It is assumed that the City of Redmond will be the lead review/permitting agency for this project. All deliverables shall be prepared consistent with City standards and specifications. If review/permitting involvement is required from other jurisdictions, it will require a supplement for additional services.
4. All permitting agency submittals shall be made by the Client or others. TENW will provide the Client with PDF copies of all deliverables for use in making required copies.
5. This Scope of Services does not include construction support services. Construction support services (pre-construction meeting attendance, submittal review, response to RFI's, etc.) can be added upon client request.
6. This Scope of Services does not include Record Drawing/As-Built preparation. Record Drawing/As-Built preparation can be added upon client request.
7. If required, easement and/or right-of-way acquisition coordination shall be provided by others (typically the civil engineer or the owner). If required, legal descriptions will be prepared by others (typically the project surveyor).
8. A topographic and boundary survey of existing conditions in the area will be provided by others, including all necessary information for design purposes. The survey will include existing edges of pavement, roadway centerlines, channelization, sidewalks, driveways, curbs, utilities (above and below ground), right-of-way, easements, elevations, and all other elements of a typical complete topographic and boundary survey for both sides of the road (project side and opposite side). The survey shall include the location of all existing traffic signal poles & luminaire poles, and fixtures within 200-ft of the project limits. The topographic and boundary survey shall also meet the minimum requirements established by the permitting agency.
9. Civil Improvements Plans including sidewalk, curb ramps, drainage, grading, paving, TESC, etc. shall be provided by others.
10. If required, geotechnical and/or structural recommendations associated with traffic signal pole & street light pole foundations shall be provided by others.
11. Should adjustments to existing aerial or subsurface utilities be required to accommodate a new traffic signal and/or street light system, all necessary coordination with utility providers shall be provided by others (typically the developer/owner or Civil Engineer).
12. If applicable to the permitting agency, TENW will provide the Client with forms necessary for electrical service application. It is the responsibility of the Client to submit the forms and to notify the contractor of the power source location for bidding purposes. TENW will include the power source location on the construction documents ONLY if this information is forwarded to TENW by the Client once received from the electrical service provider.
13. If required by the permitting agency or others, potholing for signal pole locations, street light pole locations, or other subsurface conflicts shall be completed by others by contract with the Client. TENW will provide CAD files to the Client for their use in staking the location of proposed signal poles, street light poles, and other elements related to TENW's scope of work.

City of Redmond
Connection to King County Wastewater System - Avondale Way
Proposal Hours Estimate
1/16/2026

Task	Primary Services	PIC/Sr. PM Civil	Civil Engineer X	Engineering Designer V	Engineering Technician V	Landscape Architect V	PIC/ PLS Sr. Manager	Survey Crew Chief II	Survey Office Technician IV	Survey Field Technician III	Project Coordinator II	Otak Total Hours	Otak Total Budget by Sub-task Break down	GeoEngineers Budget by Task	TENW Budget by Task	Total Task Budgets
1.0	Project Management and Coordination															$ 17,393.30
1.1	Coordination with the City	15	13									28	$ 7,701			
1.2	Project Management Plan	8	4								4	16	$ 3,986.42			
1.3	Project Monitoring and Reporting	12									14	26	$ 5,706.17			
3.0	Geotechnical Investigation															$ 38,003.06
3.2	Geotechnical Investigation and Analysis (Sub-GeoEngineers)											0	$ -	$ 37,216		
3.3	Geotechnical Review and Coordination	1	2									3	$ 787.25			
4.0	Topographic Survey and Basemap															$ 10,829.41
4.1	Topographic Survey and Basemap for Design		4	8	4		5	20	16	20		77	$ 10,829.41			
												0	$ -			
5.0	Utility Coordination															$ 5,303.30
5.1	Franchise Utility Coordination/Plan		4	20								24	$ 4,177.77			
5.2	Potholing Coordination		2	4								6	$ 1,125.53			
5.3	Potholing Service (Vendor – APS)											0	$ -			
6.0	PRELIMINARY AND FINAL DESIGN/ENGINEERING															
6.1	Design Review Meetings	2	8	8								18	$ 3,825.56			$ 3,825.56
6.2	Preparation of 50% Design															$ 13,714.49
6.2.1	50% Plans	2	14	28	14	4						62	$ 11,107.13			
6.2.2	50% Opinion of Probable Cost		4	8		2						14	$ 2,607.36			
6.3	Preparation of 90% Design															$ 43,815.34
6.3.1	90% Plans	4	18	36	20	4						82	$ 14,783.78			
6.3.2	90% Opinion of Probable Cost	1	5	16		2						24	$ 4,437.43			
6.3.3	90% Special Provisions	3	12	22		2					8	47	$ 8,876.65			
6.4	100% Plans, Specifications, and Opinion of Probable Cost	4	12	18	8	4					8	54	$ 9,984.90			
6.5	Bid Documents		4	8							4	16	$ 2,839.28			
7.0	Advertisement and Bid Support		4	12								16	$ 2,893.30			
8.0	Traffic Signal Restoration (Sub-TENW)											0	$ -		$ 15,310	$ 15,310.48
9.0	Optional Construction Engineering Support Services											0	$ -			$ -
050	Reimbursables												$ -			$ 12,400.00
051	Management Reserve Contingency												$ -			$ 15,000
		52	110	188	46	18	5	20	16	20	38	513				
		$304	$242	$161	$136	$178	$260	$126	$144	$95	$147					
Totals		$15,805	$26,581	$30,185	$6,269	$3,207	$1,301	$2,526	$2,301	$1,906	$5,588		$ 95,669	$ 37,216	$ 15,310	**$ 175,595**

Exhibit D

Consultant Fee Determination

Project Name: Connection to King County Wastewater System - Avondale Way
Project Number: 022289.000
Consultant: Otak, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 173%	Fee (Profit) 27%	Total Hourly Rate	Total
Sr. PIC/Sr. PM Civil	0	$ 112.00	$194.00	$30.13	$336	$0
PIC/Sr. PM Civil	52	$ 101.28	$175.43	$27.24	$304	$15,805
Civil Engineer X	110	$ 80.52	$139.47	$21.66	$242	$26,581
Civil Engineer IX	0	$ 75.12	$130.12	$20.21	$225	$0
Civil Engineer VIII	0	$ 68.78	$119.13	$18.50	$206	$0
Civil Engineer VII	0	$ 66.45	$115.10	$17.88	$199	$0
Civil Engineer VI	0	$ 61.90	$107.22	$16.65	$186	$0
Civil Engineer V	0	$ 55.96	$96.93	$15.05	$168	$0
Civil Engineer IV	0	$ 51.00	$88.34	$13.72	$153	$0
Civil Engineer III	0	$ 47.32	$81.96	$12.73	$142	$0
Civil Engineer II	0	$ 45.56	$78.91	$12.26	$137	$0
Civil Engineer I	0	$ 37.00	$64.09	$9.95	$111	$0
Engineering Designer V	188	$ 53.50	$92.67	$14.39	$161	$30,185
Engineering Designer IV	0	$ 46.27	$80.14	$12.45	$139	$0
Engineering Designer III	0	$ 42.95	$74.39	$11.55	$129	$0
Engineering Designer II	0	$ 40.31	$69.82	$10.84	$121	$0
Engineering Designer I	0	$ 37.45	$64.87	$10.07	$112	$0
Engineering Technician VII	0	$ 58.00	$100.46	$15.60	$174	$0
Engineering Technician VI	0	$ 51.67	$89.50	$13.90	$155	$0
Engineering Technician V	46	$ 45.41	$78.65	$12.22	$136	$6,269
Engineering Technician IV	0	$ 41.20	$71.36	$11.08	$124	$0
Engineering Technician III	0	$ 33.00	$57.16	$8.88	$99	$0
Engineering Technician II	0	$ 28.00	$48.50	$7.53	$84	$0
Engineering Technician I	0	$ 24.00	$41.57	$6.46	$72	$0
Sr. PIC/Sr. PM LA/Master Planner	0	$ 112.00	$194.00	$30.13	$336	$0
PIC/Sr. PM LA/Master Planner	0	$ 93.75	$162.38	$25.22	$281	$0
Landscape Architect VII	0	$ 69.45	$120.29	$18.68	$208	$0
Landscape Architect VI	0	$ 62.00	$107.39	$16.68	$186	$0
Landscape Architect V	18	$ 59.36	$102.82	$15.97	$178	$3,207
Landscape Architect IV	0	$ 54.73	$94.80	$14.72	$164	$0
Landscape Architect III	0	$ 49.76	$86.19	$13.39	$149	$0
Landscape Architect II	0	$ 44.00	$76.21	$11.84	$132	$0
Landscape Architect I	0	$ 40.00	$69.28	$10.76	$120	$0
Planner VI	0	$ 67.55	$117.00	$18.17	$203	$0
Planner V	0	$ 61.14	$105.90	$16.45	$183	$0
Planner IV	0	$ 55.58	$96.27	$14.95	$167	$0
Planner III	0	$ 50.97	$88.29	$13.71	$153	$0
Planner II	0	$ 44.00	$76.21	$11.84	$132	$0
Planner I	0	$ 39.00	$67.55	$10.49	$117	$0
Planner Associate IV	0	$ 40.04	$69.35	$10.77	$120	$0
Planner Associate III	0	$ 37.10	$64.26	$9.98	$111	$0
Planner Associate II	0	$ 33.75	$58.46	$9.08	$101	$0
Planner Associate I	0	$ 30.33	$52.53	$8.16	$91	$0
Sr. GIS Specialist - Planner	0	$ 51.82	$89.76	$13.94	$156	$0
GIS Specialist- Planner	0	$ 45.00	$77.94	$12.11	$135	$0
PIC/Scientist	0	$ 80.28	$139.05	$21.60	$241	$0
Scientist VI		$ 70.00	$121.25	$18.83	$210	$0
Scientist V	0	$ 60.00	$103.93	$16.14	$180	$0
Scientist IV	0	$ 52.50	$90.94	$14.12	$158	$0
Scientist III	0	$ 45.00	$77.94	$12.11	$135	$0
Scientist II	0	$ 40.01	$69.30	$10.76	$120	$0

Scientist I	0	$ 36.37	$63.00	$9.78	$109	$0
Environmental Specialist		$ 49.75	$86.17	$13.38	$149	$0
Construction Manager VI		$ 73.81	$127.85	$19.85	$222	$0
Construction Manager V		$ 70.00	$121.25	$18.83	$210	$0
Construction Manager IV		$ 63.57	$110.11	$17.10	$191	$0
Construction Manager III		$ 57.14	$98.97	$15.37	$171	$0
Construction Manager II		$ 54.50	$94.40	$14.66	$164	$0
Construction Manager I		$ 49.21	$85.24	$13.24	$148	$0
Field Representative VII		$ 61.12	$105.87	$16.44	$183	$0
Field Representative VI		$ 55.00	$95.27	$14.80	$165	$0
Field Representative V		$ 50.00	$86.61	$13.45	$150	$0
Field Representative IV		$ 46.35	$80.28	$12.47	$139	$0
Field Representative III		$ 41.27	$71.48	$11.10	$124	$0
Field Representative II		$ 37.25	$64.52	$10.02	$112	$0
Field Representative I		$ 33.50	$58.03	$9.01	$101	$0
CM Documentation Specialist III		$ 46.30	$80.20	$12.46	$139	$0
CM Documentation Specialist II		$ 42.86	$74.24	$11.53	$129	$0
CM Documentation Specialist I		$ 39.68	$68.73	$10.67	$119	$0
Sr. PIC/ PLS Sr. Manager	0	$ 112.00	$194.00	$30.13	$336	$0
PIC/ PLS Sr. Manager	5	$ 86.68	$150.14	$23.32	$260	$1,301
Professional Land Surveyor V	0	$ 66.67	$115.48	$17.93	$200	$0
Professional Land Surveyor IV	0	$ 63.43	$109.87	$17.06	$190	$0
Professional Land Surveyor III	0	$ 57.93	$100.34	$15.58	$174	$0
Professional Land Surveyor II	0	$ 54.00	$93.53	$14.53	$162	$0
Professional Land Surveyor I	0	$ 49.57	$85.86	$13.33	$149	$0
Survey Crew Chief III	0	$ 49.57	$85.86	$13.33	$149	$0
Survey Crew Chief II	20	$ 42.09	$72.90	$11.32	$126	$2,526
Survey Crew Chief I	0	$ 32.21	$55.79	$8.66	$97	$0
Survey Office Technician IV	16	$ 47.91	$82.98	$12.89	$144	$2,301
Survey Office Technician III	0	$ 42.86	$74.24	$11.53	$129	$0
Survey Office Technician II	0	$ 34.29	$59.39	$9.22	$103	$0
Survey Office Technician I	0	$ 30.79	$53.33	$8.28	$92	$0
Survey Field Technician III	20	$ 31.75	$54.99	$8.54	$95	$1,906
Survey Field Technician II	0	$ 28.00	$48.50	$7.53	$84	$0
Survey Field Technician I	0	$ 25.00	$43.30	$6.73	$75	$0
Project Coordinator III	0	$ 51.48	$89.17	$13.85	$154	$0
Project Coordinator II	38	$ 49.00	$84.87	$13.18	$147	$5,588
Project Coordinator I	0	$ 42.44	$73.51	$11.42	$127	$0
Graphics Specialist	0	$ 42.36	$73.37	$11.39	$127	$0
Project Admin Assist	0	$ 38.00	$65.82	$10.22	$114	$0
Total Hours	513				**Subtotal:**	$95,669

REIMBURSABLES	
Mileage	$100
Reproduction (copies, plots, etc.)	$500
Miscellanous	$300
Survey Traffic Control Vendor	$2,000
Utility Locate Vendor (APS)	$1,500
Potholing Vendor (APS)	$8,000
Subtotal:	$12,400

SUBCONSULTANT COSTS (See Exhibit E)	
GeoEngineers, Inc.	$37,216
TENW	$15,310
Subtotal:	$52,526

Total:	$160,595
Contingency:	$15,000
GRAND TOTAL:	$175,595

EXHIBIT E

Subcontracted Work

Project Name: Connection to King County Wastewater System - Avondale W
Project Number: 022289.000
Consultant: Otak, Inc.

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
GeoEngineers, Inc.	Geotechnical Investigation and Analysis	$37,216
TENW	Traffic Signal Restoration	$15,310
	Total:	$52,526

Exhibit E1

Consultant Fee Determination

Project Name: Connection to King County Wastewater System - Avondale Way
Project Number: 022289.000
Subconsultant: **GeoEngineers, Inc.**
Work Description: **Geotechnical Investigation and Analysis**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 201%	Fee (Profit) 25%	Total Hourly Rate	Total
Principal	0	$ 90.44	$182.11	$22.84	$295	$0.00
Associate	6	$ 83.09	$167.31	$20.98	$271	$1,628.28
Senior Engineer/ Scientist 2	30	$ 67.41	$135.74	$17.02	$220	$6,605.03
Senior Engineer/ Scientist 1	0	$ 59.67	$120.15	$15.07	$195	$0.00
Project Engineer/ Scientist 2	20	$ 55.73	$112.22	$14.07	$182	$3,640.40
Staff Engineer/ Scientist 3	28	$ 46.49	$93.61	$11.74	$152	$4,251.55
Staff Engineer/ Scientist 2	0	$ 44.97	$90.55	$11.35	$147	$0.00
GIS Analyst	4	$ 50.32	$101.32	$12.71	$164.35	$657.40
CAD Designer	4	$ 55.27	$111.29	$13.96	$180.52	$722.07
Admin 3	4	$ 43.87	$88.34	$11.08	$143.28	$573.14
Admin 1	3	$ 27.04	$54.45	$6.83	$88.32	$264.95
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
Total Hours	99				**Subtotal:**	$18,343

REIMBURSABLES

Mileage	$25
Reproduction (copies, plots, etc.)	$0
Lab Testing	$1,000
Traffic Control Subcontractor	$5,200
Drilling and Private Locate Subcontracters	$8,500
Subtotal:	$14,725

Total:	$33,068
Contingency:	$4,148
GRAND TOTAL:	$37,216

Exhibit E2

Consultant Fee Determination

Project Name: Connection to King County Wastewater System - Avondale Way
Project Number: 022289.000
Subconsultant: **TENW**
Work Description: **Traffic**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 150%	Fee (Profit) 27%	Total Hourly Rate	Total
Principal	20	$ 107.88	$161.82	$28.80	$299	$5,970
Senior PM	4	$ 86.71	$130.07	$23.15	$240	$960
Engineer 2	60	$ 50.48	$75.72	$13.48	$140	$8,381
Total Hours	84				**Subtotal:**	$15,310

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellanous						
					Subtotal:	

Total: $15,310

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-043
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Michael Hintze	Transportation Planning Manager
Planning and Community Development	Micah Ross	Senior Engineer

TITLE:
Approval of a Consultant Agreement with Toole Design for Engineering Services for the 148th Ave Safety Corridor Project in an Amount Not to Exceed $300,000

OVERVIEW STATEMENT:
Toole Design has been selected to perform design engineering services for the 148th Ave Safety Corridor Project (NE 31st St to Willows Road). The total contract amount is not to exceed $300,000. Staff are requesting approval for the Mayor to sign the consultant agreement, and approval to secure right-of-way an/or easements needed to construct the project. The project is being funded by Highway Safety Improvement (HSIP) funding and is identified in the City's Safer Streets Action Plan.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Capital Investment Program (CIP), Transportation Master Plan (TMP)
  TMP Pedestrian Plan Strategy 2: Construct prioritized low-stress pedestrian crossings
- **Required:**
  RCW 39.80 and City Purchasing Policies and Procedures require Council authorization for the mayor to sign the contract.
- **Council Request:**
  N/A

- **Other Key Facts:**
  N/A

OUTCOMES:
Design and construction of this project helps implement the projects and actions identified in the City's Safer Streets Action Plan and will improve safety for residents and employees along the corridor accessing transit and other services.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Community engagement during the development of the Local Road Safety Plan (incorporated into the Safer Streets Action Plan) was completed during the development of that Plan, and project specific engagement will take place during the design phase.
- **Outreach Methods and Results:**
  Outreach will include at a minimum: website updates, postcard mailer, open house, and direct coordination with City of Bellevue staff.
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
Total Project Cost: $1,518,000
Design Phase Total: $300,000
Construction Phase: $1,218,000

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
0000384 - Transportation Capital CIP

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
Annual operations and maintenance costs after project is completed

Funding source(s):
Grant - Highway Safety Improvement Program (HSIP)

Budget/Funding Constraints:
All funds must be obligated by April 30, 2027

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/3/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	Nothing proposed at this time	N/A

Time Constraints:
Grant funds must be fully obligated by April 30, 2027

ANTICIPATED RESULT IF NOT APPROVED:
Grant funds will be returned.

ATTACHMENTS:
Attachment A: Grant Award Letter
Attachment B: Draft Consultant Agreement

Washington State Department of Transportation

Local Programs
310 Maple Park Avenue S.E.
P.O. Box 47390
Olympia WA 98504-7390
360-705-7370
www.wsdot.wa.gov

October 8, 2024

Mr. Aaron Bert
Public Works Director
City of Redmond
P.O. Box 97010
Redmond, WA 98073-9710

RE: 148th Avenue NE Safety Corridor Project
2024 City Safety Program
Federal Funding

Dear Mr. Bert:

WSDOT is pleased to advise you that the above-mentioned safety project was selected to receive funding through FHWA's Highway Safety Improvement Program (HSIP). The federal funding is limited as shown below:

148th Avenue NE Safety Corridor Project **$1,518,000**

Scope: See attached project summary.

NOTE: The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. If any phase is not obligated by this date, remaining funding may be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT HQ Local Programs.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (http://www.wsdot.wa.gov/localprograms/)
  - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
  - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
  - ✓ Funding and billing forms;
  - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Redmond** and your password is **Redmo163**. The password is case sensitive.

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or Mehrdad.Moini@wsdot.wa.gov.

Sincerely,

Jay Drye, PE
Director
Local Programs

Attachment

JD:me:cdm

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, PE, Northwest Region Local Programs Engineer
Ed Spilker, City Safety and Traffic Programs Manager

Docusign Envelope ID: AB53397C-64DB-4197-AED0-FD31D9EE505C

Project Summary

Program: 2024 City Safety Program
Date: September 2024
Agency: City of Redmond

Project Title: 148th Avenue NE Safety Corridor Project

Project Description: Install a pedestrian signal, rectangular rapid flashing beacons (RRFB), marked crosswalks, leading pedestrian intervals (LPI), turn lane reconfigurations, and access control.

Detailed Project Description: Install high visibility crosswalk markings, pedestrian signal, rectangular rapid flashing beacons (RRFB), leading pedestrian intervals (LPI), turn lane reconfigurations, and access control.

Locations:

1. New pedestrian signal with high visibility crosswalk markings and implement access control:
    a. 148th Ave NE and NE 31st St
2. Install pedestrian crossing improvements including high visibility crosswalk markings, rectangular rapid flashing beacons (RRFB), median refuge island, and reduce the length of left turn pocket(s) as needed:
    a. 148th Ave NE and NE 61st St
3. Install high visibility crosswalk markings at existing marked crosswalk locations and leading pedestrian intervals (LPI) at signalized intersections:
    a. 148th Ave NE from Willows Rd NE to NE 29th Pl
4. Evaluate feasibility of removing right turn lanes, and shortening crossings with curb extensions, per evaluation:
    a. 148th Ave NE and NE 36th St
    b. 148th Ave NE and NE 40th St
    c. 148th Ave NE and Old Redmond Way
    d. 148th Ave NE and Redmond Way

Note: Project above includes associated ADA and utility work as needed.

Project Schedule (Estimated)

Project added to the STIP	1/25
Project agreement signed with WSDOT Local Programs	2/25
Begin PE (phase authorized by FHWA through WSDOT)	4/25
Community/stakeholder engagement complete	1/26
Environmental documents approved by WSDOT	6/26
Begin right-of-way (phase authorized by FHWA through WSDOT)	N/A
Right-of-Way completed (certification by FHWA through WSDOT)	N/A
Contract advertised	8/26
Contract awarded	11/26
Construction complete	10/27

Project Cost and Award Amount

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	$330,000	$0	$330,000
Right-of-Way	$0	$0	$0
Construction	$1,188,000	$0	$1,188,000
Total	**$1,518,000**	**$0**	**$1,518,000**

If you agree to the project summary described above, please sign or electronically sign below and return to Ed Spilker at Ed.Spilker@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Michael Hintze

Approving Authority Signature: Signed by: Michael Hintze F25473022123462... **Date:** 9/23/2024

Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Toole Design Group, LLC	
Address One Inventa Place, West Tower, Suite 950, Silver Spring, MD 20910	Federal Aid Number N/A
UBI Number 602 611 046	Federal TIN 050545429
Execution Date	Completion Date December 31, 2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title 148th Avenue NE Safety Corridor Project	
Description of Work The primary goal of this project will be to design and construct safety improvements on 148th Avenue NE as described in the City's adopted Local Road Safety Plan. Primary elements of the project include rectangular rapid flashing beacons or pedestrian hybrid beacons, marked crosswalks, leading pedestrian intervals, turn lane reconfigurations, access control, and a new signal at NE 31st Street.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: 139,061.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
~~Exhibit H Liability Insurance Increase~~
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Redmond, WA, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Micah Ross, P.E.
Agency: City of Redmond
Address: PO Box 97010 MS: 4SPL
City: Redmond State: WA Zip: 98073-9710
Email: mross@redmond.gov
Phone: 425-556-2728
Facsimile:

If to CONSULTANT:
Name: Emmy Klint-Gassner
Agency: Toole Design Group
Address: One Inventa Place, West Tower, Suite 950
City: Silver Spring State: MD Zip: 20910
Email: contracts@tooledesign.com
Phone: 240.514.0705
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Micah Ross, P.E.

Agency: City of Redmond

Address: PO Box 97010 MS: 4SP

City: Redmond State: WA Zip: 98073-97

Email: mross@redmond.gov

Phone: 425-556-2728

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. 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 SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY 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 this AGREEMENT accordingly.

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

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

See Exhibit A, Scope of Work attached hereto commencing on the following page.

The City does not anticipate receiving Federal Funding for the 148th Avenue NE Safety Corridor Project . As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within wsdot.diversitycompliance.com program.

TOOLE DESIGN

720 3RD AVENUE
SUITE 2020
SEATTLE, WA 98104

206.297.1601
TOOLEDESIGN.COM

EXHIBIT A: SCOPE OF WORK

INTRODUCTION

The overall objective of this project is to prepare a bid package for a safety project on 148th Ave NE that includes the following improvements:

- Leading pedestrian interval (LPI) at all new and existing signals that do not currently have LPI
- New protected crossing, median refuge island, and reduce length of left turn pockets at NE 61st Court
- New signal and access management at NE 31st Street
- Evaluate and determine the feasibility of removing right turn lanes and shortening crossings with curb extensions at NE 36th Street, NE 40th Street, Old Redmond Road, and Redmond Way
- Replacement of all marked crosswalks with high visibility markings

The project will be constrained within the existing ROW as much as possible. All curb ramps impacted by civil improvements will be upgraded per ADA requirements. Select storm drainage pipes and catch basins will be replaced as necessary when impacted by curb ramp, signal, and curb extension work. Elements of this project will include the details and plans for the intersection improvements, curb ramps improvements, signal improvements, stormwater improvements, environmental permitting and documentation, easement documents, and traffic analyses. This initial scope of work includes the survey, alternatives analysis and conceptual design, traffic analysis, and public engagement tasks; a future amendment will include the final design tasks once the scope of the improvements have been determined. This initial scope is expected to be completed in April 2026.

The Toole Design team is comprised of the following team members.

- Toole Design will lead general project management of the project, scoping and initial concept, and lead development of the plans, project manual, and opinion of cost. Toole Design will lead the civil elements, signing and striping.
- LDC, Inc will provide survey.
- DKS Associates will provide traffic analyses and signal design services.
- HWA Geosciences will provide geotechnical and pavement analysis and design services.
- Herrera Environmental Consultants will provide environmental and permitting services.

Toole Design Team's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Toole Design Team will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of Toole Design, provided that the total contracted amount is not exceeded. The Toole Design Team will have the flexibility to manage budget within a given discipline on a subtask level.

All major deliverables will be submitted via the City's SharePoint site.

Services provided by the Toole Design Team will consist of:

GENERAL SCOPE OF SERVICES/SCOPE OF WORK

This Scope of Services describes the work elements to be accomplished by the Toole Design Team as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Survey
- Task 3 – Traffic Analysis
- Task 4 – Alternatives Analysis and Conceptual Design
- Task 5 – Stakeholder & Public Engagement Support

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Kickoff Meeting and Project Coordination with the City

The Toole Design Team will attend and document a kickoff meeting to discuss the existing conditions along the corridor, including constraints and any ongoing planning or construction projects, as well as the City's goals and vision for the project. The Team will discuss and agree upon a detailed schedule to advance the project forward in accordance with the City's needs and the practical considerations of stakeholder involvement.

The Toole Design Team will coordinate with the City on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. The Toole Design Team will attend and document bi-weekly meetings (via Teams call) with the City throughout the duration of the project to review progress and discuss project action items and next steps.

To facilitate timely decision-making, this task will also include preparing and maintaining an Action Items Tracking Matrix describing key decisions and actions needed to drive the project forward. Each required action item will be assigned to an individual Toole Design Team member and, where applicable, to appropriate City, agency, and/or stakeholder personnel. It will be the Toole Design Team's responsibility to follow up with appropriate agency or stakeholder staff between meetings to ensure that action items are closed out in a timely manner.

The Toole Design Team will attend one (1) project kickoff meeting with the City and up to seven (7) bi-weekly project status meetings. These meetings under this work element will include the following participation by the Toole Design Team:

- Kickoff meeting attended by up to four (4) staff from the Toole Design team.
- Up to seven (7) meetings attended by up to two (2) staff from the Toole Design team.
- Kickoff meeting will include subconsultants, DKS (up to one [1] staff).
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Toole Design Team will prepare agendas and meeting notes/action items and distribute to attendees.

1.2 Project Schedule, Budget, and Team Management

The Toole Design Team will develop an overall project schedule which will include a schedule by task through bid advertisement for the full project. The Toole Design Team will prepare a draft and final schedule for the City review, and then the Toole Design Team will prepare schedule updates as the project progresses, when

requested by the City. The Toole Design Team will also manage the overall project budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports and Invoices

As part of the project, the Toole Design Team will prepare monthly progress reports that describe the work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for each individual task on the City-provided template. The monthly progress reports will also identify other issues or problems that may occur in any given month, if any. The Toole Design Team will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Toole Design Team's Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Assumptions:

- This contract duration of the alternatives analysis phase shall be no longer than 3 months.
- Project kickoff meeting will be held in person at City of Redmond. The kickoff meeting will be followed by a site walk with City staff to review the corridor.
- Bi-weekly meetings will be held on Teams.
- Meetings between Subconsultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Meeting Notes/Action Items
- Bi-weekly Project Meeting Agendas for up to 7 meetings and notes/action items
- Action Items Tracking Matrix
- Project Schedule (Microsoft Project format)
- Monthly Invoices and Progress Reports

Task 2 – Survey

Outside of the intersection identified below for survey, GIS information will be used to develop a basemap.

The intersection that will have full survey, and the approximate survey limits, is shown in the figure below.



2.1 Field Review

The CONSULTANT project team will conduct a field review at the outset of the project to identify key field conditions that may impact the design including the location and/or presence of driveways and roadways, trees, utilities (underground and overhead) and drainage issues.

2.2 Data Collection

The CONSULTANT will research and collect existing roadway, ROW, utility, and land survey information from the City and respective utility agencies for inclusion in the mapping.

2.3 Horizontal and Vertical Control Network

The CONSULTANT shall use City of Redmond survey control network to establish control for this project.

2.4 Establish Road Centerline Alignments and Rights-of-Way (Base Map)

The CONSULTANT shall utilize previously established centerlines and rights of way within the area shown above. For other areas, Redmond's GIS data will be used for rights of way. This combination will be used to establish a ROW base map for this project. Parcel lines for adjacent properties will be shown as near as possible to their actual locations but will be solely based upon readily available public records and maps. The base map will be used to validate the location of existing improvements located by the topographic survey. The base map will show located street monuments and property corner markers found that were used to create this map.

2.5 Topographic Survey

The CONSULTANT shall prepare a project topographic base map at the identified intersections only. The base map will incorporate City and franchise utility 'as-built' information, ROWs and road centerlines, property lines, and other existing features within the project limits including:

- Pavement limits
- Driveways
- Fences
- Storm drainage structures with pipe invert elevations
- Sanitary sewer manholes with pipe invert elevations
- Water valves, fire hydrants, and associated features with nut elevations
- Electrical power vaults and associated surface features
- Overhead utility lines
- Telephone manholes and pedestals
- Natural gas valves, meters, and warning markers
- Cable TV pedestals
- Street lighting
- Signage
- Utility poles
- Overhead wires, guy wires
- Meters
- Road channelization
- Trees
- Street markings

The CONSULTANT shall contract with an underground utility locate service to set paint marks as the surface location of the underground utilities. The CONSULTANT will also request located via One Call. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The CONSULTANT shall prepare the final topographic survey map with a one-foot contour interval within the paved surfaces of the roadway prism and a two-foot contour interval on non-paved surfaces outside the roadway prism. The mapping shall be plotted at a scale of one-inch equals twenty feet (1" =20') with a one-foot contour interval.

Deliverables:

- Electronic copy of the topographic base map, right-of-way centerline, parcel lines, and data points in AutoCAD and PDF format.

Assumptions:

- The topographic basemap will contain calculated parcel lines and applicable existing easements at the identified intersections and approximate parcel lines elsewhere along the corridor. These parcel lines will be provided on separate layers such that the design team can understand the accuracy of the parcel lines along the corridor.
- No certified Right-of-Way plan will be needed during this phase of the project.
- Additional survey may be performed during final design and added via a contract amendment.

Task 3 – Traffic Analysis

The CONSULTANT will perform traffic analysis for the project.

Assumptions:

- All traffic analysis will be based on existing conditions for vehicle volume for the AM and PM peak hours.
- Traffic Analysis memo may include Synchro analysis as needed. SimTraffic and VISSIM analysis are not included in this scope of work.

- The City will provide traffic signal timing and available turning movement counts for the traffic analysis.
- The Consultant will collect 2-hr turning movement counts for the AM and PM peak hours (7-9AM and 4-6PM) for the following intersections on 148th Avenue NE:
    - » Redmond Way
    - » Old Redmond Road
    - » NE 61st Court
    - » NE 40th Street
    - » NE 36th Street
    - » NE 31st Street
- Vehicular intersection delay, level of service and queue lengths will be determined for NE 31st Street for existing conditions, and up to 3 alternatives, using Synchro.
- Vehicular intersection delay, level of service and queue lengths will be determined for existing conditions and one build condition, using Synchro, at the following intersections:
    - » Redmond Way
    - » Old Redmond Road
    - » NE 61st Court
    - » NE 40th Street
    - » NE 36th Street
- The Consultant will summarize the traffic analysis in a brief memo. No graphics are assumed to be included.

Deliverables:

- Draft and final traffic analysis memo detailing the traffic data for the corridor, the proposed improvements, and anticipated impacts.
- Traffic counts conducted by IDAX

Task 4 – Alternatives Analysis and Conceptual Design

The Toole Design Team will prepare conceptual designs and planning level opinions of probable cost to be used for an alternatives analysis of the planned improvements as part of this project. The goal of this task is to select a preferred alternative for each intersection that will be designed for construction in future tasks.

4.1 Draft Alternative Concepts and Planning Level Opinions of Probable Cost

For the intersection of NE 31st Street, the Toole Design team will create concepts and cost opinions for up to three (3) signal and crossing alternatives.

For the intersections of NE 36th Street, NE 40th Street, Old Redmond Road, and Redmond Way, the Toole Design team will create concepts and cost opinions for up to two (2) curb extension alternatives. The alternatives developed be consider the future Multimodal Overlake Village Access project.

For the intersection of NE 61st Court, the Toole Design team will create concepts and cost opinions for up to three (3) alternatives. These alternatives will include several locations for the proposed RRFB crossing based on traffic analysis results, lighting locations, and distance to transit stops.

All alternatives will be evaluated on various criteria, including pedestrian accessibility, traffic operations, geotechnical considerations, environmental considerations, ROW needs, and anticipated construction cost.

Assumptions:

- A GIS base map will be used for all intersections except NE 31st Street, which will be surveyed under Task 2.

- Traffic Analysis performed under Task 3 will be used to inform the alternatives considered at NE 31st Street.

Deliverables:

- Draft alternative concepts and cost opinions
- Draft memo summarizing and comparing alternatives

4.2 Final Alternative Concepts and Planning Level Opinions of Probable Cost

Following one round of City review and comments, the Toole Design Team will revise the alternative concepts and cost opinions. The memo will also be updated to select a preferred alternative based on comments from the City.

Assumptions:

- The 30% design phase will be based on the preferred alternative selected in this task.
- Design criteria identified in the final memo will be expanded on in a Basis of Design memo to be included in a future final design task.

Deliverables:

- Final alternative concepts and cost opinions
- Final memo comparing alternatives and selecting preferred alternatives

Task 5 – Stakeholder and Public Engagement Support

The Toole Design Team will support the City by attending the following meetings.

- Attendance of four (4) team members at up to four (4) virtual meetings for coordination with the City of Bellevue
- Attendance of three (2) team members at up to four (4) virtual meetings with property owners, such as Microsoft

Assumptions:

- Up to 2 hours is budgeted for each staff member per meeting, including preparation time and recording meeting minutes.

Deliverables:

- Meeting attendance

Additional (Optional) Services

The Toole Design Team may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

Services Not Included in this Scope of Services

1. Gutter flow calculations and inlet capacity calculations
2. Right of Way Plans
3. Stormwater report
4. Level 1 to Level 3 downstream analysis.
5. Backwater conveyance analysis for downstream pipe systems.
6. Drainage design above what is described in this scope of services.

7. Prepare a Notice of Intent application and supporting documentation for the construction NPDES permitting process.
8. Construction management services.

Items to be furnished by Others

The City shall furnish the following:

1. All available “As-Built” information, including for traffic signals and the existing illumination systems.
2. Updated underground utility information relative to the City owned utilities.
3. Any applicable preliminary design reports, geotechnical reports, environmental reports, and identified up and downstream problems.
4. Updated City General Provisions.

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

The City shall furnish, at the City’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Toole Design Team may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the City agrees that the Toole Design Team shall have no responsibility for any portion of the Project designed by other consultants engaged by the City.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. Standard Specifications for Road, Bridge, and Municipal Construction, 2025 Edition, published by WSDOT/APWA
2. WSDOT Standard Plans for Road, Bridge, and Municipal Construction
3. AASHTO: A Policy on Geometric Design of Highways and Streets (2011 Edition)
4. 2009 Manual on Uniform Traffic Control Devices (MUTCD)
5. The Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005 (2005 PROWAG)
6. City Standard Plans and Policies
7. Relevant Stormwater Manual/Regulations, etc.

Changes in any design standards or requirements after services have begun may result in extra work, and require a supplement to the Agreement.

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Participation for Disadvantaged Business Enterprises (DBE) is required. This project has a 16% Condition of Award DBE goal for PE Consultant. Below is the DBE/SBE participation of the project.

LDC - 11% of contract

HWA Geosciences - 6% of contract

Total DBE/SBE participation - 17% of contract

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmisstion: Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmisstion: Email, SharePoint

C. Computer Aided Drafting Files

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmisstion: Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnished services and information outlined in Scope of Work Exhibit A

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets
Word Documents
PDFs

III. Methods to Electronically Exchange Data

Email, Sharepoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Exhibit D, Fee Estimate attached hereto commencing on the following page.

Exhibit D

Consultant Fee Determination

Project Name: 148th Avenue NE Safety Corridor Project
Project Number:
Consultant: Toole Design

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 177.35%	Fee (Profit) 26.10%	Total Hourly Rate	Total
Engineering Lead III	2	$ 95.00	$168.48	$24.80	$288.28	$576.56
Engineering Lead III	46	$ 95.00	$168.48	$24.80	$288.28	$13,260.77
Engineering Lead II	8	$ 91.00	$161.39	$23.75	$276.14	$2,209.12
Engineering Lead II	4	$ 91.00	$161.39	$23.75	$276.14	$1,104.56
Project Engineer II	67	$ 63.00	$111.73	$16.44	$191.17	$12,808.62
Project Engineer II	48	$ 63.00	$111.73	$16.44	$191.17	$9,176.33
Engineer III	6	$ 50.00	$88.68	$13.05	$151.73	$910.35
Engineer II	68	$ 41.00	$72.71	$10.70	$124.41	$8,460.19
Total Hours	249				**Subtotal:**	$48,506

REIMBURSABLES

Mileage	$300
Traffic Counts	$3,000
Subtotal:	$3,300

SUBCONSULTANT COSTS (See Exhibit E)

LDC Inc	$32,261
DKS Associates	$34,311
HWA Geosciences	$4,642
Herrera Environmental Consultants	$3,040
Subtotal:	$74,254

Total:	$126,061
Contingency:	$ 13,000
GRAND TOTAL:	$139,061

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 16, 2025

Toole Design Group, LLC and Subsidiary and Affliates
8484 Georgia Avenue, Suite 800
Silver Springs, MD 2091

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Hilda Sun:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 177.35% of direct labor (rate includes 0.09% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Jul 16, 2025 12:59 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

EXHIBIT E

Subcontracted Work

Project Name: 148th Avenue NE Safety Corridor Project
Project Number:
Consultant: Toole Design

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
LDC Inc	Survey	$32,261
DKS Associates	Traffic and lighting analysis	$34,311
HWA Geosciences	Geotechnical and pavement design	$4,642
Herrera Environmental Consultant	Environmental and permitting	$3,040
	Total:	$74,254

Exhibit E

Consultant Fee Determination

Project Name: 148th Avenue NE Safety Corridor Project
Project Number:
Subconsultant: LDC Inc
Work Description: Survey

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 219.69%	Fee (Profit) 26.10%	Total Hourly Rate	Total
Crew Chief II	56	$ 47.62	$104.62	$12.43	$164.67	$9,221.25
Survey Rodman II	16	$ 28.03	$61.58	$7.32	$96.92	$1,550.80
Survey Technician	8	$ 49.06	$107.78	$12.80	$169.64	$1,357.16
Professional Land Surveyor	40	$ 43.03	$94.53	$11.23	$148.79	$5,951.74
Project Surveyor	36	$ 61.77	$135.70	$16.12	$213.59	$7,689.40
Accounting Supervisor	2	$ 42.08	$92.45	$10.98	$145.51	$291.02
Total Hours	158				**Subtotal:**	$26,061

REIMBURSABLES

Mileage	$200
Utility Locates	$6,000
Subtotal:	$6,200

Total: $32,261

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 20, 2025

Land Development Consultants, Inc
20210 142nd Ave NE
Woodinville, WA 98072

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Kyle Carlson:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 219.69% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (May 20, 2025 14:16 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit E

Consultant Fee Determination

Project Name: 148th Avenue NE Safety Corridor Project
Project Number:
Subconsultant: DKS Associates
Work Description: Traffic and lighting analysis

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 191.27%	Fee (Profit) 26.10%	Total Hourly Rate	Total
Principal	40	$ 121.80	$232.97	$31.79	$386.56	$15,462
Project Manager	18	$ 86.24	$164.95	$22.51	$274	$4,927
Engineer	58	$ 69.85	$133.60	$18.23	$222	$12,858
Administrative	6	$ 45.42	$86.87	$11.85	$144	$865
Total Hours	122				**Subtotal:**	$34,111
REIMBURSABLES						
Mileage						$200
					Subtotal:	$200
					Total:	$34,311

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

November 5, 2025

DKS Associates
1050 SW 6th Avenue, Suite 600
Portland, OR 97204

Subject: Acceptance FYE 2025 ICR – Cognizant Review

Dear Mike Thomas:

We have accepted your firm's FYE 2025 Indirect Cost Rate (ICR) of 191.27% of direct labor (rate includes 0.55% Facilities Capital Cost of Money) based on the "Cognizant Review" from The Oregon Department of Transportation (ODOT). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Nov 5, 2025 13:29:56 PST)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

Exhibit E

Consultant Fee Determination

Project Name: 148th Avenue NE Safety Corridor Project
Project Number:
Subconsultant: HWA Geosciences
Work Description: Geotechnical and pavement design

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 179.28%	Fee (Profit) 26.10%	Total Hourly Rate	Total
Geotechnical Engineer VIII	12	$ 110.00	$197.21	$28.71	$335.92	$4,031
Adminstrative Support	4	$ 50.00	$89.64	$13.05	$153	$611
Total Hours	16				**Subtotal:**	$4,642

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellanous						
					Subtotal:	

Total: $4,642

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 2, 2025

HWA GeoSciences, Inc
21312 30th Dr SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Vasiliy P. Babko:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.28% of direct labor (rate includes 0.96% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-MAX, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Jul 3, 2025 07:03 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit E

Consultant Fee Determination

Project Name: 148th Avenue NE Safety Corridor Project
Project Number:
Subconsultant: Herrera Environmental Consultants
Work Description: Environmental and permitting

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 192.32%	Fee (Profit) 26.10%	Total Hourly Rate	Total
Scientist IV	11	$ 65.03	$125.07	$16.97	$207	$2,278
Scientist V	1	$ 68.90	$132.51	$17.98	$219	$219
Project Accountant III	4	$ 42.62	$81.97	$11.12	$136	$543
Total Hours	16				**Subtotal:**	$3,040

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellanous						
					Subtotal:	

Total: $3,040

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 4, 2025

Herrera Environmental Consultants, Inc
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Jennifer Swanson:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 192.32% of direct labor (rate includes 0.16% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by CliftonLarsonAllen, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Aug 4, 2025 10:28:02 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Actuals Not To Exceed Table (ANTE)

City of Redmond Contract #: 10594
148th Avenue NE Safety Corridor Project
Toole Design Group, LLC

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 177.35%	Fixed Fee NTE 26.10%	All Inclusive Hourly Billing Rate NTE
Engineering Lead III	$ 118.00	$ 209.27	$ 30.80	$ 358.07
Engineering Lead II	$ 100.00	$ 177.35	$ 26.10	$ 303.45
Engineering Lead I	$ 87.00	$ 154.29	$ 22.71	$ 264.00
Senior Engineer	$ 79.00	$ 140.11	$ 20.62	$ 239.73
Project Engineer II	$ 69.00	$ 122.37	$ 18.01	$ 209.38
Project Engineer	$ 62.00	$ 109.96	$ 16.18	$ 188.14
Engineer III	$ 56.00	$ 99.32	$ 14.62	$ 169.93
Engineer II	$ 48.00	$ 85.13	$ 12.53	$ 145.66
Engineer	$ 43.00	$ 76.26	$ 11.22	$ 130.48
Landscape Architect Lead	$ 95.00	$ 168.48	$ 24.80	$ 288.28
Senior Landscape Architect	$ 70.00	$ 124.15	$ 18.27	$ 212.42
Landscape Architect	$ 60.00	$ 106.41	$ 15.66	$ 182.07

Actuals Not To Exceed Table (ANTE)

City of Redmond Contract #: 148th Avenue NE Safety Corridor Project LDC Inc.				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 219.69%	Fixed Fee NTE 26.10%	All Inclusive Hourly Billing Rate NTE
Crew Chief I	$41.20	$ 90.51	$ 10.75	$ 142.47
Crew Chief II	$47.62	$ 104.62	$ 12.43	$ 164.67
Survey Rodman II	$28.03	$ 61.58	$ 7.32	$ 96.92
Field Supervisor	$49.06	$ 107.78	$ 12.80	$ 169.64
Survey Technician	$43.03	$ 94.53	$ 11.23	$ 148.79
Professional Land Surveyor	$61.77	$ 135.70	$ 16.12	$ 213.59
Project Surveyor	$50.50	$ 110.94	$ 13.18	$ 174.62
Accounting Supervisor	$42.08	$ 92.45	$ 10.98	$ 145.51
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Actuals Not To Exceed Table (ANTE)

City of Redmond Contract #: 148th Avenue NE Safety Corridor Project DKS Associates				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 191.27%	Fixed Fee NTE 26.10%	All Inclusive Hourly Billing Rate NTE
Principal	$ 121.80	$ 232.97	$ 31.79	$ 386.56
Senior Project Manager	$ 103.24	$ 197.47	$ 26.95	$ 327.65
Project Manager	$ 86.24	$ 164.95	$ 22.51	$ 273.70
Engineer	$ 69.85	$ 133.60	$ 18.23	$ 221.68
Associate Engineer	$ 59.78	$ 114.34	$ 15.60	$ 189.72
Assistant Engineer	$ 48.47	$ 92.71	$ 12.65	$ 153.83
Entry	$ 41.83	$ 80.01	$ 10.92	$ 132.76
Intern	$ 32.09	$ 61.38	$ 8.38	$ 101.84
CAD Operator	$ 55.26	$ 105.70	$ 14.42	$ 175.38
Graphic Designer	$ 66.74	$ 127.65	$ 17.42	$ 211.81
Administrative	$ 45.42	$ 86.87	$ 11.85	$ 144.15
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Actuals Not To Exceed Table (ANTE)

City of Redmond Contract #: 10594 148th Avenue NE Safety Corridor Project HWA Geosciences				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 179.28%	Fixed Fee NTE 26.10%	All Inclusive Hourly Billing Rate NTE
Administrative Support	$50.00	$ 89.64	$ 13.05	$ 152.69
CAD	$50.00	$ 89.64	$ 13.05	$ 152.69
Contracts Administrator	$60.00	$ 107.57	$ 15.66	$ 183.23
Geologist I	$35.00	$ 62.75	$ 9.14	$ 106.88
Geologist II	$42.00	$ 75.30	$ 10.96	$ 128.26
Geologist III	$47.00	$ 84.26	$ 12.27	$ 143.53
Geologist IV	$53.00	$ 95.02	$ 13.83	$ 161.85
Geologist V	$62.00	$ 111.15	$ 16.18	$ 189.34
Geologist VI	$65.00	$ 116.53	$ 16.97	$ 198.50
Geologist VII	$85.00	$ 152.39	$ 22.19	$ 259.57
Geologist VIII	$90.00	$ 161.35	$ 23.49	$ 274.84
Geotechnical Engineer I	$41.00	$ 73.50	$ 10.70	$ 125.21
Geotechnical Engineer II	$50.00	$ 89.64	$ 13.05	$ 152.69
Geotechnical Engineer III	$55.00	$ 98.60	$ 14.36	$ 167.96
Geotechnical Engineer IV	$63.00	$ 112.95	$ 16.44	$ 192.39
Geotechnical Engineer V	$70.00	$ 125.50	$ 18.27	$ 213.77
Geotechnical Engineer VI	$80.00	$ 143.42	$ 20.88	$ 244.30
Geotechnical Engineer VII	$95.00	$ 170.32	$ 24.80	$ 290.11
Geotechnical Engineer VIII	$110.00	$ 197.21	$ 28.71	$ 335.92
Hydrogeologist IV	$60.00	$ 107.57	$ 15.66	$ 183.23
Hydrogeologist V	$70.00	$ 125.50	$ 18.27	$ 213.77
Lab/Field Technician I	$28.00	$ 50.20	$ 7.31	$ 85.51
Lab/Field Technician II	$33.00	$ 59.16	$ 8.61	$ 100.78
Lab/Field Technician III	$40.00	$ 71.71	$ 10.44	$ 122.15
Lab/Field Technician IV	$52.00	$ 93.23	$ 13.57	$ 158.80
Lab/Field Technician V	$60.00	$ 107.57	$ 15.66	$ 183.23
	$110.00	$ 197.21	$ 28.71	$ 335.92
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Actuals Not To Exceed Table (ANTE)

City of Redmond Contract #: 10594
148th Avenue NE Safety Corridor Project
Herrera Environmental Consultants

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 192.32%	Fixed Fee NTE 26.10%	All Inclusive Hourly Billing Rate NTE
Engineer VIII / Scientist VIII / Planner VIII	$119.11	$ 229.07	$ 31.09	$ 379.27
Engineer VII / Scientist VII / Planner VII / GIS Analyst VII	$108.95	$ 209.53	$ 28.44	$ 346.92
Engineer VI / Scientist VI / Planner VI / Landscape Architect VI / GIS Analyst VI	$102.80	$ 197.70	$ 26.83	$ 327.34
Engineer V / Scientist V / Planner V / Landscape Architect V / GIS Analyst V / CAD Designer V	$95.05	$ 182.80	$ 24.81	$ 302.66
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / GIS Analyst IV / CAD Designer IV	$78.05	$ 150.11	$ 20.37	$ 248.53
Engineer III / Scientist III / Planner III / Landscape Architect III / GIS Analyst III / CAD Designer III	$63.30	$ 121.74	$ 16.52	$ 201.56
Engineer II / Scientist II / Planner II / Landscape Designer II / GIS Analyst II / CAD Technician II	$53.50	$ 102.89	$ 13.96	$ 170.35
Engineer I / Scientist I / Planner I / Landscape Designer I / GIS Analyst I / CAD Technician I	$45.90	$ 88.27	$ 11.98	$ 146.15
Engineering/Environmental Technician / Engineering Intern	$38.33	$ 73.72	$ 10.00	$ 122.05
Accounting Administrator I, II, III, IV, V, VI, VII	$101.90	$ 195.97	$ 26.60	$ 324.47
Project Accountant I, II, III, IV, V	$60.90	$ 117.12	$ 15.89	$ 193.92
Administrative Coordinator II, III, IV, V	$50.40	$ 96.93	$ 13.15	$ 160.48
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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of City of Redmond, WA
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Toole Design Group, LLC

whose address is

One Inventa Place, West Tower, Suite 950, Silver Spring, MD 20910

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Redmond, WA

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Toole Design Group, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Redmond, WA

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Redmond, and the City

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Toole Design Group

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Toole Design Group, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 148th Avenue NE Safety Corridor Project* are accurate, complete, and current as of 2/16/2026**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Toole Design Group

Signature

Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-044
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Human Resources	Cathryn Laird	425-556-2125
Technology and Information Services	Michael Marchand	425-556-2173

DEPARTMENT STAFF:

Technology and Information Services	Courtney Miller	Technology Project Manager
Human Resources	Kseniya Daly	Deputy HR Director
Technology and Information Services	Carmen Hall	Project Mgmt Office Manager

TITLE:
Approval of UKG Pro Extension, in the Amount of $225,000, for Additional Launch Support

OVERVIEW STATEMENT:
Implementing UKG Pro will bring a modern Human Resource Information System (HRIS) to the City, strengthening operational efficiency, expanding employee self-service capabilities, and ensuring a secure, reliable platform. The contract extension secures additional UKG support during launch to help ensure the system is fully aligned with City of Redmond policies, payroll procedures, and collective bargaining agreements.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  2025/2026 BTIP
- **Required:**
  Council approval is required for contracts that exceed $50,000.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
UKG Pro benefits include:

- Integration of Core HR & Payroll with existing Timekeeping
- Increased self-service options for employees and managers for HR processes
- Streamlined Payroll processes with improved reporting and reduction of manual processes
- Eliminate risk associated with an outdated system (current system end of life 2027)

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 cost for additional UKG launch support is $75,000 through April 2026, followed by $25,000 for each additional month beyond April. The total request is $225,000, allowing for resource coverage through October. Actual spend will depend on final launch date.

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
362

Budget Priority:
Strategic and Responsive

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
Costs associated with the implementation will come from the 2025/2026 BTIP

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/10/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Current Core HR/Payroll solution will be de-supported in Q1 2027.

ANTICIPATED RESULT IF NOT APPROVED:
If the change order is not approved, the City would be unable to complete implementation.

ATTACHMENTS:
Attachment A: UKG Service Request Order
Attachment B: Original UKG Pro Statement of Work

Docusign Envelope ID: 7D18637B-01A6-47D3-989F-F15BC87739FF

HR, Pay, & Workforce Management

Service Request Order

This Service Request Order (SRO) outlines the scope of services to be provided by UKG and is/are subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. Unless otherwise defined herein, words and expressions defined in the MSA shall have the same meaning in this SRO. In the event of a conflict or discrepancy between the terms in this SRO and the MSA, the MSA shall prevail.

Customer Bill-to Name:	CITY OF REDMOND	**Legal Entity:**	UKG Kronos Systems LLC
Contact Name:	Courtney Miller	**Solution Id:**	6115682
Phone:		**Email:**	cmiller@redmond.gov
		Job Title:	Technology Project Manager
Creation Date:	1/15/2026		
SR Number:	SR-2026-00117754	**Quote Expiration Date:**	2/14/2026
Currency:	USD		

Scope of Services:

UKG will provide resource(s) to complete the following services:

SRP Number	Service Name
SRP-2026-00117754	Solutions Consultant
Description of Services	Additional Launch support, extension through April go live @75k - client is aware and has agreed that should another extension be required past April 1 go live they will incur and addition 25k per month. Current Launch team will remain in place to support the April go live.

Service Warranty:

Docusign Envelope ID: 7D18637B-01A6-47D3-989F-F15BC87739FF

This Service Request will be considered complete after thirty (30) calendar days of delivery. Any defects must be submitted in writing by the Customer within this period. Reported defects that fall within the boundaries of this Service Request will be corrected at no cost to the Customer. Additional revisions not contained in the original scope will be considered a new request.

Service and Fee Assumptions:

- Projects are submitted for UKG resource assignment and scheduling upon Customer's SRO approval.
- All services are contingent upon Customer involvement as mutually agreed to throughout the project.
- Additional requirements or revisions not contained in the original scope will be considered a new request and will require an additional SRO.
- All services will be performed remotely unless otherwise mutually agreed to in advance. Travel expenses are not included in SRO fees and will be invoiced separately if incurred as per the UKG Global Travel and Expense Policy.
- Customer agrees to pay UKG for all fees due pursuant to this SRO plus any applicable federal, state, and local taxes.
- Request details, service assumptions, and attachments for this SRO are available in the UKG Customer portal as applicable.

Fees and Billing:

Fixed Fee:
This SRO item is Fixed Fee and will be billed with one (1) payment:

- 100% of total fees billed upon approval of this SRO

SRP Number	Work Location	Service Name	Quantity	Unit Price	Total Price
SRP-2026-00117754	Remote	Solutions Consultant	**1**	USD 75,000.00	USD 75,000.00

Summary of Fees:

Fee Totals	Total Price
Total Fixed Fee	USD 75,000.00

Docusign Envelope ID: 7D18637B-01A6-47D3-989F-F15BC87739FF

Accepted and Agreed to:

CITY OF REDMOND

Signature: Signed by: Courtney Miller 6A7AF732A35848C...

Contact Name: Courtney Miller
Job Title: Project Manager
Date Signed: 1/15/2026

UKG
HR, Pay, & Workforce Management

Docusign Envelope ID: B098094E-32DD-4BD5-BDFF-764B44E31EEA

Redmond WASHINGTON

City Contract Routing Form

City Contract #: 10613

Section 1 – Attach Contract Documents

(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes

☒ No/Not applicable Comments: _____

Section 2 – Fill Out Contract Details

Date: 9/10/24 Department: TIS Division: TIS Mail Stop: 3SFN

Project Administrator Name: Courtney Miller Extension: 2171

Project Manager Name (if different than above): _____ Extension: _____

Contract Type: Consulting Services If other, please indicate: _____

Contract Title: UKG Pro Subscription Services & Professional Services

Contractor/Consultant Business Name: UKG Kronos Systems, LLC

Contract Description: UKG Pro product suite - WFM Phase 2 project replacing UKG Dimensions. Subscription Services annual in advance total $147,900 - will replace existing UKG Dimensions licensing expense that will be terminated at end of 2024. Legal review completed by Emily Romanenko-further legal review not required. Termination of Payroll Services contract connected to Dimensions

Project ID #: 2357 Project Category: _____ Budget/Account #: 520.41103.51880.2357-520-03

Council Approval Date: 3/7/23 Agenda Memo #: 23-024 RFP/IFB/RFQ #: _____

☒ New Contract

Total Amount: $239,281

Start Date: 9/10/24 End Date: 12/31/25

Renewal Option (Y/N): Y If yes, how many? 12 month renewal term

☐ Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

☒ Department Director or Designee: DocuSigned by: 6222B98288CC42B... Date: 9/10/2024 Comments: _____

☒ TIS Director: Signed by: 6A23C86F6F144A4... Date: 9/10/2024 Comments: _____

☒ City Attorney: DocuSigned by: Daniel Kenny DDAD3355F1F2425... Date: 9/11/2024 Comments: _____

☒ Risk Manager: Signed by: kelley Cochran 581CDD1AF985491... Date: 9/11/2024 Comments: _____

☒ Mayor or Designee: Signed by: kelley Cochran (Mayor Designee) 5D9FC672714C4E4... Date: 9/13/2024 Comments: _____

☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos 98907E6B50CB428... Date: 9/13/2024 Comments: Electronic Original - in Hummingbird

☒ Purchasing: *no signature required – for copy only*

Docusign Envelope ID: B098094E-32DD-4BD5-BDFF-764B44E31EEA

ORDER FORM

Quote#: Q-240863
Expires: 30 Sep, 2024
Sales Executive: Alison Mercier
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 28 Aug, 2024

Customer Legal Name:
CITY OF REDMOND

Customer Legal Address:
15670 NE 85TH STREET #3SFN, REDMOND, WA 98052-3580 USA

Bill To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Bill To Contact:

Ship To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Ship To Contact: Courtney Miller

Ship to Phone: 425-556-2171
Ship to Mobile: 901-412-7222
Contact: Courtney Miller
Email: cmiller@redmond.gov

Currency: USD
Customer PO Number:
Solution ID: 6115682
Initial Term: 60 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO PAY AND PEOPLE CENTER	850	USD 14.50	USD 12,325.00
UKG PRO PAY	850	USD 0.00	USD 0.00
UKG PRO PEOPLE CENTER	850	USD 0.00	USD 0.00

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO PAYMENT SERVICES	850	USD 0.00	USD 0.00
UKG PRO WAGE ATTACHMENT DISBURSEMENT	850	USD 0.00	USD 0.00
UKG PRO TAX FILING SERVICES	850	USD 0.00	USD 0.00
UKG PRO CHECK PRINTING	850	USD 0.00	USD 0.00
UKG PRO BENEFITS ENROLLMENT	850	USD 0.00	USD 0.00
UKG PRO BASIC SSO	850	USD 0.00	USD 0.00
UKG PRO MODEL MY PAY	850	USD 0.00	USD 0.00
UKG PRO DATA EXCHANGE SERVICES	850	USD 0.00	USD 0.00
UKG PRO ACA SERVICES	850	USD 0.00	USD 0.00
UKG PRO COMPENSATION	850	USD 0.00	USD 0.00
UKG PRO TALENT ACQUISITION	850	USD 0.00	USD 0.00
UKG PRO RECRUITING	850	USD 0.00	USD 0.00
UKG PRO ONBOARDING	850	USD 0.00	USD 0.00
UKG PRO LIMITED ACCESS	1	USD 0.00	USD 0.00
UKG PRO HR ONLY/GLOBAL EMPLOYEES	1	USD 0.00	USD 0.00
INCOME AND EMPLOYMENT VERIFICATION FROM EQUIFAX	1	USD 0.00	USD 0.00
UKG PRO PEOPLE ASSIST	850	USD 0.00	USD 0.00
UKG PRO HCM NPRD	850	USD 0.00	USD 0.00
UKG PRO DOCUMENT MANAGER	850	USD 0.00	USD 0.00
Total Price			**USD 12,325.00**

Professional Services - Fixed Fee

Billing Frequency: 4 consecutive equal quarterly payments of $22,845.25 commencing on the Effective Date

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG LAUNCH FIXED FEE	Grouped	1	USD 91,381.00	USD 91,381.00
Total Price				**USD 91,381.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 12,325.00

Item	Total Price
Total Fixed Fees	USD 91,381.00

Order Notes:

Compensated Employees: persons receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.

The Launch services shall be provided to Customer for only the services as set forth in the UKG Pro Statement of Work for CITY OF REDMOND which is made a part hereof and incorporated by reference as UKG Pro Statement of Work for CITY OF REDMOND. Launch services outside of the scope of the UKG Pro Statement of Work for CITY OF REDMOND shall be quoted to Customer and agreed upon by the Parties in writing.

Limited Access Employees: persons with a status of terminated who have access to the UKG Pro portal.

People Center Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.
The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity.

The Statement of Work attached to this order form is incorporated herein by reference.

Customer is migrating from their existing UKG DIMENSIONS HR, UKG DIMENSIONS COMPENSATION, UKG DIMENSIONS PAYROLL, & UKG DIMENSIONS PAYROLL SERVICES to UKG PRO Pay and People Center software as a service offering ("Pro HCM") and shall remain responsible for all fees related to these Applications until Pro HCM Billing Start date commences. The customer is responsible to communicate to UKG to cancel the applications from their contract after the Billing Start date of Pro HCM.

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

This Order is subject to and governed by the terms and conditions of the Master Services Agreement dated as of the Effective Date between UKG and Customer (hereafter "Agreement").

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at:
www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:
www.ukg.com/ukg-unified-dpa

UKG will notify Customer without undue delay (and in any event within seventy-two (72) hours) and in accordance with Applicable Laws upon UKG or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Laws.

If UKG creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from Customer Data, then UKG's use of such data shall be strictly limited to the direct purposes of delivering and enhancing the Services and UKG's technical security operations and systems maintenance. UKG is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may UKG solicit consent from the identified individual to do so unless the Agreement defines a means to do so that does not unduly burden individual privacy rights.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF REDMOND		UKG Kronos Systems LLC	
Signature:	Signed by: Kelley Cochran (Mayor Designee) 5D9FC672714C4E4...	Signature:	DocuSigned by: Erica Bukowski 93A063ADEBCA41A...
Name:	Kelley Cochran (Mayor Designee)	Name:	Erica Bukowski
Title:	Finance Director	Title:	Sr. Order Processing Analyst
Date:	9/13/2024	Date:	9/10/2024 | 2:58 PM EDT

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

Master Services Agreement

This Master Services Agreement (this "**Agreement**") is made between the UKG entity ("**UKG**") and the customer entity signing this Agreement ("**Customer**") and sets forth the terms and conditions governing each Order or Statement of Work, which references this Agreement. CUSTOMER'S USE OF UKG'S SUBSCRIPTION SERVICES AND UKG'S PERFORMANCE OF PROFESSIONAL, TRAINING, AND SUPPORT SERVICES ARE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND ANY ADDITIONAL TERMS STATED IN THE ORDER OR STATEMENT OF WORK, INCLUDING ANY ATTACHMENTS THERETO. This Agreement is effective as of the date of the last Party to sign below ("**Effective Date**"). Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the applicable Order or SOW.

1. Services

1.1 Subscription Services. The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees (including those of its Affiliates) listed in the Order, subject to and conditioned on compliance with this Agreement, the Documentation, and the Order.

1.2 Support Services. UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located at https://www.ukg.com/saas-support-policies-and-services. UKG will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

1.3 Professional Services. UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work or Services Description. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.

1.4 Training Services. In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training services outside the scope of this section shall be provided by UKG as described in the Order.

2. Acknowledgements

2.1 Reservation of Rights. The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.

2.2 Use Restrictions. Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties, other than Affiliates; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.

2.3 Customer Feedback. Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, Customer grants to UKG and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4 **Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its Affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

2.5 **Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.

2.6 **Upgrades.** Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.

2.7 **Acceptable Use.** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy located at https://www.ukg.com/acceptable-use-policy ("**Acceptable Use Policy"**), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages. If Customer violates the Acceptable Use Policy, UKG may take immediate action without notice to prevent further harm, including suspending Customer's use of the Subscription Services and ceasing performance of any other Services.

2.8 **Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its Affiliates without requiring such Affiliate to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor.

2.9 **Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees

3.1 **Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term on the Order and all Renewal Terms. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice, which will be provided to the Customer at least sixty (60) days prior to the end of the then-current term. Except as otherwise specified in the Order (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

3.2 **Taxes.** The fees exclude, and Customer will be responsible for, all sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income).

3.3 **Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this

Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

4.1 Ownership of Customer Data. Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all Customer Data that Customer inputs into the Services or otherwise provides to UKG.

4.2 Use of Customer Data. Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide right to use, display, copy, modify, distribute, and create derivative works from Customer Data for the purposes of providing, operating, maintaining, customizing, and improving the Services, developing new or different products or services, and benchmarking, modeling, and training. Except as otherwise noted by UKG, Customer Data will be used for such purposes only in an aggregated, de-identified manner, that does not identify Customer, its users, employees, or Customer Confidential Information, and that is stripped of all persistent identifiers (e.g. device identifiers, IP addresses, and cookie ID's) such that Customer Data on its own cannot reasonably be identified as originating from Customer.

4.3 Collection of Personal Data. Services may employ applications and tools that collect and process Personal Data that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Data, Customer may need to uninstall or discontinue using certain Services.

4.4 Data Privacy and Security. Each Party agrees to comply with Applicable Laws in its processing of Personal Data. UKG and its subprocessors will process Personal Data in accordance with UKG's Data Processing Addendum located at https://www.ukg.com/ukg-unified-dpa. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. UKG has a list of its current subprocessors at https://www.ukg.com/DPA-subprocessors.

5. Confidentiality

5.1 Definition. "Confidential Information" is any non-public information relating to a Party, which includes Customer Data, that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

5.2 Exceptions. Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

5.3 Nondisclosure. Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.

5.4 Protection. Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

5.5 Use. Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

5.6 Disclosure Exceptions. Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).

5.7 UKG recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure

exists. Nothing in the Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to UKG due to Customer's compliance with any law or court order requiring the release of public records, if Customer acted in good faith in attempting to comply with the provisions of Chapter 42.56 RCW. In the event that Customer receives a public record request under Chapter 42.56 RCW or similar law for the disclosure of any of UKG's Confidential Information related to this Agreement, Customer shall promptly provide written notice to UKG of disclosure request so that UKG can take appropriate steps to protect its interest and seek exemption as provided under the Washington State Public Records Act.

6. Warranty

6.1 Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

6.2 Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.

6.3 Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.

6.4 Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).

6.5 Customer Warranty. Customer warrants that it has all rights and required consents to provide to UKG Customer Data.

7. Term & Termination

7.1 Term of the Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

7.2.1 Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the Initial Term or a Renewal Term (as such terms are defined in the Order).

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an

assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 Termination due to lack of Government Funding. Customer is a government funded organization, and in the event of the loss of funds appropriated from the Government to Customer specifically dedicated to pay UKG for the Services, Customer may terminate the Order upon ninety (90) days prior written notice to UKG. Termination of the Order for this reason shall not relieve Customer of its obligation to pay any amounts due to UKG up to the date of termination. Customer represents that by executing an Order Form for the Service, Customer has received fiscal appropriations for the amounts due during the Term as indicated on such Order Form.

7.3 Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Order is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees under a separate Order or SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent (i) the Subscription Services infringe or misappropriate any legitimate copyright or patent, or (ii) arising from a breach by UKG of its security obligations under UKG's Data Processing Addendum resulting in the unauthorized use or disclosure of Customer Data. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

8.3 Exceptions. UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer without the express written permission of UKG; (b) use other than as authorized by this Agreement; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

8.4 Qualifications. Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer.

Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.

8.5 This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.

9. Limitations of Liability

9.1 Monetary Cap. EXCEPT WITH RESPECT TO UKG'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1 Insurance. During the Order Term, UKG shall maintain appropriate insurance coverage and will provide appropriate Certificates of Insurance if requested by Customer. UKG presently maintains insurance coverage rated 'A-' "Excellent" by A.M. Best for the following risks in the following minimum amounts in United States Dollars:

- Comprehensive General Liability Insurance: $2 million aggregate; $1 million per occurrence, including $1 million personal injury.
- Business Auto: $1 million combined single limit bodily injury and property damage liability.
- Umbrella: $5 million aggregate, $5 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): $5 million aggregate, $5 million per occurrence.

Customer is included as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to Customer's insurance, but only with respect to UKG's sole negligence. Upon written request, such blanket endorsement shall be provided to Customer.

10.2 Jurisdiction & Dispute Resolution. This Agreement is governed by and is to be interpreted solely in accordance with the laws of the state of Washington, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in King County, Washington in any dispute arising out of or relating to this Agreement. IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY CLAIM RELATED TO THIS AGREEMENT WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, SUIT, OR OTHER SIMILAR PROCESS. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

10.3 Government Use Provision. If Customer is a U.S. government entity, then it acknowledges that the Subscription Services and Documentation consist of "commercial items," as defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and in DFARS 227.7202, as applicable. All such Customers will comply with this Agreement while using Subscription Services and

Documentation, and if such Customer needs any additional rights, it agrees that it will be subject to a mutually agreed addendum to this Agreement.

10.4 Export. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied- party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.5 Severability & Waiver. The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.

10.6 Surviving Provisions. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.

10.7 Assignment. This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

10.8 Force Majeure. If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, outbreak of infectious disease, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party will be excused from performance of its obligations under this Agreement, except payment of fees, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

10.9 Publicity. UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers.

10.10 Notice. When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Any cure period required under this Agreement will begin on the date the notice is received.

10.11 eSignature. Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

10.12 No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

10.13 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

10.14 Entire Agreement. This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained

in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

11.1 "**Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

11.2 **"Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

11.3 **"Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.

11.4 **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Data.

11.5 **"Documentation"** means the written specifications for the Subscription Services or published online by UKG on its community pages accessible at https://www.ukg.com/support and https://library.ukg.com/, such as user manuals and administrator guides, as well as the Services Descriptions.

11.6 **"Order"** means an order form agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.

11.7 **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.

11.8 **"Personal Data"** means data related to a natural person or particular individual as defined under Applicable Laws, including "personal data" as defined under the EU General Data Protection Regulation ("GDPR"); "personal information" as defined under the California Consumer Privacy Act ("CCPA"); and any similar terms, such as "personally identifiable information" defined under applicable privacy laws.

11.9 **"Professional Services" m**eans the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

11.10 **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.

11.11 **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at http://www.ukg.com/services-descriptions.

11.12 **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.

11.13 **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.

11.14 **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.

11.15 **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have read the foregoing and all documents incorporated herein and agree and accept such terms effective as of the date of the last signature below.

UKG Kronos Systems LLC	CITY OF REDMOND
Dated: 9/10/2024 | 2:58 PM EDT	Dated: 9/13/2024
By: DocuSigned by: Erica Bukowski 93A063ADEBCA41A...	By: Signed by: Kelley Cochran (Mayor Designee) 5D9FC072714C4E4...
Name: Erica Bukowski	Name: Kelley Cochran (Mayor Designee)
Title: Sr. Order Processing Analyst	Title: Finance Director

UKG Pro Statement of Work for City of Redmond

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The SOW shall apply to this Order and shall supersede any Statement of Work linked in the Order. The scope of services described herein are fixed price and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s),migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) and parallel testing for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Services in Scope

The following Subscription Services are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Go Live Phase
UKG Pro Pay and People Center	Phase 1
UKG Pro People Assist	Phase 1
UKG Pro Talent Acquisition (Recruiting and Onboarding)	Phase 1
UKG Pro Compensation	Phase 1
UKG Pro Document Manager	Phase 1

3. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Parameters
Project Launch and Completion	• UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. • The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Pay and People Center and/or UKG Pro Workforce Management is ten (10) months from project kick-off • Launch services for each phase end when the scope of services are completed or expire twelve (12) months after phase kick-off, whichever comes first. • Includes up to 100 hours of Workforce Management Consulting
Launch Pricing	• Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration identified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. • Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.

Launch Item	Parameters
	• Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • Customer will not be responsible for delays caused by UKG's inability to provide adequate resources for the project or completion of tasks. • The Customer's project manager is the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel and Access	• UKG will deliver the scope of this project utilizing a blended approach of on and offsite resources. Onsite visits will be mutually agreed upon in advance. • Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s) as contracted in the Order	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team\ • Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			
	• Guide Customer in gathering business requirements for Net New Subscription Services • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document	• Gather policy/procedure documentation and business use cases to complete data collection process for Net New Subscription Services • Describe expected solution, business process(es), and business rules for all employee groups in scope • Facilitate timely review, feedback, and signoff on all project documentation as required to meet project deadlines	• Updated project plan delivered detailing activities and primary milestones of the project • Data collection process complete • Testing strategy workshop(s) delivered • Project scope document delivered

Launch Phase	UKG	Customer	Deliverables
	detailing the results of the requirements phase and provide Customer with a detailed project plan • Review requirements, and documentation with Customer's technical team.	• Participate in the documentation of project assumptions, risks, and configuration needs • Provide technical system diagrams, requirements, and documentation. This will include the work of Customer's Master Architect.	
Build			
	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase • Work closely with UKG on functional design and deliverables.	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects •	• User Acceptance testing (UAT) completed • Key users and end users training • Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan. All UKG and Customer resources agree to follow the defined project methodology and timeline, and complete tasks by agreed upon due date.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

Service Level Targets for implementation teams (UKG & CoR):
Response time:
- Within 24 hours (excluding weekends and holidays) – acknowledge receipt of issue/request.
- Within 1-2 business day provide answer to questions or timeline for work completion.
- Within 1-2 business day provide notification of delays in deliverables w/valid reason

Meeting cancellation policy:
- Notification 24 hours or more before the meeting (barring emergencies)

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution. • Maintain issue/action (RAID) log • Schedule and facilitate recurring meetings with all UKG consultants and Redmond core team • Provide confirmed agendas for working sessions to ensure correct resources from UKG and CoR are present, at minimum 48 hours prior to meeting
Integration Consultant	• Create and deliver all in-scope integrations • Provide best practices and advise on technical integration solutions. • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Subscription Service Consultant(s)	• Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests • Complete the configuration life cycle per the Launch methodology for Subscription Service(s) in scope
Data Conversion Consultant	• Responsible for successful conversion of source data provided by Customer
HR/Payroll Consultant	• Primary point of contact for HR and payroll subscription services configuration life cycle per the Launch methodology
Talent/Compensation Consultant	• Primary point of contact for talent and compensation subscription services configuration life cycle per the Launch methodology
Document Manager and People Assist Consultant	• Primary point of contact for document manager and People Assist subscription services configuration life cycle per the Launch methodology
Workforce Management Consultant	• Primary point of contact for workforce management subscription services configuration life cycle per the Launch methodology • Work closely with Customer on re-configurations of building blocks to better align with Pro People Center and Pro Payroll. Advise and recommend changes to WFM which currently is configured to operate with legacy HR/Payroll application.

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager / Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project • Maintain issue/action (RAID) log • Schedule and facilitate recurring meetings with all UKG consultants and Redmond core team
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource

Customer Resource	Key Responsibilities
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
HR/Talent Acquisition Subject Matter Expert	• Customer's primary talent acquisition representative and designated decision maker • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
Document and Case Management Subject Matter Expert	• Customer's primary document and case management representative and designated decision maker
Other Subject Matter Experts	• Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s) • Act as a primary resource and decision maker regarding Subscription Service(s) configuration • Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the Launch methodology and supplemental testing services, if purchased
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker

6. Service Assumptions

The following assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Training and User Adoption Services

Service	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like instructor led courses, job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption-Empower	UKG will: • Conduct a communications and user training planning workshop • Conduct a train-the-trainer consulting workshop • Provide a role-based user matrix • Provide access to the preparing for change dashboard • Provide adaptable communications and user training plans • Provide train the trainer materials including manager course presentation (.ppt) and participant guide (.doc), standard hands-on practice exercises with the most common manager tasks, employee job aids (.html)

Testing Services

Service	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live Note: • Customer has declined the option to purchase supplemental testing services offered by UKG and/or their certified partners and is fully prepared to support the UAT phase of the project with internal resources. Doing so may impact the timeline of this project. If any necessary Customer testing is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and

Service	Assumptions
	amend the quoted pricing accordingly.

UKG Pro HR/Payroll Subscription Services

Service	Assumptions

UKG Pro Pay and People Center	UKG will:
	• Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments
	  ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement.
	• Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use
	• Provide thirty (30) days of production support prior to transitioning Customer to UKG Support
	Customer will:
	• Participate in working sessions and complete assigned configuration and testing activities
	UKG will provide the following Pro Pay and People Center data conversion services (a successful conversion balances with the provided source data):
	• Provide one (1) production and two (2) non-production environments
	• Review Customer-provided source data to ensure suitability for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
	• Convert data from
	up to two (2) source system(s)
	(additional sources may be used for conversion; however additional fees may apply)
	• Convert employee Masterfile/people data
	up to (2) times and all other history (e.g. job history and check detail) one (1) time
	• Convert payroll opening balances up to two (2) times
	Customer will:
	• Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
	
	UKG will provide the following Pro Pay and People Center integration services prior to live:
	• Create up to fifteen (15) flat-file interfaces from the following list. Each integration is assumed to have one (1) file layout. Integrations in this section are delivered via encrypted flat file via secure FTP site and processed as a scheduled event:
	  ○ Banking Export(s)
	  ○ State New Hire Export(s)
	  ○ General Ledger Export
	  ○ Employee Benefit Providers (bi-directional, if needed, for setup of new benefits or communication of benefit changes to benefit providers): medical, dental, vision, health spending account, flexible spending account, disability (LTD/STD), COBRA, deferred compensation plan (i.e., 401k/RRSP-CAN)
	• .
	• Customer will work with UKG on determining the best integration solution; there are multiple ways to integrate, and customer needs to evaluate all options before agreement on the proposed integration solution.
	• Customer will work with the UKG consultants on data mapping, file layouts, data validations, and application business logic as required.
	
	Within the 15 allotted flat file interfaces, UKG could Include the following:
	• Washington Department of Retirement Systems (DRS): integration export to DRS system for enrollment, retirement contributions and reporting
	• NeoGov New Hire Integration: integration to import new hire information to HR/Payroll
	• Workterra: Benefits Management system

Service	Assumptions
	• Employee integration: export employee demographic file & terminations • Payroll integration: import election adds/changes/terms • ACA integration: export hours worked/PTO used from Payroll • D365 integration: data export to City database • Concur integration: export employee demographic file • Vector Solutions integration: export employee demographic file Customer will: • Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
UKG Pro People Assist	UKG will configure the following Customer-defined functionality: • Five (5) categories • Fifteen (15) forms and associated workflows (three-step maximum) • Five (5) process templates containing up to ten (10) tasks each Customer will: • Create knowledge base articles in its Subscription Service platform • Customer system admins will design and develop any additional forms, workflows, and templates required by the business teams.
UKG Pro Document Manager	UKG will configure the following Customer-defined functionality: • Employee folder structure (document types, metadata, and retention policies) • Role matrix (roles, permissions, and user groups) • Historical and on-going migration of onboarding and employee documents from UKG Pro People Center with standard mapping • One (1) standard signature and two (2) document templates for the Smart Document Generation module Customer will: • Create knowledge base articles in its Subscription Service platform
UKG Pro Talent Acquisition* UKG Pro Compensation	UKG will: • Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement. • Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use • Provide thirty (30) days of production support prior to transitioning Customer to UKG Support Customer will: • As a prerequisite, be live on UKG Pro People Center and actively maintaining both organization structure and employee data • Participate in working sessions and complete assigned configuration and testing activities **Note:** Data conversion services are not included and are quoted via Service Request if required. Customer should let their UKG project manager know if interested in obtaining these services. *Data conversion services for UKG Pro Talent Acquisition must be completed prior to Go Live.

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a Service Request:
- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope or effort
- Changes to the project resource requirements

- Changes to the Launch duration

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

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Data Processing Agreement

This Data Processing Agreement ("DPA") is by and between (i) the UKG entity, as the Processor of Customer Personal Data, set forth in the Order or Statement of Work that references the UKG Master Services Agreement, or any other currently effective agreement, (the "Agreement"), ("UKG"), and (ii) the person or entity who is named on such Order or Statement of Work on behalf of itself and Customer Affiliates, as the Controller of Customer Personal Data, ("Customer") and sets forth the terms and conditions applicable to UKG's processing activities under the Agreement. Customer and UKG are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Customer Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal Data.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the respective receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General

1.1 The above and foregoing recitals are true and correct and incorporated herein by reference.

1.2 This DPA consists of the terms and conditions set forth in this DPA and the following Schedules, which are attached hereto and incorporated herein by reference:

1.2.1 Schedule 1: Details of the Processing

1.2.2 Schedule 2: Technical and Organizational Security Measures

1.2.3 Schedule 3: Additional Applicable Privacy Provisions

2. Definitions

2.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

"**Affiliates**" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

"**Applicable Law(s)**" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations. UKG shall comply with all Applicable Laws applicable to UKG in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, UKG is not responsible for complying with Applicable Laws applicable to Customer or Customer's industry. Customer shall comply with all Applicable Laws to Customer as a Data Controller.

"Cross-Border Transfer Mechanism" means applicable legally valid mechanisms required for the transfer of Customer Personal Data from a Controller or a Processor in a given jurisdiction to another Processor or Subprocessor operating in a separate jurisdiction where Applicable Laws require a legal mechanism for cross-border transfer. Such mechanisms include, by way of example and without limitation, the Standard Contractual Clauses.

"Core Subscription Services" means UKG Pro, UKG Pro Workforce Management, UKG Ready, and HRSD (including People Assist & UKG Pro Document Manager) offerings identified in the Order.

"**Countries with Adequate Protection**" means the following applicable third countries, territories, or specified sectors within a third country: (1) for data processed subject to the EU GDPR: the EEA, or a country or territory that is the subject of an adequacy decision by the Commission under Article 45(1) of the EU GDPR;
(2) for data processed subject to the UK GDPR: the UK or a country or territory that is the subject of the adequacy regulations under Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018; and/or
(3) for data processed subject to the Swiss FDPA: Switzerland, or a country or territory that (i) is included in the list of the states whose legislation ensures an adequate level of protection as published by the Swiss Federal Data Protection and Information Commissioner, or (ii) is the subject of an adequacy decision by the Swiss Federal Council under the Swiss FDPA.

"Customer Personal Data" means any Personal Data Processed by UKG on behalf of Customer pursuant to or in connection with the Agreement.

"GDPR" means EU General Data Protection Regulation 2016/679.

"**Pseudonymized Data**" means Data that has gone through Pseudonymization.

"Restricted Transfer" means a transfer of Customer Personal Data from Customer to a UKG Processor, or a transfer of such data between UKG Processors, where such transfer would be prohibited by Applicable Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Laws) in the absence of a Cross-Border Transfer Mechanism.

"Services" means Core Services and any other UKG Products and Services.

"Standard Contractual Clauses" or **"SCCs"** means any type or module of standard contractual clauses approved by any relevant authority such as the European Commission in Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries, the British Data Protection Authority, the Swiss Data Protection Authority or the Singapore Data Protection Authority, including those executed between UKG Affiliates as UKG Processors. The completed EU SCCs (Processor-to-Processor) and (Controller-to-Processor) are available on ukg.com, and are deemed incorporated in this DPA, in accordance with Section 11 below.

"Subprocessor" means any person (including any third party and any UKG Affiliate) appointed by or on behalf of UKG to Process Customer Personal Data on behalf of Customer in connection with the Agreement, a list of which is available on ukg.com, and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"**UKG Other Products & Services**" means Professional Services and UKG products and services other than Core Subscription Services, which are subject to the specific Supplement for UKG Other Products and Services available on ukg.com.

The terms, **"Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Personal Information", "Processing", "Processor", "Pseudonymization"** and **"Supervisory Authority"**, will have the same meaning as in the GDPR, or the equivalent meaning as set forth in Applicable Laws, and **"Processing"** shall be interpreted to include the following as applicable **"Process"**, **"Processes"** and **"Processed"**.

Where applicable, the terms, **"Service Provider" "Share"** and **"Sell"** will have the same meaning as in the California Consumer Privacy Act (**"CCPA"**).

3. Processing of Customer Personal Data

3.1 UKG will:

3.1.1 comply with all Applicable Laws in the Processing of Customer Personal Data; and

3.1.2 not Process Customer Personal Data other than for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Applicable Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal Data.

3.2 Customer hereby:

3.2.1 instructs UKG (and authorizes UKG to instruct each Subprocessor) to: (a) Process Customer Personal Data; and (b) in particular, transfer Customer Personal Data to any country or territory subject to the provisions of this DPA, in each case as reasonably necessary for the execution of the Agreement.

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in Section 3.2.1 on behalf of each relevant Customer Affiliate; and

3.2.3 warrants and represents that it has all necessary rights in relation to the Customer Personal Data and/or has collected all necessary consents from Data Subjects to Process Customer Personal Data to the extent required by Applicable Law.

3.3 Schedule 1 to this DPA sets out certain information regarding UKG's Processing of Customer Personal Data as required by Article 28(3) of the GDPR (and equivalent requirements of other Applicable Laws).

4. UKG Personnel

UKG will take steps to ensure that access to Customer Personal Data is limited to those individuals who: (a) need to know or access the relevant Customer Personal Data as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, UKG will in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk as set forth in Schedule 2 to this DPA.

5.2 In assessing the appropriate level of security, UKG will take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing

6.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 6, including without limitation those Subprocessors provided herein and any new Subprocessors. Subprocessors used for UKG Other Products and Services may be listed under each applicable Statement of Work or Order Form or in an addendum to this DPA or other form of communication.

6.2 UKG will provide Customer with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Customer Personal Data on behalf of Customer. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection by email to privacy@ukg.com to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal Data or is otherwise unable to reasonably address the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor, and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

6.3 With respect to each Subprocessor, UKG will:

6.3.1 verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal Data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR; and

6.3.2 if that arrangement involves a Restricted Transfer, confirm that the Standard Contractual Clauses, or other legally valid Cross-Border Transfer Mechanism, are at all relevant times incorporated into the relevant agreement(s) between UKG and the Subprocessor.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, UKG will assist Customer by implementing commercially reasonable technical and organizational measures for the fulfilment of the Customer's' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Applicable Laws.

7.2 If UKG receives a request from a Data Subject under any Applicable Law in respect of Customer Personal Data ("Data Subject Request"), UKG will:

7.2.1 promptly redirect the Data Subject to its Controller; and

7.2.2 ensure that UKG does not respond to that Data Subject Request except on the documented instructions of Customer or as required by Applicable Laws to which UKG is subject, in which case UKG, to the extent permitted by the Applicable Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

8. Personal Data Breach

8.1 UKG will notify Customer without undue delay and in accordance with Applicable Laws upon UKG or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Laws.

8.2 In the event of a Personal Data Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation, and remediation of any such Personal Data Breach.

8.3 Except as may be required by Applicable Laws, UKG will not notify Customer's affected Data Subjects about a Personal Data Breach without Customer's prior written consent.

9. Deletion or return of Customer Personal Data

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9.1 Subject to Sections 9.2 and 9.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Customer Personal Data, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal Data that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

9.2 Notwithstanding Section 9.1 above, each UKG Processor may retain Customer Personal Data to the extent and for such period as required by Applicable Laws, provided that UKG will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

9.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 9.

10. Audit rights

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

11. Restricted Transfers and Cross-Border Transfer

11.1 Customer is fully aware and acknowledges that UKG operates as a global company with locations across the world. In order for UKG to provide customers with service level continuity and to optimize both organization and management of the quality of its products and services, UKG reserves the right to have Customer Personal Data processed by other UKG Affiliates or by Subprocessors and that may be located in a different region than where the original Processing took place, which Customer accepts.

11.2 In connection with Restricted Transfers, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

11.3 In connection with Customers operating in countries where no Restricted Transfers are occurring, no transfer mechanism shall be applicable.

12. Additional Assurances

12.1 UKG shall maintain the following additional safeguards with respect to Customer Personal Data that is transferred pursuant to the Standard Contractual Clauses:

12.1.1 UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal Data processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same;

12.1.2 In the event UKG receives a Disclosure Request for disclosure of Customer Personal Data processed under this DPA and Data Processor is not legally permitted to notify Customer of the Disclosure Request, UKG agrees to take reasonable legal actions against the disclosure of the Customer Personal Data and to refrain from disclosure of the Customer Personal Data to the respective authorities until a court of competent jurisdiction orders UKG to disclose such Customer Personal Data. In such event, UKG agrees to provide the minimum amount of information required when responding to the Disclosure Request, based on UKG's reasonable interpretation of the Disclosure Request; and

12.1.3 UKG can make available to Customer a Transfer Risk and Impact Statement to assist Customer in carrying out its own transfer impact assessment related to Customer's use of the Services.

13. General Terms

13.1 Governing Law. Without prejudice to clauses 17 (Governing Law) and 18 (Choice of Forum and Jurisdiction) of the Standard Contractual Clauses:

13.1.1 the Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

13.2 DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Customer Personal Data or permits UKG to Process (or permit the Processing of) Customer Personal Data in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

13.3 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

13.4 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

13.5 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Customer Personal Data

Provision of the Services are set out in the Agreement and this DPA, where UKG acts as a data processor, and for business operations, as an independent controller.

UKG will use and otherwise process Customer Data only as described and subject to the limitations provided below (a) to provide Customer the Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Services to Customer.

Processing to Provide Customer the Services

For purposes of this DPA, "to provide" a Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Services up to date and operational, and enhancing user productivity, reliability, efficacy, quality, and security.

When providing Services, UKG will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar business purposes, or (c) sell or share Personal Data.

Processing for Business Operations Incident to Providing the Services to Customer

For purposes of this DPA, "business operations" means the processing operations authorized by Customer in this section.

Customer authorizes UKG:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Customer Data; and
- to de-identify Customer Data to enhance and create new functionalities.

in each case limited to to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Customer's experience.

When processing for these incident business operations, UKG will apply principles of data minimization, confidentiality and will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, (c) any other purpose, other than for the purposes set out in this section or (d) Sell or Share Personal Data.

The types of Customer Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Customer data subjects, employment and education details of Customer data subjects, other information that Customer may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Customer Personal Data relates

Customer's employees, contractors, and job applicants.

Special categories of Customer Personal Data to be Processed

None unless otherwise specified or unless special categories of personal data including without limitation biometric data collection is enabled by Customer on given UKG offerings.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and this DPA.

Privacy related contact:

UKG:	privacy@ukg.com
Customer:	As specified in this DPA, in the Order Form or in the Statement of Work.

Schedule 2: Technical and Organizational Measures

The following Technical and Organizational Measures are applicable to UKG Core Subscription Services. The specific Supplement for UKG Other Products and Services to this DPA is applicable to any UKG Other Products & Services.

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.

2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.

3. Entity Controls: Consistent with UKG's obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:

a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.

b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG's Code of Conduct upon hire.

c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.

4. Application and Network Controls:

a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.

e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.

g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.

k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.

m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

6. Security Monitoring: UKG may monitor and analyze the use of its Subscription Services, which may record information concerning security controls and compliant use of the application, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics, telemetry, and other data from Customer, such as mobile number, email address, IP address, and other unique verification identifier, for the purposes of enabling multifactor authentication; benchmarking, modelling, and training; providing, operating, maintaining, customizing, and improving the Subscription Services and its security, including by developing new or different functionalities for such purposes.

7. Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal Data has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Laws.

b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.

8. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.

9. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

Schedule 3: Additional Applicable Privacy Provisions

The following provisions will apply if and to the extent applicable to the Processing of Customer Personal Data by UKG.

1. **U.S. Privacy Laws**

"U.S. Privacy Laws" have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the "CPRA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the "CPA") the Connecticut Data Privacy Act, Public Act No. 22-15 (the "CTDPA"); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the "UCPA "); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the "VCDPA").

Obligations. To the extent UKG is a Service Provider or Processor and receives Personal Information from Customer and processes Personal Information on behalf of Customer in connection with UKG's provision of the Services to Customer, UKG in its role as a Service Provider or Processor, will not: (i) Sell or Share such Personal Information; (ii) shall not retain, use, or disclose such Personal Information for any purpose other than performing the Services or Business Purpose under the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal Information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; or (iv) retain, use, or disclose such Personal Information outside of the direct business relationship between Customer and Service Provider unless otherwise permitted under the Agreement; (v) combine the Personal Information that the Service Provider receives from, or on behalf of, the Business with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that the Service Provider may combine personal information to perform any Business Purpose. UKG, in its role as a Service Provider or Processor, agrees to comply with the US Privacy Laws as applicable to Service Provider in its provision of the Services to Customer under the Agreement. For clarity, UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under the CPRA and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal Information.

Consumer Requests. To the extent applicable, and subject to the nature of the Processing and the information available to UKG, UKG will reasonably assist Customer with the fulfilment of Customer's obligation to respond to consumer requests for exercising the data subject's rights as set out under the U.S. Privacy Laws.

2. United Kingdom ("UK") International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

The UK International Data Transfer Addendum to the EU SCCs is available on ukg.com, and is deemed incorporated in this DPA, in accordance with Section 11 of the DPA.

In connection with transfers of Customer Personal Data to which UK GDPR applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

If UKG's billing address is in an Adequate Country, the appliable UK IDTA (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the UK GDPR from UKG to Subprocessors and UKG Affiliates;

If UKG's billing address is not in a Country with Adequate Country, appliable UK IDTA (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

3. Switzerland

Where Applicable Laws of Switzerland requires sufficient safeguards for the adequate protection of Personal Data transferred to a third country, the EU SCCs shall apply. In case of a transfer from Switzerland subject to the Applicable laws of Switzerland, the terms below will have the following substituted meanings for the purposes of the EU Clauses: (i) "GDPR" means the FADP and the Revised FADP. (ii) "European Union", "Union" or "Member States" means Switzerland, provided that the term "member state" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence, provided it is in Switzerland in accordance with Clause 18 c. (iii) "Supervisory Authority" means the FDPIC. The EU SCCs shall also protect the data of legal entities until the entry into force of the Revised FADP

In connection with transfers of Customer Personal Data to which FADP applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

- If UKG's billing address is in an Adequate Country, the applicable EU SCCs (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the GDPR from UKG to Subprocessors and UKG Affiliates;

- If UKG's billing address is not in a Country with Adequate Country, appliable EU SCCs (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

4. APEC / Australia

"APEC" means the Asia Pacific Economic Cooperation, a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. See www.apec.org for more information.

"APEC Member Economy" means the 21 members of APEC: Australia, Brunei Darussalam, Canada, Chile, China, Hong Kong-China, Indonesia, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, Philippines, Russia, Singapore, Chinese Taipei, Thailand, United States, and Vietnam.

UKG shall not transfer Personal Data outside of the jurisdiction where the Personal Data is obtained unless permitted under Applicable Laws. Where UKG Processes Personal Data from an APEC Member Economy on behalf of Customer, UKG shall perform such Processing in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see www.cbprs.org) to the extent the requirements are applicable to UKG's Processing of the Personal Data. If UKG is unable to provide the same level of protection as required by the CBPRs, UKG shall promptly notify Customer and cease Processing. In such event, Customer may terminate the Agreement with respect only to those Products and/or Services for which UKG is unable to provide the same level of protection as required by the CBPRs by written notice within 30 days.

Any reference to Personal Data Breach is deemed to include Notifiable Data Breaches under the Australian Privacy Act 1988.

5. Argentina

Argentine Model Clauses: means the Model Agreement of International Transfer of Personal Data for the case of Provision of Services (Contrato modelo de transferencia internacional de datos personales con motivo de prestación de servicios) (reference: EX-2016-00311578- -APN-DNPDP#MJ- Anexo II) approved by the Dirección Nacional de Protección de Datos Personales on 2 November 2016 ("Argentinian Clauses").

In connection with transfers of Customer Personal Data to which Argentinian laws applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection, or based on the Argentinian Clauses, which are deemed incorporated herein by reference. For the avoidance of doubts, any information required under the Argentinian Clauses are deemed provided under the Cross Border Mechanisms incorporated herein by reference.

6. China

Should Customer choose to use UKG Services in China, Customer acknowledges that:

a) UKG cannot guarantee the availability of UKG Services in China;

b) Access to UKG Services solution from China is not guaranteed, and therefore some provisions in the Agreement that governs the provision of UKG's Services may not apply; and

c) In the event that parties engage in cross-border transfers of data outside of China and the Chinese Standard Contract for Export of Personal Information ("Chinese Standard Contractual Clauses" or "Chinese SCCs") is required by applicable Chinese laws to such cross-border transfer, the parties (or their applicable affiliates) agree to execute such separate Chinese SCCs to govern the cross-border transfers of data.

7. Brazil

The Parties shall handle Customer Personal Data in accordance with the Lei Geral de Proteção de Dados ("LGPD") and only for the purposes that are compatible with those described in the Main Agreement.

UKG shall notify Customer in writing of (a) a confirmed Personal Data Breach, or (b) any notification, complaint, consultation or request made by the Brazilian National Data Protection Authority due to the processing of Customer Personal Data.

UKG shall, in accordance with the terms of Article 18 of the LGPD, provide Customer with reasonable assistance when necessary to respond to a complaint, consultation or request from a data subject regarding the processing of Customer Personal Data (including, without limitation, any request for access, rectification, deletion, portability or restriction of processing of Customer Personal Data).

UKG shall only transfer Customer Personal Data to another jurisdiction in accordance with the terms of the LGPD, and UKG shall offer guarantees and compliance aligned with the regime of data protection provided in the LGPD for any transfer of Personal Data outside of Brazil.

ORDER FORM

Quote#: Q-281218
Expires: 15 Sep, 2024
Sales Executive: Alison Mercier
Effective Date: Effective as of the date of last signature of this Order

Order Type: Amendment
Date: 16 Aug, 2024

Customer Legal Name:
CITY OF REDMOND

Customer Legal Address:
15670 NE 85TH STREET #3SFN, REDMOND, WA 98052-3580 USA

Bill To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Bill To Contact:

Ship To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Ship To Contact:

Ship to Phone:
Ship to Mobile:
Contact: Courtney Miller
Email: cmiller@redmond.gov

Currency: USD
Customer PO Number:
Solution ID: 6115682
Term: Co-Term
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG DIMENSIONS PAYROLL SERVICES	0	USD 1.75	USD 0.00
Total Price			**USD 0.00**

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Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 0.00

Order Notes:

This Order is subject to the terms and conditions of that certain Workforce Dimensions Agreement between Kronos Incorporated, a UKG company and Customer dated 08/29/2019, and the UKG Payroll Services Addendum dated 12/16/2022 (the “Agreement”).

By signing this Order, Customer is agreeing to decrease its UKG DIMENSIONS PAYROLL SERVICES from 900 to 0.

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IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF REDMOND		Kronos SaaShr, Inc.	
Signature:	Signed by: Kelley Cochran (Mayor Designee) 5D9EC672714C4E4...	Signature:	
Name:	Kelley Cochran (Mayor Designee)	Name:	
Title:	Finance Director	Title:	
Date:	9/13/2024	Date:	

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-045
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Mike Haley	Project Manager
Public Works	Eric Dawson	Engineering Supervisor
Public Works	Steven Gibbs	Capital Projects Division Manager
Public Works	Brandon Beuhler	Acting Deputy Public Works Director

TITLE:
Award of Construction Contract to Equity Builders, LLC., in the Amount of $2,009,390, and Approval of a Consultant Services Agreement Supplement 1 with BHC Consultants, in the Amount of $240,000, and Increase the Total Funding for the Wastewater Lift Station Equipment Upgrades Phase 2 Project

OVERVIEW STATEMENT:
Public Works is requesting to award the construction contract for the Lift Station Equipment Upgrades, Phase 2 project, Project No. 2408, to Equity Builders, LLC., in the amount of $2,009,390.

Public Works is also requesting to approve the consultant services agreement supplement 1 with BHC Consultants in the amount of $240,000. This supplement is for construction engineering support services for the project. It increases the maximum amount payable from $347,770 to $614,770.

Public Works is requesting approval to allocate an additional $740,000 from the Wastewater CIP to ensure the successful completion of this critical pump replacement project. The additional funding will support the installation of larger pump motors and revised flywheels at Lift Station 51, as well as cutter heads at all stations to better manage ragged solids. With this adjustment, the project's CIP budget will increase from $3,526,684 to $4,266,684.

The Lift Station Equipment Upgrades Project will replace aging, obsolete Paco wastewater pumps at Lift Stations 17, 51, 52, and 53 before they fail. This effort will complete the transition to Cornell pumps, the new standard for the Redmond system. The City has already pre-purchased the Cornell pumps for all four stations, and they are now ready for installation under this construction contract.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Capital Investment Program

  Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

- **Required:**
  Council approval is required to award a Public Works contract that exceeds $300,000 (2018 City Resolution 1503)
  Council approval is required to award an architectural and engineering services agreement that exceeds $50,000 (2018 City Resolution 1503).

- **Council Request:**
  N/A
- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the March 17, 2026, Council business meeting.

OUTCOMES:
Approving this action keeps the City on track to complete wastewater lift station pump upgrades, proactively removing obsolete Paco pumps from the Redmond system to reduce failure risk and enhance overall safety and reliability. It also ensures that all stations are equipped with Cornell pump systems that meet industry standards and offer readily available replacement units and parts.

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:
$2,009,390 Construction Contract
$240,000 Supplemental Agreement Number 1

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
Public Works is requesting an additional $740,000 to complete the project

Funding source(s):
Wastewater CIP 404 and 408 Funds

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/17/2024	Business Meeting	Approve
11/18/2025	Business Meeting	Approve
11/3/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Award of bid must occur within 60 days of the bid opening (which occurred on January 29, 2026) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:
Not approving the contract will result in delayed construction, increasing the cost to complete the project.

ATTACHMENTS:
Attachment A: Lift Station Equipment Upgrades Phase 2 Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Consultant Supplemental Agreement 1

CIP Project Information Sheet

Project Name: Lift Station Equipment Upgrades Phase 2

Project Status: Existing
Functional Area(s): Wastewater
Relevant Plan(s): General Wastewater Plan, Utilities Strategic Plan
Neighborhood: Citywide - Multiple

Time Frame: 2024-2027
Budget Priority: Healthy and Sustainable
Citywide Rank: 22
Functional Area Priority: High

Location: Citywide at one location and three locations on Novelty Hill.

Description:
Replace pumps and associated equipment at wastewater lift stations 51, 52, 53, and 17

Anticipated Outcomes: ***Primary:*** Rehabilitation ***Secondary:***

Update equipment in multiple lift stations to reduce risk of failure and improve ability to restore function of stations. Pumps and associated equipment will meet industry standard, and have parts readily available.

Request: ***Primary Reason(s):***

Project approved in the 2023-2028 CIP budget process.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget			$107,925	$222,265	$542,695	$135,674			$1,008,559
Approved Changes									
Current Approved Budget			**$107,925**	**$222,265**	**$542,695**	**$135,674**			**$1,008,559**
Proposed New Budget			**$524,915**	**$1,109,257**	**$630,873**	**$658,492**	**$603,145**		**$3,526,682**

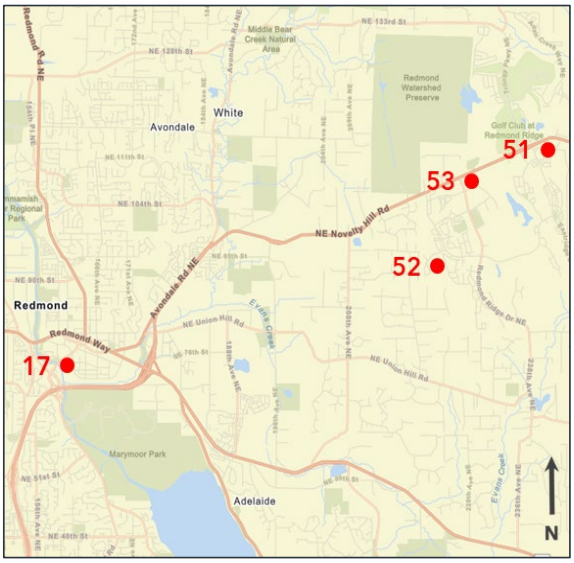
Proposed changes due to ___ Scope Change X Schedule Change X Budget Change

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)			$156,074						**$156,074**
Right of Way			$40,020						**$40,020**
Design (31-100%)			$223,838	$249,915	$106,267	$44,278			**$624,298**
Construction				$637,491	$398,432	$482,516	$482,516		**$2,000,955**
Contingency			$104,983	$221,851	$126,174	$131,698	$120,629		**$705,335**
Total			**$524,915**	**$1,109,257**	**$630,873**	**$658,492**	**$603,145**		**$3,526,682**

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: This project replaces an existing asset, reducing risk of failure, with no increase in maintenance cost.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Wastewater CIP		$3,526,682		$3,526,682
Total		**$3,526,682**		**$3,526,682**



23456789##

Attachment B – Additional Project Information

Wate Water Lift Station Equipment (WWLS) Upgrades, Phase 2

Project Discussion

This project will replace the remaining aging Paco Pump Systems in Redmond-operated lift stations. WWLS 17 serves the Redmond Town Center development, while WWLS 51, 52, and 53 support the Novelty Hill Urban Development. The work includes mechanical and electrical upgrades needed to install new Cornell pumps at all four stations, as well as replacement of the generator fuel tank at Lift Station 51.

Much of the construction risk has been reduced through the City's pre-purchase of the Cornell pumps for all stations. This early procurement allowed the project contingency to be set below the City's standard level, lowering the overall project estimate and reducing the amount of additional funding required.

With the reduced contingency incorporated, the updated estimate shows that only the stations within the Novelty Hill wastewater system require additional funding to move forward with construction.

Stations 51, 52, and 53 require an additional $740,000 to support installation of larger Cornell pump motors and revised flywheels at Lift Station 51, along with cutter heads at all stations to better manage ragged solids. Station 51, the largest lift station in the Novelty Hill system, conveys most of the area's wastewater to the King County Metro system. The increased funding also ensures the project maintains an appropriate contingency level. With this adjustment, the project's CIP budget will increase from $3,526,684 to $4,266,684.

Station 17, funded through the City's primary wastewater utility, has sufficient budget and contingency to complete its pump replacement work, and no additional funding is requested for this station.

Because the Novelty Hill system is relatively new, the requested funding increase does not create immediate impacts on other planned projects.

Project-Related Community/Stakeholder Outreach

None is anticipated for this project as it will have limited to no disruption to customer service.

Bid Results

The project was advertised in the *Daily Journal of Commerce* on January 14, 2026, and January 21, 2026. Bids were received and opened on January 29, 2026. The City received Five (5) bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Equity Builders, LLC	**Bellingham, WA**	**$2,009,390.40**
Award Construction Inc.	Ferndale, WA	$2,037,652.80
Strider Construction Co, Inc.	Burlington, WA	$2,271,480.00
Interwest Construction Inc.	Burlington, WA	$2,416,656.00
Road Construction NW Inc.	Renton, WA	$2,523,744.00
Engineer's Estimate		**$2,553,443**

All bidders' unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to **Equity Builders, LLC.**

Consultant Agreement History

	Date	Amount	Maximum Amount Payable
Original Agreement	9/25/2024	$374,770	$374,770
Supplement 1		$240,000	$614,770

Fiscal Information

Current Project Budget	
Wastewater CIP 408 Fund	$2,608,305
Wastewater CIP 404 Fund	$918,379
Total Funding	**$3,526,684**

Estimated Project Costs	
Preliminary Design	$196,366
Design	$320,000
Equipment Pre-purchase	$1,022,172
Construction	$2,359,390
Contingency	$368,756
Total Estimated Project Cost	**$4,266,684**
Project Funding	**$3,526,684**
Budget Difference	**($740,000)**
Wastewater CIP 408 Fund Addition	**$740,000**

Previous Project-Related Council Touches

Date	Meeting	Action
9/17/2024	Business Meeting	Approve Consultant
11/18/2025	Business Meeting	Reject all Bids

Washington State Department of Transportation

Supplemental Agreement Number 2

Organization and Address

BHC Consultants, LLC
1601 5th Ave, Suite 500
Seattle WA 98101
Phone: 206-505-3400

Original Agreement Number: 10617

Project Number: 2408

Execution Date:

Completion Date:

Project Title: Lift Station Equipment Upgrade, Phase 2

New Maximum Amount Payable: $ 614,770

Description of Work: This supplement agreement will allow BHC Consultants to provide construction engineering support for the project.

The Local Agency of City of Redmond desires to supplement the agreement entered into with BHC Consultants LLC and executed on 9/25/2024 and identified as Agreement No. 10617

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date is revised to be 12/31/2028

III

Section V, PAYMENT, shall be amended as follows:

See attached Exhibit B

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____ Consultant Signature

By: _____ Approving Authority Signature

_____ Date

DOT Form 140-063 EF
Revised 9/2005

Exhibit A

SCOPE OF SERVICES
Wastewater Lift Stations Equipment Upgrades Phase 2 (Project No. 2408)
Supplement No. 2
Engineering Services During Construction

Statement of Understanding
Under the previous Wastewater Lift Stations Equipment Upgrades Phase 2 (Lift Stations 17, 51, 52, and 53) Consultant Agreement dated September 09, 2024, BHC Consultants, LLC (BHC) performed final design and provided engineering services during bidding.

This Scope of Services is based on our current understanding of the work remaining to complete the Project. The remaining work is:

- Engineering services during construction.
- Review the Contractor prepared as-builts and prepare record drawings to incorporate project revisions identified by the Contractor and City staff.
- Update the Electronic Operations & Maintenance Manual (O&M) for WWLS 17, 51, 52, and 53 to current format and to incorporate upgrades implemented by the Project.

Scope of Services
The Scope of Services tasks are separated into five components where applicable:

1. Receivables: elements that will be provided by the City
2. Work Tasks: tasks that will be completed by the Consultant
3. Deliverables: the finished product that will be delivered to the City via electronic and hard copy
4. Assumptions: assumptions used to develop each Work Task
5. Meetings: Consultant team will work to minimize attendees at meetings, meetings with City staff will be conducted virtually or at the City's offices.

Task A: Project Management

Receivables:
- None

Work Tasks:
1. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the project.
2. Prepare monthly progress reports and monthly invoices, including financial status and progress.

Deliverables:
- Monthly status reports using City format with invoices and updated monthly schedule (pdf format)

Assumptions:
- The project will be completed by December 31, 2027.

Meetings:

- Four (4) status meetings

Task B: Engineering Services During Construction

Engineering services during construction are a major contributor to project success and are needed to ensure construction is completed in accordance with the Contract Documents. The Consultant's degree of involvement can vary significantly, depending on the experience and performance of the Contractor as well as actual site conditions encountered during construction. To address this issue, services beyond the identified scope of services will be performed only upon written authorization from the City.

This scope is based on our understanding that the City will provide a construction management team, hereinafter referred to as "Construction Management Team", to manage the construction contract and will provide an in-house Construction Observation Team (COT) that will provide construction observation services. The Consultant's services will be provided in support of the Construction Management Team and the COT.

Receivables:

- Contractor shop drawings/submittals, RFIs, change order requests, operations and maintenance (O&M) manuals.

Work Tasks:

1. Review technical shop drawings and submittals from the Contractor and provide suggested responses to the Construction Management Team.
2. Assist the Construction Management Team in resolving questions and Requests for Information from the Contractor.
3. Attend construction meetings when requested by the Construction Management Team (virtual attendance).
4. Visit the construction sites to address issues that come up during construction that require input from the Consultant.
5. Provide written interpretations of the contract documents and/or drawings/sketches to the Construction Management Team as requested to supplement or clarify the contract documents.
6. Prepare revisions to the work or design for allowing the Construction Management Team to solicit proposals from the Contractor for necessary or desired changes in the work or design. The Construction Management Team will be responsible for preparing and issuing the subsequent change orders.
7. Prepare test checklist and attend Field Test at each lift station site. Submit notes from Field Test for City review.
8. Review the O&M manuals from the Contractor.

Deliverables:

- Written comments and recommendations on shop drawings/submittal reviews.
- Written interpretations and responses to questions and requests for information.
- Written documentation of field activities observed during site visits.
- Written comments and recommendations on Contractor developed O&M Manuals for each lift station.
- Written documentation supporting approved change order requests.
- Field Test checklist and notes.
- Construction correspondence as required.

Assumptions:

- Thirty (30) RFIs are assumed.
- Fifty (50) submittals are assumed.
- Five (5) change orders are assumed.
- Thirty (30) site visits are assumed.
- Thirty (30) construction meetings are assumed
- Special Inspections required by the Contract Documents and the Building Permit are excluded from this scope.

Meetings:

- Attend up to thirty (30) weekly construction meetings (virtual)
- Attend up to thirty (30) site visits

Task C: Record Drawings

Receivables:

- Contractor and City inspector field record set of drawings
- City review comments on Draft Record Drawings

Work Tasks:

- Prepare Record Drawings: incorporate modifications to the design drawings and prepare draft and final record drawings per City requirements.

Deliverables:

- One (1) electronic copy in PDF format of the Draft Record Drawings.
- One (1) electronic copy in PDF format of the Final Record Drawings.
- Record drawings in AutoCAD file format.
- Completed Record Drawing Checklist.

Assumptions:

- Construction Management Team will review the revisions that the Contractor has recorded on the field record set of drawings to determine the revisions adequately represent the as-built changes to the construction drawings.
- The record drawings prepared by BHC will be based entirely on Contractor redlines, City redlines/comments, and incorporation of change orders.
- As constructed modifications to the drawings will be relatively minor.
- Budget is based on the 44 total sheets in the design drawing set.

Meetings:

- None

Task D: Electronic O&M Manual

Receivables:

- City review comments on Draft Electronic O&M Manual

Work Tasks:

- Prepare a draft hard copy Electronic O&M manual for each of the four (4) wastewater lift stations for City of Redmond review. The Electronic O&M manual will include an overview of each lift station’s operation and maintenance, and supplemental information

that will include manufacturer's information on the equipment at each of the four lift stations.
- Incorporate City of Redmond review comments on each station Electronic O&M manual and issue a Final hard copy of each manual.
- Provide electronic O&M Manuals for each of the four stations including record drawings in the established format.

Deliverables:
- Four (4), one (1) for each station, electronic copy in PDF format of the Draft O&M Manual
- Four (4), one (1) for each station, electronic copy in PDF format of the Final O&M Manual
- Electronic O&M Manual in established format (WWLS 17, 51, 52, 53)

Assumptions:
- The Electronic O&M manual will incorporate updates to each of the four lift stations' existing Electronic O&M manuals using updated equipment information.
- Only WWLS 17, 51, 52, and 53 will be updated under this scope of work.

Meetings:
- One (1) review meeting

Task E: Management Reserve
Task E is included for ease of tracking the management reserve budget.

Receivables:
- Written permission from the City is required to perform management reserve tasks or to access project management reserve funds.
- To be determined

Work Tasks:
- Project management reserve tasks to be determined.

Deliverables:
- To be determined

Assumptions:
- City to determine budget value of management reserve
- To be determined

Meetings:
- To be determined

BUDGET
The Total Supplement No. 1 budget request for the Wastewater Lift Stations Equipment Upgrades Phase 2 (Project No. 2408) is attached as Exhibit D. The amount listed in Exhibit D represents the supplemental budget requested for this scope of services. This amount is in addition to the $65,000 budget remaining from the Original Agreement ($35,000 from Tasks 1, 4, and 5 and $30,000 in unused contingency). The $65,000 budget remaining from the Original

Agreement will be crosswalked to appropriate Engineering Services During Construction and contingency tasks administratively following execution of this Supplement. The total budget to complete the Supplement scope of work is $291,490. Exhibit B represents only the supplemental budget. This budget is based on, and in accordance with, the City's Consultant Guidelines Worksheet rate determination. The Total Project Budget is presented in the Supplement Agreement

PROJECT SCHEDULE

A detailed schedule will not be developed for the Services During Construction Supplement. The Project schedule is dependent on the selected Contractor's schedule for delivery of documents for review and attendance at meetings on an ad hoc basis.

Exhibit B

Consultant Fee Determination

Project Name: WWLS Equipment Upgrades Phase II - Stations 17, 51, 52, and 53
Project Number: 2408
Consultant: BHC Consultants, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 145%	Fee (Profit) 29%	Total Hourly Rate	Total
Principal-In-Charge	7	$ 107.00	$155.44	$30.50	$293	$2,051
Project Manager	340	$ 87.00	$126.38	$24.80	$238	$80,981
Electrical Engineer	158	$ 95.00	$138.01	$27.08	$260	$41,093
Structural Engineer	40	$ 89.75	$130.38	$25.58	$246	$9,828
Project Engineer	320	$ 57.00	$82.80	$16.25	$156	$49,936
Staff Engineer		$ 52.00	$75.54	$14.82	$142	
CAD	100	$ 59.75	$86.80	$17.03	$164	$16,358
Project Assistant	140	$ 55.00	$79.90	$15.68	$150.57	$21,080
Admin	34	$ 57.00	$82.80	$16.25	$156.05	$5,306
Total Hours	1,139				**Subtotal:**	$226,632

REIMBURSABLES

Mileage	$2,500
Reproduction (copies, plots, etc.)	
Miscellanous	$500
Subtotal:	$3,000

Total:	$229,632
Contingency:	10,368
GRAND TOTAL:	$240,000

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-046
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
Finance	Hailey Zurcher	Financial Planning Manager

TITLE:
Adoption of an Ordinance for the 2025-2026 Budget Adjustment #5

a. Ordinance No. 3250: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3196, 3215, 3224, 3229, and 3236, by Making Adjustments to the City's 2025-2026 Biennial Budget, in Exhibit 1

OVERVIEW STATEMENT:
An Ordinance amending Ordinance Nos. 3196, 3215, 3224, 3229, and 3236 by adjusting the City's 2025-2026 Biennial Budget to recognize new and increased revenue sources, appropriate funds for projects and programs previously approved by Council and make minor corrections identified throughout the biennium.

General Fund (100): $356,594

a) Office of Public Defense (OPD) Public Defense Improvement Grant - $13,953
On November 3, 2025 (AM No. 25-160), City Council approved the acceptance of the OPD Public Defense Improvement Grant of $20,930. $13,953 will be awarded in 2026, and the remaining funds will be awarded in 2027.

b) King County Fire District 34 Reimbursement - $124,566
In 2025, the City paid for septic and waste line repairs at Fire Station 13. Expenses for third party repair services have been reimbursed by King County Fire District 34.

c) FEMA Urban Area Security Initiative (UASI) - $1,422
In 2022, the Fire Department received an equipment grant through FEMA's Urban Area Security Initiative (UASI). This adjustment recognizes the cash value of the equipment, received in 2025.

d) King County Basic Life Support Reimbursements - $216,653
King County reimburses the City of Redmond for Basic Life Support (BLS) work. The allocations are provided to the City after the budget process is complete, with the final allocation letter presented in December. This adjustment will align the City's BLS expenditure and revenue budgets with the allocations provided by King

County.

General Government Maintenance Fund (099) - $425,000

e) Old Firehouse Teen Center Building Demolition
During a study session on January 27, 2026, City Council was presented with the project information sheet for the Old Firehouse Teen Center Building Demolition project. The total budget for this project is $425,000, which will be funded with available Real Estate Excise Tax and General Fund funding in the General Government Maintenance Fund (099). This adjustment adds the project budget to the Capital Investment Program.

Advanced Life Support (ALS) Fund (122): $699,312

f) King County Advanced Life Support & Mobile Integrated Healthcare Reimbursements - $699,312
King County reimburses the City of Redmond for Advanced Life Support (ALS) and Mobile Integrated Healthcare (MIH) work. The allocations are provided to the City after the budget process is complete, with the final allocation letter presented in December. This adjustment will align the City's ALS and MIH expenditure and revenue budgets with the allocations provided by King County.

Information Technology Fund (520) - $275,000

g) CUES GraniteNET Project Funding - $275,000
In 2025, the CUES GraniteNet Project was added to the Business Technology Investment Program to implement AI-enabled analysis of wastewater and stormwater pipe inspections. The total budget for this project, including one-time implementation costs and ongoing operational costs, for this biennium is $275,000. The project will be funded by a transfer from the Wastewater and Stormwater Utility Funds, $137,500 each.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Fiscal Policies
- **Required:**
  RCW 35A.33.120 Funds-Limitations on expenditures-Transfers and adjustments.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
This budget adjustment is necessary to align city financial records to account for Council decisions and corrections to the

existing budget.

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:
$1,330,906

Approved in current biennial budget: ☐ **Yes** ☒ **No** ☐ **N/A**

Budget Offer Number:
N/A

Budget Priority:
N/A

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/10/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
All budget adjustments for the 2025-2026 biennium must be approved no later than December 31, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
The adopted budget would not align city financial records with decisions made and corrections in budgeted funds.

ATTACHMENTS:
Attachment A: Ordinance 2025-2026 Budget Adjustment #5
Exhibit 1: Summary of 2025-2026 Budget Adjustment #5
Attachment B: Teen Center Building Demo Project Information Sheet

NON-CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NOS. 3196, 3215, 3224, 3229, AND 3236, BY MAKING ADJUSTMENTS TO THE CITY'S 2025-2026 BIENNIAL BUDGET, IN EXHIBIT 1

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2025-2026 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3196 adopting the 2025-2026 biennial budget, passed by the City Council on November 19, 2024, Ordinance No. 3215 amending the 2025-2026 biennial budget and passed by the City Council on May 20, 2025, Ordinance No. 3224 amending the 2025-2026 biennial budget and passed on July 15, 2025, Ordinance No. 3229 amending the 2025-2026 biennial budget and passed by the City Council on October 7, 2025, and Ordinance No. 3236 amending the 2025-2026 biennial budget and passed by the City Council on November 18, 2025, are hereby amended to recognize the new and increased revenue sources, appropriate funds for projects and programs previously approved by Council, and make minor corrections identified throughout the biennium.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this _____ day of _____, 2026.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
REBECCA MUELLER, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

EXHIBIT 1

Summary of 2025-2026 Budget Adjustments

Fund Number	Fund Name	2025-2026 Adopted Budget (Ord 3196)	#1 Clean Up Adjustment (Ord 3215)	#2 BFB Reconciliation (Ord 3224)	#3 RCCMV Acquisition (Ord 3229)	#4 Clean-Up Adjustment (Ord 3236)	#5A Granitenet CUES Funding	#5B Office of Public Defense Grant
100	General Fund	$ 339,604,752	$ 222,038	$ -	$ -	$ 458,809	$ -	$ 13,953
011	Arts Activity	1,086,292	-	(3,190)	-	108,000	-	-
012	Parks Maintenance & Operations	4,083,017	-	(275,817)	-	-	-	-
013	Community Events	1,577,749	-	(5,498)	-	-	-	-
019	Human Services Grant Fund	7,927,425	-	(648,939)	-	6,000	-	-
020	Fire Equipment Reserve	9,278,894	416,000	(130,457)	-	-	-	-
021	Operating Reserve	9,752,281	-	(322,402)	-	-	-	-
025	COVID Recovery Fund	313,592	-	125,912	-	-	-	-
027	Capital Replacement Reserve	5,343,965	-	1,494,723	-	-	-	-
030	Business Tax	21,338,326	-	3,013,814	-	-	-	-
031	Real Property Fund	1,786,069	-	(88,305)	-	-	-	-
035	Fire Levy Fund	5,591,744	-	(106,560)	-	-	-	-
036	Police Levy Fund	9,004,639	-	66,136	-	-	-	-
037	Parks Levy Fund	1,039,474	-	22,920	-	-	-	-
095	Parks Maintenance Projects	6,627,176	-	(144,111)	-	-	-	-
096	Transportation Maintenance Project	18,981,028	-	6,524,533	-	-	-	-
099	General Governmental Maint	26,498,144	1,000,000	(1,570,896)	-	-	-	-
110	Recreation Activity	7,221,324	229,500	224,086	-	-	-	-
115	Development Review	10,865,715	-	(806,495)	-	-	-	-
117	Cable Access Fund	104,647	-	(23,812)	-	-	-	-
118	Operating Grants	4,411,481	-	(199,424)	-	-	-	-
122	Advanced Life Support	26,173,120	888,655	(2,014,805)	-	-	-	-
124	Fire Donations Fund	883,165	-	5,957	-	-	-	-
125	Real Estate Excise Tax	40,538,011	-	3,368,310	-	-	-	-
126	Drug Enforcement	162,015	-	(518)	-	-	-	-
131	Tourism (Hotel/Motel Tax)	2,700,494	-	118,527	-	-	-	-
140	Solid Waste Recycling	4,468,019	-	73,654	-	-	-	-
150	Transportation Benefit District	14,191,779	200,000	486,659	-	-	-	-
233	Non-Voted GO Bonds - Parks	12,033,020	-	75,461	-	-	-	-
315	Parks Capital Projects	30,592,925	-	(143,509)	10,950,000	708,550	-	-
316	Transportation Capital Project	75,770,657	1,518,000	(468,318)	-	-	-	-
319	General Governmental Capital	37,332,798	72,500	3,083,318	-	894,796	-	-
320	Business Technology Investment Program	-	-	-	-	10,285,980	-	-
361	CFD 2014-1	775,537	-	-	-	-	-	-
362	CFD 2016-1	12,182,863	-	-	-	-	-	-
401	Water/Wastewater	125,835,398	-	5,511,740	-	-	-	-
402	UPD - Water/Wastewater	26,150,370	-	1,207,218	-	-	-	-
403	Water/Wastewater Capital Proj	39,019,901	-	6,087,160	-	970,000	-	-
404	Wastewater Capital Project	16,393,572	-	87,832	-	-	-	-
405	Stormwater Management	46,647,647	338,603	1,781,440	-	-	-	-
406	Stormwater Management Capital	67,956,008	-	3,007,116	-	-	-	-
407	UPD - Capital Projects	17,742,556	-	1,716,953	-	-	-	-
408	UPD Wastewater Capital Project	19,393,717	-	1,164,547	-	-	-	-
501	Fleet Maintenance	13,647,662	-	(188,321)	-	-	-	-
510	Insurance Claims & Reserves	9,295,168	-	485,723	-	-	-	-
511	Medical Self Insurance	41,504,237	-	(910,180)	-	-	-	-
512	Worker's Compensation	10,505,323	-	(579,331)	-	-	-	-
520	Information Technology	36,399,461	-	641,927	-	(9,573,369)	275,000	-
		$ 1,220,733,158	**$ 4,885,296**	**$ 31,744,778**	**$ 10,950,000**	**$ 3,858,766**	**$ 275,000**	**$ 13,953**

Notes:

Ordinance #3196 establishing the 2025-2026 budget was approved by Council on November 19, 2024.

EXHIBIT 1

Summary of 2025-2026 Budget Adjustments

Fund Number	Fund Name	#5C King County Fire District 34 Reimbursement	#5E Old Firehouse Demolition	#5F FEMA UASI Equipment Grant	#5G King County Allocations (ALS, BLS, MIH)	Revised 2025-2026 Budget
100	General Fund	$ 124,566	$ -	$ 1,422	$ 216,653	$ 340,642,193
011	Arts Activity	-	-	-	-	1,191,101
012	Parks Maintenance & Operations	-	-	-	-	3,807,200
013	Community Events	-	-	-	-	1,572,251
019	Human Services Grant Fund	-	-	-	-	7,284,486
020	Fire Equipment Reserve	-	-	-	-	9,564,437
021	Operating Reserve	-	-	-	-	9,429,879
025	COVID Recovery Fund	-	-	-	-	439,504
027	Capital Replacement Reserve	-	-	-	-	6,838,688
030	Business Tax	-	-	-	-	24,352,140
031	Real Property Fund	-	-	-	-	1,697,764
035	Fire Levy Fund	-	-	-	-	5,485,184
036	Police Levy Fund	-	-	-	-	9,070,774
037	Parks Levy Fund	-	-	-	-	1,062,393
095	Parks Maintenance Projects	-	-	-	-	6,483,065
096	Transportation Maintenance Project	-	-	-	-	25,505,562
099	General Governmental Maint	-	-	-	-	25,927,248
110	Recreation Activity	-	-	-	-	7,674,910
115	Development Review	-	-	-	-	10,059,220
117	Cable Access Fund	-	-	-	-	80,835
118	Operating Grants	-	-	-	-	4,212,057
122	Advanced Life Support	-	-	-	699,312	25,746,283
124	Fire Donations Fund	-	-	-	-	889,122
125	Real Estate Excise Tax	-	-	-	-	43,906,321
126	Drug Enforcement	-	-	-	-	161,498
131	Tourism (Hotel/Motel Tax)	-	-	-	-	2,819,021
140	Solid Waste Recycling	-	-	-	-	4,541,673
150	Transportation Benefit District	-	-	-	-	14,878,438
233	Non-Voted GO Bonds - Parks	-	-	-	-	12,108,481
315	Parks Capital Projects	-	-	-	-	42,107,966
316	Transportation Capital Project	-	-	-	-	76,820,339
319	General Governmental Capital	-	-	-	-	41,383,412
320	Business Technology Investment Program	-	-	-	-	10,285,980
361	CFD 2014-1	-	-	-	-	775,537
362	CFD 2016-1	-	-	-	-	12,182,863
401	Water/Wastewater	-	-	-	-	131,347,138
402	UPD - Water/Wastewater	-	-	-	-	27,357,588
403	Water/Wastewater Capital Proj	-	-	-	-	46,077,060
404	Wastewater Capital Project	-	-	-	-	16,481,404
405	Stormwater Management	-	-	-	-	48,767,690
406	Stormwater Management Capital	-	-	-	-	70,963,124
407	UPD - Capital Projects	-	-	-	-	19,459,509
408	UPD Wastewater Capital Project	-	-	-	-	20,558,264
501	Fleet Maintenance	-	-	-	-	13,459,342
510	Insurance Claims & Reserves	-	-	-	-	9,780,891
511	Medical Self Insurance	-	-	-	-	40,594,057
512	Worker's Compensation	-	-	-	-	9,925,992
520	Information Technology	-	-	-	-	27,743,019
		$ 124,566	**$ -**	**$ 1,422**	**$ 915,965**	**$ 1,273,502,904**

Notes:

Ordinance #3196 establishing the 2025-2026 budget was approved by Council on November 19, 2024.

CIP Project Information Sheet

Project Name: Old Fire House Teen Center Building Demolition

Project Status: New
Functional Area(s): Facilities
Relevant Plan(s): Facilities Plan
Neighborhood: Downtown

Time Frame: 2025-2026
Budget Priority: Safe and Resilient
Citywide Rank: N/A
Functional Area Priority Medium

Location: 16510 NE 79th Street

Description:
Demolition and removal of the Old Fire House Teen Center building. The site will be cleared and secured for the upcoming rebuilding of the Teen Center.

Anticipated Outcomes: ***Primary:*** Safety ***Secondary:***

Request: ***Primary Reason(s):*** New Project

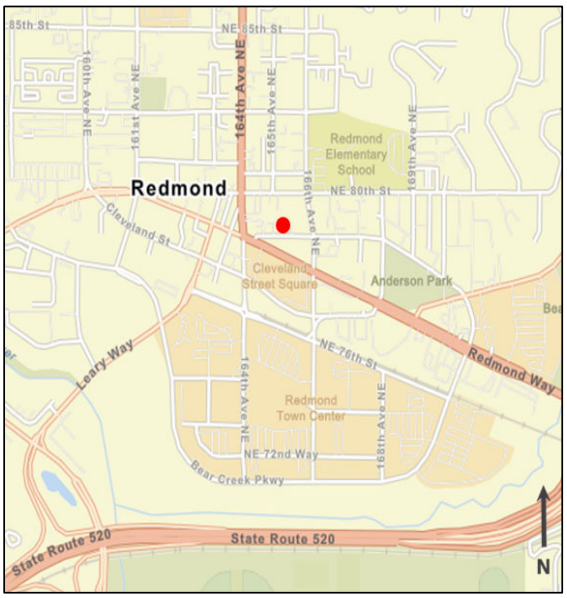
Proposed Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Proposed Budget		$444	$424,556						$425,000

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)		$444	$5,385						$5,829
Right of Way									
Design (31-100%)			$44,171						$44,171
Construction			$360,000						$360,000
Contingency			$15,000						$15,000
Total		$444	$424,556						$425,000

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation:

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Real Estate Excise Tax		$200,000		$200,000
General Fund		$225,000		$225,000
Total		$425,000		$425,000



Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-047
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	Adam O'Sullivan	Treasury Manager
Finance	Blake Ruiz	Senior Financial Analyst - Capital

TITLE:
Adoption of a Capital Project Bond Debt Redemption Resolution

a. Resolution No. 1623: A Resolution of the City Council of the City of Redmond, Washington, Calling Certain Outstanding Limited Tax General Obligation Bonds for Redemption Prior to Maturity; and Approving Other Matters Related Thereto

OVERVIEW STATEMENT:
Approve redemption resolution as required to redeem Limited Tax General Obligation (LTGO) bond Series 2015 and Series 2016.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  Bond Ordinances state that the redemption must be carried out "upon adoption of a resolution of the governing body."
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
A redemption resolution authorizes the City to redeem (pay off) outstanding bonds Series 2015 and Series 2016 prior to their stated maturity date, in accordance with the terms set forth in the bond documents. Redemption may be undertaken to achieve debt service savings, restructure outstanding obligations, spend down available resources, or respond to favorable market conditions.

Specifically, a redemption resolution:

- Authorizes the early repayment of designated outstanding bonds
- Approves the use of legally available funds for the redemption
- Directs staff and the City's financing team to take the actions necessary to complete the redemption in accordance with the bond indenture and applicable law

Adoption of the resolution allows the City to move forward with the redemption process, including providing any required notice to bondholders within the timeframes specified in the bond documents.
The proposed resolution identifies the specific bond series eligible for redemption and establishes parameters for the transaction, including the source of funds and any applicable redemption premium. The resolution does not authorize the issuance of new debt unless separately approved by Council. Rather, it provides the legal authority necessary to retire outstanding obligations in a manner consistent with the City's debt management policies and financial objectives.

Approval of the redemption resolution positions the City to reduce outstanding debt and/or achieve potential debt service savings, while maintaining compliance with all contractual and statutory requirements.

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:
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: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/24/2026	Study Session	Provide Direction
3/10/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The sooner the resolution is adopted, the more savings the City will achieve, and the more transportation impact fees will be spent.

ANTICIPATED RESULT IF NOT APPROVED:
The City will continue to make the scheduled debt service payments.

ATTACHMENTS:
Attachment A: Redemption Resolution

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, CALLING CERTAIN OUTSTANDING LIMITED TAX GENERAL OBLIGATION BONDS FOR REDEMPTION PRIOR TO MATURITY; AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Redmond, Washington (the "City"), has issued and has outstanding its Limited Tax General Obligation Refunding Bonds, 2015 (the "2015 Bonds") and its Limited Tax General Obligation and Refunding Bonds, 2016 (the "2016 Bonds" and together with the 2015 Bonds, the "Outstanding Bonds"); and

WHEREAS, the Outstanding Bonds are subject to redemption at the option of the City on any business day on or after December 1, 2025, in whole or in part, at a price equal to the principal amount of such Outstanding Bonds called for redemption, plus accrued interest, if any, to the date fixed for redemption; and

WHEREAS, the City Council deems it in the best interest of the City to use available funds to redeem, prior to final maturity, the Outstanding Bonds as provided herein; and

WHEREAS, the City Council wishes to delegate authority to the Finance Director and the Financial Services Manager (each, a "Designated Representative") to carry out the redemptions authorized by this resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Definitions. Capitalized terms not otherwise defined herein, including in the recitals, which are incorporated herein by this reference.

Section 2. Redemption Plan. The Designated Representatives are each hereby authorized to determine the call date, to provide notice of redemption, and to transfer sums sufficient to pay (from lawfully available City funds), and to engage such consultants and pay associated fees as necessary to carry out the redemption of the Outstanding Bonds as provided in this resolution. Notice of redemption shall be provided in accordance with the ordinances authorizing the issuance of the Outstanding Bonds, as applicable, in substantially the form attached hereto as Exhibit A, with such revisions as determined to be necessary by a Designated Representative to carry out the intent of this resolution.

Section 3. Severability. If any one or more of the provisions provided in this resolution on the part of the City to be performed shall be declared by any court of competent jurisdiction to be contrary to law, then such provisions shall be null and void and shall be deemed separable from the remaining

provisions, and shall in no way affect the validity of the other provisions of this resolution.

Section 4. General Authorization. The Designated Representatives, members of the City Council, and each of the other appropriate officers of the City are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by, this resolution.

Section 5. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 6. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED by the Redmond City Council this _____ day of _____, 2026.

APPROVED:

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

EXHIBIT A
CONDITIONAL NOTICE OF REDEMPTION*

City of Redmond, Washington
Limited Tax General Obligation Refunding Bonds, 2015
Limited Tax General Obligation and Refunding Bonds, 2016

NOTICE IS HEREBY GIVEN that City of Redmond, Washington (the "Issuer") has called for redemption on _____, 2026 (the "Redemption Date") its outstanding above-captioned bonds (the "Bonds"). The Bonds to be refunded will be redeemed at a price of one hundred percent (100%) of their principal amount, plus interest accrued to the Redemption Date. Interest on the Bonds to be refunded or portions thereof which are redeemed will cease to accrue on the Redemption Date. The following Bonds are being redeemed:

City of Redmond, Washington
Limited Tax General Obligation Refunding Bonds, 2015

Maturity Date (December 1)	Maturity Amount	Interest Rate	Yield	Price	CUSIP No.
2026	$ 2,240,000	3.00%	2.05%	108.504	757674MZ6
2027	2,310,000	3.00	2.20	107.107	757674NA0
2028	2,380,000	3.00	2.33	105.914	757674NB8

City of Redmond, Washington
Limited Tax General Obligation and Refunding Bonds, 2016

Maturity Date (December 1)	Maturity Amount	Interest Rate	Yield	Price	CUSIP No.
2026	$ 290,000	4.00%	2.05%	117.328	757674NT9
2027	300,000	5.00	2.16	125.099	757674NU6
2028	315,000	5.00	2.26	124.096	757674NV4
2029	335,000	5.00	2.34	123.300	757674NW2
2030	350,000	5.00	2.38	122.904	757674NX0
2031	365,000	5.00	2.45	122.215	757674NY8
2032	385,000	5.00	2.50	121.726	757674NZ5
2033	405,000	5.00	2.55	121.239	757674PA8
2034	425,000	5.00	2.60	120.754	757674PB6
2035	445,000	5.00	2.65	120.272	757674PC4

The City retains the right to rescind this conditional notice of redemption and the related optional redemption of either series of Bonds at any time prior to the Redemption Date as the City deems appropriate. If this conditional notice of redemption is rescinded with respect to a series of the Refunded Bonds, such Refunded Bonds shall remain outstanding

U.S. Bank Trust Company, National Association, as Paying Agent
Dated: _____.

Pursuant to the Internal Revenue Code of 1986, as amended, the Paying Agent may be obligated to withhold a portion of the redemption price from any payee who has failed to furnish correct taxpayer identification number (social security or employer identification number) or exemption certificate. Please submit a completed Form W-9 or exemption certificate or equivalent when presenting your Bonds.

* Official notice of this redemption must be provided to the registered owner of the Bond or Bonds, by first class mail not less than 20 days nor more than 60 days prior to the Redemption Date. As long as the Bonds are held in book-entry form, redemption notices with respect to the Bonds will be given in accordance with procedures established by DTC.

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-048
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	Adam O'Sullivan	Treasury Manager
Finance	Blake Ruiz	Senior Financial Analyst - Capital

TITLE:
Adoption of a Capital Project Bond Reimbursement Resolution

a. Resolution No. 1624: A Resolution of the City of Redmond, Washington, Declaring Its Intent that Certain Capital Expenditures to be Made Shall be Reimbursed from the Proceeds of Tax-Exempt Bonds or Other Obligations

OVERVIEW STATEMENT:
Adopt a resolution authorizing the City to reimburse certain capital investment expenditures from the proceeds of a future sale of bonds. The adoption of the resolution permits the City to comply with IRS regulations but does not obligate the City with regard to the sale or structure of the bonds.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  Treasury Regulation Section 1.150-2
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:

A reimbursement resolution allows the City to use its own money to pay for project costs upfront and later reimburse itself with tax-exempt bond proceeds, in compliance with Internal Revenue Service (IRS) requirements. Reimbursement resolutions are necessary because capital projects frequently begin before bonds are issued. Specifically, a reimbursement resolution:

- Preserves the ability to use tax-exempt bond proceeds later
- Provides official documentation of intent
- Helps comply with U.S. Treasury regulations (specifically Treasury Regulation §1.150-2)

If the resolution is not adopted in a timely manner, the City may lose the ability to reimburse itself from future tax-exempt bond proceeds.

The City anticipates expenditures associated with the early phases of these projects, including property and/or right-of-way acquisitions and design work, will occur prior to the issuance of the related bonds. In some cases, these early expenditures have already begun to be incurred.

When expenditures are incurred prior to the issuance of related debt, IRS regulations require the City to formally declare its intent to reimburse those expenditures with future bond proceeds. The proposed resolution satisfies this requirement; however, it does not obligate the City to issue bonds. Additionally, the resolution does not determine or limit the principal amount of bonds that may ultimately be issued. Instead, it establishes a maximum estimated reimbursement amount to preserve flexibility and ensure adequate capacity under a range of potential financing scenarios.

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:
N/A

Approved in current biennial budget: ☐ **Yes** ☒ **No** ☐ **N/A**

Budget Offer Number:
N/A

Budget Priority:
Strategic and Responsive

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/24/2026	Study Session	Provide Direction
3/10/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Adoption of this resolution now will ensure that expenses can be reimbursed from a future bond issuance. A delay in adopting the resolution will mean that the recent expenses will not be able to be reimbursed from the bond issue.

ANTICIPATED RESULT IF NOT APPROVED:
Expenses paid will not be reimbursable.

ATTACHMENTS:
Attachment A: Reimbursement Resolution

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF REDMOND, WASHINGTON, DECLARING ITS INTENT THAT CERTAIN CAPITAL EXPENDITURES TO BE MADE SHALL BE REIMBURSED FROM THE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS

WHEREAS, the City of Redmond, Washington (the "City"), plans to make certain capital improvements to City's Facilities, Parks, and Transportation systems, including but not limited to the following projects:

- Idylwood Park Restroom & Concession
- Teen Center Rebuild
- MOC Redevelopment
- Overlake Property Acquisition
- Fire Station 11 Rebuild
- Idylwood Park Parking Lot Expansion & Frontage
- SE Redmond Neighborhood Park
- Hartman Park Playground Replacement
- ELSP & 187th Ave NE Intersection, Phase 1
- Bel-Red & WLSP Roundabout
- WLSP Shared Use Path (Bel-Red to NE 51st St)
- WLSP Shared Use Path (Bel-Red Roundabout to Idylwood)
- NE 40th St Shared Use Path (148th St to SR520)
- Cycle Track - 161st Ave (RCC to 90th St); and

WHEREAS, the City plans to finance all or part of these projects through the issuance of tax-exempt bonds or other obligations in one or more series in a maximum aggregate principal amount not to exceed $60,000,000 (the "Bonds").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. For the purpose of complying with the provisions of the Treasury Regulation Section 1.150-2 with respect to qualification of reimbursement allocations as expenditures of bond proceeds, the City Council hereby declares that it intends to make capital expenditures in furtherance of the Facilities, Parks, and Transportation projects and reasonably expects to reimburse itself for those expenditures from proceeds of the Bonds, if and when issued.

ADOPTED by the Redmond City Council this _____ day of _____ _____, 2026.

APPROVED:

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-049
Type: Public Hearing

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Jason Lynch	Deputy Director of Planning and Community Development
Planning and Community Development	Travis Salley	Interim Planning Manager
Planning and Community Development	Alex Hunt	Senior Planner

TITLE:
Approval of the R22 Overlake Consolidated Land Use Application - Quasi-Judicial

a. Ordinance No. 3251: An Ordinance of the City of Redmond, Washington, Adopting the Technical Committee's Recommendation to Approve the R22 Master Planned Development, Development Agreement, Phase 1 Site Plan Entitlement, Phase 2 Site Plan Entitlement, and Binding Site Plan (LAND-2025-00049, LAND-2025-00050, LAND-2025-00051, LAND-2025-00052, & LAND-2025-00091), and Establishing an Effective Date

b. Resolution No. 1625: A Resolution of the City Council of the City of Redmond, Washington, Approving a Development Agreement for a Site Owned by American Capital Group Located at Parcel No. 0673100010

OVERVIEW STATEMENT:
Review and approve a Type V quasi-judicial consolidated review permit for redevelopment of an approximately 5.3-acre site at 3050 152nd Ave NE. The project applicant, ACG, proposes two 8-story mixed-use residential buildings with up to 800 total residential units and up to 8,000 square feet of total commercial area to be constructed in two phases. The proposal under review at this time is a consolidated Type V land use application including a Master Planned Development, Development Agreement, Binding Site Plan, Phase 1 Site Plan Entitlement, and Phase 2 Site Plan Entitlement.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  GR-1: Accommodate growth through the year 2050 primarily within the centers and along major corridors. Ensure zoning capacity to accommodate the following levels of growth in the centers and along major corridors: 8,350 housing units in Overlake Metro Center.
  GR-3: Use State Environmental Policy Act (SEPA) planned actions and infill exemptions to efficiently accomplish environmental review and area-wide solutions in Redmond.
  OV-1: Ensure that residential uses are located either in mixed-use buildings or on mixed-use sites and not as a stand-alone use so that the City has the capacity to meet non-residential space needs.
- **Required:**
  Per RZC Table 21.76.050B, Master Planned Developments and Development Agreements are Type V quasi-judicial permits. Consistent with RZC Table 21.76.050A, following a recommendation by the Technical Committee, Type V permits require a public hearing and decision by City Council.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
The outcomes of the project include the following:
- Expansion of Redmond's housing supply by up to 800 units, including affordable housing.
- Addition of new residential and commercial uses adjacent to the Overlake Village light rail station, supporting transit-oriented development goals.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Notice of Application: February 24, 2025
  Neighborhood Meeting: May 21, 2025
  Public Hearing Notice: February 24, 2026
- **Outreach Methods and Results:**
  Notice of Application: Mailed and posted on-site
  Neighborhood Meeting Notice: Mailed
  Neighborhood Meeting: Hosted virtually
  Public Hearing Notice: Mailed and posted on-site
- **Feedback Summary:**
  Six (6) comments were received on the application. The comments were related to the following:
  - Concerns with number of trees removed
  - Preference for existing building and opposition to redevelopment
  - Concerns with impacts to the transportation network
  - Concerns with cyclist safety
  - Comments expressing support

BUDGET IMPACT:

Total Cost:

Staff working on this project are funded through the adopted budget.

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:
0000303 - Development Services

Budget Priority:
Vibrant and Connected

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/3/2026	Committee of the Whole - Planning and Public Works	Provide Direction
2/24/2026	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The applicant would appreciate a speedy and thorough review of the project.

ANTICIPATED RESULT IF NOT APPROVED:
The proposed development of up to 800 residential units would not occur.

ATTACHMENTS:
Attachment A: Technical Committee Report
Attachment B: Draft Development Agreement
Attachment C: City Council Issues Matrix
Attachment D: Ordinance Approving Consolidated Type V Land Use Application

Attachment E: Resolution Authorizing Development Agreement Execution

Type V Consolidated Master Planned Development, Development Agreement, Binding Site Plan, and Site Plan Entitlement
Technical Committee Report

Project Name: R22 Type V Master Plan, Development Agreement, Binding Site Plan, and Site Plan Entitlement Phases 1 & 2

Location: 3050 152nd Ave NE

Project File Numbers: LAND-2025-00049: Master Planned Development
LAND-2025-00050: Development Agreement
LAND-2025-00051: Phase 1 Site Plan Entitlement
LAND-2025-00052: Phase 2 Site Plan Entitlement
LAND-2025-00091: Binding Site Plan
SEPA-2025-00054: SEPA Application
PR-2024-000630: Consolidated Project Number

Project Description: Proposed development of two 8-story mixed-use residential buildings with a total of up to 800 residential units.

Applicant: Archana Iyengar, ACG

Planner: Alex Hunt, Senior Planner

Recommendation: Approval with conditions

Conclusion in Support of Recommendation: The Technical Committee has found the proposal to be in compliance with the Redmond Zoning Code (RZC), Redmond Comprehensive Plan, Redmond Municipal Code, and State Environmental Policy Act (SEPA). The City of Redmond has determined that the proposal is covered by the Overlake SEPA Planned Action under RZC 21.70.110.

Carol V. Helland

Carol V. Helland, Director
Department of Planning and
Community Development

Aaron L. Bert, Director
Public Works Department

City Hall
15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710

Project Review Authority and Procedures

The City of Redmond **Technical Committee** is comprised of staff from different departments and disciplines who analyze project applications for compliance with City codes and regulations. For Type V applications, the Technical Committee provides responses, conclusions, and recommendations (in the form of this report) to the City Council. The City Council will conduct a public hearing to receive public testimony regarding the proposal and to review the Technical Committee's analysis and recommendations on the Master Planned Development Permit (LAND-2025-00049), Development Agreement (LAND-2025-00050), Binding Site Plan (LAND-2025-00091), Phase 1 Site Plan Entitlement (LAND-2025-00051), and Phase 2 Site Plan Entitlement (LAND-2025-00052). Based upon the Technical Committee's recommendations and testimony received at the public hearing, the Council will make the final decision regarding the Master Planned Development Permit, Development Agreement, Binding Site Plan, and Phase 1 & 2 Site Plan Entitlement.

Key Dates

Application Date: February 24, 2025
Determination of Completeness: April 9, 2025
Neighborhood Meeting: May 21, 2025
Technical Committee Recommendation Meeting: January 28, 2026
Public Hearing Date: To be determined, tentatively scheduled for March 17, 2026

Report Attachments

1. General Application Forms
2. Notice of Application and Certification of Public Notice
3. Neighborhood Meeting Notice Affidavit
4. Public Comments
5. SEPA General Checklist
6. SEPA Overlake Planned Action Checklist
7. Master Plan Packet
8. Phase 1 Site Plan Entitlement Drawings
9. Phase 2 Site Plan Entitlement Drawings
10. Phase 1 Design Review Plans
11. Phase 2 Design Review Plans
12. Development Agreement
13. Arborist Report
14. Tree Exception Request
15. Green Building Program Commitment Form
16. Traffic Study
17. Noise Analysis
18. Title Report
19. Land Survey
20. Phase 1 Stormwater Report
21. Phase 2 Stormwater Report

22. Geotechnical Report
23. Recology Approval

I. Proposal Summary

The Type V consolidated application proposes to subdivide an existing lot into two lots for the development of two 8-story mixed-use residential buildings with a combined total of up to 800 residential units and up to 8,000 square feet of commercial space as well as landscaping, open space, and site improvements. All on-site parking will be underground or structured.

II. Site Description and Context

The project site is a 5.34-acre parcel located in the Overlake Business and Advanced Technology (OBAT) Zone. The site slopes up from the southwest to the northeast, with approximately 50 feet of grade change. No mapped critical areas exist on the site. The existing site includes an office building and surface parking, which will be demolished as part of the redevelopment.

The table below depicts existing land uses and zoning designations adjacent to the project site:

Adjacent	Existing Land Use	Zoning Designation
North	Office and SR-520	OBAT
South	Senior and Assisted Living (proposed multi-family residential development under City review)	Overlake Village (OV)
East	Office	OBAT
West	Light rail station and SR-520	OV

III. Site Requirements

The site is located within the OBAT Zone. The intent of the zone is to provide medium- and high-density employment and housing uses; encourage walking, bicycling, carpools, vanpools, and transit use; and provide convenience commercial and neighborhood services, arts, cultural, and entertainment uses, and other transit-supportive uses in the transit-oriented development focus area. The site requirements listed for the OBAT Zone are established in RZC 21.12.500 and are summarized in the table below. Pursuant to RZC 21.76.070.P.5.f, site requirements and development regulations shall be administered for the overall master plan areas, rather than on a lot-by-lot basis, so the table below describes development regulations for the entire master plan area.

Development Regulation	Requirement	Proposed

Maximum Floor Area Ratio (FAR) with Incentives	FAR maximum waived when maximizing the incentive program*	3.26
Minimum Height	4 stories or 45 feet, whichever is less	8 stories
Base Maximum Height Without Incentives	14 stories or 150 feet, whichever is less	8 stories
Minimum Ground Floor Ceiling Height	16 feet	16 feet
Maximum Impervious Surface Coverage	80%	86%**

*See Section VI for details on the proposal's compliance with incentives to achieve higher development yield.
**See Section XII for details on requested deviations.

IV. Public Notice and Comment

Requirements for public notice are contained in RZC 21.76.080.

A. Notice of Application:

The Notice of Application for the Master Planned Development, Development Agreement, and Site Plan Entitlement proposal was published on April 23, 2025, and the Notice of Application for the Binding Site Plan was published on August 28, 2025. The notices were posted at City Hall, the Redmond Regional Library, and three notice signs were posted on the property for both notice periods. Notices were also mailed to property owners within 500 feet of the site (Attachment 2, Notice of Application).

Public Input: During the Notice of Application public comment period and throughout the project review, the City received six (6) written comments (Attachment 4, Public Comments).

The comments expressed the following concerns or requests for consideration, and staff have included responses below:

1. Concerns with the number of trees being removed.

   Staff Response: RZC 21.72, which establishes tree removal regulations, allows for applications to request exceptions from the baseline tree retention standards. Exceptions to tree retention standards may be authorized when strict compliance with the tree retention provisions would conflict with the increased density of urban centers and result in development inconsistent with the adopted vision for the neighborhood. Because the project site is located within a transit-oriented development focus area within an urban center, the site is envisioned for medium-

to high-density development and meets the criteria to remove trees in excess of the typical tree retention standards. See Section VI for additional information on tree retention and replacement.

2. Preference for the existing brick building and opposition to removal.

   Staff Response: The City may not prohibit the property owner from lawfully demolishing an existing building on private property. The property owner retains the right to determine how their property is used, so long as the use complies with applicable land use regulations.

3. Concerns with impacts to the transportation network.

   Staff Response: The application includes a Traffic Study (Attachment 16), which analyzes the probable impacts of the proposed development on the surrounding transportation network. The traffic study concluded that the anticipated traffic generation would comply with the City's level-of-service standards, and City of Redmond Transportation Engineering staff concluded that the proposal, as conditioned, complies with City of Redmond requirements related to transportation impacts.

4. Concerns with cyclist safety and a request that physical separation be maintained between cyclists and motor vehicles for the entire length of the project frontage.

   Staff Response: The project design was revised to route cyclists onto a 12-foot-wide shared-use path physically separated from the roadway, rather than onto the roadway as originally proposed.

5. Comments expressing support for new housing, improving affordability, and fostering a more walkable neighborhood.

   Staff Response: Support is noted.

B. Neighborhood Meeting:

One neighborhood meeting was held for the proposed project on May 21, 2025. (Attachment 3, Neighborhood Meeting Notice). No members of the public attended the neighborhood meeting.

V. State Environmental Policy Act

The State Environmental Policy Act (SEPA) requires applicants to disclose potential environmental impacts that may result from their project. The Environmental Checklist submitted by the applicant adequately discloses the anticipated environmental impacts of this project. The scope of the proposal is covered under the Overlake SEPA Planned Action pursuant to RZC 21.70.110, meaning that the environmental impacts of the types of

development contemplated for this area were reviewed and documented for the entire Overlake neighborhood in conjunction with the Environmental Impact Statement (EIS) prepared for the Redmond 2050 Comprehensive Plan. The general SEPA Checklist is included as Attachment 5, and the SEPA Planned Action Checklist is included as Attachment 6.

VI. Compliance with Development Regulations

A. Tree Protection & Replacement

RZC 21.72.060 requires a minimum of 35% of all significant trees to be retained. Significant trees are those trees with a diameter at breast height (dbh) of 6" or greater. Any trees being removed shall be replaced, with one (1) replacement tree required per tree removed, or in the case of landmark trees (those trees with 30" or greater dbh), three (3) replacement trees required per removed landmark tree. Alternatives to tree replacement are permitted pursuant to RZC 21.72.090. If a proposal cannot provide all replacement tree plantings on-site, the applicant may pursue alternative methods of tree replacement per RZC 21.72.080.E.

Finding:

As conditioned, the proposal complies with the tree protection standards of RZC 21.72. The Arborist Report (Attachment 13) identified 183 significant trees on-site, which includes 26 landmark trees. The applicant is proposing the removal of 149 significant trees (6"- 29" dbh) and 24 landmark trees. Because the proposal retains less than the required 35% of significant trees and removes landmark trees, an exception request has been submitted per RZC 21.72.090 (Attachment 14). The application meets the criteria for approval of an exception request (See Section XII, Deviations), as strict compliance with the tree retention standards would limit the development potential of the site in a manner inconsistent with the adopted vision and policies for the Overlake Neighborhood as established in the Redmond 2050 Comprehensive Plan. To mitigate the removal of trees on-site, 164 replacement trees will be planted on-site and within the adjacent right-of-way in conjunction with the redevelopment of the site. See the table below for tree removal and required replacement quantities. Because the proposal does not include the required number of replacement trees, alternatives to on-site tree replacement are required pursuant to RZC 21.72.070.E.

Tree Retention and Replacement Table

Tree Type	Total Existing	Removed	Retained	Required Replacement
Significant(6"-30" dbh)	157	149	8	149*
Landmark (>30" dbh)	26	24	2	72
Total	183	173	10	221

*Per RZC 21.72.090.B.2, tree replacement ratios may be modified for master plans within urban centers and local centers to allow for 1:1 replacement when accompanied

by a three-tier vegetative replacement plan. The applicant has provided a three-tier vegetative replacement plan with their Master Plan and Site Plan Entitlement submittal.

B. Street Typology and Relationships to Buildings

RZC 21.12.510 establishes standards for building placement and orientation relative to the street, with different requirements applying to different street typologies. 152nd Ave NE, which fronts the project, is classified as a Minor Arterial, and the dimensional standards of RZC Table 21.12.510C apply, as the project site is located within a Transit-Oriented Development (TOD) Focus Area.

Finding:

As conditioned, the proposal complies with the requirements of RZC 21.12.510, except where ADF is requested. The building front is oriented toward the adjacent minor arterial. While a minimum of 50% of the building edge is within 20 feet of the street-facing property line for Phase 1, as required, Phase 2 has less than 50% of the building edge within the 20-foot setback zone and is therefore requesting ADF (See Section XII). The buildings, as proposed, comply with the building design requirements of RZC Table 21.12.510C, and compliance will be confirmed with the review of future construction permits associated with this development.

C. Open Space

RZC 21.36 establishes standards to ensure that new residential development provides open space available for resident use. RZC 21.36.100.E. dictates that development in the Overlake Metro Center must provide common open space in an amount equal to or greater than 6.25% of the gross residential floor area. Of the required open space, 65% of the area must be provided as outdoor common open space (RZC 21.36.100.B). RZC 21.36.100.B.2 requires that each unit provide private open space in the form of an attached patio or balcony. If the street front of a façade is deemed too cluttered by balconies, the number of required balconies may be reduced through the ADF process, provided that in-lieu fees are paid for each balcony not provided, and that no less than 50% of units must include private open spaces.

Finding:

As conditioned, the proposal meets the open space requirements for both phases of development. Each phase independently provides greater than the minimum required open space area, as depicted in the Master Plan (Attachment 7, Sheet L101). The proposed common open space complies with the dimensional and design requirements of RZC 21.36. To meet the private open space standards, the applicant proposes balconies or patios for 53% of the residential units. The applicant will be required to pay in-lieu fees for each unit with no private open space, pursuant to RZC 21.36.100.B.5.

D. Affordable Housing

RZC 21.20 establishes affordable housing requirements for new development. Pursuant to RZC 21.20.060.D.2, at least 12.5 percent of renter-occupied units in new

developments must be made affordable to households earning up to 50% of the area median income (AMI). Redmond Municipal Code (RMC) Section 3.38 establishes standards and procedures offering Multi-Family Tax Exemptions (MFTE) to projects providing affordable housing and meeting the program requirements established in RMC 3.38.

Finding:

As conditioned, the project meets the affordable housing requirements of RZC 21.20. Throughout the development, a minimum of 12.5% of units will be designated as affordable to households making up to 50% AMI. The proposed mix of affordable units is depicted in the Site Plan Entitlement Plans for both phases (Attachment 8 & 9, Sheets G1.20-1 & G1.20-2, respectively).

E. Design Standards

RZC Article III establishes design standards for new development. Design review in the City of Redmond is conducted administratively by review staff.

Finding:

The proposal meets the design standards of RZC Article III (see Attachments 10 and 11, Design Review Plans), except where flexibility is requested as detailed in Section XII of this report. Given the project's proximity to light rail and high visibility, the massing of the two buildings is broken into multiple endcaps to reduce the perceived scale of the buildings and create a human-scale feel. This approach ensures that the building is visually interesting from multiple angles. The design also incorporates podium-top courtyards that open to the street, allowing more light into the building and breaking up long facades.

F. Incentive Program

RZC 21.55 establishes an incentive program that allows for development yield bonuses in exchange for public benefits provided by the development. The types and degree of public benefit correspond to quantitative development bonuses for allowable density and building height. RZC 21.55.3000 allows for a customized incentive package to be applied to projects as part of a Development Agreement.

Finding:

As conditioned, the project complies with the Incentive Program requirements of RZC 21.55. The base maximum FAR for development in the OBAT Zone is 3.0, whereas the Master Plan proposes an overall FAR of 3.26. Each point earned through the incentive program awards an additional .02 FAR above the base maximum, so the development needs to earn a minimum of 13 points to achieve the proposed FAR. The applicant is opting for a customized incentive program under RZC 21.55.3000, which provides an affordable housing incentive. The proposal will include at least one additional affordable unit above baseline requirements to earn 40 points through the incentive program, as permitted under RZC Table 21.55.200.

G. Green Building Standards

RZC 21.67 establishes the Green Building Program (GBP), which aims to reduce the carbon emissions and environmental impacts of new buildings.

Finding:

As conditioned, the proposal complies with the GBP. Full compliance with the GBP will primarily be determined during the City's review of construction permit applications. The applicant has provided a Green Building Program Commitment Form to confirm that the required measures will be taken to achieve full GBP compliance in conjunction with future construction permits (see Attachment 15).

H. Parking

RZC 21.40 establishes standards for vehicle and bicycle parking associated with development, including minimum and maximum parking space quantities and parking space dimensions. For development in the TOD Focus Area, there is no minimum parking requirement for multi-family dwelling units or retail/restaurant uses. A maximum of one parking space per dwelling unit and a maximum of 5.0 spaces per 1,000 square feet of food and beverage uses are permitted in the TOD Focus Area. RZC 21.40 requires that long-term and short-term parking be provided for multi-family residential and commercial uses.

Finding:

As conditioned, the proposal complies with the parking quantity standards of RZC 21.40. Across both phases, the proposal anticipates providing the maximum allowable number of parking spaces for the residential and commercial uses. Beyond the dedicated residential/commercial parking spaces, 21 loading spaces will be provided for flexible use by delivery and service vehicles, as detailed in the Development Agreement (Attachment 12). Vehicle parking complies with the dimensional design requirements of RZC 21.40, except where ADF is requested as detailed in Section XII. The application also satisfies the requirements for bicycle parking quantities established in RZC 21.40, as detailed in the Site Plan Entitlement plans (Attachments 8 & 9, Sheets G0.04-1 & G0.04-2, respectively).

I. Transportation

RZC 21.12.510, RZC 21.17.010.F, RZC 21.52, RZC Appendix 2, RZC Appendix 7, and the City's Standard Specifications and Details require right-of-way dedication and frontage improvements.

Finding:

As conditioned, the proposed improvements will meet all requirements, per RZC 21.12.510, RZC 21.17.010.F, RZC 21.52, RZC Appendix 2, RZC Appendix 7, and the City's Standard Specifications and Details. The developer will construct frontage improvements along 152nd Avenue NE and NE 31st Street, including a signalized intersection at Da Vinci Ave and 152nd Ave NE (if not already fully constructed by the

adjacent Overlake Commons project). The right-of-way dedication along 152nd Avenue NE and sidewalk and utilities easement along NE 31st Street will also be provided to meet the City's street standards. All improvements and accesses will be designed and constructed per the City's street standards outlined in the City's Standard Specifications and Details, RZC Appendix 2, and RZC Appendix 7. All sidewalks will be constructed in compliance with the Americans with Disabilities Act (ADA). Streetlights will be designed and constructed in accordance with the City's Illumination Design Manual.

J. Stormwater

The Redmond Municipal Code (RMC 15.24) and the 2022 Stormwater Technical Notebook (STN) require that projects meet the applicable minimum requirements based on threshold requirements. Redmond Zoning Code (RZC 21.17.010.E) and (RZC 21.74.020) require that all projects and developments are required to be served by an adequate surface water management system complying with the policies of the Comprehensive Plan and meeting the requirements of RMC Chapter 15.24, Clearing and Grading, and Storm Water Management, and the Stormwater Technical Notebook and Construction Manuals.

Finding:

As conditioned, the proposal will meet all requirements per RMC 15.24.

The project will be constructed in two phases: Phase 1 includes the western half of the site, and Phase 2 includes the eastern half. A Binding Site Plan (LAND-2025-00091) will divide the property into two parcels roughly corresponding to the Phase 1 and Phase 2 areas. All private and public stormwater conveyance and connection elements needed for both phases will be installed during Phase 1.

During Phase 1, the project will replace approximately 100 linear feet of public 12-inch corrugated metal pipe storm main between the two existing storm drain manhole structures along the frontage in NE 31st Street, and install two new storm drain manhole structures along the replaced piping section to accommodate the connection of the Project's stormwater and upstream bypass flow from the neighboring property to the east.

The project will connect to the Overlake Village Regional Stormwater Facility through the existing public 84-inch storm drain manhole structure located along the west side of 152nd Avenue NE. The project will (and as conditioned) coordinate with the neighboring property development, Overlake Commons, to provide a single shared stormwater connection across 152nd Ave NE at the southwest shared access driveway. Approximately 72 lineal feet of new 12-inch storm drain piping shall be installed by the project to make this connection. Storm drainage piping crossing 152nd Ave NE shall be installed to achieve a 90-degree crossing alignment with respect to the roadway.

The project shall coordinate with the adjacent Overlake Commons project located along the south property line to provide a private stormwater drainage easement for any existing or proposed storm pipes crossing onto R22's property prior to CCR.

A new private drainage easement will be provided for the existing stormwater piping and treatment structures bypassing through the project at the northeast property corner from the neighboring property to the east. The existing piping and treatment structures shall not connect to R22's stormwater piping and shall connect to the public stormwater system in NE 31st street through a separate CB structure.

A new private drainage easement will be required from R22 Lot 1 for storm piping crossing the proposed lot line with R22 Lot 2 to be created under the Binding Site Plan (LAND-2025-00091).

All private drainage easements shall be provided and recorded prior to Phase I civil construction plan approval.

Stormwater quality and quantity control for the project will be provided by the Overlake Village Regional Stormwater Facility upon payment of the Overlake Regional Capital Facilities Charge. Payment of this fee is required prior to issuance of the CCR Site Permit.

K. Utilities

Per RZC 21.17.010.D, all developments shall be served by adequate public water and sanitary sewer systems approved by the City and meeting the design and construction requirements of the City's Technical Design and Construction Manuals.

Finding:
As conditioned, the proposal will meet all requirements, per RZC 21.17.010.D. The project will include the installation of approximately 1,500 feet of new water main along the future driveways and 152nd Ave NE, two six-inch water residential meters, two two-inch commercial meters, two one-inch irrigation meters, three new fire hydrants, and other fire appurtenances. The project will also install two new manholes, one eight-inch side sewer, and one ten-inch side sewer, to be connected to new manholes on the sewer main along future 152nd Ave NE.

VII. Criteria Applicable to all Land Use Permits:

Proposed land use actions within the City must comply with the criteria listed in RZC 21.76.070.B.3.a. These criteria are applicable to all land use permits to ensure overall consistency between proposed land use permits, applicable regulations, and the Comprehensive Plan. Staff's analysis of whether the proposal meets the decision criteria is below.

1. A proposed project's consistency with the City's development regulations shall be determined by consideration of:
    A. The type of land use;
    B. The level of development, such as units per acre or other measures of density;
    C. Availability of infrastructure, including public facilities and services needed to serve the development; and
    D. The character of the development, such as development standards.

    Staff Response: As conditioned, the proposal satisfies the criteria. The subject application proposes a mid-rise mixed-use residential development in the OBAT Zone. Mixed-use residential is a permitted use in the OBAT Zone, and providing high-density housing uses and commercial uses near rapid transit are stated purposes of the OBAT Zone. The proposal complies with applicable density, development, and public facilities standards, as demonstrated in Section VI above.

2. Upon review of a land use permit and accompanying site plan, the decision maker shall determine whether building design and/or site design complies with the following provisions:
    A. The Comprehensive Plan, RZC 21.02, *Preface,* RZC Article I, *Zone-Based Regulations,* RZC Article II, *Citywide Regulations,* and the Appendices that carry out these titles;
    B. The provisions of RMC Title 15, *Buildings and Construction*, that affect building location and general site design;
    C. The Washington State Environmental Policy Act (SEPA) if not otherwise satisfied;
    D. RZC Article VI, *Review Procedures,* to the extent it provides the procedures to ensure compliance with the requirements in subsections B.3.a. ii. B and B.3.a.ii.C of this section;
    E. Both within and outside the Transition Overlays, decision makers authorized by the RZC to decide upon discretionary approvals may condition such approvals and development permits, including but not limited to site plan approvals, to minimize adverse impacts on other properties and uses, and to carry out the policies of the Comprehensive Plan.

    Staff Response: Technical review staff have reviewed the proposal and have determined that it complies with the Comprehensive Plan, RZC, and RMC. The review of the consolidated application has been consistent with RZC Article VI, Review procedures, for a consolidated Type V Master Plan, Development Agreement, Binding Site Plan, and Site Plan Entitlement. All future construction permits will be reviewed for compliance with applicable development regulations. The proposal complies with SEPA requirements as described in Section V.

    The proposed development specifically addresses the following Comprehensive Plan goals and policies:

Comprehensive Plan Policy	Compliance Analysis
LU-37: Ensure that mixed-use areas are located, designed, and developed to: Locate businesses rather than parking areas along the street; provide housing; encourage compact development and use of accessible and active transportation; avoid impacts on adjacent residential uses, including impacts that could result in pressure to convert these adjacent uses to commercial uses.	The project locates retail space along 152nd Avenue NE, with all parking located within the building and at the rear of the site. The project is compact and adjacent to a light rail station, thereby promoting the use of accessible and active transportation.
OV-1: Ensure that residential uses are located either in mixed-use buildings or on mixed-use sites and not as a stand-alone use so that the City has the capacity to meet non-residential space needs.	The project is a mixed-use development that contains commercial uses on the ground floor.
GR-1: Accommodate growth through the year 2050 primarily within the centers and along major corridors. Ensure zoning capacity to accommodate the following levels of growth in the centers and along major corridors: 8,350 housing units in Overlake Metro Center	The project contributes up to 800 housing units within the Overlake Metro Center and within a TOD Focus Area.
GR-3: Use State Environmental Policy Act (SEPA) planned actions and infill exemptions to efficiently accomplish environmental review and area-wide solutions in Redmond.	The project utilizes the Overlake SEPA Planned Action to document compliance with SEPA.

VIII. Master Planned Development Decision Criteria:

Per RZC 21.76.070.P.5, the MPD shall meet the following criteria:

1. All elements of the MPD shall support and be consistent with the RZC and all applicable Comprehensive Plan policies.

   Staff Response: Staff has reviewed the proposal for compliance with the RZC and Comprehensive Plan as discussed in Sections III, VI, and VII above.

2. MPDs proposed in the Overlake Metro Center shall be consistent with the Overlake policies in the Redmond Comprehensive Plan and shall include the items listed in RZC 21.76.070.P.5.d in addition to the following:

   i. A height and bulk study that demonstrates how building mass, height, and scale relate to open spaces, pedestrian pathways, streets, and other buildings;

ii. An analysis of shading effects of taller buildings (for sites smaller than three acres, only required if the Technical Committee or Design Review Board determine based upon the height and bulk study that analysis of shading effects is needed); and

iii. Phasing plan for bonus features and affordable housing component showing that the completion of improvements of bonus features and affordable housing shall be commensurate with the progress on the construction of the development (for sites smaller than three acres, only required if the Technical Committee determines necessary).

Staff Response: The MPD is consistent with the Overlake policies set forth in the Comprehensive Plan as demonstrated in Section VII above. The Master Plan includes height, bulk, and shading studies, and a detailed phasing plan has been provided. Therefore, these criteria are satisfied.

3. MPDs proposed in the Marymoor Village Center shall include a phasing plan for bonus features and affordable housing as described in RZC 21.76.070.P.5.b.iii in addition to the items listed in RZC 21.76.070.P.5.d.

Staff Response: Not applicable. The project is not located within the Marymoor Village Center.

4. All MPDs shall include the items listed below:

i. A design concept that is in conformance with all applicable Comprehensive Plan policies and development regulations;

ii. Conceptual site plan indicating all proposed land uses (architectural design, exact building shapes, locations, and other detailed information required in a site plan shall not be required);

iii. Transportation and circulation plan indicating the layout and conceptual design of all streets, pedestrian pathways, parking, and location of transit facilities (as available), in plan view and cross section for streets (cross sections only required for projects in the Downtown);

iv. Location of proposed space for parks, open space, and any cultural facilities;

v. Phasing plan describing anticipated time frames for development and showing that completion of affordable housing shall be commensurate with the progress on the construction of the development;

vi. Location of any environmentally critical areas;

vii. Landscape and tree retention concepts, including consideration of the health and structural stability of retained trees, as determined by an arborist report;

viii. Preliminary plan indicating required connections to adjacent properties for transportation and open space systems;

ix. Overall approach to sustainable design, including consideration of the use of environmentally sustainable materials such as permeable pavement, where possible; and

x. Preliminary plan for other major infrastructure improvements (may be waived by the Technical Committee for sites in Overlake smaller than three acres).

Staff Response: The MPD application materials included the above-listed items and were deemed a complete application on April 9, 2025.

5. The Master Plan must comply with all site requirements or design guidelines that would ordinarily apply to projects developed in the underlying zone.

   Staff Response: The proposal complies with all standards of the underlying zone. Compliance with applicable development regulations is demonstrated in Sections III and VI above.

6. Site requirements and other development standards and regulations shall be administered on the basis of the area controlled by the approved master plan ("plan area"), rather than on a site-by-site basis, provided the approved Master Plan demonstrates the ability to comply with the requirement in question.

   Staff Response: In its buildout condition, the Master Plan area demonstrates compliance with all applicable development standards and regulations. The MPD was reviewed with respect to the entire development.

7. Property included in an MPD must be under the same ownership, or there must be a signed agreement establishing control over multiple ownerships.

   Staff Response: The MPD area is currently under single ownership. If this is adjusted at a later date, a signed agreement would be required.

IX. Development Agreement Decision Criteria:

Per RZC 21.76.070.L.3, the Development Agreement shall meet the following criteria:

1. The agreement must be consistent with the applicable development regulations for the property.

Staff Response: The Development Agreement establishes a framework for coordinated development of the project site between the City and the applicant. All provisions of the agreement pertaining to development regulations comply with applicable RZC and RMC standards.

2. All impacts of the development must be mitigated by the measures set forth in the agreement, or the agreement must provide a mechanism for analyzing and mitigating such impacts as they occur.

   Staff Response: The agreement provides for mitigation of development impacts to infrastructure, including street and right-of-way (ROW) improvements and ROW dedication. The agreement provides for development to mitigate development impacts through the payment of impact fees or through the use of transportation impact fee credits as applicable.

3. The agreement must reserve the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

   Staff Response: Section 5.3 of the agreement details the City's reserved right to impose new or different officially adopted regulations to the extent required by a serious threat to public health and safety.

4. The duration of the agreement must be reasonable in light of the anticipated build-out period for the proposed development and the needs of the City.

   Staff Response: Section 4 of the Development Agreement establishes the duration of the agreement as ten (10) years with an option to extend for an additional five (5) years. The duration is reasonable for the anticipated build-out period and is consistent with the expiration terms for Master Planned Developments established in RZC 21.76.070.P.

5. The agreement must be in the public interest and provide a public benefit.

   Staff Response: The agreement provides for a suite of public benefits, including affordable housing, public art, enhanced bicycle and pedestrian safety infrastructure, and a signalized intersection at Da Vinci Avenue NE & 152nd Avenue NE. The agreement provides additional housing and retail opportunities consistent with the land-use vision for the OBAT Zone and is in the public interest.

X. Binding Site Plan Decision Criteria:

Per RZC 21.74.030.B.1, the Binding Site Plan shall meet the following criteria:

1. Each proposed binding site plan shall be reviewed to ensure that:
    a. The proposal complies with the general criteria applicable to all land use permits set forth in RZC 21.76.070.B, Criteria Applicable to All Land Use Permits;
    b. The proposal conforms to the site requirements for the zoning district in which the property is located;
    c. The proposal conforms to the requirements of this chapter;
    d. The proposed binding site plan:
        i. Makes adequate provision for streets, roads, alleys, other public ways, and transit stops as required by this chapter; and the proposed street system conforms to the City of Redmond Transportation Master Plan and Neighborhood Street Plan, and is laid out in such a manner as to provide for the safe, orderly, and efficient circulation of traffic;
        ii. Will be adequately served with water, sewer, storm drainage, and other utilities appropriate to the nature of the subdivision or short subdivision;
        iii. Makes adequate provision for parks, recreation, and playgrounds, as required by this chapter;
        iv. Makes adequate provision for schools and school grounds;
        v. Makes adequate provisions for sidewalks and other planning features that meet the requirements of this chapter and that provide safe walking conditions for students who walk to and from school;
        vi. Serves the public interest and makes appropriate provisions for the public health, safety, and welfare.

Staff Response: The Binding Site Plan proposes dividing one lot into two lots for the purposes of development of the two-phase mixed-use residential buildings contemplated as part of the Master Planned Development. As demonstrated in Sections III and VII, the Binding Site Plan complies with the general criteria applicable to all land use permits and conforms to the site requirements for the OBAT Zone. The Binding Site Plan conforms to the requirements of RZC Article V-Land Division. Additionally, the Binding Site Plan makes adequate provisions for public infrastructure and facilities. Transportation and utility improvements will be made to the site to accommodate the future anticipated use. The applicant will be required to mitigate impacts to parks, schools, and emergency services by paying impact fees pursuant to RMC 3.10. The Binding Site Plan proposes the legal division of two lots, both of which will be adequately served by public infrastructure and services, and the application will not negatively impact public health, safety, and welfare. Therefore, the above criteria are satisfied.

XI. Site Plan Entitlement Decision Criteria:

1. The Technical Committee, composed of the Departments of Planning and Public Works, shall review all Development Review permits with the State Environmental Policy Act and the RZC.

Staff Response: Staff has reviewed the two Site Plan Entitlement applications for compliance with the RZC and SEPA and has found that the proposal meets applicable development regulations, as discussed in Section VI. Staff has followed applicable SEPA procedures and has determined that the application is covered under the Overlake SEPA Planned Action.

2. The Landmarks and Heritage Commission will review all Certificates of Appropriateness for compliance with the RZC.

Staff Response: No Certificate of Appropriateness is required for this application, and this criterion does not apply.

XII. Code Deviations Granted

The Technical Committee has granted the following deviations from the development standards through the authority referenced.

Administrative Design Flexibility-Impervious Surface Coverage: RZC 21.12.500 establishes a maximum impervious surface coverage of 80% of the site area in the OBAT Zone. The applicant is requesting ADF to increase the allowable impervious surface to 86% across the Master Plan area. The project seeks to maximize the density on the site while still allowing abundant light and views to dwelling units and avoiding bulky massing from the street, which requires a building that covers a large portion of the site. Therefore, the request for increased impervious surface allows for the Master Plan to achieve superior design. The Technical Committee recommends approval of this ADF request.

Code Authority: RZC 21.76.070.C

Landscaping Deviation-5' Planting Area: RZC 21.32.050.P requires that a minimum five-foot-wide planting area be provided between all exterior building walls and vehicular paved areas such as driveways and parking lots. Some of the areas between buildings and vehicular paved areas are not able to provide the minimum 5-foot planting width required because of vehicle and fire access width requirements. The proposal provides planting at reduced widths where planting remains feasible, reducing widths to 3'9" and 4'8" in certain locations. In those locations dedicated to emergency access and back-of-house functions, planting has been omitted between the drive aisle and the building. While the proposal does not strictly comply with the landscaping requirements along each individual drive aisle, the overall Master Plan area provides high-quality areas of consolidated landscaping in common open space areas and along the public right-of-way that meet the intent of the landscaping standards of RZC 21.32. This deviation is granted.

Code Authority: RZC 21.32.030.

Landscaping Deviation-Urban Landscaping Tree Requirements: RZC 21.32.070.B.3 requires that one tree be provided for every 125 square feet of required open space, which would

require 226 trees to be planted on-site. The required number of trees is not feasible due to conflicts with underground utilities and ancillary equipment. Trees must be planted a certain distance from underground utilities so that roots do not interfere with underground pipes or cables, thereby limiting the number of trees able to be planted. Per RZC 21.32.030.A, the Technical Committee may allow deviations from the landscaping standards of RZC 21.32 in the case of conflicts with utilities. This deviation is granted.

Tree Exception Request: RZC 21.72 establishes standards for the retention, protection, and replacement of trees when development occurs. As noted in Section VI, the applicant is seeking a tree exception to remove landmark trees and retain less than 35% of existing significant trees on-site. RZC 21.72.090 authorizes the Administrator to grant exceptions to the requirements of RZC 21.72, provided that the exception request satisfies the criteria of RZC 21.72.090.B. Strict compliance with the tree code standards would be in conflict with the increased density of urban centers and would be inconsistent with the adopted vision for the Overlake Metro Center. Strict compliance with tree retention standards is made more difficult by the fact that the existing site is developed with surface parking, with trees interspersed within the parking area throughout the interior of the lot. In order for this site to achieve the higher-density urban development envisioned in Redmond 2050, exceptions from the standards of RZC 21.72 are necessary. The deviation is granted.

Code Authority: RZC 21.72.090

Deviation-Vehicle Parking Dimensions: RZC 21.40.010 establishes dimensional standards for parking spaces. The applicant is requesting a deviation from minimum parking space width requirements to allow for partial intrusion of structural columns into parking spaces. Pursuant to RZC 21.40.010.E.1, the Technical Committee may approve alternate designs not meeting the established parking standards when a qualified transportation engineer demonstrates that the alternate design proposal meets more current and accepted standards. The applicant cited Desman, an engineering firm that specializes in parking garage design, which indicated that the narrower stalls are an acceptable solution for residential parking (Attachment 10-Sheet 34 and Attachment 11-Sheet 33). Therefore, the deviation is granted.

Code Authority: RZC 21.40.010

Administrative Design Flexibility-Private Open Space: The applicant is requesting ADF from the private open space requirements of RZC 21.36.100.B to allow for only 53% of dwelling units to provide private open spaces such as balconies and patios. The applicant is also requesting that up to 50% of the balconies be 12 square feet rather than the minimum 50 square feet typically required. RZC 21.36.100.B.2 specifically allows for these deviations to be pursued through the ADF process. Providing one 50-foot balcony per unit would result in a cluttered façade, and the reduction in size allows for more flexibility and variation in the façade, contributing to a better overall design. The Technical Committee recommends approval of this ADF request.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Street Typology and Relationship to Buildings

For Phase 2, the applicant is requesting ADF from the requirement that there must be a minimum of 50% of the building edge within 0-20 feet from the street-facing property line, as required by RZC 21.12.510.C. Existing utility easements along the street front for Phase 2 prevent the project from complying with the minimum building edge requirement. However, the building front of Phase 2 is located as near to the sidewalk as is feasible, maintaining a 0-20 foot distance for 28% of the building front and being located no further than 38 feet from the sidewalk at any point. Strict compliance with the street typology standards would result in underdevelopment of the site, so the ADF allows the proposal to better meet the intent of the OBAT Zone. The Technical Committee recommends approval of the ADF.

Code Authority: RZC 21.76.070.C

Administrative Design Flexibility-Minimum Waste Collection Points and Storage

The applicant is seeking ADF from the requirement that no dwelling unit within a multifamily development be more than 200 feet from a solid waste collection point (RZC 21.45.050). Each floor with dwelling units has a centralized trash collection room. The project proposes a maximum distance of 360 feet from dwelling unit to trash collection room. Due to significant grade changes across the site and the desire to limit the number of access roads through the site, there is only one location at the base of each building that is suitable for trash pickup. Providing additional ground-level trash transfer rooms would reduce the overall area dedicated to parking and resident amenities. While the maximum travel distance to dispose of trash is greater than 200 feet for some units, all of that distance is indoors and on the same floor. The Technical Committee recommends approval of the ADF.

Code Authority: RZC 21.76.070.C

Alternative Design Compliance-Rooflines

For Phase II, the applicant is requesting Alternative Design Compliance for the requirement that the width of any continuous roofline treatment must not extend more than 120 feet (RZC 21.58.3200). The applicant proposes continuous rooflines greater than 120 feet along internal access drive aisles, while maintaining roofline modulation for those façades facing the public street. Because the facades seeking Alternative Design Compliance do not face the street and have other buildings relatively close, the rooflines will not be easily visible from the public right-of-way or from ground level. In addition, the facades in question have a pattern of varying colors and materials as well as balconies, which serve to add texture and break down the perceived scale of the façade. The Alternative Design Compliance request meets the criteria of RZC 21.58.0300.E, and the request is granted.

Code Authority: RZC 21.58.0300.E

Alternative Design Compliance-Minimum Residential Courtyard Dimensions

For Phase 2, the applicant is requesting Alternative Design Compliance from the minimum residential courtyard dimensions of RZC 21.58.6030, which require a minimum courtyard width of 55 feet. The majority of the east and west courtyards in the Phase 2 building comply with the minimum 55-foot width requirement, but due to the irregular shapes of the courtyards, there are points that narrow to a minimum of 36 feet for the west courtyard and 44 feet for the east courtyard. This deviation from courtyard width requirements allows for well-designed and usable courtyards that visually open to the street while still providing a balance of privacy and seclusion from traffic noise, thereby meeting the purpose of the courtyard dimension standards. The Alternative Design Compliance request is granted.

Code Authority: RZC 21.58.0300.E

XIII. Vesting/Approval Expiration

This decision is vested to the development regulations in effect on the effective date of the Development Agreement. The approval of this project shall expire ten (10) years after the effective date of the project approval unless extended, as described in Section 4 of the Development Agreement (Attachment 12).

XIV. Conditions of Approval

A. Site Specific Conditions of Approval

The following conditions shall be reflected on the Civil Construction Review, unless otherwise noted:

1. **Development Engineering - Transportation and Engineering**

   Reviewer: Min Luo, Senior Engineer
   Phone: 425-556-2881
   Email: mluo@redmond.gov

   I. R22 Master Plan Development (LAND-2025-00049):

   The R22 Master Plan provided by KPFF on November 13, 2025, clearly outlines easements, right-of-way dedications, access points, and frontage improvements, including construction of a new signalized intersection at Da Vinci and 152nd Ave NE. Details can be found on Pages 4-6 (C3.00, C3.10, and C3.11) of the R22 MPD Plan Package (Attachment 7).

   II. R22 Site Plan Entitlement Phase I (LAND-2025-00051):

a. Easements and Dedications. Easements and dedications shall be provided for the City review at the time of the civil construction drawing application and finalized for recording prior to civil construction drawing approval. The existing and proposed easements and right-of-way shall be shown on the civil plans. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, except as provided in Subsection 1 of RZC 21.52.030.G.

i. Easements are required as follows:
   (a) A private shared private access easement near the driveway entrance off 152nd Ave NE must be obtained from the Parcel ID 0673100011 to the south prior to civil construction drawing approval.
   (b) Private shared access easements between R22 Lot 1 and Lot 2 shall be provided and recorded prior to Phase I civil construction plan approval.
   (c) Any construction easements from the adjacent properties must be secured prior to civil construction drawing approval.
   (d) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

ii. Dedications for right-of-way are required as follows:
   (a) A strip of land 20 feet wide south of the horizontal curve and a strip of land 14.62 feet wide north of the horizontal curve abutting the existing right-of-way on the east side of 152nd Ave NE shall be granted as new right-of-way. The private easements recording numbers 20200701002025, 20160314001598, 8209010367, and 8202010477 and their associated facilities within the proposed right-of- way dedication along 152nd Avenue NE must be eliminated or relocated before the City's acceptance of the right-of-way dedication along 152nd Avenue NE. The developer must collaborate with easement stakeholders to fulfill the relinquishment of these private easements and the removal or relocation of the associated facilities.

Code Authority: RZC 21.52.030.G; RMC 12.12

b. Construction Restoration and Street Overlay. If the existing pavement on 152nd Ave NE or NE 31st St is damaged by trenching or other construction activities, the pavement shall be planed, overlaid, and/or patched in accordance with the City of Redmond (COR) Standard Specifications and Details (STD) 201, 202, and 203, or as otherwise directed by the Traffic Operations and Safety Engineering Division in Public Works. The Pavement Condition Index (PCI) of the existing pavement on NE 31st Street is below 70, as identified in the City's biannual pavement survey; therefore, the development shall be required to plane and overlay, at a minimum, the entire half street along the project frontage, as determined by the Traffic

Operations and Safety Engineering Division in Public Works. For questions, contact Adnan Shabir, Senior Engineer at 425-556-2776. If the existing pavement materials or thickness on 152nd Ave NE and NE 31st St do not meet the requirements of COR STD 301, the pavement shall be reconstructed to meet current street standards.

Code Authority: RMC 12.08; Redmond Standard Specifications & Details

c. Street Frontage Improvements

i. The frontage south of the horizontal curve along 152nd Ave NE shall meet current City standards, including 41.5 feet of asphalt paving measured from face of curb to face of curb, which is sufficient to accommodate one 5-foot-wide bike lane and one 12.8-foot-wide travel lane on the southbound approach, one 11-foot-wide southbound left-turn lane, and one 12.7-foot-wide northbound travel lane with appropriate tapers. Additional required improvements include a 1-foot concrete curb and gutter, a 10.5-foot-wide bus platform, a 4.3-foot-wide bus shelter/amenity zone, a 7-foot-wide cycle track, a 10-foot-wide concrete sidewalk, storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

This portion of frontage improvements along 152nd Ave NE shall seamlessly connect to the frontage improvements constructed by the Overlake Commons project (Parcel ID 0673100011) to the south and shall be closely coordinated with the King County Metro bus stop project. The frontage improvement design, including the bus platform, shelter, and other components, shall be submitted to and approved by King County Metro prior to CCR civil construction plan approval. All required construction easements for these improvements shall be obtained prior to approval of civil construction drawings.

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

ii. The frontage north of the horizontal curve along 152nd Ave NE shall meet current City standards, including re-channelization of the existing asphalt pavement to provide one 5-foot-wide southbound bike lane with a 3-foot-wide buffer, one 11-foot-wide travel lane in each direction, and one 14-foot-wide two-way left-turn lane measured from face of curb to face of curb with appropriate tapers. Additional required improvements include a 1-foot concrete curb and gutter, a 5-foot-wide planter, a 12-foot-wide shared-use concrete path, storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

iii. The frontage along NE 31st Street shall meet current City standards, including maintaining the existing asphalt pavement width with appropriate tapers, a 1-foot concrete curb and gutter, a 5-foot-wide planter strip, and a 12-foot-wide shared-use concrete path, along with storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

iv. A traffic signal system shall be installed at the intersection of 152nd Avenue NE and Da Vinci Avenue in accordance with City of Redmond standards, if it has not been partially or fully constructed by the Overlake Commons project (Parcel ID 0673100011) to the south. This development shall coordinate closely with the Overlake Commons project to establish and document roles and responsibilities in a recorded agreement for the full construction of the traffic signal prior to CCR civil construction plan approval. Signal plans are required for all traffic signals being constructed. The plans shall be prepared in accordance with Sections 8-20 and 9-29 of the WSDOT Standard Specifications as supplemented and modified by the City of Redmond. Potholing and utilities locating are required prior to signal design. The project engineer shall arrange for potholing and utility locates, and then contact Paul Cho, Transportation Operations, at (425) 556-2751 at least 48 hours in advance of installation to verify the layout.

Code Authority: RZC 21.52.030.F

v. ADA ramp requirements:
Curb ramps for persons with disabilities are required for all new curb ramps' construction at the intersections of 152nd Ave NE/Da Vinci and NE 31st Street/the driveway access, as well as for all replacement curbs constructed in conjunction with sidewalks, paths, or other pedestrian access ways.

Code Authority: RCW 35.68.075; RZC 21.A.21.a

vi. A 20-scale Channelization Plan is required and should be separated or incorporated into the Transportation Plan, provided the details are clearly visible, for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping, street lighting, and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

Code Authority: RZC 21.52.030.F, RZC Appendix 2; Redmond Standard Specifications & Details; RCW 47.24.020

vii. Sidewalks constructed to City standards are required at the following locations:
- 10-foot-wide concrete sidewalk along the east side of 152nd Avenue NE, south of the horizontal curve.
- 12-foot-wide shared-use concrete path along the east side of 152nd Avenue NE, north of the horizontal curve.

- 12-foot-wide shared-use concrete path along the south side of NE 31st Street, east of the driveway access.

Code Authority: RZC 21.10.150, RZC 21.17.010; RZC 21.52.050; RMC 12.12

viii. All retaining walls and rockeries must be located entirely outside of existing and proposed public right-of-way and public easements. Placement within these areas is not permitted under any circumstances.

Code Authority: RZC Appendix 2.A.15.a

d. Access Improvements

i. The type and location of the proposed site accesses are approved as shown on the R22 Transportation Plan prepared by KPFF on December 5, 2025 (Attachment 7, Sheet C3.00)

Code Authority: RZC 21.52.030.E; RZC Appendix 2.D

ii. The following driveways are required to be improved as specified below:
- The existing driveways on 152nd Avenue NE shall be closed and replaced with standard frontage improvements.

Code Authority: RZC Appendix 2.D

e. Underground Utilities. All existing aerial utilities (if any) along the street frontage on 152nd Ave NE and within the development site shall be placed underground. All new utilities serving the development shall be placed underground.

Code Authority: RZC 21.17.020; RZC Appendix 2.A.3 and 11

f. Street Lighting. Illumination of the street(s) along the property frontage must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire height, and roadway width. Contact Isabel Diaz, Transportation Operations, at (425) 556-2733 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual, which can be accessed at: http://www.redmond.gov/development/CodesAndRules/StandardizedDetails

With Site Plan Entitlement approval, the applicant shall contact Puget Sound Energy (Street Lighting division) for coordination and development of a Work Sketch plan to include any proposed work on PSE-owned lights and or poles. The

final PSE Street Lighting plan is required to be included in the final plan set prior to final approval of the Coordinated Civil Review.

To begin the PSE Lighting coordination process, fill out the Street Lighting information request form here: https://www.pse.com/en/construction-services/pole-services

Code Authority: RZC 21.52.030.F, RZC Appendix 2.A.11

g. Temporary Pedestrian Access Plan. The applicant is required to provide a temporary pedestrian access plan for approval by the City prior to any construction on the project site. This plan needs to show how pedestrian traffic passing by the proposed development will be accommodated during the entire length of the construction phase.

A pedestrian access plan should provide pedestrian protection with barriers or covered walkways that parallel existing facilities along the street frontage on the same side of the street on which the development is occurring. These routes must be accessible for persons with disabilities per the current ADA regulations and standards, including the provision of ramps, minimum widths, a detectable edge, and smooth surfaces for wheelchair access. If, under extenuating circumstances, a parallel accessible route cannot be provided along the street frontage adjacent to the development, pedestrians must be detoured with advance signing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This route must be accessible for people with low or no vision. The developer may be required to install temporary crosswalks and street lighting as part of this detour.

In order to keep existing routes open during the construction of new structures adjacent to existing sidewalks, pedestrian protection must be in place and inspected prior to construction adjacent to and at the same grade or above, as detailed in IBC 3306.1 (see table below) to protect pedestrians from falling debris. Pedestrian protection should be designed to provide sturdiness, adequate light for nighttime use and safety, and proper sight distance at intersections and crosswalks. Plans and details for the construction of these covered walkways shall be included as part of the civil construction plan set.

IBC Table 3306.1. PROTECTION OF PEDESTRIANS

Height Of Construction	Distance From Construction to Sidewalk, Walkway, or Lot Line	Type Of Protection Required
8 feet or less	Less than 5 feet	Construction railings

	5 feet or more	None
8 feet or less	Less than 5 feet	Barrier and covered walkway
	5 feet or more, but not more than one-fourth the height of construction	Barrier and covered walkway
	5 feet or more, but between one-fourth and one-half the height of construction	Barriers
	5 feet or more, but exceeding one-half the height of construction	None

Code Authority: MUTCD 2023 (or latest revision) sections 6D.01, 6D.02, & 6D.05, IBC 3306.1

III. R22 Site Plan Entitlement Phase II (LAND-2025-00052):

a. Easements and Dedications. Easements and dedications shall be provided for City review at the time of civil construction drawing application and finalized for recording prior to civil construction drawing approval. The existing and proposed easements and right-of-way shall be shown on the civil plans. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, except as provided in Subsection 1 of RZC 21.52.030.G.

i. Easements are required as follows:
   (a) An area of 3 feet wide by 20 feet wide sidewalk and utility easement, granted to the City of Redmond, abutting the south side of NE 31st St right-of-way.
   (b) Private shared access easements between R22 Lot 1 and Lot 2 shall be provided and recorded prior to Phase II civil construction plan approval.
   (c) Any construction easements from the adjacent properties must be secured prior to civil construction drawing approval.
   (d) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

Code Authority: RZC 21.52.030.G; RMC 12.12

b. Construction Restoration and Street Overlay. If the existing pavement on NE 31st Street is damaged by trenching or other construction activities, the pavement shall be planed, overlaid, and/or patched in accordance with the City of Redmond (COR) Standard Specifications and Details (STD) 201, 202, and 203, or as otherwise directed by the Traffic Operations and Safety Engineering Division in Public Works. The Pavement Condition Index (PCI) of the existing pavement on NE 31st Street is below 70, as identified in the City's biannual pavement survey; therefore, the development shall be required to plane and overlay, at a minimum, the entire half street along the project frontage, as determined by the Traffic Operations and Safety Engineering Division in Public Works. For questions, contact Adnan Shabir, Senior Engineer at 425-556-2776. If the existing pavement materials or thickness on NE 31st Street do not meet the requirements of COR STD 301, the pavement shall be reconstructed to meet current street standards.

Code Authority: RMC 12.08; Redmond Standard Specifications & Details

c. Street Frontage Improvements

i. The frontage along NE 31st Street shall meet current City standards, including maintaining the existing asphalt pavement width with appropriate tapers, a 1-foot concrete curb and gutter, a 5-foot-wide planter strip, and a 12-foot-wide shared-use concrete path, along with storm drainage, street lighting, street trees, street signage, and underground utilities, including power and telecommunications. If the existing pavement materials or depth do not meet the requirements of the City's Standard Specifications and Details 301, the minimum pavement section shall be provided as follows:

- 4-inches HMA Class ½" PG 58H-22
- 5-inches HMA Class 1" PG 58H-22
- 4-inches of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to the drain system

Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; RZC Appendix 7; Redmond Standard Specifications & Details

ii. ADA ramp requirements:
Curb ramps for persons with disabilities are required for all new curb construction at the intersection of NE 31st Street/the driveway access, as well as for all replacement curbs constructed in conjunction with sidewalks, paths, or other pedestrian access ways.

Code Authority: RCW 35.68.075; RZC 21.A.21.a

iii. A 20-scale Channelization Plan is required and should be separate or incorporated into the Transportation Plan, provided the details are clearly visible, for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping, street lighting, and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

Code Authority: RZC 21.52.030.F, RZC Appendix 2; Redmond Standard Specifications & Details; RCW 47.24.020

iv. Sidewalks constructed to City standards are required at the following locations:
- 12-foot-wide shared-use concrete path along the south side of NE 31st Street, east of the driveway access.

Code Authority: RZC 21.10.150, RZC 21.17.010; RZC 21.52.050; RMC 12.12

v. All retaining walls and rockeries must be located entirely outside of existing and proposed public right of way and public easements. Placement within these areas is not permitted under any circumstances.

Code Authority: RZC Appendix 2.A.15.a

d. Access Improvements

iii. The type and location of the proposed site accesses are approved as shown on the R22 Transportation Plan prepared by KPFF on December 5, 2025 (Attachment 7, Sheet C3.00).

Code Authority: RZC 21.52.030.E; RZC Appendix 2.D

e. Underground Utilities. All existing aerial utilities (if any) along the street frontage on 152nd Ave NE and within the development site shall be placed underground. All new utilities serving the development shall be placed underground.

Code Authority: RZC 21.17.020; RZC Appendix 2.A.3 and 11

f. Street Lighting. Illumination of the street(s) along the property frontage must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire

height and roadway width. Contact Isabel Diaz, Transportation Operations, at (425) 556-2733 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual, which can be accessed at: http://www.redmond.gov/development/CodesAndRules/StandardizedDetails

With Site Plan Entitlement approval, the applicant shall contact Puget Sound Energy (Street Lighting division) for coordination and development of a Work Sketch plan to include any proposed work on PSE-owned lights and or poles. The final PSE Street Lighting plan is required to be included in the final plan set prior to final approval of the Coordinated Civil Review.

To begin the PSE Lighting coordination process, fill out the Street Lighting information request form here: https://www.pse.com/en/construction-services/pole-services

Code Authority: RZC 21.52.030.F, RZC Appendix 2.A.11

g. Temporary Pedestrian Access Plan. The applicant is required to provide a temporary pedestrian access plan for approval by the City prior to any construction on the project site. This plan needs to show how pedestrian traffic passing by the proposed development will be accommodated during the entire length of the construction phase. The applicant may request to pay a sidewalk closure fee in lieu of providing passage as permitted by the City.

A pedestrian access plan should provide pedestrian protection with barriers or covered walkways that parallel existing facilities along the street frontage on the same side of the street on which the development is occurring. These routes must be accessible for persons with disabilities per the current ADA regulations and standards, including the provision of ramps, minimum widths, a detectable edge, and smooth surfaces for wheelchair access. If, under extenuating circumstances, a parallel accessible route cannot be provided along the street frontage adjacent to the development, pedestrians must be detoured with advance signing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This route must be accessible for people with low or no vision. The developer may be required to install temporary crosswalks and street lighting as part of this detour.

To keep existing routes open during the construction of new structures adjacent to existing sidewalks, pedestrian protection must be in place and inspected prior to construction adjacent to and at the same grade or above, as detailed in IBC 3306.1 (see table below) to protect pedestrians from falling debris. Pedestrian protection should be designed to provide durability, adequate lighting for nighttime use, and proper sight distance at intersections and crosswalks. Plans

and details for the construction of these covered walkways shall be included in the civil construction plan set.

IBC Table 3306.1. PROTECTION OF PEDESTRIANS

Height Of Construction	Distance From Construction to Sidewalk, Walkway, or Lot Line	Type Of Protection Required
8 feet or less	Less than 5 feet	Construction railings
	5 feet or more	None
8 feet or less	Less than 5 feet	Barrier and covered walkway
	5 feet or more, but not more than one-fourth the height of construction	Barrier and covered walkway
	5 feet or more, but between one-fourth and one-half the height of construction	Barriers
	5 feet or more, but exceeding one-half the height of construction	None

Code Authority: MUTCD 2023 (or latest revision) sections 6D.01, 6D.02, & 6D.05, IBC 3306.1
Condition Applies: Civil Construction

IV. R22 Binding Site Plan (LAND-2025-00091):

Private shared access easements between R22 Lot 1 and Lot 2 shall be provided and recorded prior to the sale of Lot 1 or Lot 2.

Code Authority: RZC 21.52.030.E; RZC Appendix 2.D

2. Development Engineering – Water and Sewer

Reviewer: Heba Awad, Senior Utility Engineer
Phone: 425-556-2861
Email: hawad@redmond.gov

a. **Water Service.** Water service will require a developer extension of the City of Redmond water system as follows:

The developer will install approximately 1,500 feet of new water mains along future driveways and 152nd Ave NE, two 6-inch water residential meters, two 2-inch commercial meters, two 1-inch irrigation meters, three new fire hydrants, and other fire appurtenances. All water services will be connected to the new water mains.

The neighboring Overlake Commons development project of the parcel number 0673100011 is currently under a Site Plan Entitlement permit. To support system looping and fire flows required for Overlake Commons and R22 developments, the developer of R22 has an agreement to address services, access, construction sequencing, and fire coverage. Overlake Commons and R22 shall work together during Coordinated Civil Review to adopt the same utility design for the west access road.

All water connections to the existing water main to the south of the building shall be revised during Coordinated Civil Review due to the ongoing Overlake Commons permit for parcel 0673100011. Most of the water improvement work will be constructed during phase one of the development project.

The developer shall begin coordinating with PSE and other dry utilities to identify potential conflicts with gas/power and cables. Relocation plans from utilities must be included in the construction plans for reference. Existing utilities in conflict with the proposed water main shall be below the proposed water main.

Code Authority: RZC 21.17.010.D

b. **Sewer Service.** Sewer service will require a developer extension of the City of Redmond sewer system as follows:
The Developer will install two new manholes, one 8-inch side sewer, and one 8-inch side sewer to be connected to new manholes on the sewer main along future 152nd Avenue NE.

Code Authority: RZC 21.17.010.D

c. **Easements.** Easements shall be provided for all water and sewer improvements as required in the Design Requirements for Water and Sewer System Extensions. Easements for the water and sewer mains shall be provided for City of Redmond review at the time of construction drawing review. All easements must be recorded prior to approval of construction drawings.

If any off-site easements are needed for the project, they shall be provided to the City of Redmond for review at the time of construction drawing review and recorded prior to construction drawing approval.

Building overhangs, underground garages, elevated and other permanent structures shall not extend over or under the easement limits.

Code Authority: RZC 21.74.020.C, RZC Appendix 3.VII

d. **Permit Applications.** Water meter and side sewer applications shall be submitted for approval to the Development Engineering Division. Permits and meters will not be issued until all improvements are constructed and administrative requirements are approved. In certain limited circumstances, at the sole determination of the City of Redmond, water meter and/or side sewer permits may be issued prior to completion of improvements and/or administrative requirements. In such cases, various additional guarantees or requirements may be imposed as determined by the Development Engineering Division. All reimbursement fees shall be paid prior to the issuance of water and side sewer permits if applicable.

Code Authority: RMC 13.08.010; RMC 13.12.120

3. Development Engineering – Stormwater/Clearing and Grading

Reviewer: Rick Goode, Senior Engineer
Phone: 425-556-2496
Email: rgoode@redmond.gov

a. Water Quantity Control:

i. Project lies within the Overlake Regional Stormwater Facility Basin. Stormwater quantity control will be provided by the City of Redmond upon payment of the Overlake Capital Facility Charge.

ii. Provide for overflow routes through the site for the 100-year storm.

Code Authority: RMC 15.24.080.I

b. Water Quality Control

i. Project lies within the Overlake Regional Stormwater Facility Basin. Stormwater quality control will be provided by the City of Redmond upon payment of the Overlake Capital Facility Charge.

Code Authority: RMC 15.24.080.H

c. **Public Stormwater Easements.** Public easements will be required for any public stormwater conveyance systems on private property. Easements shall be provided for City of Redmond review at the time of construction drawing approval. The existing and proposed easements shall be shown on the civil plans. Prior to the City's acceptance of the easement(s), the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated. Prior to construction drawing approval, fully executed and recorded off-site easements shall be provided to the Development Engineering Division.

Code Authority: Stormwater Technical Notebook, Section 5.7.1

d. **Private Stormwater Easements.** Private stormwater easements will be required where drainage systems are located across adjacent properties and will remain under private ownership. Maintenance of private drainage systems will be the responsibility of the property owners benefiting from the easement. This requirement must be noted on the face of the civil construction drawings and record (as-built) drawings before recording with King County for subdivision. Prior to construction drawing approval, fully executed and recorded easements shall be provided to the Development Engineering Division.

Private easements are required as follows:

i. The project shall coordinate with the adjacent Overlake Commons project located along the south property line to provide a private stormwater drainage easement for any existing or proposed storm pipes crossing onto R22's property. The Overlake Commons project is proposing to connect to R22's conveyance piping at two locations. One connection is located at CB#2 along the shared driveway entrance at R22's southwest property corner, and the other connection is located at CB#6 along the east property line.

ii. A new private drainage easement shall be provided for the existing stormwater piping and treatment structures bypassing through the project at the northeast property corner from the neighboring property to the east. The existing piping and treatment structures shall not connect to R22's stormwater piping and shall connect to the public stormwater system in NE 31st Street through a separate catch basin structure.

iii. A new private drainage easement will be required from R22 Lot 1 for storm piping crossing the proposed lot line with R22 Lot 2 to be created under Binding Site Plan (LAND-2025-00091).

iv. All private drainage easements shall be provided and recorded prior to Phase I civil construction plan approval.

Code Authority: Stormwater Technical Notebook, Section 5.7.2

e. **Clearing and Grading.** No specific conditions.

Code Authority: RZC 21.74.020.J, RMC 15.24.050, RMC 15.24.080, RMC 15.24.082

f. **Temporary Erosion and Sediment Control (TESC).**

i. Rainy season work permitted October 1st through April 30th with a Wet Weather Plan (WWP) incorporated into the CCR plan set. The WWP will be used to apply for a separate WWP permit (as needed) after the Civil SITE Construction permit issuance, and additional WWP permit fees may apply based on the fee schedule at that time.

Code Authority: RMC 15.24.080

g. **Landscaping.** No specific conditions.

Code Authority: RZC 21.32

h. **Department of Ecology Notice of Intent Construction Stormwater General Permit.** Notice of Intent (NOI) must be submitted to the Department of Ecology (DOE) at least 60 days prior to construction on a site that disturbs an area of one acre or larger. Additional information is available at: https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit

Code Authority: Department of Ecology Rule

i. **Regional Capital Facilities Charge:** A Regional Capital Facilities Charge applies to this project, located in the Overlake Sub-basin. Please see the Development Engineering Fee Schedule for current fee information.

Code Authority: RMC 13.20.047 (Overlake), RMC 13.20.040 (Citywide)

4. Fire Department

Reviewer: Jon McKinnon, Deputy Fire Marshal
Phone: 425 556-2223
Email: jmckinnon@redmond.gov

The current submittal is generally adequate for LAND-2025-00049, -00050, -00051, -00052, and -00091 approval, but does not fully represent compliance with all requirements. The following conditions are integral to the approval and shall be complied with in Civil Drawings, Building Permit Submittals, Fire Code Permit Submittals, and/or other applicable processes:

a. Site Plan Condition

1. Required fire access shall meet all requirements of Redmond Fire Department Standard (RFDS) 2.0: Access and Addressing.
2. Striping and signage are required for all fire access roadways and will be determined in the civil review process.
3. Required fire access roadways not in the public way are required to be recorded in an Emergency Vehicle Access Easement (EVAE). The access driveway for Lot 2 is required for fire access to the structure on that lot.
4. Required fire access shall be able to support the weight of fire department vehicles, 77,000 pounds, and a point load of 45,000 pounds over a 24”x24” pad, or as determined by the City of Redmond Engineer. The proposed vault will be placed partially under the required fire access.
5. Required fire access roadways shall be in place and functional prior to bringing combustibles on site.
6. Any required fire access roadway over a vault or other structure must meet the weight capacity requirements for fire apparatus. This includes any lid, latch, vent, or other part of the vault, such as the structure located under the hammerhead turnaround.
7. Fire service access and features shall not be obstructed from deliveries, trash, or storage of other building functions.
8. During construction, a parking and materials plan must be in place that ensures emergency vehicle access to all homes located on the access road. Addresses for all structures will be assigned during the civil review process and shall conform to Redmond Fire Department Addressing Standards.

b. Fire Protection Plan

1. The buildings shall be fully sprinklered as per the IFC, NFPA 13, and RFDS 5.0
2. All areas shall have compliant Class I standpipe coverage, as per IFC, NFPA 14, and RFDS 4.0. Temporary standpipe coverage is required per IFC and RFDS 4.0.
3. All areas shall have an IFC, NFPA 72, and RFDS 9.0 compliant fire detection and alarm system.
4. Fire hydrants shall be located approximately as shown on the SPE plans to meet required commercial hydrant spacing and to meet fire flow requirements in the International Fire Code and RMC 15.06. Exact locations will be determined in the civil review process.

5. Hydrants must be in place and serviceable prior to the delivery, use, or storage of combustible building materials on-site or when Type 1A construction is complete.
6. The water supply capacity shall be capable of providing 3,500 gallons per minute (gpm) to the site and meet all requirements of the City of Redmond Engineer.
7. Per Appendix B (Fire Flow) of the IFC as amended by RMC 15.06, a building separation may be required to limit the fire flow of any one portion of the building to 3,500 gpm. Initial fire flow calculations based on the proposed building square footage and construction type have been completed in the SPE process and shall be updated during the civil review and building permit review.
8. Wall-mounted FDCs: A secondary FDC is required on the opposite side of the building. Final placement will take place during the CCR process for phases 1 and 2

c. Change or Modification

1. Determination of adequate fire flow as per IFC Appendix B: Fire Flow has been approximated in the SPE. Any changes to the structure's size or building type at the time of building permit submittal may require building changes, including the addition of fire walls.

2. If an underground tank is discovered on site, a separate fire permit for removal is required.

3. Required fire access roadways, or "Fire Lanes", may be established at the time of plan review, pre-construction site inspection, and/or post-construction site inspection. Additional fire lanes, markings, or re-markings may be required at any time during the life of the development upon evaluation and direction by the Fire Marshal.

d. Fire Code Permit

1. Fire Alarm and detection systems and related equipment for an NFPA 72-compliant fire alarm.
2. Fire Sprinkler systems and related equipment for an NFPA 13-compliant fire sprinkler system(s).
3. Standpipe systems for an NFPA 14-compliant standpipe system(s).
4. Fire Pumps and related equipment
5. Emergency Responder Radio
6. vi. Flammable Combustible Liquids
7. Gates and Barricades across fire apparatus access roads
8. Places of Assembly
9. VIII. Fixed Fire Suppression systems
10. Solar Photovoltaic Systems

11. Smoke Control or exhaust systems
12. Smoke control shall be installed as specified in the IBC and IFC. Depending on the smoke control requirements and design, outside technical review and inspections may be required at the applicant's expense.
13. Demolition of existing structures shall require a permit.
14. Removal of existing underground storage tanks requires a permit.

Code Authority: RMC 15.06; RZC Appendix 2, Redmond Fire Department Standards, and Redmond Standard Specifications and Details

5. Planning Department
   Reviewer: Alex Hunt, Senior Planner
   Phone: 425-556-2475
   Email: ahunt@redmond.gov

a. **Street Trees.** Street trees must be installed in accordance with RZC 21.32.130 and Standard Detail 907. The minimum size at installation is 2 ½ inch caliper with CU-Structural Soil.

Code Authority: RZC 21.32.130 & Standard Detail 907

b. **Development Agreement.** Development shall be subject to the terms of the executed Development Agreement (LAND-2025-00050). Amendments to the proposed development shall be processed in accordance with Section 5.4 of the Development Agreement.

Code Authority: RZC 21.76.070.L

c. **Affordable Housing Agreement.** Prior to building permit issuance, an affordable housing agreement in a form approved by the City shall be recorded with the King County Recorder's Office, pursuant to the requirements of RZC 21.20.080. A minimum of 12.5% of residential units shall be affordable to households making 50% AMI, plus any affordable units required to achieve the approved development intensity through the Incentive Program.

Code Authority: RZC 21.20

d. **Tree Preservation Plan.** A Tree Preservation Plan depicting all significant and landmark trees required to be preserved as part of the site development must be provided with the civil construction drawings.

Code Authority: RZC 21.72.060.D

e. Planting Standards. Landscaping shall be coordinated with water/sewer lines and fire hydrants/connections. Trees shall be planted a minimum of 8 feet from the centerline of any water/sewer lines, unless otherwise approved and provisions provided. Shrubs shall be planted to maintain at least 4 feet of clearance from the center of all fire hydrants/connections.

Code Authority: RZC 21.32.120

f. Impact Fees. Impact Fees will be required prior to the issuance of building permits pursuant to the requirements of RMC 3.10 and the final Development Agreement for R22. The applicant shall receive impact fee credits for the existing office development on-site. If the proposed development is eligible for any additional credits, including right-of-way dedication and system improvements, these additional credits will be assessed and provided after construction, dedication, or implementation is completed and accepted by the City.

Code Authority: RMC 3.10

g. Bonds. Bonds for Landscaping, Tree Preservation, Tree Replacement, and Mitigation shall be provided and executed prior to approval of civil permits.

Code Authority: RZC 21.76.090.F

h. Archaeological and Historical Preservation. The City's Inadvertent Discovery Plan (IDP) procedure shall be required during all ground-disturbing activities.

Code Authority: RZC 21.30.070.D

j. Mobility Management Program. A Mobility Management Program (MMP) shall be submitted and approved by the City's Transportation Demand Management Division prior to issuance of any building permit for this project. The TMP agreement shall be recorded on the property deed. Applicant shall begin finalizing the TMP immediately upon receiving this Approval document.

Code Authority: RZC 21.40.010.D
Condition Applies: Building Permit

i. Fee in Lieu of Private Open Space. An in-lieu fee for each required balcony that is not provided must be paid to the City before the building permit is issued. The fee for each balcony not provided on the building is equivalent to 50% of the park impact fee for a multifamily residence.

Code Authority: RZC 21.36.100.B.5

j. Alternative Location for Tree Replacement. Prior to approval of civil construction permits, the applicant shall provide alternative tree replacement, either through off-site replacement or a fee-in-lieu of replacement, for all trees required under RZC 21.72.080.B that are not planted on-site.

Code Authority: RZC 21.72.080

k. Demolition of Existing Building. Prior to recording the Binding Site Plan, the existing office building on-site shall be demolished so that the proposed lot line does not intersect with any existing building.

Code Authority: RZC 21.74.020

l. Open Space Amenities. A minimum of four features must be incorporated into the required open space for each phase as required by RZC 21.36.400.C.

Code Authority: RZC 21.36.400

m. Construction Parking Requirements and Contact Information. A sign shall be posted on-site, visible to the public throughout the duration of all construction activity per the Construction Contact Sign Handout. Construction activities consist of all site work, including, but not limited to, grading, landscaping, infrastructure, and building permit-related construction. Applicant and contractor shall work with the city planner prior to Mylar signing to determine the location(s) of the sign(s). Contact information shall remain up-to-date and visible at all times. The assigned city planner shall be notified and a photo of the updated sign shall be emailed within two business days of any change to the contact person. Construction Parking requirements for the project shall be denoted on the bottom portion of the sign per the handout instructions.

Code Authority: RZC 21.76.070.B.3.a.ii.A; Comprehensive Plan TR-34

n. Agency Permits. The applicant shall be responsible for identifying and obtaining all required permits from other agencies, including local, regional, state, and federal permits.

Code Authority: RZC 21.76.070.B
Condition Applies: As determined by the permitting agency

7. Potholing

Reviewer: Rick Goode, Senior Engineer, and Heba Awad, Senior Engineer
Phone: 425-556-2496 and 425-556-2861
Email: rgoode@redmond.gov and hawad@redmond.gov

All existing utilities at the location of the proposed water/sewer mains, storm, and service line crossings shall be potholed prior to submittal of the first Civil Plan Review. The potholing shall identify the width and the depth of both the top and bottom of any pipes, structures, conduits, and duct banks.

Potholing in the City Right-of-Way requires a Right-of-Way Use permit, approved traffic control plans, and a performance bond before commencing work. The developer shall include in the Right-of-Way permit a list of potholing numbers along with the potholing information for each number, such as utility name, type of facility, and the reason for potholing.

The developer shall do the following during and after potholing:

1. Follow City of Redmond Detail 203 for pothole restoration.
2. Protect existing traffic loops.
3. Survey all potholing locations.

Based on the final survey, a modified design of sewer, water, and storm facilities may be necessary to avoid conflict with existing utilities.

All potholing information shall be included in the plans and profiles of water, sewer, and storm design in the first submittal of CCR review. The developer shall add clearance information on the water/sewer/storm profiles at all crossings of existing and proposed utilities. Minimum clearance of one foot is required between the sewer/water mains and other utilities, including storm sewer.

Code Authority: Water and Wastewater System Extensions Design Requirements Section IV. 3. M and Section V. 3. K; Stormwater Technical Notebook, Issue No. 9, Effective July 1, 2022

B. Compliance with City of Redmond Codes and Standards

This approval is subject to all applicable City of Redmond codes and standards, including the following:

Transportation and Engineering

RZC 21.12	Overlake Regulations
RMC 6.36	Noise Standards
RZC 21.52	Transportation Standards
RZC 21.17.010.F	Adequate Streets, Sidewalks, and Trails
RZC 21.40.010.E	Design Requirements for Parking Facilities
RMC 12.08	Street Repairs, Improvements & Alterations
RMC 12.12	Required Improvements for Buildings and Development
RMC 12.16	Highway Access Management
RZC 21.76.020.G	Coordinated Civil Review
RZC 21.76.020.H.5	Preconstruction Conference
RZC 21.76.090.F	Performance Assurance
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
RZC Appendix 7	Overlake Village Street Requirements
City of Redmond	Record Drawing Requirements, November 2024
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)

Water and Sewer

RMC 13.04	Sewage and Drainage
RMC 13.08	Installing and Connecting Water Service
RMC 13.10	Cross-Connection and Backflow Prevention
RZC 21.17.010	Adequate Public Facilities and Services Required
RZC Appendix 3	Design Requirements for Water and Wastewater System Extensions
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)
City of Redmond	Design Requirements: Water and Wastewater System Extensions – April 2019.

Stormwater/Clearing and Grading

RMC 13.25	Temporary Construction Dewatering
RMC 15.24	Clearing, Grading, and Storm Water Management
RZC 21.32.120	Types of Planting

City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter)
City of Redmond	Stormwater Technical Notebook, Issue No. 9, Effective July 1, 2022
Department of Ecology	Stormwater Management Manual for Western Washington (July 2019)

Fire

RMC 15.06	Fire Code
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
City of Redmond	Fire Department Design and Construction Guide
City of Redmond	Fire Department Standards

Planning

RZC 21.04	Land Uses and General Provisions
RZC 21.05	Special Districts and Overlays
RZC 21.12	Overlake Regulations
RZC 21.20	Affordable Housing
RZC 21.58, 62	Design Standards
RMC 3.10	Impact Fees
RZC 21.32	Landscaping and Tree Protection
RZC 21.34	Exterior Lighting Standards
RZC 21.36	Open Space
RMC 6.36	Noise Standards
RZC 21.40	Parking Standards
RZC 21.55	Development Incentive Program
RZC 21.64	Critical Areas
RZC 21.72	Tree Protection
RZC 21.74	Land Division

Building

RMC 15.08	Building Code
RMC 15.12	Electrical Code
RMC 15.14	Mechanical Code
RMC 15.16	Plumbing Code
RMC 15.18	Energy Code

REDMOND 22

DEVELOPMENT AGREEMENT

[DRAFT January 28, 2026]

This DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into on _____ of _____, 2025 ("**Effective Date**"), by and between the City of Redmond ("**City**"), a Washington municipal corporation, and [Owner Entity] ("**Owner**"), a [Delaware] limited liability company. The City and Owner are referred to herein collectively as the "**Parties**" and individually as a "**Party**."

I. RECITALS

1. Owner is planning the redevelopment of land located at 3050 152nd Avenue NE in Redmond, Washington (King County Parcel No. 0673100010) and legally described on the attached **Exhibit A** (the "**Property**") attached hereto and incorporated herein by this reference. The development plan includes two phases, with one building developed as part of each phase. "**Phase I**" consists of up to 400 residential units with up to 6,000 square feet of retail area. "**Phase II**" consists of up to 400 residential units with up to 2,000 square feet of retail area. Phase I and Phase II may be developed separately or at once. Together, Phase I and Phase II and all development associated with those phases are referred to herein as the "**Project**". The Property is in the City's Overlake Business and Technology (OBAT) zone.

2. As required by Redmond Zoning Code ("**RZC**") 21.76.070.P.2.b, Owner has prepared a master planned development entitled R22 Master Plan Development (the "**Master Plan**") to provide for coordinated development of the Property. The Master Plan, as may be amended in the future pursuant to this Agreement, is attached as **Exhibit B**. Owner has applied for approval of the Master Plan, this Development Agreement, a Binding Site Plan, and Phase I and Phase II Site Plan Entitlements ("**SPEs**") for the Project under City File Nos. LAND-2025-00049 (Master Plan); LAND-2025-00091 (Binding Site Plan); LAND-2025-00051 (Phase I SPE); LAND-2025-00052 (Phase II SPE). The Master Plan has followed the reviewed procedures of RZC 21.76.070.P. The Redmond City Council also conducted a public hearing to obtain further public comment on the Master Plan and this Agreement.

3. Environmental impacts of the development proposed by the Master Plan and SPEs were identified and considered through the City's Overlake Planned Action Ordinance ("**Planned Action Ordinance**") and satisfy any and all requirements of the State Environmental Policy Act, Chapter 43.21C RCW ("**SEPA**"). *See also*, RZC 21.70.110. The City has determined that the Project is consistent with any and all Project impacts and is fully mitigated under the Planned Action Ordinance. No additional mitigation or review is required under SEPA.

4. Completion of the Project in accordance with this Agreement will promote the goals and policies of the Redmond Comprehensive Plan, including but not limited to, providing new housing and potential job opportunities in Overlake near transit and major employment hubs, providing connections between sites and public open spaces, improving street frontages, and advancing sustainable development. The Comprehensive Plan goals furthered by the Project

include but are not limited to: FW-LU-1, FW-LU-2, LU-5, LU-6, LU-8, LU-19, LU-23, HO-6, HO-7, HO-10, HO-11, HO-13, TR-10, TR-14, TR-16, TR-17, FW-GR-1, GR-1, GR-2, GR-3, CTR-5, CTR-7, CTR-8, CTR-10, and CTR-17.

5. This Agreement is authorized by RCW 36.70B.170 through 36.70B.210 and relates to a project permit application as stated in RCW 36.70B.200. A development agreement between Owner and the City is a collaboration that will govern future development of the Property and provide mutual benefit for the Parties and the residents and businesses of the Overlake Neighborhood by providing affordable housing, art and cultural installations, pedestrian and bicycle improvements, sustainable development, enhanced landscaping and plaza space, additional walkable commercial space, signalization of an intersection, and connectivity through the site to other sites anticipated for redevelopment.

6. By executing this Agreement, the Parties intend to set forth their mutual agreements and understandings as they relate to the development of the Property and the Project.

II. AGREEMENT

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PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and Owner enter into the following Agreement and agree to be bound by its terms.

1. **Land and Floor Area Ratio.** The Property, exclusive of public right-of-way, comprises 232,760 square feet of total land area, as depicted on **Exhibit B** (overall basic site plan from Master Plan showing Property boundary). As provided in RZC 21.12, the maximum allowed development on the Property is expressed in terms of the ratio of floor area to total gross land area prior to dedication of new public right-of-way or provision of other land for public amenities ("**FAR**"). Allowed FAR shall thus be calculated for all purposes by using 232,760 square feet as the total gross land area. Future dedications of land for right-of-way or other public use or improvements shall not reduce the land area used for calculating FAR, the development rights provided for in this Agreement, or development rights provided for through applicable land use regulations. Under RZC 21.12.500, the base FAR for the Property without incentives is 3. There is no maximum FAR when maximizing the incentive program under RZC 21.55.4100.

2. **The Project.** The Project shown within the Master Plan consists of two phases, each providing one building. Phase I contains one building with up to 400 residential units and up to 6,000 square feet of retail area. Phase II contains one building with up to 400 residential units and up to 2,000 square feet of retail area. As used in this Agreement and the Master Plan, retail area includes all General Sales or Services as defined in RZC 21.78.160. Phase I and Phase II may be developed separately in any order or together at one time at Owner's sole discretion. Owner is not obligated by this Agreement to build either phase of the Project.

3. **Conformance with Master Plan.** The Remond City Council approved the Master Plan on _____. Approval of the development shown in the Master Plan and identified in this Agreement is specifically conditioned upon dedication of the land and

construction of the improvements expressly identified in the Master Plan and/or this Agreement. The Project shall substantially conform to the Master Plan, including amendments thereto provided for in Section 5.4 of this Agreement. Site and building modifications to facilitate interim use of structures, if any, are not regulated by the Master Plan and are subject to the RZC. In the event of a conflict between the Master Plan and this Agreement, this Agreement shall control.

4. Term. The term of this Agreement shall be ten (10) years from the Effective Date with the option to extend for an additional five (5) years, for a total possible term of fifteen (15) years ("**Term**"). The City and Owner intend for this Agreement to be in effect for a term concurrent with the Master Plan. The Parties intend that any request for extension of the Master Plan will be processed concurrently with an extension of this Agreement, and that any expiration of the Master Plan shall cause this Agreement to expire. The City and Owner agree that if the Master Plan is extended, the term of this Agreement shall likewise be extended for the term of the Master Plan.

5. Vested Rights.

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5.1. Vesting. As used in this Agreement, an "**Application**" includes any application for development of the Project including an application for SPEs (or if that process is no longer used, the equivalent process at the time of development), building permit, binding site plan, preliminary plat, or short plat. As used in this Agreement, "**Vested Development Regulations**" include regulations, policies, procedures and guidelines addressing zoning (including the RZC, Redmond Municipal Code ("RMC") and zoning maps), environmental review (including critical areas regulations, SEPA procedures and substantive SEPA policies, and planned action ordinances), affordable housing, multi-family tax exemption, building and site design, utilities, stormwater, transportation concurrency and other laws, ordinance, policies, and administrative regulations and guidelines of the City governing land development.

Except as expressly provided otherwise in Sections 5.2 and 5.3 of this Agreement, any Application submitted during the Term of this Agreement shall be vested to and governed by the Vested Development Regulations in effect as of the Effective Date of this Agreement, as modified by the terms of this Agreement. The Project is vested to the Planned Action Ordinance under RZC 21.70.110 Overlake SEPA Planned Action and no additional SEPA review or mitigation is required for Applications vested under this Agreement, except as may be expressly required by said Planned Action Ordinance. To the extent there is a conflict between the Vested Development Regulations in effect as of the Effective Date of this Agreement and the terms of this Agreement, the terms of this Agreement control.

Except as expressly stated otherwise in Sections 5.2 through 5.4 of this Agreement, any amendments to or additions made during the term of this Agreement to Vested Development Regulations shall not apply to or affect the conditions of development of the Project.

5.2. Exemptions. The following are exempt from vesting as described in Section 5.1 of this Agreement:

- Plan review fees, inspection fees, and transportation, school, and fire impact fees established by schedules, charts, tables, or formulae;

- Water, sewer, stormwater, and other utility connection charges, general facility charges, Cascade Water Alliance charges, Metro charges, and monthly service charges;

- Amendments to building, plumbing, mechanical, fire, and other construction codes adopted pursuant to RCW 19.27 and 19.27A; and

- Other City enactments that are adopted pursuant to state or federal mandates (such as, but not limited to, the City's NPDES Municipal Stormwater Permit) that preempt the City's authority to vest regulations.

- Ordinances necessary to protect the public health and safety pursuant to Section 5.3 below.

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5.3. City's Reserved Rights. Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability to the extent required by a serious threat to public health and safety, as determined by the Redmond City Council after written notice and an opportunity to be heard has been provided to Owner.

5.4. Amendments to Agreement. This Agreement and the Master Plan may be amended administratively upon a request by the Owner if the request does not result in an increase in the total square footage approved by the Master Plan of more than 10 percent or 6,000 square feet, does not significantly increase impacts addressed by the Planned Action Ordinance, and does not include a use not approved by this Agreement and the approved Master Plan. An amendment that meets these criteria and does not increase the square footage approved by the Master Plan shall be treated as a Type I administrative modification. An amendment that meets these criteria but increases the square footage approved by the Master Plan by less than 10 percent or 6,000 square feet shall be treated as a Type II administrative modification, without the requirement for public notice. *See* RZC 21.76.090.D.5. The City shall review Owner's request in good faith and not unreasonably deny Owner's request to modify the Agreement consistent with the criteria in this Section 5.4. Except for the Term of this Agreement, any of the dates set forth in this Agreement may be revised administratively by written agreement between the Owner and the Director, or their designee. Amendments not meeting the previously mentioned criteria shall be approved by City Council using the process for consideration of development agreements set forth in the RZC. Amendments to this Agreement and the Master Plan approved under this Section 5.4 do not change the vested status of Applications vested under this Agreement.

6. Development Approvals.

6.1. Flexibility. Detailed plans for development of the Property shall be as approved through the SPE process and other approval processes set forth in the RZC, as applicable. Road widths, access locations, right-of-way dedications, public amenity spaces, and street and utility improvements shall be governed by the Master Plan and the SPE approvals, and reviewed under Vested Development Regulations as provided for in Section 5 of this Agreement. Depictions of building footprints, shapes, square footage, and number of stories in the Master Plan are illustrative only. Such graphics and text in the Master Plan shall not constrain the process of designing and approving individual developments, which shall address applicable city-wide and special design guidelines, codes, and standards. Modifications to SPE approvals may be made administratively pursuant to RZC 21.76.090.D. Any changes to the SPEs for the Project shall remain vested to the Vested Development Regulations as they existed on the Effective Date of this Agreement, so long as the changes follow the criteria in RZC 21.76.090.D. Amendments to this Agreement and the Master Plan are governed by Section 5.4 of this Agreement.

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6.2. Conditions. The City shall not impose any condition on the Project, or on any development proposal within the Project, that is inconsistent with the Master Plan, except as expressly authorized in this Agreement, including but not limited to those codes and regulations set forth in Section 5.2 against which Owner is not vested, or under those circumstances set forth in Section 5.3. Nothing in this Agreement waives or otherwise invalidates Owner's rights under RCW 82.02.020.

6.3. Development Site/Land Division. Owner applied for a binding site plan for the Property to facilitate development of Phases I and II, and the City approved the binding site plan on _____ with the condition that Owner will not record the binding site plan until after demolition of the existing structure on the Property is complete ("**Binding Site Plan**"). The City will process all Applications under this Agreement based on the lots identified in the Binding Site Plan. The City shall not delay processing an Application because the Binding Site Plan is not yet recorded. If the Binding Site Plan is not recorded at the time that the City approves an Application, the City may condition approval of the Application on Owner's recording of the Binding Site Plan. Additional legal lots, development parcels, or condominium units within the Property may be created if approved by the City without amendment of the Master Plan through binding site plans, short plats, subdivisions or the creation of condominiums. Any future land division shall not impact the ultimate size of open spaces, infrastructure, or other required public amenity space or public benefits or improvements, unless permitted as an administrative amendment to this Agreement and unless the City obtains like public amenity space, public benefits, or infrastructure.

6.4. Affordable Housing. Except as provided in Section 6.5 below, any Application vested to this Agreement shall not be required to provide any additional affordable housing or payment of fee-in-lieu above the requirement in this Section 6.4.

The Project will provide twelve-and-a-half percent (12.5%) of the units to be affordable as affordable to households earning up to fifty percent (50%) of the Area Median Income, as that term is defined in RZC 21.78 and RMC 3.38.030. The Project qualifies for the eight-year (8-year) Multifamily Housing Property Tax Exemption ("**MFTE**") as it currently exists in RMC 3.38.120.A for the Overlake Residential Targeted Area.

Nothing in this Agreement precludes Owner from availing itself of MFTE exemptions and fee reductions for affordable units as they may exist in the future up until the time the Owner or Owner's designee enters into an MFTE contract with the City in accordance with RMC 3.38.080. Owner may, at Owner's sole discretion, choose to provide additional affordable units to qualify for an MFTE exemption. The affordable units provided to achieve the Affordable Housing Incentive Bonus for increased FAR in Section 6.5 of this Agreement shall count toward any affordable rental units needed to qualify for MFTE exemptions that the City may adopt in the future.

6.5. Affordable Housing Incentive Bonus. In addition to the affordable units described in Section 6.4 of this Agreement (12.5% of the units as affordable to households earning up to 50% AMI) Owner shall provide less than two (2) percent of the total units in the Project as additional affordable units to households earning up to fifty percent (50%) of AMI in exchange for the Affordable Housing Incentive Bonus of forty (40) points, as permitted in RZC Table 21.55.200.

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6.6. Small Business Support. The Project will provide at least one retail space that is between 600 to 2,000 square feet to support small businesses and qualify for the Small Business Support bonus in RZC Table 21.55.500.

7. **Floor Area Ratio.** The Project will utilize the FAR bonus incentives identified in the Master Plan to achieve the total FAR identified in the Master Plan for each phase, which is an FAR of 3.21 for Phase I and an FAR of 3.39 for Phase II. The Project provides the bonus incentives identified in Sections 6.5 and 6.6 of this Agreement and therefore qualifies for an FAR exceeding the FAR required for each phase of the Project. The Project will be counted as an Overlake catalyst project for purposes of calculating FAR incentives and is vested to the incentive points identified for catalyst projects in the RZC in effect as of the Effective Date of this Agreement. Owner, at Owner's sole discretion, may reallocate the FAR to increase or decrease the FAR of each phase, including the option of utilizing all FAR above 3.0 earned by providing the bonus incentives identified in Sections 6.5 and 6.6 of this Agreement, and subject to RZC 21.12.

8. **Parking Count.** The Project will provide the number of parking spaces approved in the Master Plan pursuant to RZC 21.40. As approved in the Master Plan and in addition to parking spaces, the Project will also provide up to 9 loading spaces for Phase I, and up to 12 loading spaces for Phase II. Owner, at Owner's sole discretion, may provide fewer parking and loading spaces for each phase, and may reallocate the parking and loading spaces between Phase I and Phase II to increase and decrease the parking and loading spaces required in each phase. Parking spaces may not be reallocated in a way that would cause residential or commercial parking to exceed the maximum allowable number of parking stalls for each phase in accordance with RZC 21.40. Loading spaces may be reallocated, at

Owner's sole discretion, between Phase I and Phase II without limitation on the maximum number for each phase.

9. **Electric Vehicle Parking Minimums.** As identified in the Master Plan, the Project will provide the following electric vehicle ("**EV**") spaces detailed in Sections 9.1-9.3. The requirements for "EV charged", "EV ready", and "EV capable" are set forth in WAC 51.50.0429.

   9.1. Residential Parking Stalls: Ten percent (10%) EV charged, and ninety percent (90%) EV ready for residential parking stalls.

   9.2. Non-Residential Stalls: Ten percent (10%) EV charged, ten percent (10%) EV ready, and ten percent (10%) EV capable for non-residential parking.

   9.3. Loading Stalls: Ten percent (10%) EV charged, ten percent (10%) EV ready, and ten percent (10%) EV capable for loading stalls.

10. **Street and Utility Improvements.**

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10.1. Street and Right-of-Way Improvements. Owner will construct the street improvements as shown in the Master Plan and required by the Master Plan conditions of approval to mitigate the transportation impacts associated with the Project. The improvements and associated right-of-way are shown in the Master Plan at pages MPD C3.00 (Composite Transportation Plan) and MPD A0.02 (Overall Site Plan) and in the SPEs at pages SPE C3.00-1 and C3.00-2 (Composite Transportation Plan).

Owner will construct improvements as shown in the Master Plan when those improvements are necessary for the development of each phase and according to the phasing schedule, if any, approved as part of the Master Plan. Should Owner desire to construct improvements designated for future phases at an earlier time, such work shall be subject to City approval and shall be coordinated with the City. The street improvements shall be designed and constructed in accordance with the Master Plan and shall comply with the City's standards and code requirements for street improvements. Easements and dedications shall be provided for the City's review at the time of construction drawing approval and finalized for recording prior to issuance of a civil site permit. The street improvements shall be designed and constructed in accordance with the Master Plan and shall comply with the City's standards and code requirements for street improvements.

Changes to the Project that result in administrative amendments to this Agreement under Section 5.4 will not require additional street and/or right of way improvements beyond those described in the Master Plan and this Agreement, so long as the change to the Project generates the same or fewer vehicle trips as the Project prior to the amendment, based on the methodology of the Transportation Impact Analysis ("**TIA**") accompanying the Master Plan.

As set forth in Section 14.7 of this Agreement, Owner will construct a signal at the intersection of Da Vinci and 152nd Ave NE, unless the signal has already been constructed during the redevelopment of neighboring properties.

10.2. Right-of-Way Widths and Dedications. In accordance with RZC 21.52.030.G, where a planned street right-of-way or roadway, sidewalk, slope, or utility easement, as indicated by RZC 21.52.030.D, or as necessary to complete a public street, lies within the proposed Project, Owner shall be required to dedicate the right-of-way and/or easement to the City as a condition of approval of the application requiring such dedication, unless stated otherwise in this Agreement or the Master Plan. Right-of-way dedication width and location along 152nd Ave NE is depicted in the Master Plan.

Before acceptance of the right-of-way and/or easement by the City, Owner will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, and shall be required to remove any encroachments on such easements or rights-of-way, provided, however, that Owner shall not be required to remove or subordinate: (a) improvements meeting traffic safety standards for motorized use and ADA-compliance pedestrian and non-motorized use; and (b) franchise utilities whose existing underground infrastructure meets the City's minimum vertical and horizontal separation requirements for all proposed or future public utilities, and whose existing above-ground infrastructure does not impact or preclude proposed or ultimate frontage improvements from meeting traffic safety standards for motorized use and ADA-compliance pedestrian and non-motorized use.

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10.3. Deviations. The City agrees that the Project may qualify for administrative design flexibility under RZC 21.76.070.C for deviations to site requirements and standards except density, number of stories, and FAR including without limitation, Administrative Engineering Deviations for road widths, engineering standards, and dedications and right of way improvements in the Master Plan. The City agrees to consider such deviations, if the Owner requests such deviations and the applicable deviation requirements in the RZC and the City's Administrative Engineering Deviation Procedure are met. The deviations for Phase I and II are listed at LAND-2025-00051 pages G1.00-1 and LAND-2025-00052 pages G1.00-2. Additional deviations may be requested as necessary for future Applications.

10.4. Parking on 152nd Avenue NE. As identified in the Master Plan, no street parking is required for the Project on 152nd Avenue NE adjacent to the Property. Pursuant to Section 8 of this Agreement and the Master Plan, the Project is anticipated to provide the maximum parking pursuant to RZC 21.40, plus additional loading stalls to provide ample parking.

10.5. Utilities. Required water mains, sewer mains, and storm drainage facilities will be installed in public right-of-way or in commercially reasonable easements acceptable to the City. Necessary right-of-way and easements shall be dedicated or conveyed to the City. Construction of such improvements shall be in accordance with City standards, including but not limited to the City's standard construction details and the City of Redmond Stormwater Manual. Owner will construct improvements as shown in the

Master Plan when those improvements are necessary for development of each phase. No additional utility improvements will be required, except as may be necessary to meet state or federal mandates against which Owner is not vested under Section 5.2 and except as may be required by the City under circumstances described in Section 5.3. Changes to the Project that result in administrative amendment to this Agreement will not result in additional utility requirements beyond those described in the Master Plan and its conditions of approval, provided that there is no increase in stormwater runoff as the result of the amendment and provided that the utility demands of the amendment do not exceed the capacity of the proposed Master Plan utilities or the City utility system used by the Project. Deviations from the Master Plan that provide materially equivalent utility service and that comply with City standards may be proposed by the Owner and approved administratively by the City staff without amendment of the Master Plan or this Agreement.

10.6. Water Main Replacement. The Project is currently serviced by a 10-inch and 12-inch looped water main in 152nd Ave NE and NE 31st St. The 10-inch section in 152nd Ave NE runs south along the Project frontage and requires replacement to service the Project. Unless already constructed or under construction prior to development of the Project, the Project will replace approximately 235 linear feet of 10-inch water main and required appurtenances within 152nd Ave NE, including but not limited to: a cross fitting at the 152nd Ave NE and DaVinci intersection to serve Phase I and the existing main running west, reconnection of all existing services to remain, and a new hydrant assembly within the 152nd Ave NE frontage.

10.7. Storm Main Replacement. Unless already constructed or under construction prior to the development of the Project, Owner will replace approximately 100 linear feet of 12-inch corrugated metal pipe storm main between the two existing storm drain manhole structures. The Project will install two new storm drain manhole structures along the replaced piping section to accommodate the connection of the Project's stormwater and upstream bypass flow from the neighboring property to the east.

10.8. Performance. Owner is not obligated to provide any improvements under this Section 10 unless and until Owner pursues development of the Project under this Agreement.

11. Impact Fees and Stormwater, Water, and Sewer Charges.

11.1. Impact Fees Generally. Except as otherwise provided in this Agreement and subject to the credits and reductions in this Section 11, Owner shall pay impact fees for the Project in effect at the time building permits are issued for each building.

11.2. Transportation Impact Fee Calculation. The City's method and procedure for calculating net new project demand for mobility units for purposes of transportation impact fees shall be modified for development within the Master Plan Property to account for structures currently existing on the Property ("**Existing Structure**"). There is one Existing Structure on the Property. The City agrees that Owner will receive credit for the 115,555 square feet of office building on the Property as detailed in RMC

3.10.130. Upon demolition of any Existing Structure, credit for the reduction of existing demand for mobility units attributable to such Existing Structure shall automatically accrue to Owner of Existing Structure. The credit may be used in whole or part by Owner to reduce the demand for mobility units attributable to the development within the Master Plan, or may be assigned to another owner or developer of property developable within the Master Plan. Credits may only be used in the calculation of net new mobility unit demand for development within the Master Plan Property and may not be used in connection with any development located outside of the Master Plan Property. Consistent with the RMC 3.10.120, at the time of building permit issuance, the Owner may choose to use the City's standard traffic impact fee rates outlined in the schedules in RMC 3.10.100 for the year of the building permit issuance, or have an independent study conducted to develop unique transportation impact fee rates. All independent fee calculation studies shall meet the standards outlined in RMC 3.10.120 and shall be submitted to the City for review and approval.

11.3. Transportation Impact Fee Credits. According to RMC 3.10.130.A, when a development approval is conditioned upon a developer's conveyance of land for and/or construction of specified system improvements, the developer shall be entitled to a credit against the impact fee that would be imposed for the value of the land or property interest conveyed and/or the actual cost of construction and calculated per RMC 3.10.130. The total amount of credit granted shall not exceed the total amount of the impact fee the Owner is required to pay upon completion of the Project. If the amount of credits in a particular phase exceeds the amount of the impact fee required for that phase, Owner may apply the remaining against impact fees required for future phases of development. In consideration of Owner constructing the transportation improvements as set forth in this Agreement and shown in the Master Plan, the City shall credit against all Redmond transportation impact fees due to the City the total project cost (including land value, design, construction costs, and right-of-way dedications) of improvements made and listed in the Redmond Transportation Facilities Plan ("**TFP**") or subsequently added to the plan or its successor. This includes, without limitation, frontage improvements to 152nd Ave NE (TFP Project 47.01). In the event Owner pays all or part of the cost of a TFP project in lieu of construction, the credit shall be in the amount of such payment. If not already part of the TFP, City staff shall propose for City Council decision the inclusion in the TFP of all transportation improvements listed below:

- Signal improvement at Da Vinci and 152nd Ave NE

To accommodate Owner's construction of transportation improvements before City Council decision on inclusion in the TFP, and pursuant to RMC 3.10.130.A, the total cost of improvements shall be estimated before any impact fee payment made by Owner and credited against such payment. Owner shall be required to provide a performance assurance device acceptable to the City for the amount of such credit. If the Redmond City Council has approved an amendment of the TFP to include any or all the improvements described above as transportation improvements, City shall release Owner from its performance assurance requirement upon completion of the transportation improvements, pursuant to RMC 3.10.130.A.1.d-e. In the event the City Council has approved an amendment of the TFP and the transportation improvements described above

are not included, Owner shall pay the remaining traffic impact fees equal to the amount of the credit received, and the City shall release Owner's performance assurance requirement upon receipt of payment of the remaining transportation impact fees. If the City Council has not yet voted on the TFP by the completion of the Project, Owner shall be required to extend or provide a new performance assurance device in the amount of such credit for the time period of the extension.

11.4. Water, and Sewer Connection Charges. Per RMC 13.11.030, the Project is subject to the City's general connection charges for water and sewer. Per RMC 13.11.032, the Project is also subject to the regional water connection charge, which is equal to the regional capital facility charge imposed by the Cascade Water Alliance, plus an additional three percent (3%) of said charge, rounded up to the nearest dollar. No other connection charges for water or sewer are required for the Project.

11.5. Storm Water Management and Storm Water Capital Facilities Charges. Storm water management charges for the Project shall be calculated pursuant to RMC 13.18.050-.060, including reductions for any applicable credits under RMC 13.18.060. Stormwater Capital Facilities Charges for the Project calculated pursuant to RMC 13.20.047 (Overlake sub-basin) and 13.02.040 (Citywide). No other connection charges for storm water are required for the Project.

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12. <u>Transportation Management.</u>

12.1. Transportation Mitigation. On-site street and right-of-way improvements required to mitigate the transportation impacts associated with the Project are identified in the Master Plan. No additional on-site or off-site transportation mitigation will be required for the construction of the Project. Changes to the Project that result in administrative amendments to this Agreement will not result in additional transportation mitigation beyond those described in the Master Plan and this Agreement, so long as the change to the Project generates the same or lesser trips as the prior use on the site, based on the methodology of the TIA accompanying the Master Plan.

12.2. Transportation Concurrency. Pursuant to RZC 21.52.010.B.7, the City grants Owner a certificate of concurrency for the Project that meets the requirements of RZC 21.52.010. The certificate of concurrency is valid for the Term of this Agreement and satisfies any and all transportation concurrency requirements for Applications vested to this Agreement, so long as the development generates the same or lesser trips as approved as part of the Master Plan, based on the methodology of the TIA accompanying the Master Plan. No additional analysis of Project traffic impacts and no additional transportation concurrency certificates shall be required to construct any development under this Agreement.

13. <u>Tree Removal and Mitigation.</u> The Project will result in tree removal and Owner agrees to provide mitigation as detailed on pages L301 of the Master Plan (Tree Preservation Plan) and pages L101-1 through L103-1 and L101-2 through L103-2 of the SPEs.

14. Public Benefits. The City agrees that the commitments made by Owner under this Agreement are in the public interest and provide sufficient public benefit to meet the requirements of RZC 21.76.070.L.3.e. The public benefits delivered by the Project include but are not limited to the following:

14.1. Affordable Housing. The Project will pioneer new affordable housing policies in the Overlake Neighborhood, providing needed affordable housing at deeper levels of affordability.

14.2. Art and Cultural. The Project will provide at least one public art feature in a form and location determined by Owner in the form of artwork, sculpture, water features, murals, and/or green walls that will enhance the public experience of the site. Owner will follow the review and approval process for public art in RZC 21.22.

14.3. Enhanced Bicycle and Pedestrian Safety Alternative on 152nd Avenue NE. The Project will, consistent with the SPEs, provide bike lane and sidewalk improvements along 152nd Avenue NE along the Property and connecting to adjacent improvements that better address pedestrian and bicycle safety compared to the City's typical street section. The Project will provide reconstruction of the bus stop on 152nd Ave NE in the agreed configuration with King County Metro and the City. This includes a 10.5-foot-wide curb bulb for pedestrian bus loading outside of the road section and adjacent to the raised cycle track, which provides safe routing for transit users, pedestrians, and cyclists using the 152nd Ave NE corridor.

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14.4. Sustainability Measures, EV Chargers, Photovoltaic Cells. Owner shall seek a LEED Silver or higher sustainability rating, provide EV spaces pursuant to Section 9 above to be located in parking garages, and will provide infrastructure to support expansion of rooftop photovoltaic cells for solar electricity generation.

14.5. Landscaping Enhancements, Plaza, and Connectivity. The Project will provide landscaping enhancements and a plaza space for residents and visitors. The Project will also provide opportunities for improved connection through the Property to the adjacent private property.

14.6. Retail Space. The Project will provide more than the required retail space, offering opportunities for uses that serve residents and visitors of the Overlake Neighborhood, such as retail and food service.

14.7. Intersection Signalization and Neighborhood Connectivity. As part of the development of the Project and as identified in the Master Plan, Owner will construct a traffic signal at the intersection of Da Vinci and 152nd Ave NE, unless the signal is already constructed or under construction by another property owner. The TIA for the Project demonstrates that trip levels associated with the existing office use of the Property support a signalized intersection. The Project does not significantly increase trips from that existing use. Nonetheless, unless the signal is already constructed or under construction prior to development of the Project, Owner will construct the traffic

signal to mitigate any impacts and provide the additional public benefit of access to adjoining property, facilitating future redevelopment on that property.

15. **Transfer of Ownership.** In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the Effective Date. Owner may, at Owner's sole discretion, convey or assign ownership of the Property or any legal interest in any portion of the Property, and such successor in interest or assignee shall be bound to the terms of this Agreement pursuant to this Section 15.

16. **Dispute Resolution, Judicial Relief, and Remedies.**

16.1. Dispute Resolution. In the event of a dispute relating to this Agreement, the first step in resolving such dispute shall be for either Party to provide written notice of default to the other Party and request a meeting to resolve the dispute which shall occur within ten (10) days of a written request for such meeting unless both Parties agree otherwise. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily.

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At such meeting, each Party shall send a representative with decision-making authority. If one Party intends to bring its attorney to the meeting, it shall notify the other Party, which shall also bring its attorney. This notification shall be made as early as possible to avoid scheduling conflicts with attorneys. Each Party shall have a duty to make a good-faith effort to resolve the dispute promptly and without need for judicial intervention or damages.

16.2. Remedy. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to specific performance of all terms of this Agreement by any Party in default hereof, in addition to all other rights and remedies provided by law. If a Party does not resolve its alleged breach within thirty (30) days of the meeting pursuant to Section 16.1, the other Party shall have all rights and remedies provided by law, including without limitation the right to seek specific performance, injunctive relief, and writs, and also to seek damages. Nothing herein will operate to prevent either party from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either Party from any promise or obligation herein, nor shall it release either Party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by a party. The prevailing or substantially prevailing party shall be awarded its reasonable attorney fees and costs.

17. Miscellaneous Provisions.

17.1. Code Citations. All citations and references to the Redmond Zoning Code or "RZC" and Redmond Municipal Code or "RMC" in this Agreement shall refer to those provisions in force as of the Effective Date of this Agreement.

17.2. Recording. A memorandum of this Agreement shall be recorded with the King County Department of Records and Elections in substantially the same form as **Exhibit C**. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors in interest and assigns.

17.3. Amendments. Amendments to this Agreement shall be governed by Section 5.4 above.

17.4. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the signatory Parties and their successors and assigns, as stated in Section 15. No other person or entity shall have any right of action based on any provision in this Agreement, and no other person or entity shall have any third-party beneficiary status, except as conveyed or assigned by Owner.

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17.5. Governing Law - Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue for any litigation under this Agreement shall be King County Superior Court.

17.6. Notices. All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

City of Redmond:

Attention: Carol Helland Director of Planning Community Development
P.O. Box 97010
Mail Stop: 4SPL
Redmond, WA 98073-9710
chelland@redmond.gov

Owner:

[insert]

And to Owner's Attorney:

Tharsis Law, P.S.
Attn: Jacquie Quarré
323 26th Ave
Seattle, WA 98122
jacquie@tharsis.land

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three (3) days after being placed in the United States Mail, properly addressed and postage prepaid or upon personal delivery.

17.7. Full Understanding – Construction. The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents. This Agreement is a contract that shall be interpreted to give effect to the intent of both Parties, in accordance with contract law.

17.8. Attorney's Fees. If either Party institutes litigation against the other Party to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in such litigation.

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17.9. Severability. If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

17.10. Counterparts. This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

17.11. Equal Opportunity to Participate in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that such Party drafted the ambiguous language, and neither Party's interpretation of the Agreement shall be entitled to deference.

17.12. Exhibits. This Agreement includes the following Exhibits:

Exhibit A – Legal Description

Exhibit B – Master Planned Development including any subsequent amendments

Exhibit C – Memorandum of Agreement

17.13. Final and Complete Agreement. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Property. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects relating to the development of the Property. Neither Party

is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

17.14. Effect of Expiration or Termination. The City and Owner may at any time during the Term, as provided for in Section 4, decide to terminate the Agreement, provided that both Parties agree in writing to termination of the Agreement. Upon expiration of the Term or sooner termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect. An Application under Section 5.1 that vested during the Term of this Agreement shall remain vested after expiration of the Term or termination of this Agreement.

[Signature and acknowledgement pages follow]

DRAFT

[Add signature page]

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Exhibit A

Legal Description of Property

The Property referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOT 1, OF CITY OF REDMOND SHORT PLAT NO. SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO. 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO. SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO. 8202190622, IN KING COUNTY, WASHINGTON;

DRAFT

EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO. 8302240792; ALSO

EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E. BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO. 20080731001810; ALSO

EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO. 20190702001341.

Exhibit B

Master Planned Development

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R22

MASTER PLANNED DEVELOPMENT



VICINITY MAP



SHEET INDEX

SHEET NO.	SHEET NAME
G0.01	COVER SHEET
G1.01	MASSING AND SITE PLANNING
C2.00	COMPOSITE SITE PLAN
C3.00	COMPOSITE TRANSPORTATION PLAN
C3.10	TYPICAL SECTIONS
C3.11	TYPICAL SECTIONS
C4.00	COMPOSITE UTILITY PLAN
C6.00	COMPOSITE STORM DRAINAGE PLAN
L101	OPEN SPACE PLAN
L201	LANDSCAPE PLAN
L301	TREE PRESERVATION PLAN
A0.01	SITE PLAN - EXISTING
A0.02	OVERALL SITE PLAN
A0.03	PHASING PLAN

SURVEY:

SURVEY SHEET 1 OF 7
SURVEY SHEET 2 OF 7
SURVEY SHEET 3 OF 7
SURVEY SHEET 4 OF 7
SURVEY SHEET 5 OF 7
SURVEY SHEET 6 OF 7
SURVEY SHEET 7 OF 7

SHEETS INCLUDED FOR REFERENCE:

EXH-1 - SHARED ACCESS PLAN - FINAL CONDITION
EXH-2 - COMPOSITE TRANSPORTATION PLAN FINAL CONDITIONS
EXH-3 - COMPOSITE UTILITIES PLAN FINAL CONDITIONS
EXH-4 - TRAFFIC SIGNAL PLAN
EXH-5 - TRAFFIC SIGNAL POLE PLACEMENT DETAILS

PROJECT INFORMATION

PROJECT NAME: R22 - MASTER PLAN

PROJECT ADDRESS: 3050 152ND AVE NE, REDMOND WA, 98052

PROJECT DESCRIPTION: THE PROPOSED PROJECT CONSISTS OF TWO MIXED-USE BUILDINGS TO BE CONSTRUCTED ON DIVIDED LOTS FROM THE EXISTING PARCEL. R22 PHASE I IS PROPOSED WITH (5) STORIES OF TYPE III CONSTRUCTION OVER (3) STORIES OF TYPE I CONSTRUCTION ON 2.45 ACRES. R22 PHASE II IS PROPOSED WITH (5) STORIES OF TYPE III CONSTRUCTION OVER (3)STORIES OF TYPE I CONSTRUCTION ON 2.59 ACRES. THE MASTER PLAN INCLUDES UP TO 800 UNITS (400 UNITS IN EACH PHASE), STRUCTURED PARKING, RESIDENT AMENITY SPACES, AND GROUND-FLOOR COMMERCIAL.

PROPERTY DESCRIPTION: THE R22 PROJECT IS LOCATED ON A 5.34 ACRE SITE AT 3050 152ND AVE NE IN REDMOND, WASHINGTON. THE SITE CONSISTS OF A FORMER MICROSOFT OFFICE STRUCTURE THAT IS CENTERED ON THE SITE, SURROUNDED BY A LARGE PARKING LOT AND EVERGREEN TREES. THE SITE IS ADJACENT TO SR 520 TO THE NORTH, AND THE MICROSOFT CAMPUS TO THE EAST AND NORTH EAST. TO THE SOUTH IS A SENIOR LIVING FACILITY, AS WELL THE ESTERRA PARK DEVELOPMENT THAT CONTAINS 11 DIFFERENT APARTMENT, OFFICE AND HOSPITALITY BUILDINGS. THE SITE IS ALSO ADJACENT TO THE NEW OVERLAKE VILLAGE LIGHTRAIL STATION TO THE WEST, AND PEDESTRIAN BRIDGE THAT CROSSES OVER 520.

THE SITE SLOPES UP FROM THE SOUTH WEST CORNER TO THE NORTH EAST CORNER, WITH APPROXIMATELY 50' OF GRADE CHANGE OVER THE COURSE OF THE SITE. ACCESS TO THE SITE CONSISTS OF THREE CURB CUTS FROM THE MAJOR ARTERIALS. THE FIRST IS AT THE SOUTH WEST CORNER ALONG 152ND AVE NE, THE SECOND IS AT THE MID SPAN OF 152ND AS IT RUNS SOUTH WEST TO NORTH EAST, AND THE THIRD IS AT THE NORTH EAST CORNER OF THE SITE ON NE 31ST ST. THE THIRD CURB CUT ALLOWS ACCESS TO THE ADJACENT MICROSOFT PARKING GARAGE TO THE EAST OF THE SITE. THIS ACCESS WILL BE MAINTAINED BY THE PROJECT FOR MICROSOFT EMPLOYEES.

THE SITE MAJORLY CONSISTS OF ASPHALT PARKING, INTERSPERSED WITH PLANTING STRIPS THAT CONSISTS OF VARIOUS VEGETATION INCLUDING LANDSCAPING SHRUBS AND SMALL DECORATIVE MAPLE TREES. TO THE BACK OF THE SITE THERE ARE AREAS OF LANDSCAPE THAT CONSIST OF GRASSES AND OTHER VARIOUS LOW LANDSCAPED PLANTINGS. THE SITE HAS FENCING WHERE IT ABUTS THE NEIGHBORING SENIOR LIVING FACILITY. THE SITE HAS EXISTING POWER, WATER, SEWAGE AND STORM WATER INFRASTRUCTURE THAT CONNECTS TO 152ND AVE AND NE 31ST ST.

JURISDICTION: CITY OF REDMOND

PROPOSED USE: MIXED USE - RESIDENTIAL USES (DWELLIING UNITS & COMMON AMENITIES), NON RESIDENTIAL USES (TARGETING FOOD & BEVERAGE; POTENTIAL OTHER USES - RETAIL SALES AND/OR BUSINESS & SERVICE)

NO. OF RESIDENTIAL UNITS: PHASE I - 365 PHASE II - 364 TOTAL - 729 — UNIT COUNTS AND AREAS ARE NOTED PER SITE PLAN ENTITLEMENT DRAWINGS FOR EACH PHASE. THE MASTER PLAN INCLUDES UP TO 800 UNITS (400 UNITS IN EACH PHASE) AND UP TO 8,000 SF OF COMMERICAL SPACE (6,000 SF IIN PHASE I AND 2,000 SF IN PHASE II).

NON-RESIDENTIAL AREA: PHASE 1 - 5,560 SF PHASE II - 1,975 SF TOTAL - 7,535 SF

PARCEL NUMBER: 0673100010

LEGAL DESCRIPTION: SECTION 04 1S 3E, TL 600 5.34 ACRES

EXISTING SITE AREA: GROSS SITE AREA 232,761 SF (5.34 ACRES)
NET SITE AREA 220,009 SF (5.05 ACRES)(AFTER ROW DEDICATION)

PROPOSED SITE AREA: 220,009 SF, 5.05 ACRES

GROSS BUILDING AREA: 1,122,592 SF (INCLUDING BOTH PHASES)

BUILDING FOOTPRINT: 149,422 SF (INCLUDING BOTH PHASES)

LAND USE ZONING: OVERLAKE BUSINESS AND ADVANCED TECHNOLOGY ZONE (OBAT)

DESIGN DISTRICT: CIVIC NEIGHBORHOOD

OCCUPANCY GROUP: **R-2, S-2, A-2 & M**

TYPE OF CONSTRUCTION: TYPE IA AND TYPE IIIA, FULLY SPRINKLERED NFPA 13

PROJECT TEAM

OWNER:
AMERICAN CAPITAL GROUP
15 LAKE BELLEVUE DRIVE, SUITE 200
BELLEVUE, WA 98005
CONTACT: DAVID SINNETT
E-MAIL: DSINNETT@ACG.COM
PHONE: 425.709.7242

DEVELOPMENT MANAGER:
AMERICAN CAPITAL GROUP | DEVELOPMENT
15 LAKE BELLEVUE DRIVE, SUITE 200
BELLEVUE, WA 98005
CONTACT: ADAM BEHRMAN
E-MAIL: ABEHRMAN@ACG.COM
PHONE: 206.867.2293

ARCHITECT:
AMERICAN CAPITAL GROUP | DESIGN
15 LAKE BELLEVUE DRIVE, SUITE 200
BELLEVUE, WA 98005
CONTACT: ANNA LANCASTER
E-MAIL: ALANCASTER@ACG.COM
PHONE: 425.667.1286

CIVIL ENGINEER:
KPFF
1601 5TH AVE, SUITE 1600
SEATTLE, WA 98101
CONTACT: MONICA REGAN
E-MAIL: MONICA.REGAN@KPFF.COM
PHONE: 206.622.5822

ARBORIST
LAYTON TREE CONSULTING, LLC
PO BOX 572
SNOHOMISH, WA 98291
CONTACT: BOB LAYTON
E-MAIL: BOB@LAYTONTREECONSULTING.COM
PHONE: 425.220.5711

LANDSCAPE ARCHITECT:
SHAPIRO DIDWAY
1204 SE WATER AVE, SUITE 21
PORTLAND, OR 97214
CONTACT: JACOB KUCHARSKI
E-MAIL: JACOB@SHAPIRODIDWAY.COM
PHONE: 503.232.0520

ELECTRICAL:
HAGGARD ELECTRICAL CONTRACTORS
415 MAPLE AVENUE
SNOHOMISH, WA 98290
CONTACT: AARON JOHNSON
EMAIL: AARONJ@HAGGARDELECTRIC.COM
PHONE: 360.668.9361

TRAFFIC:
TENW
520 KIRLAND WAY, SUITE 100
KIRKLAND, WA 98291
CONTACT: GLEN DUBREUIL
EMAIL: DUBREUIL@ TENW.COM
PHONE: 206.295.6776

SURVEYOR:
HARMSEN, LLC
2822 COLBY AVE, SUITE 300
EVERETT, WA 98201
CONTACT: MATT SCHNEIDERS
EMAIL:
PHONE: 425.252.1884

GEOTECH:
EARTH SOLUTIONS NW
15365 NE 90TH ST, SUITE 100
REDMOND, WA 98052
CONTACT: KEVEN HOFFMAN
E-MAIL: KEVENH@ESNW.COM
PHONE: 425.449.4704

ACG Design
A division of American Capital Group
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

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23003881 REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY AG,JM
CHECKED BY AG

DRAWING SET DATE
11/13/2025

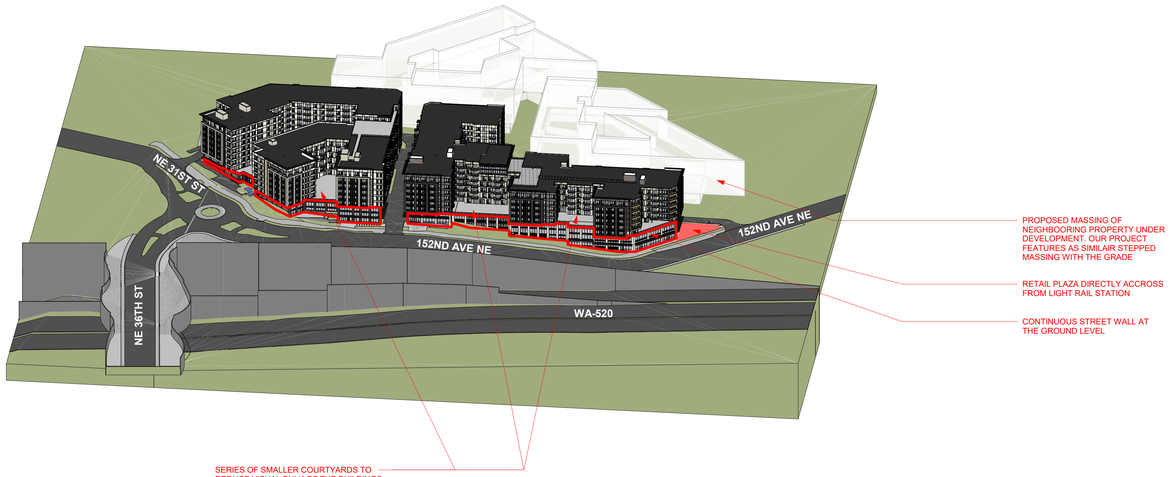
DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
COVER SHEET

G0.01

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HEIGHT AND BULK STUDY



SUN SHADING STUDY

NORTH

AUTUMNAL EQUINOX	WINTER SOLSTICE	VERNAL EQUINOX	SUMMER SOLSTICE
SEPT 21	*DEC 21*	*MAR 21*	*JUN 21*
10 AM	10 AM	10 AM	10 AM
12 AM	12 AM	12 AM	12 AM
3 PM	3 PM	3 PM	3 PM

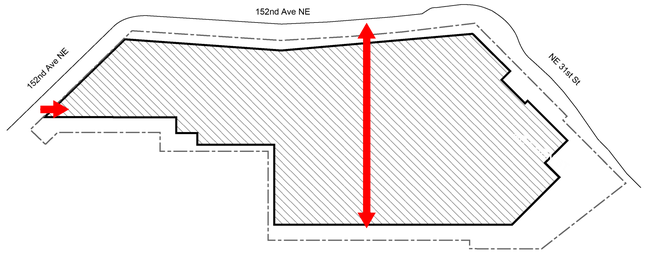
DESIGN INTENT NARRATIVE

THE PROJECT IS LOCATED AT A PROMINENT INTERSECTION OR CONNECTION NODE. IT IS RIGHT ACROSS THE STREET FROM THE OVERLAKE VILLAGE LIGHT RAIL STATION, IT IS JUST NORTH OF THE ESTERRA PARK DEVELOPMENT, IT IS AT THE ENTRY TO MICROSOFT'S CAMPUS, AND IT IS HIGHLY VISIBLE FROM 520. BECAUSE OF THIS PROMINENT LOCATION THE PROJECT IS THOUGHT OF AS A LANDMARK PROJECT WHILE STILL MATCHING THE SCALE OF NEW NEARBY COMMERCIAL AND MULTIFAMILY DEVELOPMENTS. ALONG 152ND AND 31ST STREETS THE PROJECT FEATURES SEVEN ENDCAPS BETWEEN THE TWO BUILDINGS THAT CREATE ARCHITECTURAL EMPHASIS WHEN VIEWED FROM VARIOUS ANGLES, BUT ALSO TO HELP BREAK DOWN THE SCALE AND APPEAR IN SOME WAYS AS 7 SMALLER BUILDINGS INSTEAD OF 2 LARGER BUILDINGS.

THE PROJECT ACHIEVES A CAREFUL BALANCE OF CREATING A PROMINENT AND INTERESTING DESIGN OF THESE HIGHLY VISIBLE CORNERS, WHILE MAINTAINING A HIGH-QUALITY PEDESTRIAN EXPERIENCE FOR SOMEONE WALKING OR BIKING ALONG 152ND OR 31ST STREETS. AT THE GROUND LEVEL THE PROJECT CREATES AS CONTINUOUS A STREET WALL AS POSSIBLE GIVEN EXISTING UTILITY EASEMENTS TO ENHANCE PEDESTRIAN EXPERIENCE. THE SIGNIFICANT GRADE CHANGE ON THE SITE IS MITIGATED BY FOCUSING BUILDING ENTRIES AND PEDESTRIAN AREAS (RETAIL AND MAIN RESIDENTIAL LOBBIES) AT SIGNIFICANT LOCATIONS WHERE WE CAN HAVE AREAS WITH FLATTER TOPOGRAPHY FOR ACCESSIBLE BUILDING ACCESS. IN AREAS WHERE DIRECT ACCESS FROM THE STREET INTO THE BUILDING IS NOT POSSIBLE DUE TO THE GRADE THE BUILDING STILL HAS A HIGHLY TRANSPARENT FAÇADE ACCENTED WITH BRICK AND OTHER HIGH-QUALITY MATERIALS.

THE PROJECT IS TARGETING LEED SILVER AND WILL COMPLY WITH REDMOND'S AND WASHINGTON STATE'S ENERGY CODE AND GREEN BUILDING REQUIREMENTS.

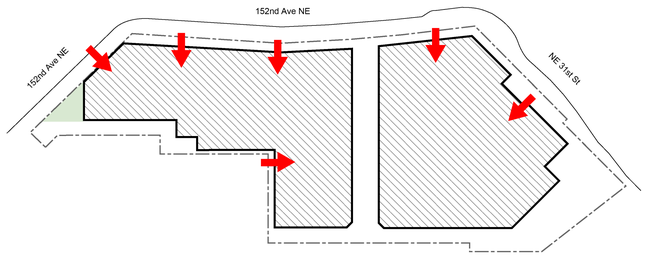
SITE PLANNING CONCEPT DRAWINGS



1 The mass indicates the buildable area of the site based on existing utility easements and fire access around the site.

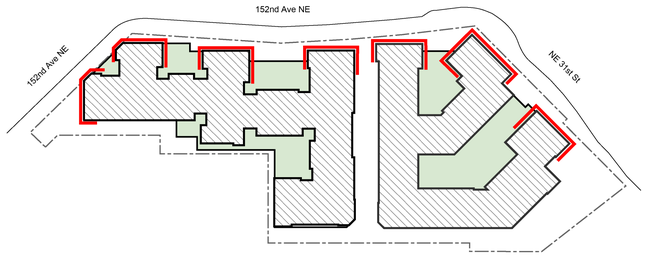
Site is bisected to provide access road for vehicle access, fire, trash, and loading off the street and to create two smaller buildings closer to the scale of the neighborhood.

On the southwest corner of the site (left) across from the light rail station the building is pushed back to add a retail plaza.



2 Areas of the building above the podium are carved away to create a series of smaller courtyards that open to the street.

These courtyards provide light into the units, but also break down the scale of the buildings from the street and allow the buildings to read as a series of smaller buildings and create a pedestrian friendly environment



3 Carving away to create the courtyards informs the architectural expression. The two buildings have seven "feature endcaps" that use distinct architectural elements to give the buildings an identity.

ACG Design
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Bellevue, Washington 98005

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23003881 REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

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SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD

3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY DD,MH
CHECKED BY AG,JM

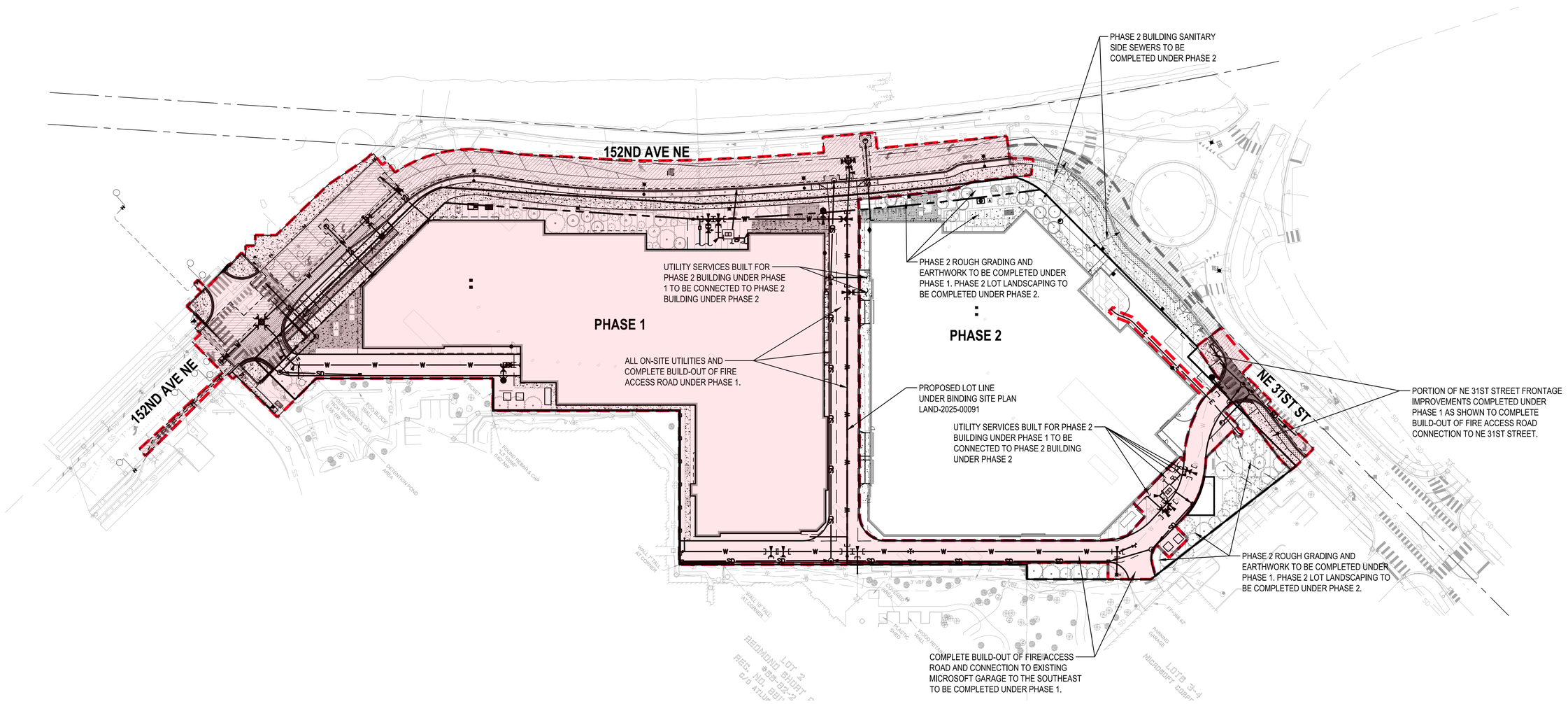
DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
MASSING AND SITE PLANNING

G1.01

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



ALL ON-SITE ROADWAY, UTILITIES, AND GRADING WILL BE COMPLETED UNDER PHASE 1. TEMPORARY CONSTRUCITON EASEMENT SHALL BE GRANTED TO PHASE 1 LOT BY PHASE 2 LOT FOR WORK IN PHASE 2 LOT. PHASE 1 WORK IN THE RIGHT-OF-WAY CONSISTS OF THE MAJORITY OF THE 152ND AVE NE FRONTAGE AND A PORTION OF THE NE 31ST STREET FRONTAGE AS IS SHOWN IN THE PHASING PLAN.

PHASE 1
PHASE 2

0 25' 50' 100'
1 inch = 50 feet

NO.	DATE	BY	CHD.	APPR.	REVISION
6	12/05/2025	DJF	MDR	JSF	CYCLE #4 MPD PERMIT CORRECTIONS
5	11/13/2025	DJF	MDR	JSF	CYCLE #3 MPD PERMIT CORRECTIONS
3	09/29/2025	DJF	MDR	JSF	CYCLE #2 MPD PERMIT CORRECTIONS
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 MPD PERMIT CORRECTIONS
1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No.:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

JEREMY S. FRIDUS STATE OF WASHINGTON 39847 REGISTERED PROFESSIONAL ENGINEER
12/05/2025

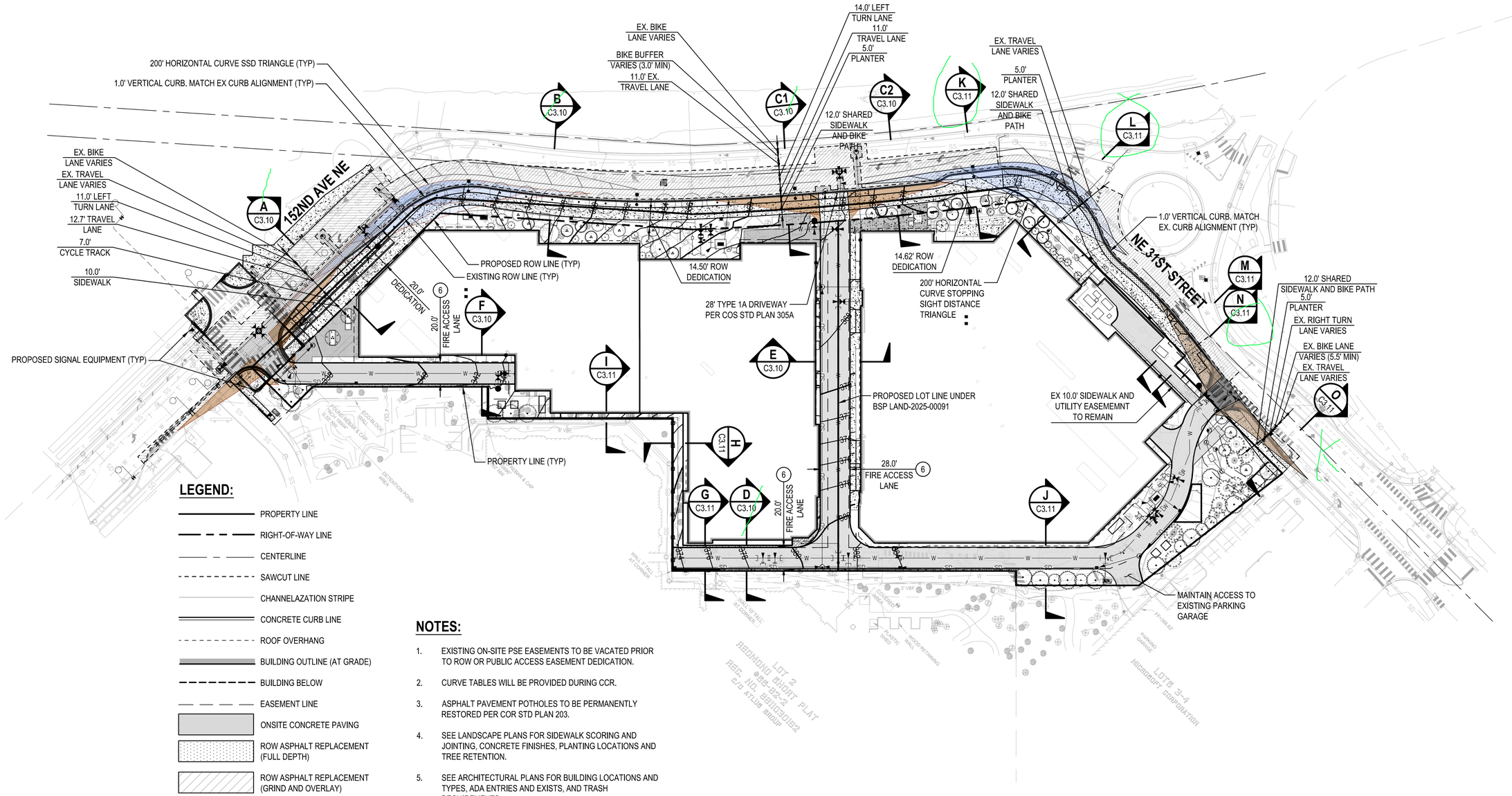
REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE SITE PLAN

SHEET
C2.00

Dec 05, 2025 - 4:11pm Dylanf Z:\2400001-2409999\2400818 Building 22\C4ID\Design\00 - MPD\B22 C2.00 PHASE PLAN.dwg

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SAWCUT LINE
- CHANNELAZATION STRIPE
- CONCRETE CURB LINE
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING BELOW
- EASEMENT LINE
- ONSITE CONCRETE PAVING
- ROW ASPHALT REPLACEMENT (FULL DEPTH)
- ROW ASPHALT REPLACEMENT (GRIND AND OVERLAY)
- CONCRETE SIDEWALK
- SIGHT DISTANCE TRIANGLE
- PROPOSED STREET LIGHT

NOTES:

1. EXISTING ON-SITE PSE EASEMENTS TO BE VACATED PRIOR TO ROW OR PUBLIC ACCESS EASEMENT DEDICATION.
2. CURVE TABLES WILL BE PROVIDED DURING CCR.
3. ASPHALT PAVEMENT POTHOLES TO BE PERMANENTLY RESTORED PER COR STD PLAN 203.
4. SEE LANDSCAPE PLANS FOR SIDEWALK SCORING AND JOINTING, CONCRETE FINISHES, PLANTING LOCATIONS AND TREE RETENTION.
5. SEE ARCHITECTURAL PLANS FOR BUILDING LOCATIONS AND TYPES, ADA ENTRIES AND EXISTS, AND TRASH REQUIREMENTS.

(6) EMERGENCY VEHICLE ACCESS EASEMENT TO SPAN ENTIRE ROADWAY WIDTH. EASEMENTS TO BE RECORDED PRIOR TO CCR ISSUANCE.

7. ASPHALT PAVEMENT TRENCH RESTORATION (GRIND AND OVERLAY) PER COR STANDARD DETAIL 202.

0 25' 50' 100'
1 inch = 50 feet

NO.	DATE	BY	CHD.	APPR.	REVISION
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1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

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12/08/2025

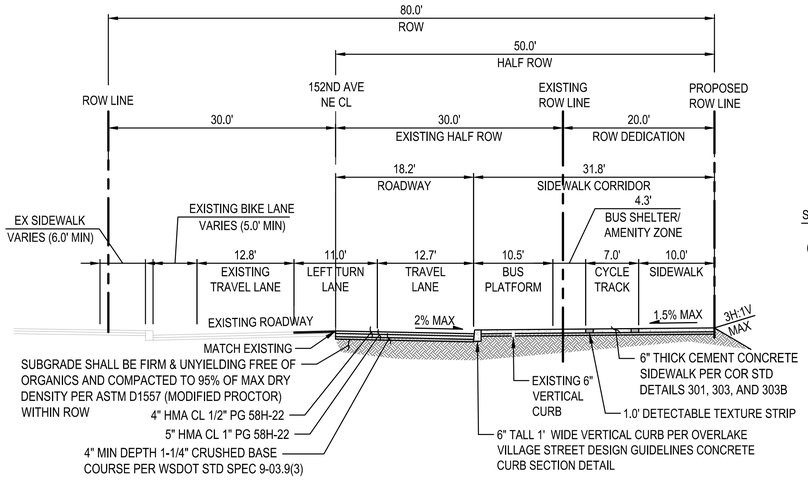
REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE TRANSPORTATION PLAN

SHEET
C3.00

Dec 08, 2025 - 2:21pm Dylanf Z:\240001-2409999\240818 Building 22\CAD\Design\00 - MPD\B22 C3.00 TRANSPO OV.dwg

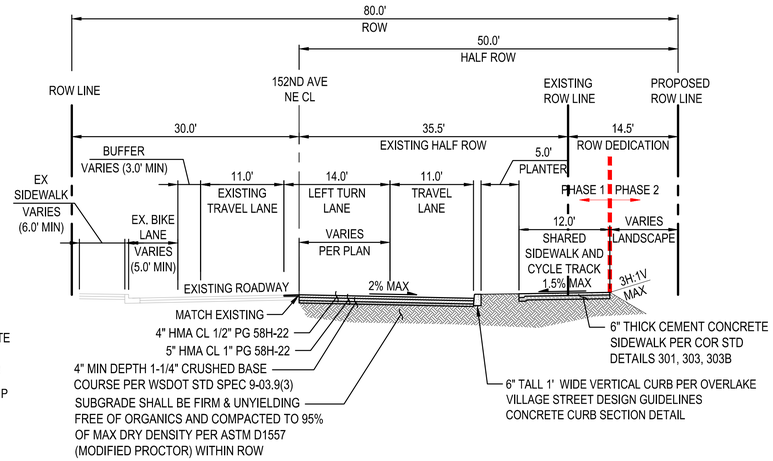
NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



152ND AVE NE (MINOR ARTERIAL)
(RETAIL STREET SECTION 1 SW OF HORIZONTAL CURVE)

A — C3.00

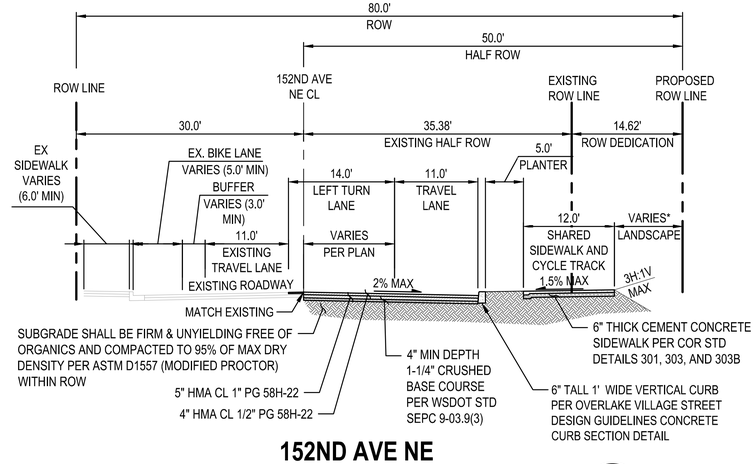
1' = 10"



152ND AVE NE
(MINOR ARTERIAL I)

B — C3.00

1' = 10"



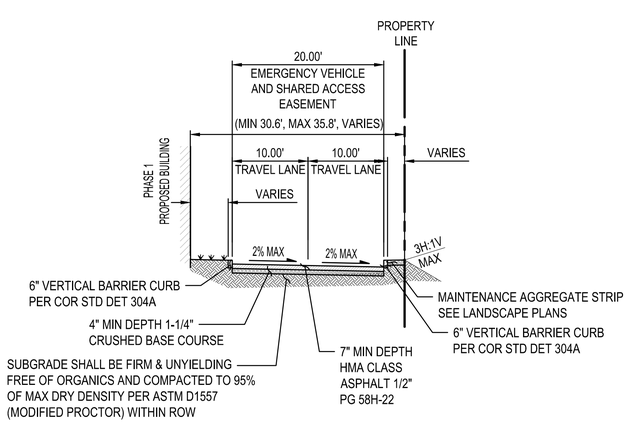
152ND AVE NE
(MINOR ARTERIAL I)

C1, C2 — C3.00

1' = 10"

*PROPOSED LANDSCAPING IMPROVEMENTS ADJACENT TO PHASE 1 BUILDING (SECTION C1)

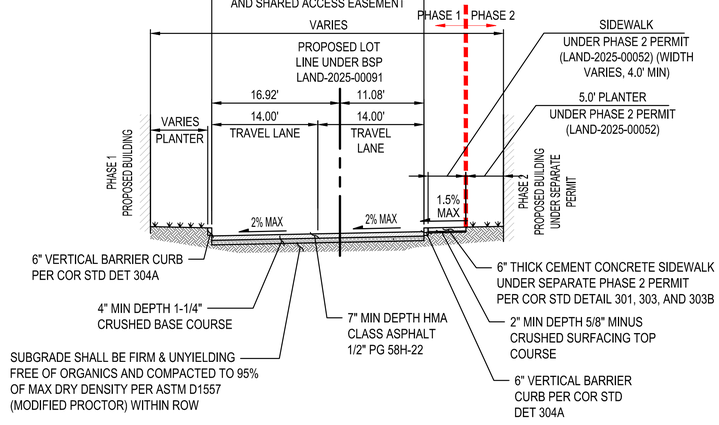
*PROPOSED LANDSCAPING IMPROVEMENTS ADJACENT TO PHASE 2 BUIDLING (SECTION C2)
UNDER SEPARATE PERMIT



SOUTH FIRE APPARATUS ACCESS AND DRIVEWAY

D — C3.00

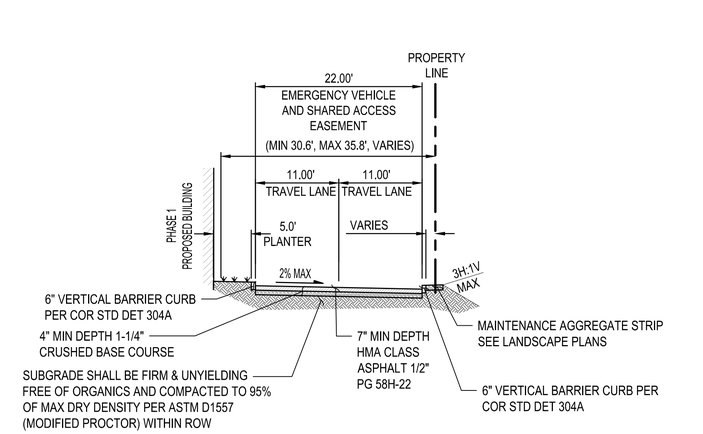
1' = 10"



CENTRAL FIRE APPARATUS ACCESS AND DRIVEWAY

E — C3.00

1' = 10"



WEST FIRE APPARATUS ACCESS AND DRIVEWAY

F — C3.00

1' = 10"

IF THE EXISTING PAVEMENT DEPTH AND MATERIAL DOES NOT MEET THE REQUIREMENT PER COR STD 301 ON NE 31ST ST AND ON 152ND AVE NE, THE EXISTING PAVEMENT DEPTH AND MATERIAL WILL NEED TO BE REBUILT TO MEET THE REQUIREMENTS PER COR STD 301.

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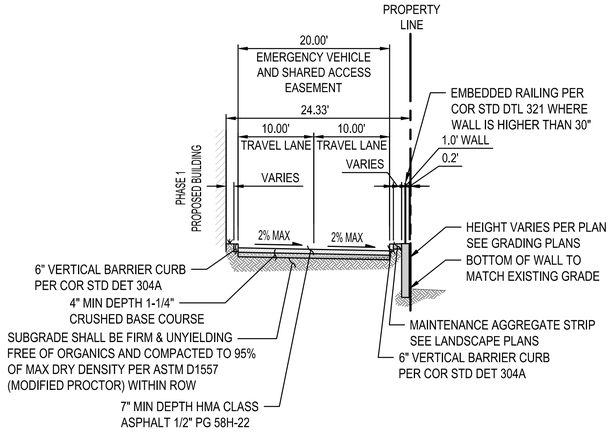
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12/08/2025

REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

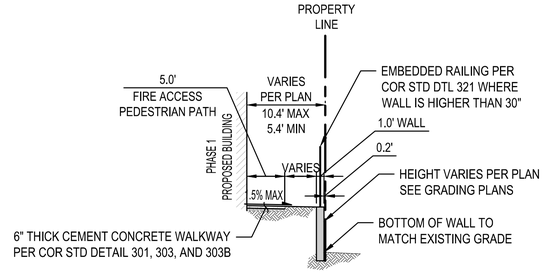
TYPICAL SECTIONS

SHEET
C3.10

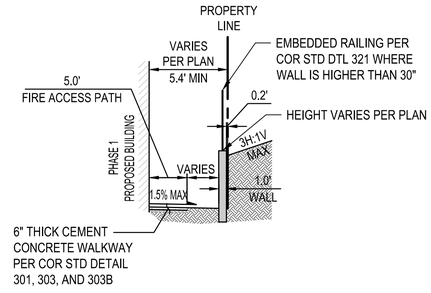
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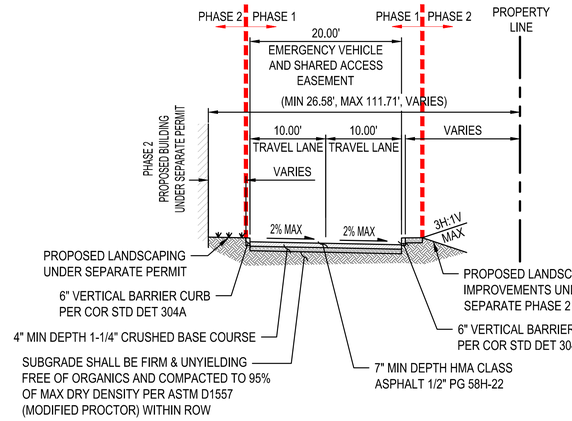
SOUTH FIRE APPARATUS ACCESS AND DRIVEWAY — G — C3.00
1" = 10'



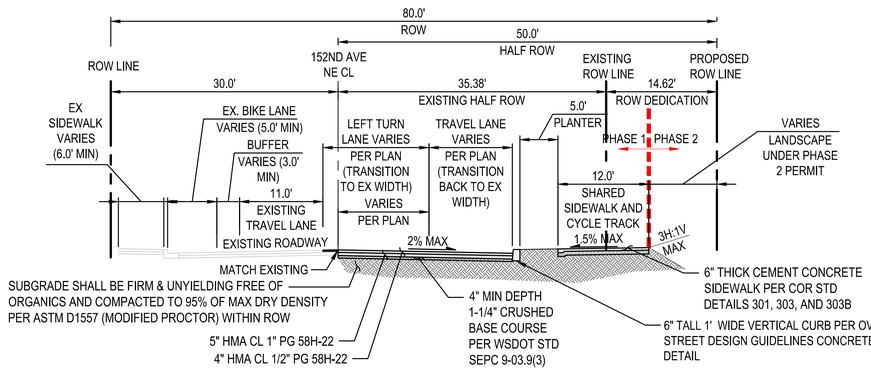
SOUTH FIRE ACCESS PATHWAY — H — C3.00
1" = 10'



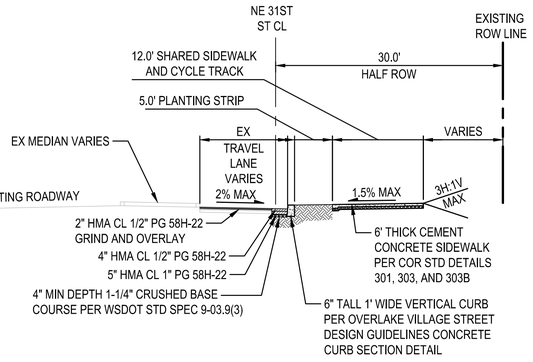
SOUTH FIRE ACCESS PATHWAY — I — C3.00
1" = 10'



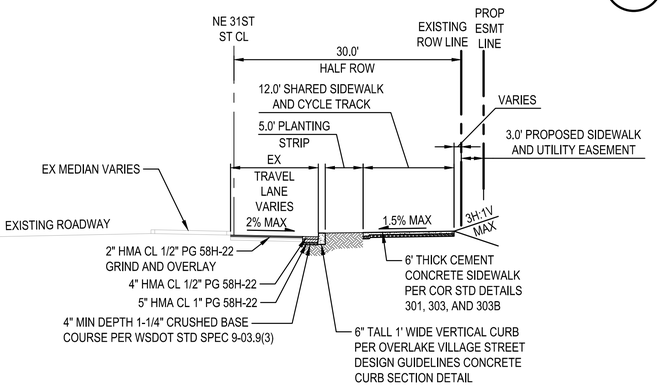
SOUTH FIRE APPARATUS ACCESS AND DRIVEWAY — J — C3.00
1" = 10'



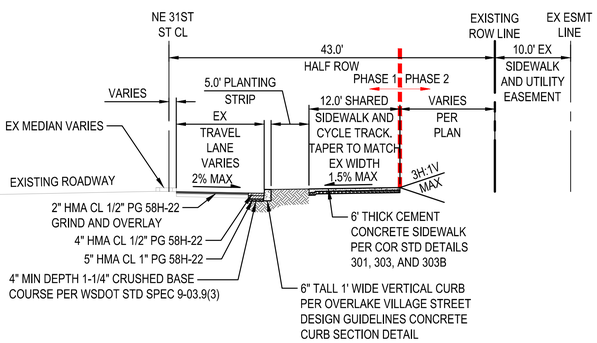
152ND AVE NE (MINOR ARTERIAL I) — K — C3.00
1' = 10'



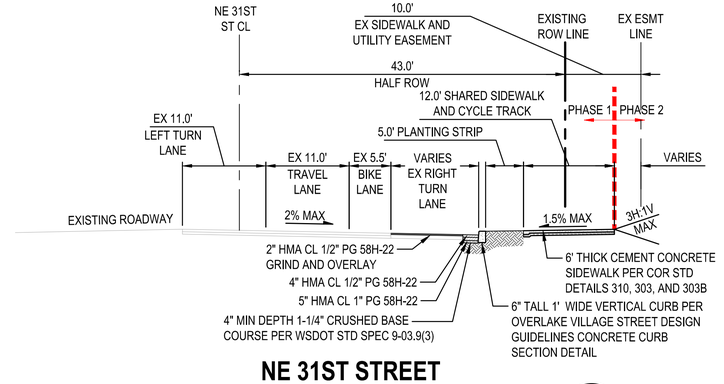
NE 31ST STREET (MINOR ARTERIAL I) — L — C3.00
1' = 10'



NE 31ST STREET (MINOR ARTERIAL I) — M — C3.00
1' = 10'



NE 31ST STREET (MINOR ARTERIAL I) — N — C3.00
1" = 10'



NE 31ST STREET (MINOR ARTERIAL I) — O — C3.00
1' = 10'

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1	02/24/2025	DJF	MDR	JSF	MPD SUBMITTAL

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CHECKED BY | APPROVED BY
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12/08/2025

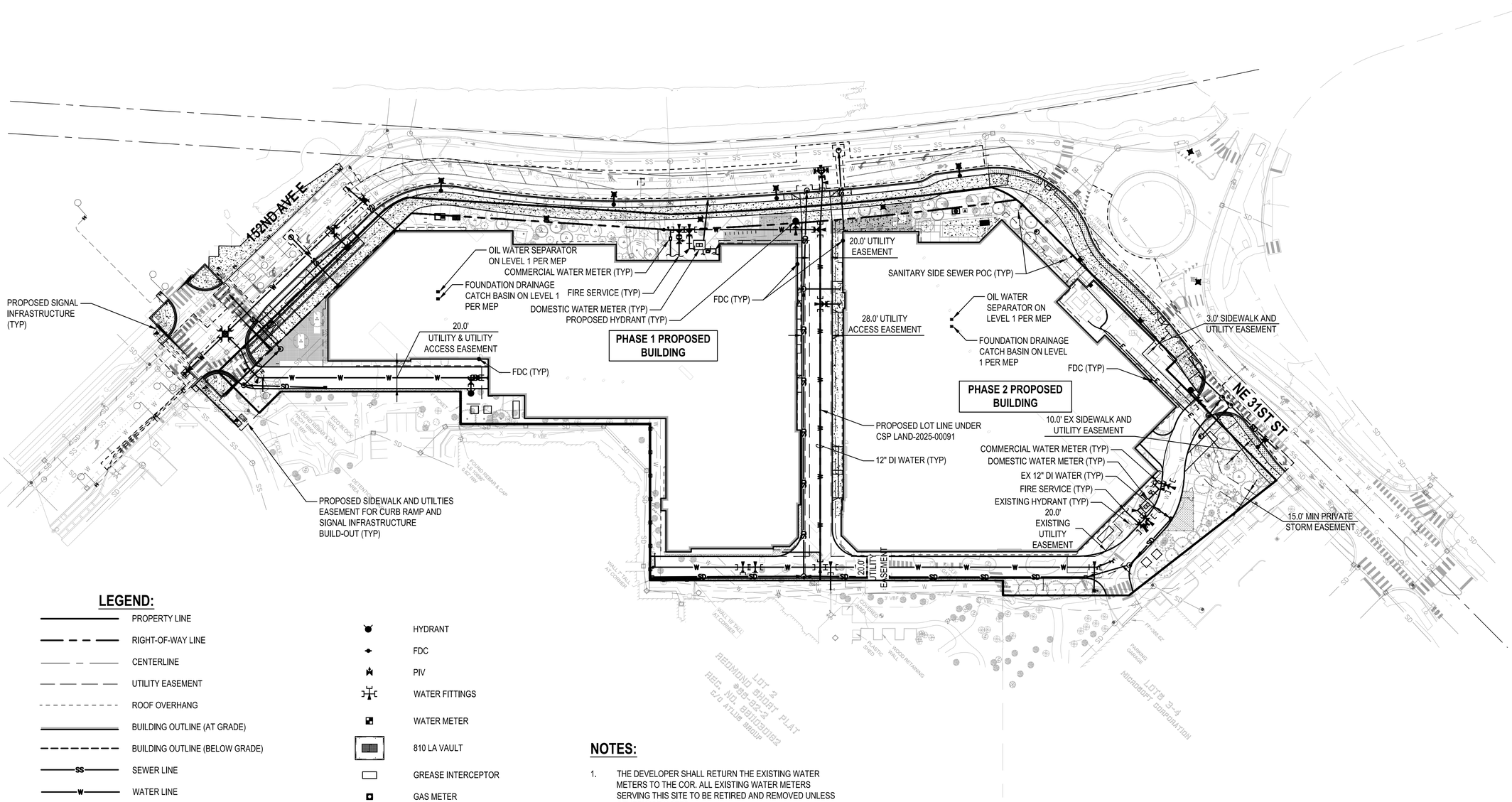
REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
3050 152ND AVE NE, REDMOND, WA 98052

TYPICAL SECTIONS

SHEET
C3.11

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NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- UTILITY EASEMENT
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING OUTLINE (BELOW GRADE)
- SS — SEWER LINE
- W — WATER LINE
- FS — FIRE SERVICE LINE
- E — ELECTRICAL LINE
- G — GAS LINE
- ELECTRICAL DUCT BANK
- CLEANOUT
- SSMH
- HYDRANT
- FDC
- PIV
- WATER FITTINGS
- WATER METER
- 810 LA VAULT
- GREASE INTERCEPTOR
- GAS METER

NOTES:

1. THE DEVELOPER SHALL RETURN THE EXISTING WATER METERS TO THE COR. ALL EXISTING WATER METERS SERVING THIS SITE TO BE RETIRED AND REMOVED UNLESS OTHERWISE NOTED.
2. THE DEVELOPER SHALL REMOVE ALL EXISTING WATER MAINS AND FIRE HYDRANTS WITHIN THE DEVELOPMENT AND RELINQUISH THE EXISTING WATER MAIN AND FIRE HYDRANT EASEMENTS UNLESS OTHERWISE NOTED.

(3) RETIRE EXISTING HYDRANT SERVICE. CONTRACTOR SHALL COORDINATE WITH COR INSPECTOR FOR ALL ABANDONING, CAPPING, AND REMOVAL OF COR'S WATER SERVICE AS INDICATED.

0 25' 50' 100'
1 inch = 50 feet

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12/05/2025

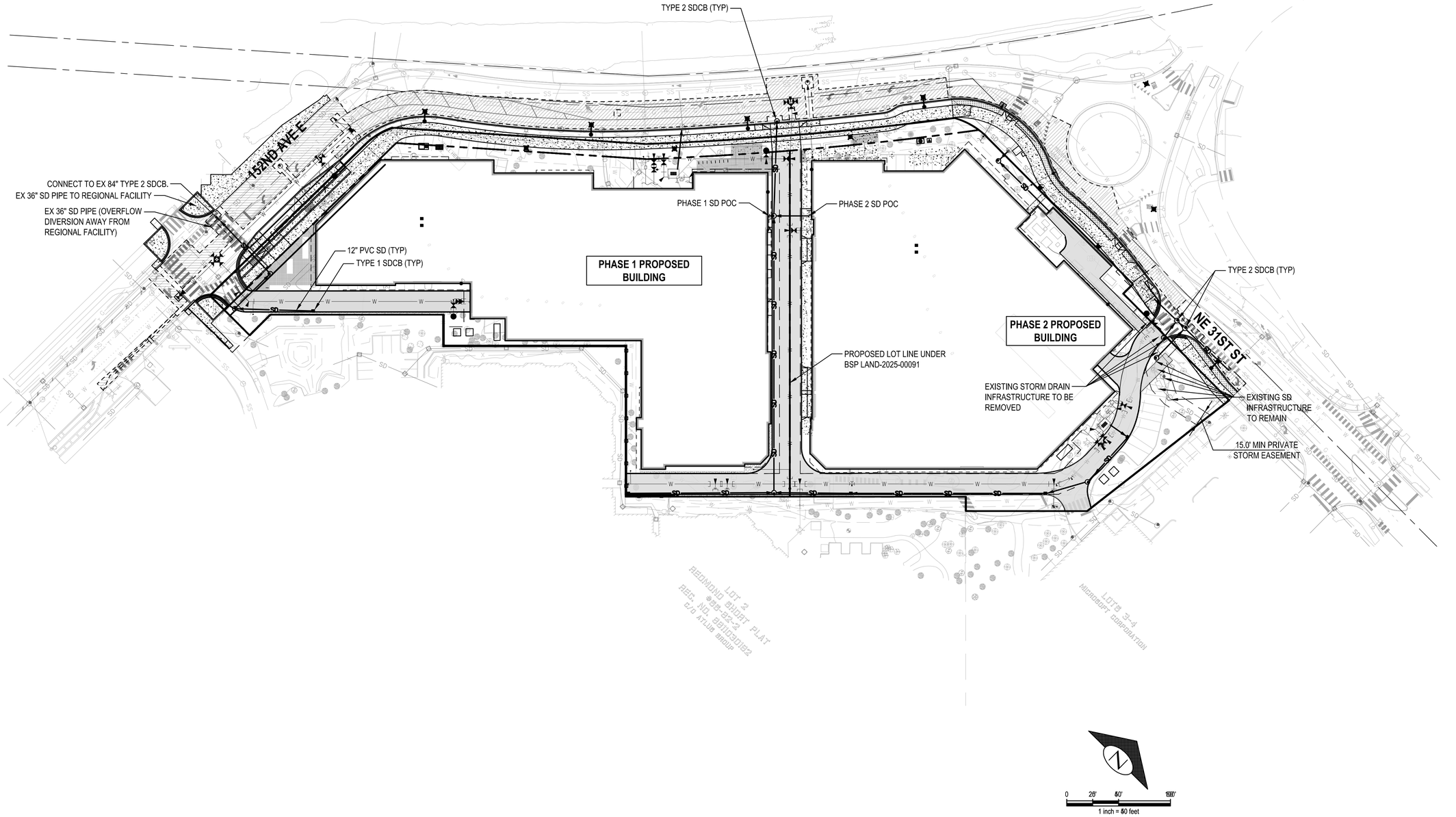
REDMOND BUILDING 22 MASTER PLAN DEVELOPMENT
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COMPOSITE UTILITY PLAN

SHEET
C4.00

Dec 05, 2025 - 4:13pm Dylanf Z:\240001-240999\240818 Building 22\CAD\Design\00 - MPD\B22 C4.00 UT OV.dwg

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



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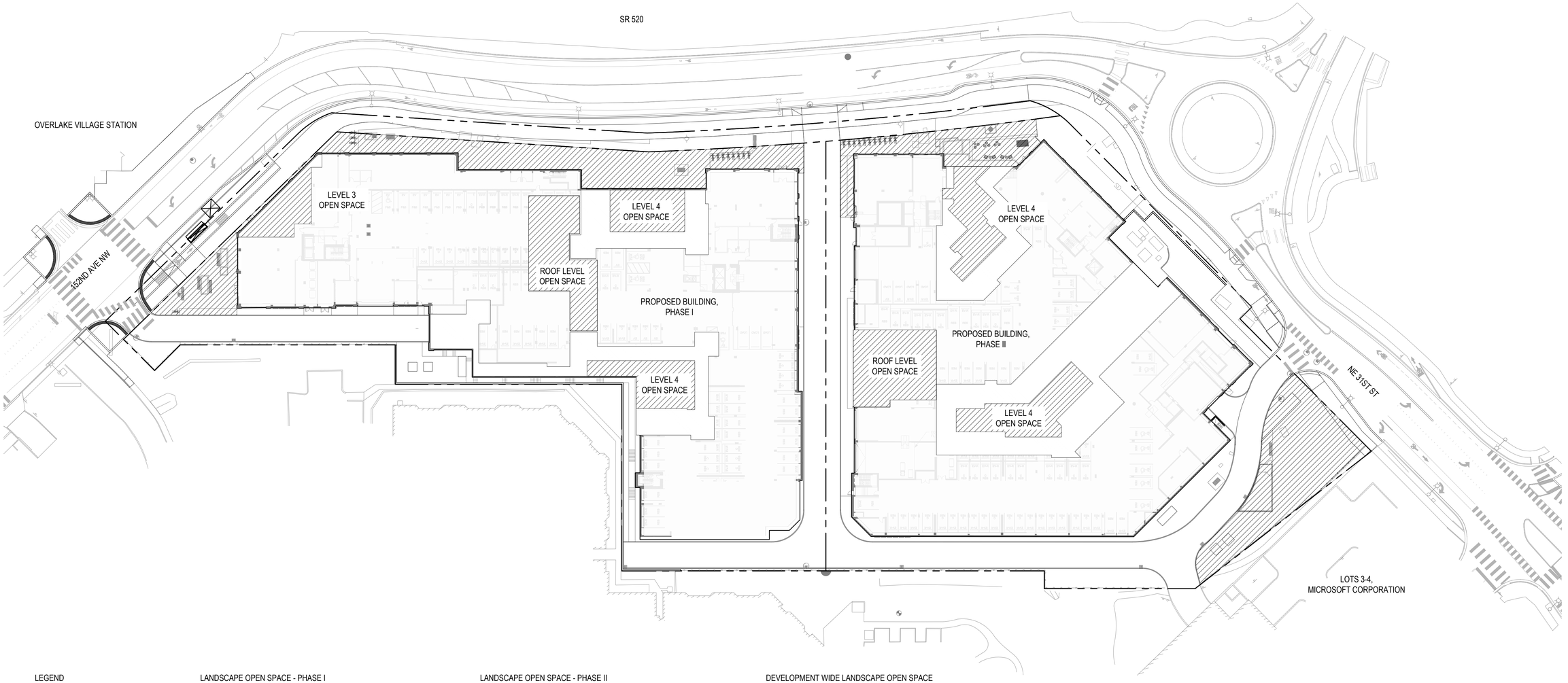
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STATE OF WASHINGTON
28947
REGISTERED
PROFESSIONAL ENGINEER
12/05/2025

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3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE STORM DRAINAGE PLAN

SHEET
C6.00

Dec 05, 2025 - 4:13pm DyfanF Z:\2400001-2409999\2400818 Building 22\CAD\Design\00 - MPD\822 C6.00 SD OV.dwg



LEGEND

OUTDOOR OPEN COMMON SPACE

LANDSCAPE OPEN SPACE - PHASE I

REQUIRED COMMON OPEN SPACE AREA (OUTDOOR + INDOOR) = 6.25% GROSS RESIDENTIAL FLOOR AREA

= 0.0625 X 341,709 = 21,356 SF REQUIRED

MIN. 65% OF TOTAL REQUIRED COMMON OPEN SPACE MUST BE OUTDOOR

MIN. REQUIRED OUTDOOR COMMON OPEN SPACE = 0.65 X 21,356 = 13,881 SF

PROPOSED OUTDOOR COMMON SPACE AT LEVEL 01 = 9,870 SF
PROPOSED OUTDOOR COMMON SPACE AT LEVEL 03 AND 04 = 5,612 SF
PROPOSED OUTDOOR COMMON SPACE AT ROOF LEVEL = 3,755 SF

PROPOSED OUTDOOR COMMON OPEN SPACE FOR PHASE I = 19,237 SF

MAX. 35% OF REQUIRED COMMON OPEN SPACE CAN BE INDOOR AMENITY SPACE

MAX. PROPOSED INDOOR AMENITY SPACE FOR CALCULATION = 0.35 X 21,356 = 7,474 SF
PROPOSED INDOOR AMENITY SPACE = 18,201 SF

TOTAL PROPOSED COMMON OPEN SPACE = PROPOSED OUTDOOR COMMON OPEN SPACE + INDOOR AMENITY SPACE

= 19,237 SF + 7,474 SF = 26,711 SF

PROPOSED COMMON OPEN SPACE PER UNIT = 26,304 SF / 365 = 73 SF PER UNIT

LANDSCAPE OPEN SPACE - PHASE II

REQUIRED COMMON OPEN SPACE AREA (OUTDOOR + INDOOR) = 6.25% GROSS RESIDENTIAL FLOOR AREA

= 0.0625 X 349,222 = 21,826 SF REQUIRED

MIN. 65% OF TOTAL REQUIRED COMMON OPEN SPACE MUST BE OUTDOOR

MIN. REQUIRED OUTDOOR COMMON OPEN SPACE = 0.65 X 21,826 = 14,187 SF

PROPOSED OUTDOOR COMMON SPACE AT LEVEL 01 = 9,937 SF
PROPOSED OUTDOOR COMMON SPACE AT LEVEL 04 = 4,938 SF
PROPOSED OUTDOOR COMMON SPACE AT ROOF LEVEL TERRACE = 3,626 SF

TOTAL PROPOSED OUTDOOR COMMON OPEN SPACE FOR PHASE II = 18,501 SF

MAX. 35% OF REQUIRED COMMON OPEN SPACE CAN BE INDOOR AMENITY SPACE

MAX. PROPOSED INDOOR AMENITY SPACE FOR CALCULATIONS = 0.35 X 21,826 = 7,639 SF
PROPOSED INDOOR AMENITY SPACE = 15,087 SF

TOTAL PROPOSED COMMON OPEN SPACE = PROPOSED OUTDOOR COMMON OPEN SPACE + INDOOR AMENITY SPACE

= 18,501 SF + 7,639 SF = 26,140 SF

PROPOSED COMMON OPEN SPACE PER UNIT = 26,247 SF / 364 = 72 SF PER UNIT

DEVELOPMENT WIDE LANDSCAPE OPEN SPACE

PER 21.36.400 / F RESIDENTIAL COMMON OPEN SPACE DESIGN STANDARDS

DEVELOPMENT-WIDE OPEN SPACE WILL BE DESIGNED TO ACHIEVE THE FOLLOWING DESIGN REQUIREMENTS

1. **PROVIDE VISUAL RELIEF FROM THE MASSING OF DEVELOPMENT**
   SITE PERIMETER LANDSCAPE WILL BE DEVELOPED WITH A THREE-TIER VEGETATION STRATEGY USING A MIXTURE OF TREES, SHRUBS, AND GROUNDCOVER TO BOTH GROUND THE BUILDING TO ITS CONTEXT AND PROVIDE VISUAL INTEREST FROM OUTSIDE AND WITHIN THE PROJECT SITE.
2. **SERVE THE RECREATIONAL NEEDS OF RESIDENTS OF THE DEVELOPMENT.**
   THE DISTRIBUTION OF OPEN SPACE THROUGHOUT THE SITE AND ACROSS DIFFERENT BUILDING LEVELS OFFERS A VARIETY OF OPPORTUNITIES FOR USERS TO ACCESS OUTDOOR AMENITIES THAT SUPPORT BOTH SOCIAL AND PASSIVE PROGRAMS.
3. **PROVIDE OPEN SPACE THAT IS CENTRALLY LOCATED AND ADJACENT TO A MAJORITY OF THE RESIDENCES.**
   FOR EASY ACCESSIBILITY TO ALL USERS THE PROPOSED OPEN SPACE EXTENDS ALONG THE GROUND LEVEL BUILDING PERIMETER AND AT MULTIPLE COURTYARDS ON THE FOURTH AND ROOF BUILDING LEVELS.
4. **CREATE A PARK THAT IS OPEN AND ACCESSIBLE FOR USE BY THE SURROUNDING NEIGHBORHOOD.**
   SOCIAL GATHERING SPACES ARE PROPOSED THROUGHOUT THE SITE OPEN SPACE AT THE GROUND LEVEL ADJACENT THE RIGHT-OF-WAY. THESE SPACES WILL PROVIDE FIXED SEATING OPPORTUNITIES, TRANSIT SCHEDULE INFORMATION DUE TO THERE PROXIMITY TO LIGHT RAIL AND BUS STOPS, AND ACCESS TO PROPOSED RETAIL WITHIN THE PROJECT BUILDINGS.
5. **PROVIDE HABITAT FOR WILDLIFE.**
   THE LANDSCAPE UTILIZES LARGE PLANTING AREAS THROUGHOUT THE SITE AND USES NATIVE AND ADAPTIVE PLANT SPECIES TO PROMOTE LOCAL ECOLOGICAL FUNCTION. THE PLANTING DESIGN WILL AVOID USING MASS SINGLE SPECIES LAYOUTS TO ENCOURAGE VARIOUS TYPES OF HABITAT CONDITIONS SIMILAR TO A NATURAL SETTING.

N

01 LANDSCAPE OPEN SPACE PLAN

0 40 80 120 feet

SCALE: 1" = 40'

NO.	DATE	BY	CHD.	APPR.	REVISION
4	11/13/2025				CYCLE #3 MPD PERMIT CORRECTIONS
3	9/29/2025				CYCLE #2 MPD PERMIT CORRECTIONS
2	7/25/2025				CYCLE #1 MPD PERMIT CORRECTIONS
1	2/24/2025				MPD SUBMITTAL

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SCALE:

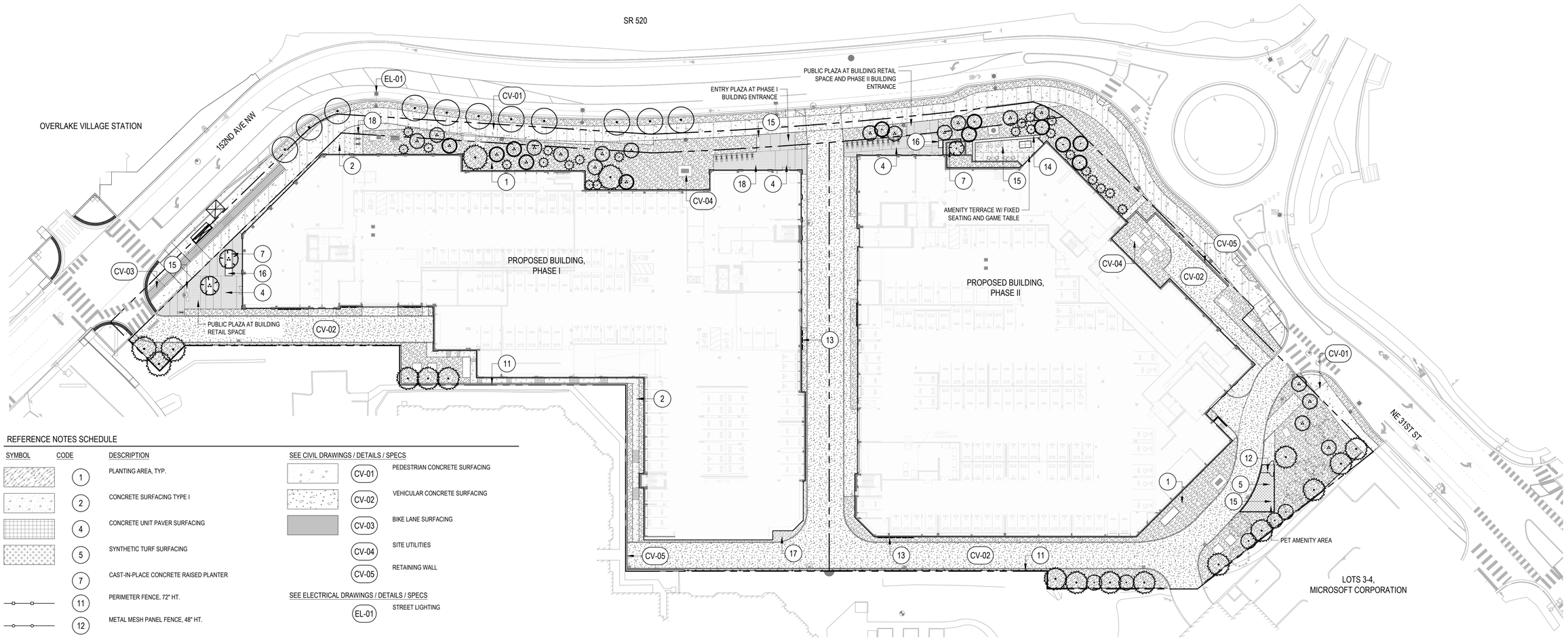
SHAPIRO DIDWAY
1204 SE Water Ave
Portland, Oregon 97214
+1 503 232 0520
www.shapirodidway.com

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT BLAIR L. DIDWAY CERTIFICATE NO. 1450

R22 - MPD
3050 152ND AVE NE, REDMOND, WA 98052

LANDSCAPE OPEN SPACE PLAN

SHEET
L101



REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION
	1	PLANTING AREA, TYP.
	2	CONCRETE SURFACING TYPE I
	4	CONCRETE UNIT PAVER SURFACING
	5	SYNTHETIC TURF SURFACING
	7	CAST-IN-PLACE CONCRETE RAISED PLANTER
	11	PERIMETER FENCE, 72" HT.
	12	METAL MESH PANEL FENCE, 48" HT.
	13	BUILDING MOUNTED VEGETATED CABLE TRELLIS SYSTEM
	14	BUILT-IN-BENCH SEATING
	15	FIXED SITE FURNISHINGS
	16	PLAZA WATER FEATURE
	17	MAINTENANCE AGGREGATE STRIP
	18	BICYCLE RACKS

SEE CIVIL DRAWINGS / DETAILS / SPECS

CV-01	PEDESTRIAN CONCRETE SURFACING
CV-02	VEHICULAR CONCRETE SURFACING
CV-03	BIKE LANE SURFACING
CV-04	SITE UTILITIES
CV-05	RETAINING WALL

SEE ELECTRICAL DRAWINGS / DETAILS / SPECS

EL-01	STREET LIGHTING

TREE SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME
TREES	
	ACER TRIFLORUM / THREE FLOWERED MAPLE
	AMELANCHIER ALNIFOLIA / SERVICEBERRY
	CALLITROPSIS NOOTKATENSIS 'GREEN ARROW' / GREEN ARROW NOOTKA CYPRESS
	CALLITROPSIS NOOTKATENSIS 'GREEN ARROW' / GREEN ARROW NOOTKA CYPRESS
	POPULUS TREMULOIDES / QUAKING ASPEN
	QUERCUS FRAINETTO 'FOREST GREEN' / FOREST GREEN OAK
	STEWARTIA MONADELPHA / TALL STEWARTIA
	THUJA PLICATA / WESTERN RED CEDAR

EXISTING TREE LEGEND

TREE TO BE RETAINED

N

01 LANDSCAPE PLAN

0 40 80 120 feet

SCALE: 1" = 40'

NO.	DATE	BY	CHD.	APPR.	REVISION
4	11/13/2025				CYCLE #3 MPD PERMIT CORRECTIONS
3	9/29/2025				CYCLE #2 MPD PERMIT CORRECTIONS
2	7/25/2025				CYCLE #1 MPD PERMIT CORRECTIONS
1	2/24/2025				MPD SUBMITTAL

DRAWN BY | DESIGNED BY

CHECKED BY | APPROVED BY

DATE

JOB No. :

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

SHAPIRO DIDWAY
1204 SE Water Ave
Portland, Oregon 97214
+1 503 232 0520
www.shapirodidway.com

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT BLAIR L. DIDWAY CERTIFICATE NO. 1660

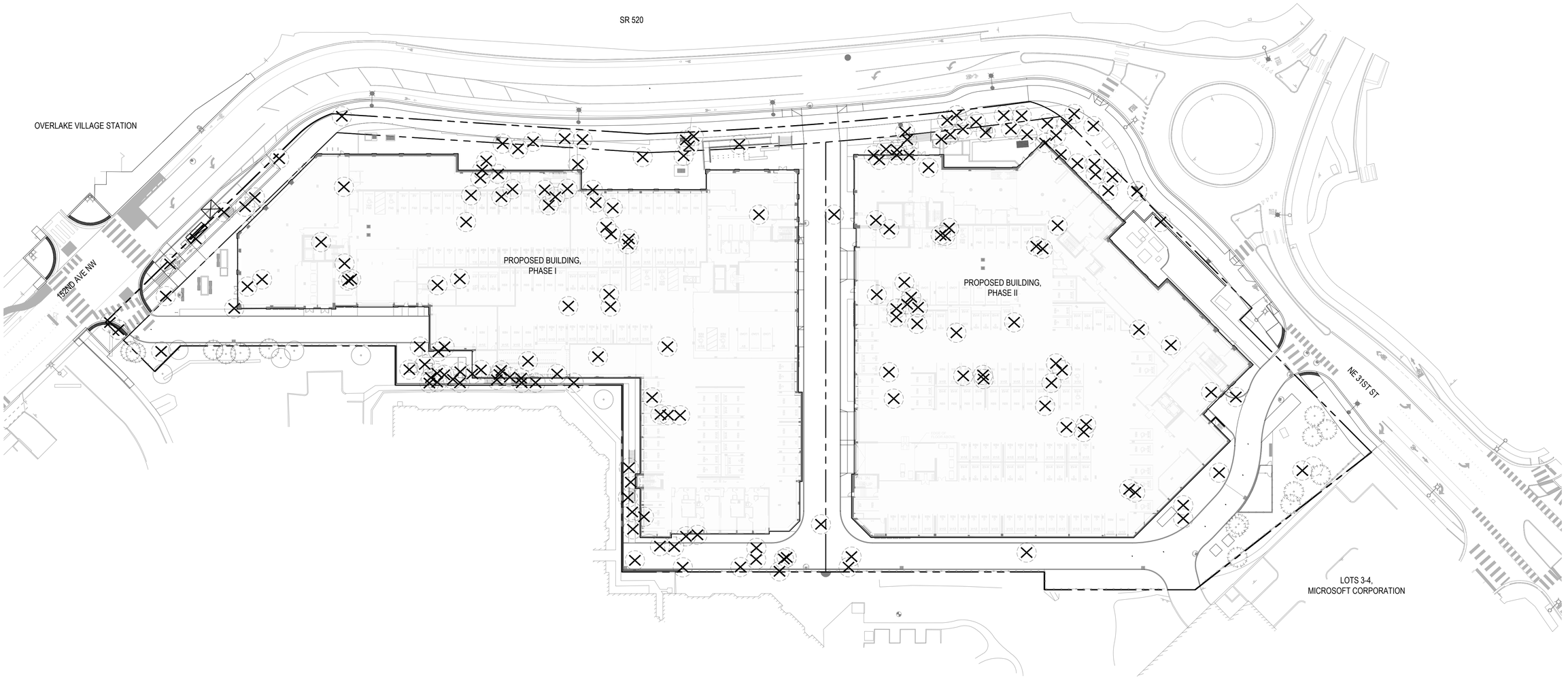
R22 - MPD

3050 152ND AVE NE, REDMOND, WA 98052

LANDSCAPE PLAN

SHEET

L201



EXISTING TREE LEGEND

- EVERGREEN TREE TO BE RETAINED
- DECIDUOUS TREE TO BE RETAINED
- TREE TO BE REMOVED
- OFF-SITE EVERGREEN TREE
- OFF-SITE DECIDUOUS TREE

PHASE I EXISTING TREE REMOVAL AND MITIGATION CALCULATIONS

	TOTAL PRESENT	TOTAL RETAINED	TOTAL REMOVED	MITIGATION REQUIRED
SIGNIFICANT TREES (6-30" DBH) ON SITE	85	0	85	YES
LANDMARK TREES (>30" DBH) ON SITE	14	0	14	YES
DEAD TREES ON SITE	7	0	7	NO
OFF-SITE TREES	13	13	0	NO

EXISTING SIGNIFICANT TREES RETENTION:

35% OF EXISTING SIGNIFICANT TREES ON SITE ARE NOT RETAINED. REFERENCE SHEET G1.00-1 FOR ADMINISTRATIVE DESIGN FLEXIBILITY REQUEST.

TREE MITIGATION REQUIREMENT CALCULATIONS:

NO. OF MITIGATION TREES REQUIRED IN PHASE I = [85X1] + [14X3] = 85 + 42 = 127 MITIGATION TREES REQUIRED

PHASE II EXISTING TREE REMOVAL AND MITIGATION CALCULATIONS

	TOTAL PRESENT	TOTAL RETAINED	TOTAL REMOVED	MITIGATION REQUIRED
SIGNIFICANT TREES (6-30" DBH) ON SITE	72	8	64	YES
LANDMARK TREES (>30" DBH) ON SITE	12	2	10	YES
DEAD TREES ON SITE	2	0	2	NO
OFF-SITE TREES	NONE SHOWN	NA	0	NO

EXISTING SIGNIFICANT TREES RETENTION:

35% OF EXISTING SIGNIFICANT TREES ON SITE ARE NOT RETAINED. REFERENCE SHEET G1.00-2 FOR ADMINISTRATIVE DESIGN FLEXIBILITY REQUEST.

TREE MITIGATION REQUIREMENT CALCULATIONS:

NO. OF MITIGATION TREES REQUIRED IN PHASE II = [64X1] + [10X3] = 64 + 30 = 94 MITIGATION TREES REQUIRED

TREE PROTECTION NOTES

A. PROTECT ALL TREES INDICATED TO REMAIN, INCLUDING BARK AND ROOT ZONES.
B. FENCING SHALL BE INSTALLED PER THE EXISTING TREE PRESERVATION AND REMOVAL PLAN. FINAL LAYOUT SHALL BE REVIEWED AND APPROVED BY THE PROJECT ARBORIST AND/OR LANDSCAPE ARCHITECT.
C. ALL WORK WITHIN THE TREE PROTECTION ZONE SHALL BE PERFORMED WITH HANDHELD TOOLS OR AIR SPADE.
D. EXCAVATION WITHIN THE TREE PROTECTION ZONE SHALL BE PERFORMED WITH HANDHELD TOOLS OR AIR SPADE. EXCAVATE THE MINIMUM AMOUNT NECESSARY TO ACCOMPLISH PURPOSE FOR EXCAVATION. ROOTS OVER 4" DIAMETER SHALL BE CUT BY THE PROJECT ARBORIST.
E. THE FOLLOWING IS PROHIBITED WITHIN THE ROOT PROTECTION ZONE OF EACH TREE OR OUTSIDE THE LIMITS OF THE DEVELOPMENT IMPACT AREA:
   - GROUND DISTURBANCE OR CONSTRUCTION ACTIVITY INCLUDING VEHICLE OR EQUIPMENT ACCESS (BUT EXCLUDING ACCESS ON EXISTING STREETS OR DRIVEWAYS)
   - STORAGE OF EQUIPMENT OR MATERIALS INCLUDING SOIL, TEMPORARY OR PERMANENT STOCKPILING, PROPOSED BUILDINGS, IMPERVIOUS SURFACES, UNDERGROUND UTILITIES, EXCAVATION OR FILL, TRENCHING OR OTHER WORK ACTIVITIES

E. PROTECTIVE FENCE SHALL BE INSTALLED BEFORE ANY GROUND DISTURBING ACTIVITIES INCLUDING CLEARING AND GRADING, OR CONSTRUCTION STARTS; AND SHALL REMAIN IN PLACE UNTIL FINAL INSPECTION.
F. SIGNAGE DESIGNATING THE PROTECTION ZONE AND PENALTIES FOR VIOLATIONS SHALL BE SECURED IN A PROMINENT LOCATION ON EACH PROTECTION FENCE.
G. TREE PROTECTION ZONE SHALL REMAIN FREE OF ALL CHEMICALLY INJURIOUS MATERIALS AND LIQUIDS.

N

01 TREE PRESERVATION PLAN

0 40 80 120 feet

SCALE: 1" = 40'

NO.	DATE	BY	CHD.	APPR.	REVISION
4	11/13/2025				CYCLE #3 MPD PERMIT CORRECTIONS
3	9/29/2025				CYCLE #2 MPD PERMIT CORRECTIONS
2	7/25/2025				CYCLE #1 MPD PERMIT CORRECTIONS
1	2/24/2025				MPD SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SHAPIRO DIDWAY
1204 SE Water Ave
Portland, Oregon 97214
+1 503 232 0520
www.shapirodidway.com

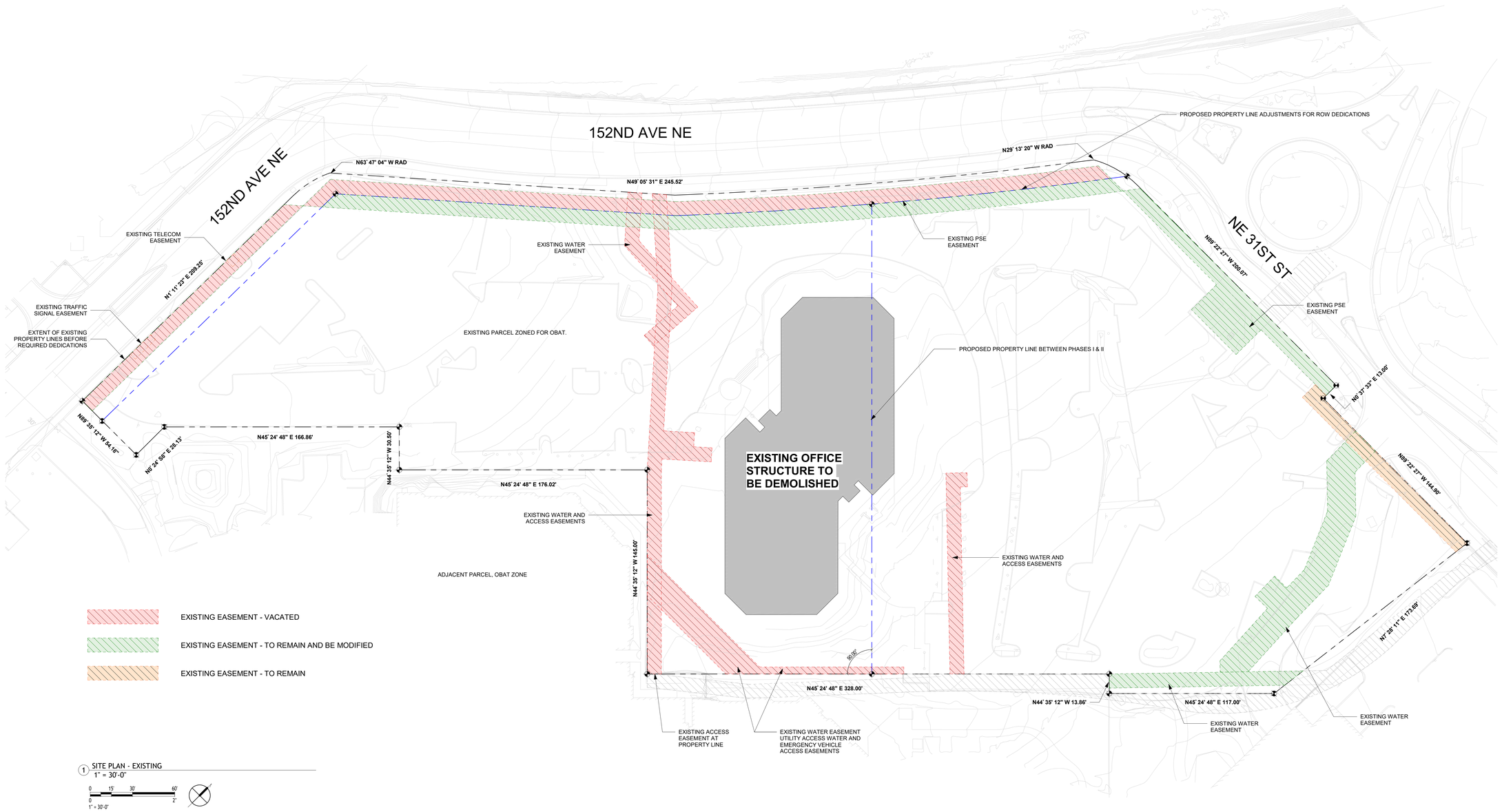
STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT BLAIR L. DIDWAY CERTIFICATE NO. 1662

R22 - MPD
3050 152ND AVE NE, REDMOND, WA 98052

TREE PRESERVATION PLAN

SHEET L301

ALL RIGHTS RESERVED. REPRODUCTION OR TRANSLATION OF ANY PART OF THIS WORK WITHOUT WRITTEN PERMISSION OF AMERICAN CAPITAL GROUP IS UNLAWFUL AND SUBJECT TO CRIMINAL PROSECUTION



1 SITE PLAN - EXISTING
1" = 30'-0"

0 15' 30' 60'
0 1" = 30'-0" 2"

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

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23003881
REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE, REDMOND, WA 98052

DRAWN BY JM
CHECKED BY AG

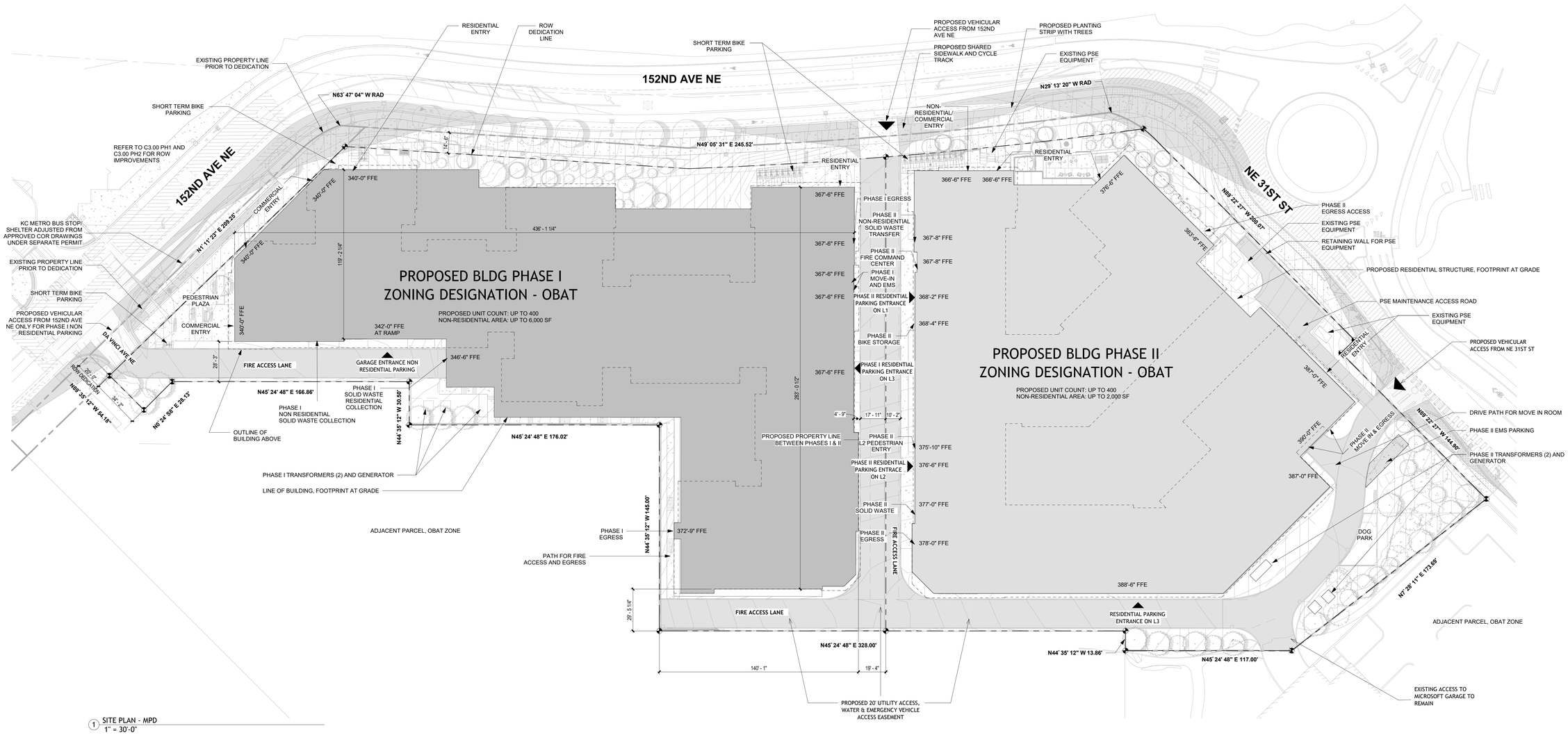
DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
SITE PLAN - EXISTING

A0.01

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1 SITE PLAN - MPD
1" = 30'-0"

0 15' 30' 60'
0 2'
1" = 30'-0"

OC
PHASE II

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23003881
REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	MPD SUBMITTAL
2	07/25/2025	CYCLE #1 MPD PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 MPD PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 MPD PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY JM
CHECKED BY AG

DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
OVERALL SITE PLAN

A0.02

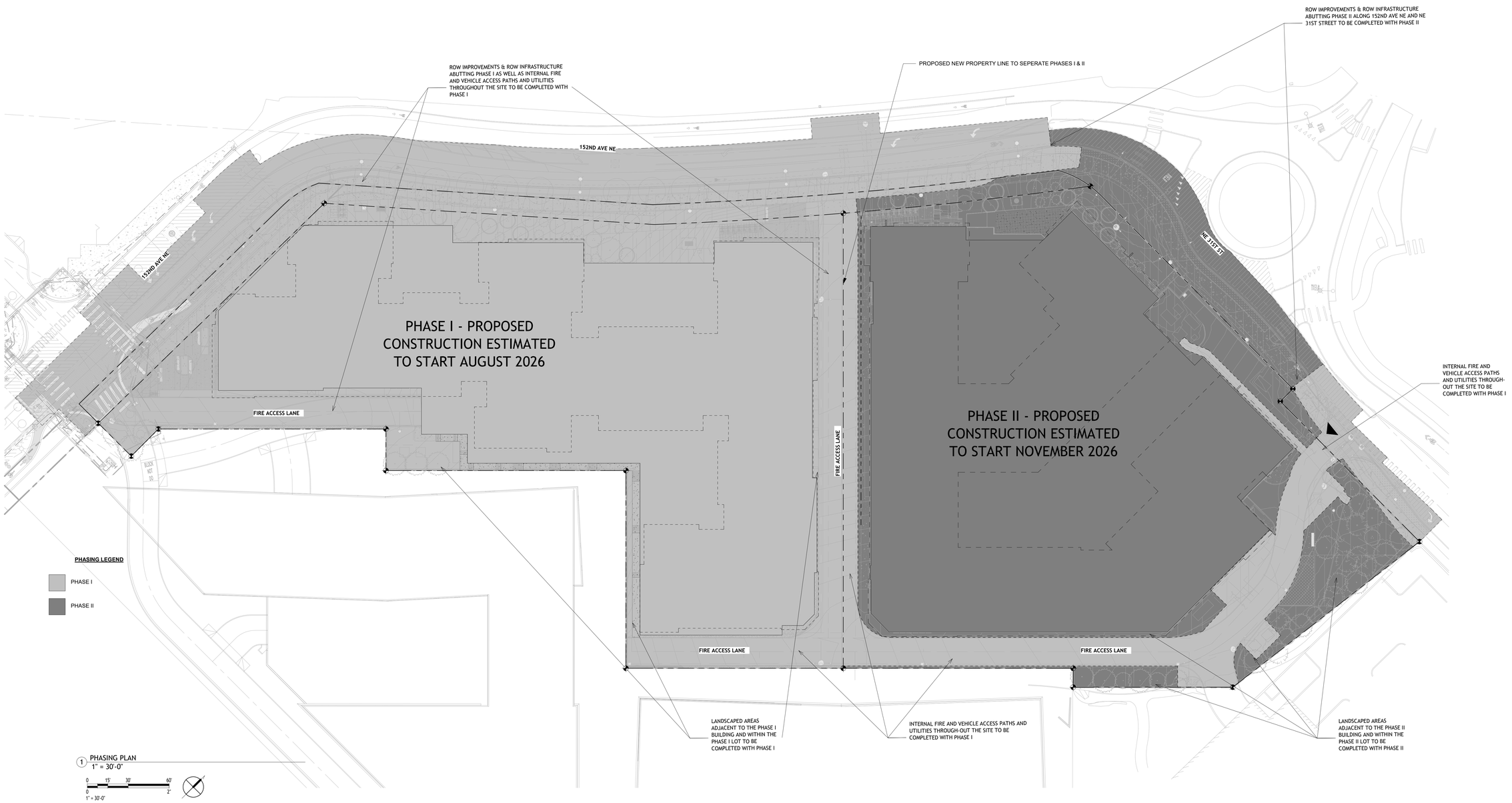
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PHASING NARRATIVE:

PHASE I IS ESTIMATED TO BEGIN CONSTRUCTION IN AUGUST 2026, AND WILL INCLUDE THE CONSTRUCTION OF THE ROW IMPROVEMENTS AND ACCOMPANYING INFRASTRUCTURE ABUTTING THAT LOT ALONG 152ND AVE NE. PHASE I WILL ALSO INCLUDE THE PROPOSED INTERNAL FIRE AND VEHICLE ACCESS ROADS AND UTILITIES THROUGHOUT THE SITE, WHICH WILL BE COMPLETED BEFORE WOOD FRAMING STARTS ON PHASE I.

PHASE II IS ESTIMATED TO BEGIN CONSTRUCTION IN NOVEMBER 2026, AND WILL CONNECT TO THE INSTALLED ROW UTILITIES THAT WERE CONSTRUCTED WITH PHASE I. IT WILL ALSO INCLUDE THE CONSTRUCTION OF THE ROW IMPROVEMENTS AND ACCOMPANYING INFRASTRUCTURE ABUTTING THAT LOT ALONG 152ND AVE NE AND NE 31ST STREET.

AFFORDABLE HOUSING FOR EACH PHASE WILL BE CONSTRUCTED IN SEQUENCE WITH THE MARKET RATE HOUSING UNITS.



1 PHASING PLAN
1" = 30'-0"

0 15' 30' 60'
0 2"
1" = 30'-0"

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23003881 REGISTERED ARCHITECT
ANNA GALLOWAY
STATE OF WASHINGTON

ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD

3050 152nd AVE NE, REDMOND, WA 98052

DRAWN BY JM
CHECKED BY AG

DRAWING SET DATE
11/13/2025

DRAWING SET TITLE
MASTER PLANNED DEVLOPMENT

TITLE
PHASING PLAN

A0.03

SHEET PRINTED 11/13/2025 2:02:53 PM

Autodesk Docs://2402 Redmond 22/2402_R22 - SITE_2024.rvt

A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.

LEGAL DESCRIPTION

PER ALTA COMMITMENT FOR TITLE INSURANCE FROM FIRST AMERICAN TITLE CO, OF WASHINGTON, COMMITMENT NUMBER WASHINGTON - 2021 V, 01.00 (07-01-2021), DATED JULY 15, 2024:

LOT 1, OF CITY OF REDMOND SHORT PLAT NO, SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO, 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO, SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO, 8202190622, IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO, 8302240792:

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E, BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO, 20080731001810;

ALSO EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO, 20190702001341.

BASIS OF BEARING

NAD 83/91 HOLDING CITY OF REDMOND HORIZONTAL CONTROL POINTS 3HS AND 3HSW.

SURVEY REFERENCES

R2 - RECORD OF SURVEY AFN 8308019003
SP - SHORT PLAT AFN 8841030192
RECORD OF SURVEY AFN 9012039008
R1 - RECORD OF SURVEY AFN 9111049013
R3 - RECORD OF SURVEY AFN 20070312900003
R - RECORD OF SURVEY AFN 20150330900017

HORIZONTAL DATUM

WASHINGTON STATE PLANE NORTH, NAD 83 (91-HARN)

VERTICAL DATUM

VERTICAL: NAVD 88 HOLDING CITY OF REDMOND VERTICAL CONTROL POINTS 9102 (ELEV = 380.02') AND 9101 (ELEV = 314.60')

SITE DATA

SITE ADDRESS:	3050 152ND AVE NE REDMOND, WA 98052
TAX PARCEL NUMBER:	0673100010
GROSS SITE AREA:	232,760 SF (5.34 ACRES)

PARKING SPACES

STANDARD:	303
HANDICAP:	8
TOTAL:	311

TITLE REPORT SPECIAL EXCEPTIONS

NOTE: SPECIAL EXCEPTIONS 1-13 & 38-42 ARE NOT SURVEY RELATED.

14. RESERVATIONS AND EXCEPTIONS, INCLUDING THE TERMS AND CONDITIONS THEREOF: (NOTHING TO SHOW ON MAP)
RESERVING: MINERALS
RESERVED BY: WEYERHAEUSER TIMBER COMPANY, A WASHINGTON CORPORATION
RECORDED: JANUARY 26, 1946
RECORDING INFORMATION: 3535512

DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED JULY 23, 1976 AS RECORDING NO. 7607230623 OF OFFICIAL RECORDS.

15. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS: (NOTHING TO SHOW ON MAP) (THIS EXCEPTION DOES NOT AFFECT THE SUBJECT PROPERTY)
RECORDED: AUGUST 6, 1954
RECORDING NO.: 4472558

16. CONDEMNATION IN KING COUNTY SUPERIOR COURT BY THE STATE OF WASHINGTON, OF RIGHTS OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR BY DECREE ENTERED APRIL 16, 1974, CAUSE NO, 737032. (NOTHING TO SHOW ON MAP)

17. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY RECORDED APRIL 17, 1979 AS RECORDING NO, 7904179005, IN KING COUNTY, WASHINGTON. (NOTHING TO SHOW ON MAP)

18. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: FEBRUARY 01, 1982
RECORDING INFORMATION: 8202010477
IN FAVOR OF: PUGET SOUND POWER AND LIGHT COMPANY
FOR: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: AS DESCRIBED THEREIN.

PARTIAL RELEASE OF SAID EASEMENT RECORDED JULY 15, 2019 UNDER RECORDING NO, 20190715000308.

19. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SHORT PLAT NO, SS-82-2 RECORDED FEBRUARY 19, 1982 AS RECORDING NO, 8202190622, IN KING COUNTY, WASHINGTON, (THIS IS THE ORIGINAL SHORT PLAT WHICH WAS AMENDED BY SHORT PLAT AFN 8811030192)

RELEASE OF EASEMENTS ON SAID SHORT PLAT RECORDED JUNE 26, 1990 AND JUNE 28, 1990 UNDER RECORDING NOS, 9006261652 AND 9006281240.

20. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (THIS EASEMENT GRANTS A 15' WIDE EASEMENT TO PSPL, CENTERED ON FACILITIES AS CONSTRUCTED ACROSS THE NORTHWEST 30' OF THE PROPERTY. (SHOWN ON MAP)
RECORDING DATE: SEPTEMBER 01, 1982
RECORDING INFORMATION: 8209010367
IN FAVOR OF: PUGET SOUND POWER AND LIGHT COMPANY
FOR: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: AS DESCRIBED THEREIN.

21. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "L.I.D. COVENANT" RECORDED SEPTEMBER 16, 1982 AS RECORDING NO, 8209160434 OF OFFICIAL RECORDS. (NOTHING TO SHOW)

TITLE REPORT SPECIAL EXCEPTIONS CONT.

22. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JANUARY 30, 1984
RECORDING INFORMATION: 8401300621
IN FAVOR OF: CITY OF REDMOND
FOR: WATER LINE
AFFECTS: AS DESCRIBED THEREIN.

23. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP - SIDEWALK EASEMENT NO, 3 HAS NO DESCRIPTION BUT IS DEPICTED IN THE NORTHWEST CORNER OF THE SITE ON RECORD OF SURVEY AFN 9111049013)
RECORDING INFORMATION: OCTOBER 22, 1984 UNDER RECORDING NO, 8410220743
FOR: IMPROVED INGRESS AND EGRESS
AFFECTS: AS DESCRIBED THEREIN

24. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SHORT PLAT NO, SS-82-2R RECORDED NOVEMBER 03, 1988 AS RECORDING NO, 8811030192, IN KING COUNTY, WASHINGTON. (SHOWN ON MAP)
SAID SHORT PLAT IS A REVISION OF KING COUNTY SHORT PLAT NO, SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO, 8202190622.

25. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JANUARY 24, 1989
RECORDING INFORMATION: 8901240348
IN FAVOR OF: CITY OF REDMOND
FOR: UNDERGROUND UTILITIES AND UNDERGROUND UTILITY PIPELINES
AFFECTS: AS DESCRIBED THEREIN.

26. CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY , RECORDED NOVEMBER 4, 1991 UNDER RECORDING NO, 9111049013 OF SURVEYS, IN KING COUNTY, WASHINGTON, (THIS IS AN ALTA OF THE SITE)

27. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REIMBURSEMENT AGREEMENT FOR UTILITY" RECORDED JUNE 13, 1995 AS RECORDING NO, 9506130577 OF OFFICIAL RECORDS. (NOTHING TO SHOW ON MAP)

28. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JULY 23, 1996
RECORDING INFORMATION: 9607231248
IN FAVOR OF: PUGET SOUND POWER & LIGHT COMPANY
FOR: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AFFECTS: AS DESCRIBED THEREIN.

29. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENTS FOR SERVICE LINES" RECORDED AUGUST 08, 1996 AS RECORDING NO, 9608080796 OF OFFICIAL RECORDS. (EXHIBIT R OF THIS DOCUMENT IS THE ONLY ONE AFFECTING THIS ITE - SHOWN ON MAP)

30. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED JULY 28, 2005 AS RECORDING NO, 20050728001876 OF OFFICIAL RECORDS. (NOTHIN TO SHOW ON MAP)

31. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: MAY 01, 2006
RECORDING INFORMATION: 20060501000329
IN FAVOR OF: CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS
FOR: UTILITIES AND UTILITY PIPELINES
AFFECTS: AS DESCRIBED THEREIN.

32. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REIMBURSEMENT AGREEMENT FOR UTILITY IMPROVEMENTS" RECORDED OCTOBER 23, 2006 AS RECORDING NO, 20061023002427 OF OFFICIAL RECORDS. (NOTHING TO SHOW ON MAP)

33. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: OCTOBER 01, 2008
RECORDING INFORMATION: 2008101001756
IN FAVOR OF: CITY OF REDMOND
FOR: PUBLIC WATER PIPELINE AND PUBLIC FIRE HYDRANT FACILITIES, WITH ORDINARY AND NECESSARY APPURTENANCES
AFFECTS: AS DESCRIBED THEREIN.

34. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINARY AND NECESSARY APPURTENANCES IMPROVEMENTS" RECORDED DECEMBER 1, 2014 AS RECORDING NO, 20141201002334 OF OFFICIAL RECORDS. (NOTHING TO SHOW ON MAP)

35. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: MARCH 14, 2016
RECORDING INFORMATION: 20160314001598
IN FAVOR OF: FRONTIER COMMUNICATIONS NORTHWEST, INC.
FOR: COMMUNICATION SERVICES
AFFECTS: AS DESCRIBED THEREIN.

36. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JULY 02, 2019
RECORDING INFORMATION: 20190702001342
IN FAVOR OF: CITY OF REDMOND
FOR: SIDEWALK AND UTILITIES
AFFECTS: AS DESCRIBED THEREIN.

37. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)

RECORDING DATE: JULY 01, 2020
RECORDING INFORMATION: 20200701002025
IN FAVOR OF: CITY OF REDMOND, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS SUCCESSORS AND ASSIGNS
FOR: PUBLIC PEDESTRIAN TRAFFIC SIGNALIZATION FACILITY
AFFECTS: AS DESCRIBED THEREIN.

ZONING

ADDRESS:	3050 152ND AVE NE REDMOND, WA 98052
PARCEL NUMBER:	067310-0010
JURISDICTION:	CITY OF REDMOND
ZONING DESIGNATION:	OVERLAKE BUSINESS AND ADVANCED TECHNOLOGY (OBAT)
SETBACKS:	
SIDE/REAR:	0'
FRONT/SIDE FACADE ZONE:	0'-20'
BUILDING EDGE IN FACADE ZONE:	50%
MAXIMUM BUILDING HEIGHT:	14 STORIES OR 150', WHICHEVER IS LESS (W/O INCENTIVES), 300' (W/ INCENTIVES)
FLOOR AREA RATIO (FAR):	3 MAX (W/O INCENTIVES), NO MAX (W/ INCENTIVES)
PARKING REQUIREMENTS:	SEE RMC 21.40

SURVEY NOTES

EQUIPMENT: 3" OR LESS TOTAL STATION AND GNSS NETWORK ROVER
METHOD: FIELD TRAVERSE AND WASHINGTON STATE REFERENCE NETWORK GNSS

THE CLOSURES OF THE FIELD TRAVERSE CONDUCTED DURING THIS SURVEY MEET OR EXCEED THE MINIMUM CLOSURE STANDARDS STATED IN WAC 332-130-090,

THE TOPOGRAPHIC ELEMENTS AS SHOWN MEET OR EXCEED THOSE REQUIREMENTS STATED IN WAC 332-130-145,

ELEVATION CONTOURS ARE SHOWN AT 2' INTERVALS AND DERIVED FROM DIRECT FIELD OBSERVATIONS. ACCURACY IS PER NATIONAL MAPPING STANDARDS.

THE INFORMATION SHOWN ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS THE GENERAL EXISTING CONDITION AT THAT TIME.

UTILITY NOTES

BASIS FOR UTILITY LINES SHOWN: FIELD OBSERVATIONS, AS-BUILT MAPS, & THIRD PARTY MARKUPS.

IN PROVIDING THIS SURVEY, NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING CONDITION OR CAPACITY OF ANY UTILITY EXISTING ON THIS SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.

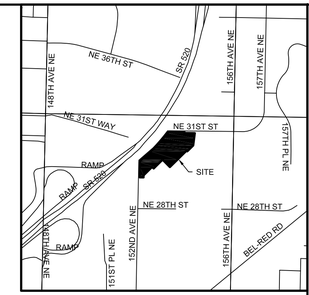
UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THE SITE, UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE TAKEN FROM A COMPILATION OF PUBLIC RECORDS AND VISIBLE FIELD EVIDENCE, WE ASSUME NO LIABILITY FOR THE ACCURACY OF THE PUBLIC RECORDS. UNDERGROUND UTILITY LOCATIONS ARE ONLY APPROXIMATE. UNDERGROUND CONNECTIONS ARE SHOWN AS STRAIGHT LINES BETWEEN VISIBLE SURFACE LOCATIONS BUT MAY CONTAIN BENDS OR CURVES NOT SHOWN. FIELD VERIFICATION IS NECESSARY PRIOR TO OR DURING ANY CONSTRUCTION.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

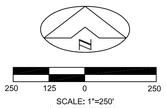
UTILITY MARKUP SERVICES PROVIDED BY APPLIED PROFESSIONAL SERVICES (APS).

CONTACT: DOMINICK GROVEN
425-888-2590
dominickg@apslocates.com

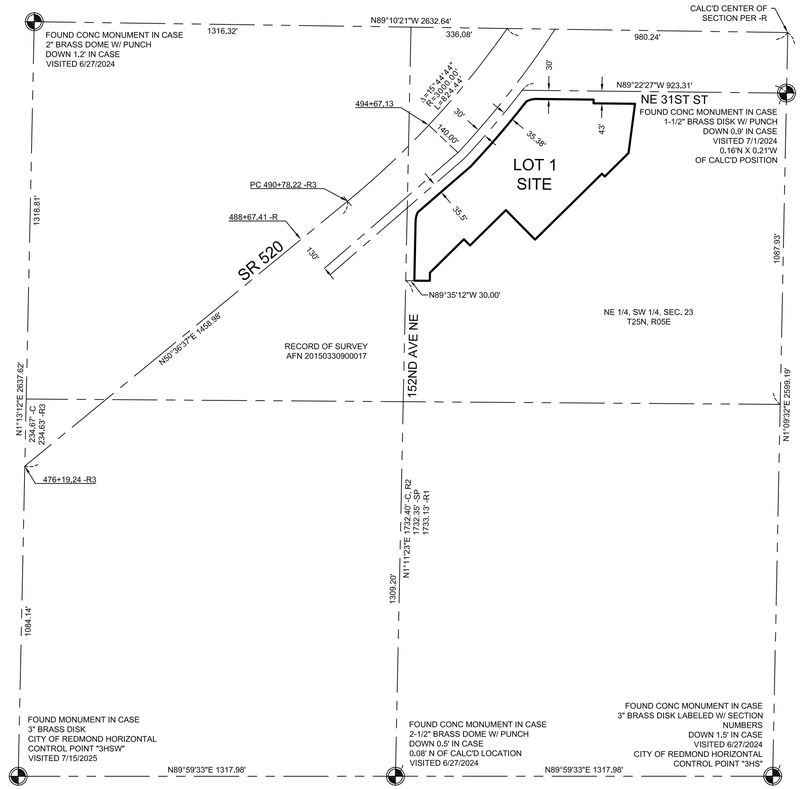
5/27/2025 - ADDITIONAL PSE VAULT AND TRANSFORMER INFORMATION INCLUDED IN DETAILS 1-7 ARE BASED SOLELY ON GROUND ELEVATIONS AND VISIBLE SURFACE VARIABLES. NO ATTEMPT WAS MADE TO MEASURE INTERNAL DIMENSIONS OF ANY VAULT OR TRANSFORMER.



VICINITY MAP
SCALE: 1" = 1,000'



SCALE: 1"=250'
SURVEY CONTROL



REVISIONS:
5/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/1/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 - 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 - 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

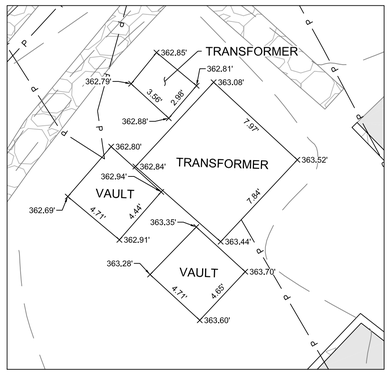
HARMSEN
LAND SURVEYING • CIVIL ENGINEERING • LAND USE PLANNING
sUAS AERIAL MAPPING • WETLAND SERVICES
2022 COLBY AVE, SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

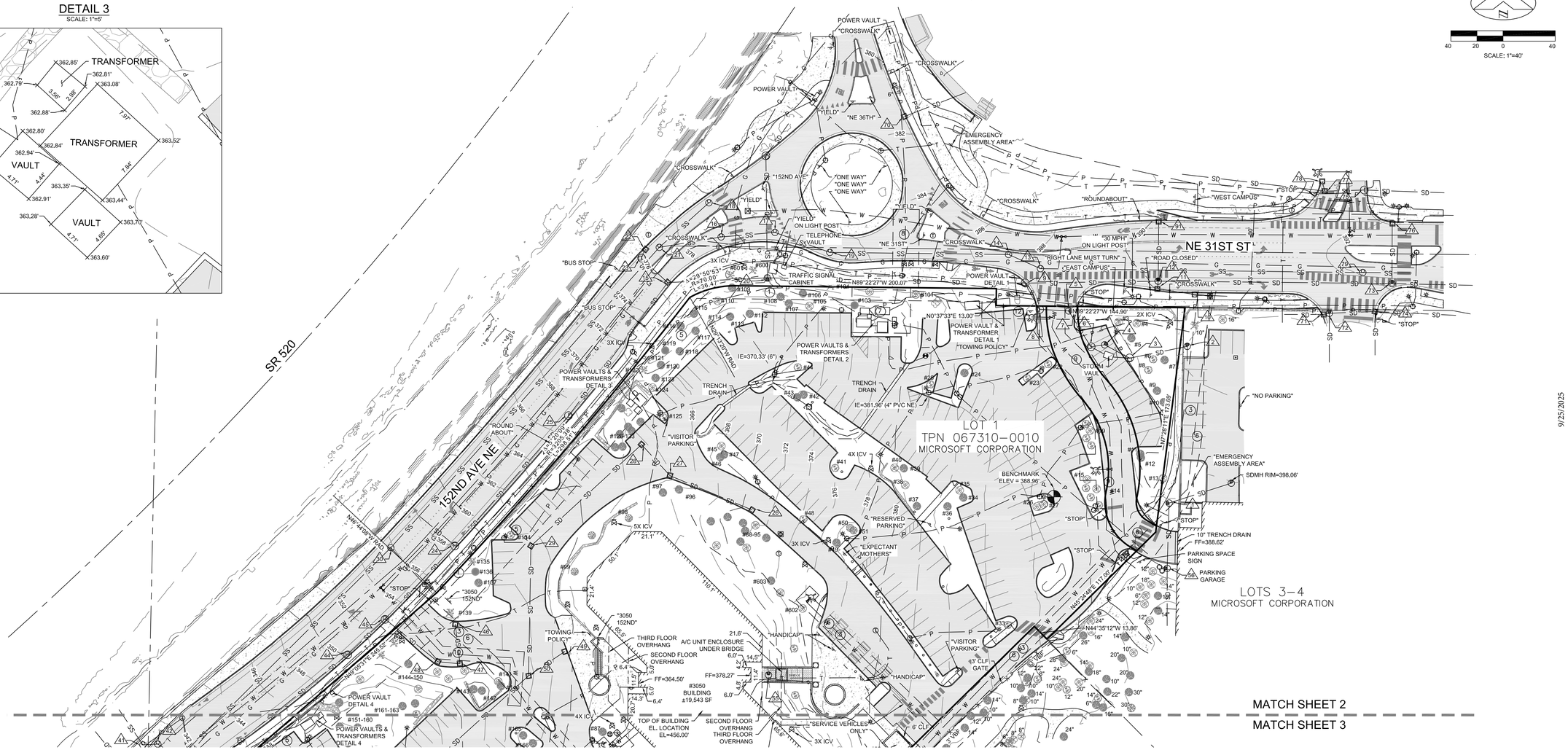
BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 1 OF 7

A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.

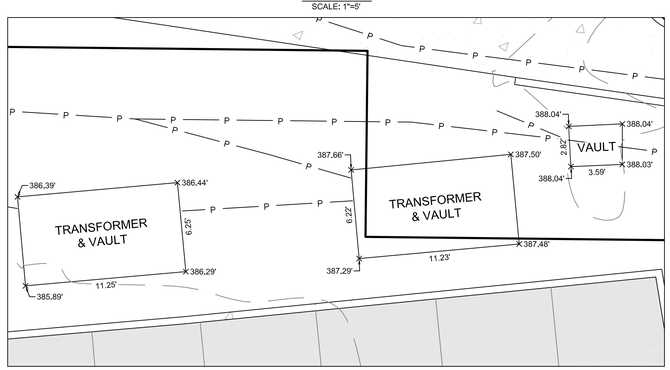
DETAIL 3
SCALE: 1"=5'



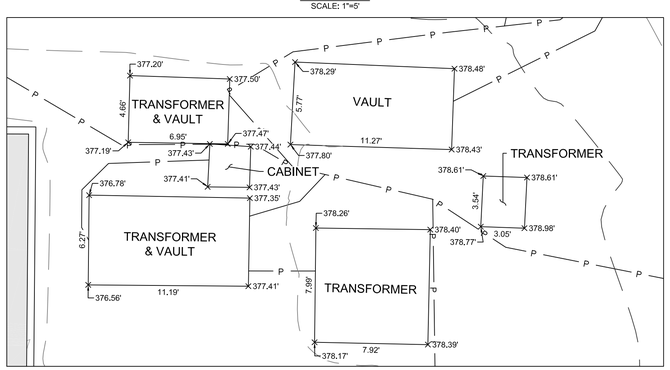


N
40 20 0 40
SCALE: 1"=40'

DETAIL 1
SCALE: 1"=5'



DETAIL 2
SCALE: 1"=5'



LEGEND

- FOUND MONUMENT AS NOTED
- FOUND REBAR & CAP AS NOTED
- CATCH BASIN TYPE 1
- CATCH BASIN TYPE 2
- STORM DRAIN MANHOLE
- YARD DRAIN
- STORM DRAIN CLEAN OUT
- MONITORING WELL
- SEWER MANHOLE
- SEWER CLEAN OUT
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- BLOWOFF VALVE
- FIRE HYDRANT
- POST INDICATOR VALVE
- FIRE DEPT. CONNECTION
- SIGN
- GATE/SIGN POST
- BOLLARD
- GAS VALVE
- YARD LIGHT
- LIGHT POST
- POWER JUNCTION BOX
- (P) POWER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- VBF VERTICAL BOARD FENCE
- CLF CHAINLINK FENCE
- PAVEMENT
- BRICK
- ROCKERY
- CONCRETE
- FIR TREE
- ALDER TREE
- DECIDUOUS TREE
- HEMLOCK TREE
- CEDAR TREE
- MAPLE TREE
- HOLLY TREE
- MADRONA TREE
- BIRCH TREE
- X FENCE LINE
- P UNDERGROUND POWER LINE
- T UNDERGROUND TELECOM LINE
- W WATER LINE
- G GAS LINE
- SS SEWER LINE
- SD STORM DRAIN LINE

REVISIONS:
8/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 & 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 & 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

MATTHEW J. SCHNEIDERS — STATE OF WASHINGTON — 21151 — REGISTERED PROFESSIONAL LAND SURVEYOR

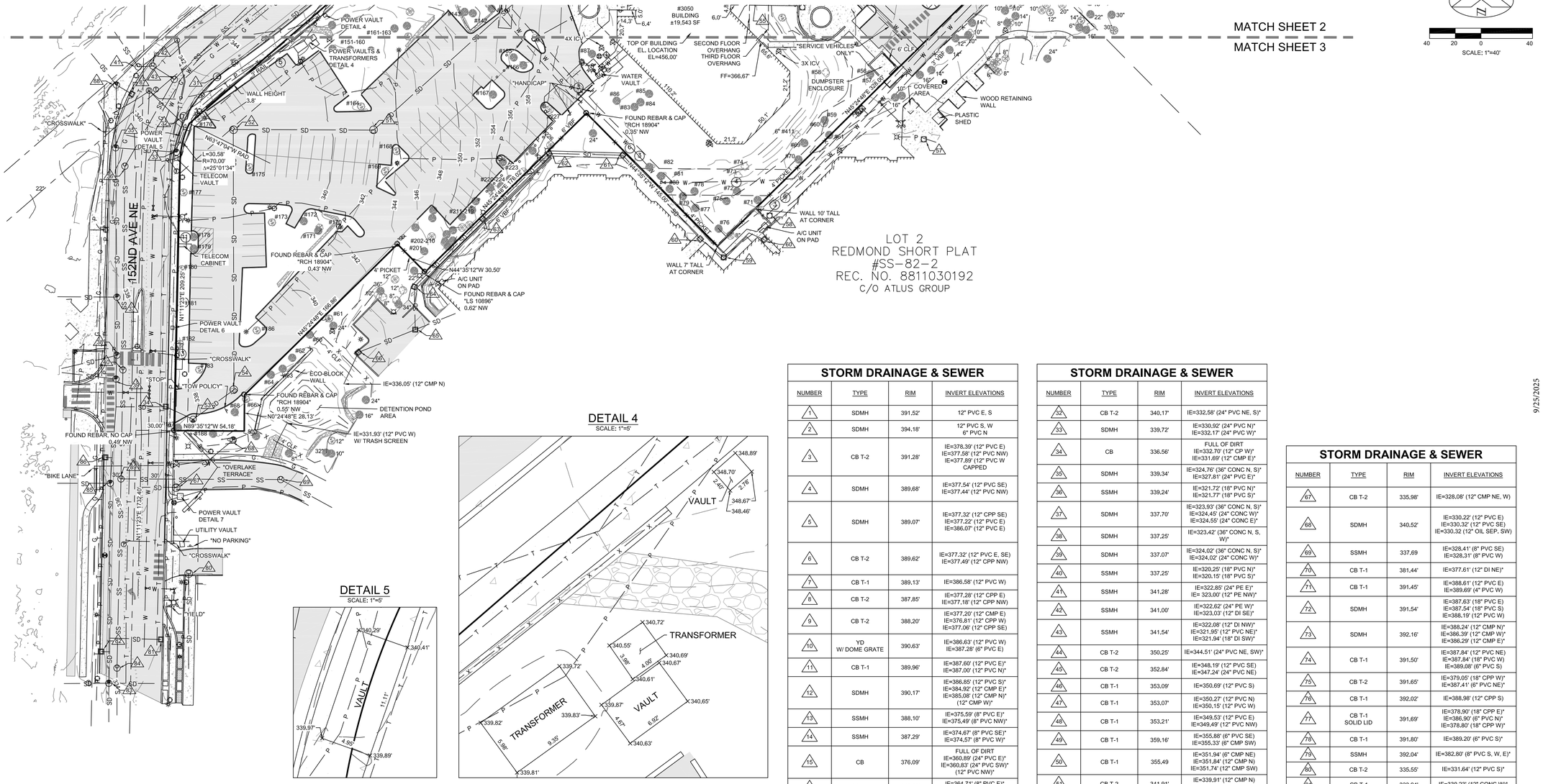
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2822 COLBY AVE, SUITE 300
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BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT

NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 2 OF 7

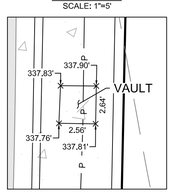
A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.



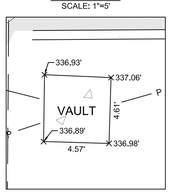
DETAIL 4
SCALE: 1"=5'

DETAIL 5
SCALE: 1"=5'

DETAIL 6
SCALE: 1"=5'



DETAIL 7
SCALE: 1"=5'



LEGEND

- FOUND MONUMENT AS NOTED
- FOUND REBAR & CAP AS NOTED
- CATCH BASIN TYPE 1
- CATCH BASIN TYPE 2
- STORM DRAIN MANHOLE
- YARD DRAIN
- STORM DRAIN CLEAN OUT
- MONITORING WELL
- SEWER MANHOLE
- SEWER CLEAN OUT
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- BLOWOFF VALVE
- FIRE HYDRANT
- POST INDICATOR VALVE
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- SIGN
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- HEMLOCK TREE
- CEDAR TREE
- MAPLE TREE
- HOLLY TREE
- MADRONA TREE
- BIRCH TREE
- X FENCE LINE
- P UNDERGROUND POWER LINE
- T UNDERGROUND TELECOM LINE
- W WATER LINE
- G GAS LINE
- SS SEWER LINE
- SD STORM DRAIN LINE

STORM DRAINAGE & SEWER

NUMBER	TYPE	RIM	INVERT ELEVATIONS
1	SDMH	391.52'	12" PVC E, S
2	SDMH	394.18'	12" PVC S, W 6" PVC N
3	CB T-2	391.28'	IE=378.39' (12" PVC E) IE=377.58' (12" PVC NW) IE=377.89' (12" PVC W CAPPED
4	SDMH	389.68'	IE=377.54' (12" PVC SE) IE=377.44' (12" PVC NW)
5	SDMH	389.07'	IE=377.32' (12" CPP SE) IE=377.22' (12" PVC E) IE=386.07' (12" PVC E)
6	CB T-2	389.62'	IE=377.32' (12" PVC E, SE) IE=377.49' (12" CPP NW)
7	CB T-1	389.13'	IE=386.58' (12" PVC W)
8	CB T-2	387.85'	IE=377.28' (12" CPP E) IE=377.18' (12" CPP NW)
9	CB T-2	388.20'	IE=377.20' (12" CMP E) IE=376.81' (12" CPP W) IE=377.06' (12" CPP SE)
10	YD W/ DOME GRATE	390.63'	IE=386.63' (12" PVC W) IE=387.28' (6" PVC E)
11	CB T-1	389.96'	IE=387.60' (12" PVC E)* IE=387.00' (12" PVC N)*
12	SDMH	390.17'	IE=386.85' (12" PVC S)* IE=384.92' (12" CMP E)* IE=385.08' (12" CMP N)* (12" CMP W)*
13	SSMH	388.10'	IE=375.59' (8" PVC E)* IE=375.49' (8" PVC NW)*
14	SSMH	387.29'	IE=374.67' (8" PVC SE)* IE=374.57' (8" PVC W)*
15	CB	376.09'	FULL OF DIRT IE=360.89' (24" PVC E)* IE=360.83' (24" PVC SW)* (12" PVC NW)*
16	SSMH	379.60'	IE=364.71' (8" PVC E)* IE=364.61' (8" PVC W)*
17	SSMH	381.34'	IE=365.05' (8" PVC E)* IE=364.95' (8" PVC W)*
18	SSMH	379.55'	IE=358.66' (8" PVC N)* IE=358.56' (8" PVC SW)*
19	SSMH	383.38'	IE=366.09' (8" PVC E)* IE=366.04' (8" PVC W)*
20	SDMH	380.49'	IE=361.31' (18" PVC N) IE=361.25' (12" PVC E) IE=361.15' (18" PVC W)
21	SSMH	377.04'	IE=358.14' (8" PVC NE, E)* IE=358.04' (8" PVC SW)*
22	CB T-1	376.21'	12" PVC S
23	CB T-2	375.85'	12" PVC E, N
24	CB T-2	358.29'	FULL OF DIRT IE=353.90' (12" PVC NW)* IE=352.80' (24" PVC NE, SW)*
25	CB T-2	367.30'	IE=359.35' (24" NE, SW)*
26	CB T-1 SOLID LID	370.66'	IE=365.11' (6" PVC E, W)
27	CB T-1	363.73'	IE=360.41' (12" CMP NW) IE=362.18' (6" PVC N) IE=361.21' (6" PVC E)
28	CB T-1	362.70'	IE=358.15' (12" CMP SE)
29	CB T-1	357.25'	IE=353.58' (12" CMP NE) IE=353.52' (12" CMP S)
30	SSMH	355.92'	IE=336.74' (NE, SE) IE=336.64' (S, N)
31	CB T-2	342.27'	IE=333.70' (24" PVC SW)* IE=334.42' (24" PVC NE)*

STORM DRAINAGE & SEWER

NUMBER	TYPE	RIM	INVERT ELEVATIONS
32	CB T-2	340.17'	IE=332.58' (24" PVC NE, S)*
33	SDMH	339.72'	IE=330.92' (24" PVC N)* IE=332.17' (24" PVC W)*
34	CB	336.56'	FULL OF DIRT IE=332.70' (12" CP W)* IE=331.69' (12" CMP E)*
35	SDMH	339.34'	IE=324.76' (36" CONC N, S)* IE=327.81' (24" PVC E)*
36	SSMH	339.24'	IE=321.72' (18" PVC N)* IE=321.77' (18" PVC S)*
37	SDMH	337.70'	IE=323,93' (36" CONC N, S)* IE=324.45' (24" CONC W)* IE=324.55' (24" CONC E)*
38	SDMH	337.25'	IE=323.42' (36" CONC N, S, W)*
39	SDMH	337.07'	IE=324.02' (36" CONC N, S)* IE=324.02' (24" CONC W)*
40	SSMH	337.25'	IE=320.25' (18" PVC N)* IE=320.15' (18" PVC S)*
41	SSMH	341.28'	IE=322.85' (24" PE E)* IE= 323.00' (12" PE NW)*
42	SSMH	341.00'	IE=322.62' (24" PE W)* IE=323.03' (12" DI SE)*
43	SSMH	341.54'	IE=322.08' (12" DI NW)* IE=321.95' (12" PVC NE)* IE=321.94' (18" DI SW)*
44	CB T-2	350.25'	IE=344.51' (24" PVC NE, SW)*
45	CB T-2	352.84'	IE=348.19' (12" PVC SE) IE=347.24' (24" PVC NE)
46	CB T-1	353.09'	IE=350.69' (12" PVC S)
47	CB T-1	353.07'	IE=350.27' (12" PVC N) IE=350.15' (12" PVC W)
48	CB T-1	353.21'	IE=349.53' (12" PVC E) IE=349.49' (12" PVC NW)
49	CB T-1	359.16'	IE=355.88' (6" PVC SE) IE=355.33' (6" CMP SW)
50	CB T-1	355.49	IE=351.94' (6" CMP NE) IE=351.84' (12" CMP N) IE=351.74' (12" CMP SW)
51	CB T-2	341.91'	IE=339.91' (12" CMP N) IE=334.51' (24" CMP SW)
52	CB T-2	338.00'	IE=332.80' (24" CMP NE, S)
53	SDMH W/ CONTROL	339.12'	IE=332.80' (12" CMP NW) IE=332.90' (24" CMP NE)
54	CB T-2	337.99'	IE=332.69' (24" CMP N) IE=332.59' (24" CMP SW)
55	SDMH	367.68'	SUMP PUMP
56	SDMH	389.61'	IE=385.96' (18" PVC N, S)
57	YD	377.45'	IE=376.05' (6" PVC SE)
58	YD	375.06'	IE=373.96' (6" PVC E) IE=374.06' (4" PVC SE) IE=373.71' (3" PVC S)
59	CB T-1	366.16'	IE=364.46' (6" PVC NE) IE=364.46' (6" PVC NW)
60	CB T-1	366.34'	IE=364.89' (6" PVC W)
61	CB T-1	365.88'	IE=364.41 (6" PVC SE, NW)
62	CB T-1	361.82'	NO PIPES VISIBLE
63	CB T-1	353.03'	IE=351.63' (4" PVC NE, SW)
64	CB T-1	347.89	IE=346.49' (4" PVC S, NE)
65	CB T-1	347.39'	IE=344.29' (12" CMP W) IE=345.05' (6" PVC E) IE=345.09' (4" PVC N)
66	CB T-1	344.69'	IE=339.62' (12" CMP E) IE=339.56' (12" CMP S)

STORM DRAINAGE & SEWER

NUMBER	TYPE	RIM	INVERT ELEVATIONS
67	CB T-2	335.98'	IE=328.08' (12" CMP NE, W)
68	SDMH	340.52'	IE=330.22' (12" PVC E) IE=330.32' (12" PVC SE) IE=330.32 (12" OIL SEP, SW)
69	SSMH	337.69	IE=328.41' (8" PVC SE) IE=328.31' (8" PVC W)
70	CB T-1	381.44'	IE=377.61' (12" DI NE)*
71	CB T-1	391.45'	IE=388.61' (12" PVC E) IE=389.69' (4" PVC W)
72	SDMH	391.54'	IE=387.63' (18" PVC E) IE=387.54' (18" PVC S) IE=388.19' (12" PVC W)
73	SDMH	392.16'	IE=388.24' (12" CMP N)* IE=386.39' (12" CMP W)* IE=386.29' (12" CMP E)*
74	CB T-1	391.50'	IE=387.84' (12" PVC NE) IE=387.84' (18" PVC W) IE=389.08' (6" PVC S)
75	CB T-2	391.65'	IE=379.05' (18" CPP W)* IE=387.41' (6" PVC NE)*
76	CB T-1	392.02'	IE=388.98' (12" CPP S)
77	CB T-1 SOLID LID	391.69'	IE=378.90' (18" CPP E)* IE=386.90' (6" PVC N)* IE=378.80' (18" CPP W)*
78	CB T-1	391.80'	IE=389.20' (6" PVC S)*
79	SSMH	392.04'	IE=382.80' (8" PVC S, W, E)*
80	CB T-2	335.55'	IE=331.64' (12" PVC S)*
81	CB T-1	333.94'	IE=330.23' (12" CONC W)*
82	CB T-1	333.87'	IE=331.16' (12" CONC E)*
83	SDMH	333.76'	IE=321.50' (36" CONC N, S)* IE=322.04' (24" CONC W)* IE=321.94' (24" CONC E)*
84	SSMH	334.10'	IE=318.26' (18" PVC N)* IE=318.16' (18" PVC S)* IE=318.95' (8" PVC E)*
85	SDMH	335.91'	IE=322.64' (36" CONC N, S)* IE=324.64' (12" CONC E)*
86	CB T-1	336.06'	IE=332.99' (12" CONC E)*
87	CB T-1	340.10'	IE=336.11' (8" CMP NW)*
88	SDMH	340.82'	IE=335.23' (8" CMP SE)* IE=332.73' (24" CONC SE)* IE=326.15' (12" CMP E)* IE=325.64' (36" CONC N, S)*
89	SSMH	336.29'	IE=319.54' (18" PVC N)* IE=319.44' (18" PVC S)* IE=319.93' (8" PVC E)*
90	CB T-2	380.82'	IE=361.77' (18" PVC NE, S)*
91	CB T-1	390.08'	IE=386.84' (12" CMP S)*

SHEET 3 OF 7

REVISIONS:
8/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 & 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 & 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

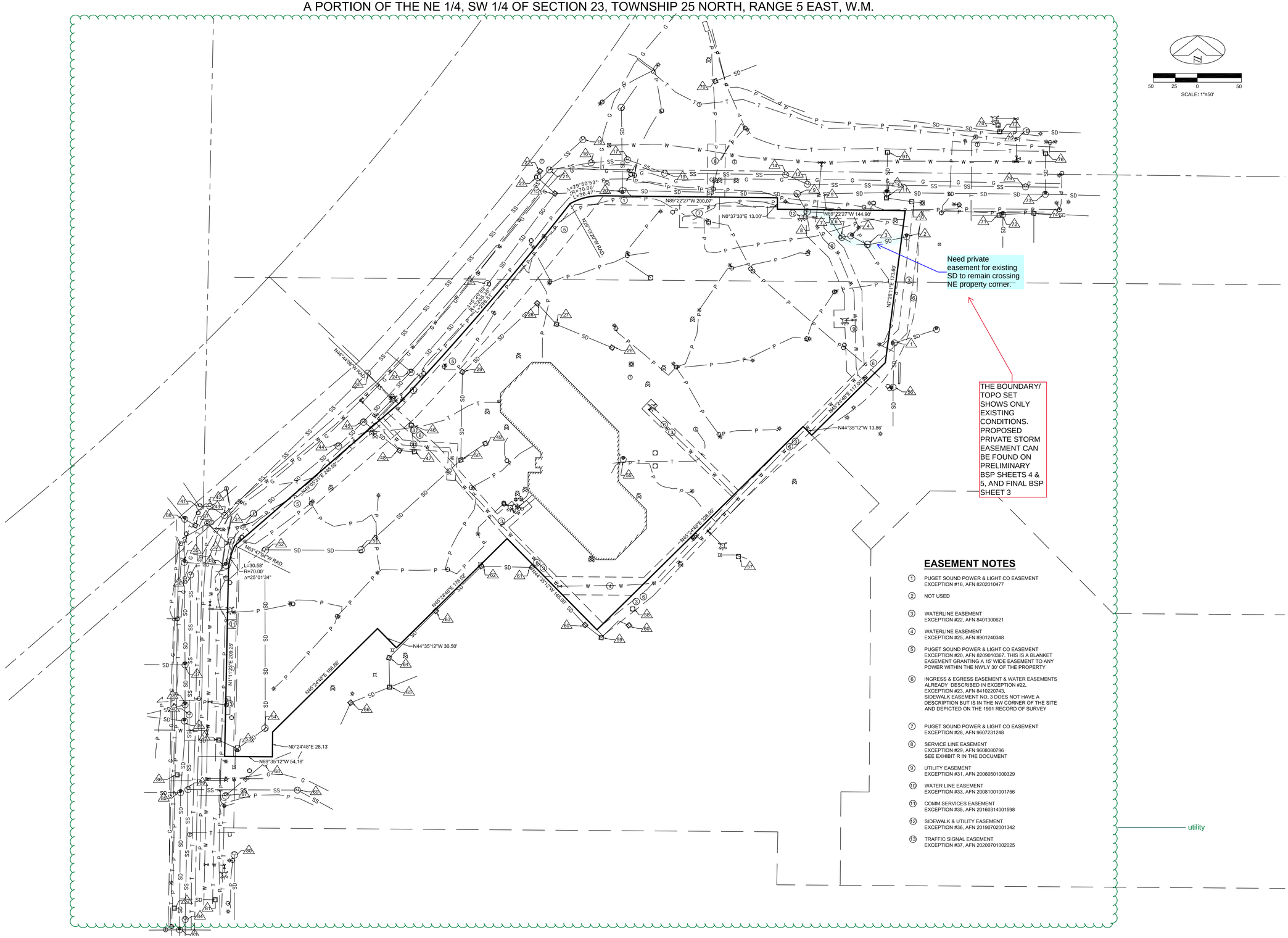
MATTHEW J. SCHNEIDERS — LAND SURVEYOR — STATE OF WASHINGTON — 21441 — REGISTERED PROFESSIONAL

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BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
CITY OF REDMOND
KING COUNTY, WASHINGTON
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 3 OF 7

A PORTION OF THE NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.



EASEMENT NOTES

1. PUGET SOUND POWER & LIGHT CO EASEMENT
   EXCEPTION #18, AFN 8202010477
2. NOT USED
3. WATERLINE EASEMENT
   EXCEPTION #22, AFN 8401300621
4. WATERLINE EASEMENT
   EXCEPTION #25, AFN 8901240348
5. PUGET SOUND POWER & LIGHT CO EASEMENT
   EXCEPTION #20, AFN 8209010367, THIS IS A BLANKET EASEMENT GRANTING A 15' WIDE EASEMENT TO ANY POWER WITHIN THE NWLY 30' OF THE PROPERTY
6. INGRESS & EGRESS EASEMENT & WATER EASEMENTS ALREADY DESCRIBED IN EXCEPTION #22, EXCEPTION #23, AFN 8410220743, SIDEWALK EASEMENT NO. 3 DOES NOT HAVE A DESCRIPTION BUT IS IN THE NW CORNER OF THE SITE AND DEPICTED ON THE 1991 RECORD OF SURVEY
7. PUGET SOUND POWER & LIGHT CO EASEMENT
   EXCEPTION #28, AFN 9607231248
8. SERVICE LINE EASEMENT
   EXCEPTION #29, AFN 9608080796
   SEE EXHIBIT R IN THE DOCUMENT
9. UTILITY EASEMENT
   EXCEPTION #31, AFN 20060501000329
10. WATER LINE EASEMENT
    EXCEPTION #33, AFN 20081001001756
11. COMM SERVICES EASEMENT
    EXCEPTION #35, AFN 20160314001598
12. SIDEWALK & UTILITY EASEMENT
    EXCEPTION #36, AFN 20190702001342
13. TRAFFIC SIGNAL EASEMENT
    EXCEPTION #37, AFN 20200701002025

SHEET 4 OF 7

REVISIONS:
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7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 5 - 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 - 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

I, MATTHEW J. SCHNEIDERS, HEREBY STATE THAT I AM A REGISTERED AND LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, CERTIFICATE NO. 154284, LAND SURVEYOR, PROFESSIONAL ENGINEER, AND THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CHRIS BROWN IN AUGUST 2025.

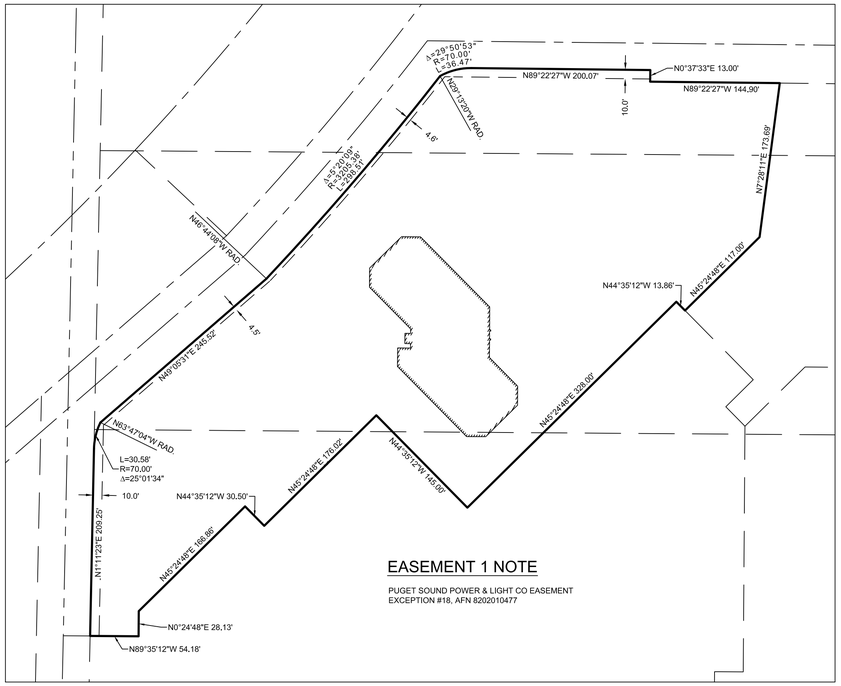
HARMSEN
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sUAS AERIAL MAPPING • WETLAND SERVICES
2822 COLBY AVE, SUITE 300
EVERETT, WA 98201
(425) 252-1884
(360) 794-7811

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT
NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 4 OF 7

EASEMENT DETAILS 1 - 5

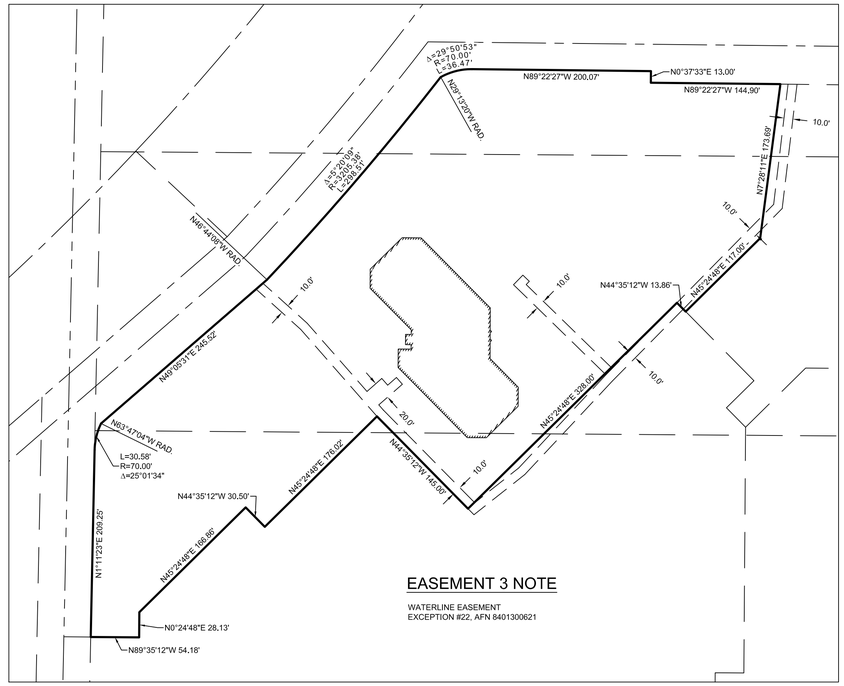
EASEMENT 1
SCALE: 1"=80'



EASEMENT 1 NOTE

PUGET SOUND POWER & LIGHT CO EASEMENT
EXCEPTION #18, AFN 8202010477

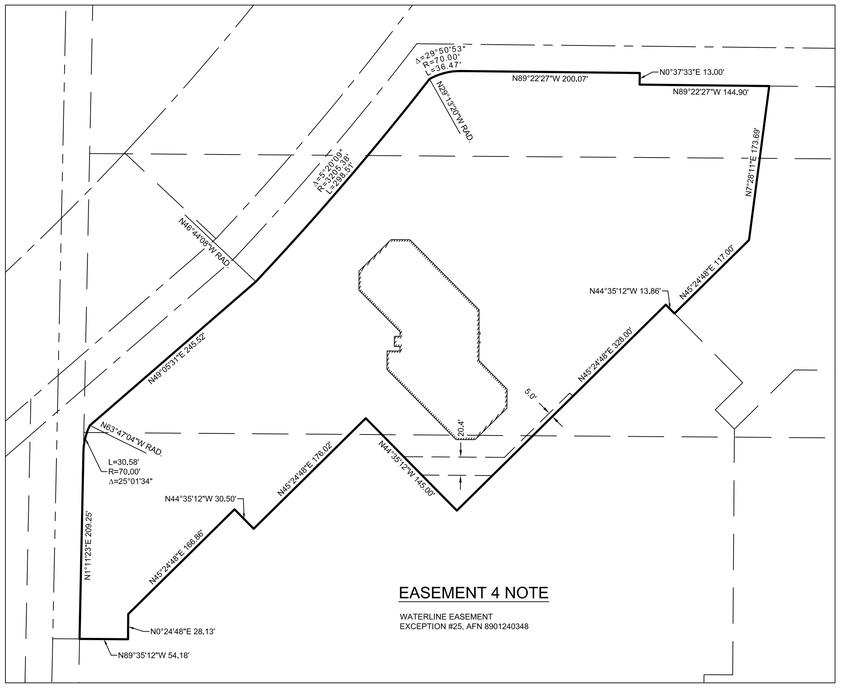
EASEMENT 3
SCALE: 1"=80'



EASEMENT 3 NOTE

WATERLINE EASEMENT
EXCEPTION #22, AFN 8401300621

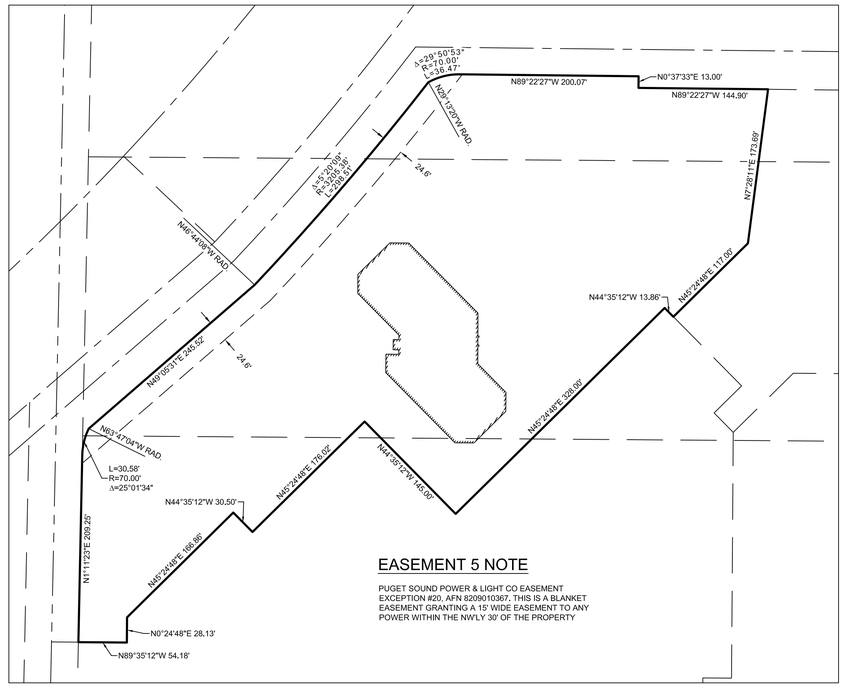
EASEMENT 4
SCALE: 1"=80'



EASEMENT 4 NOTE

WATERLINE EASEMENT
EXCEPTION #25, AFN 8901240348

EASEMENT 5
SCALE: 1"=80'



EASEMENT 5 NOTE

PUGET SOUND POWER & LIGHT CO EASEMENT
EXCEPTION #20, AFN 8209010367, THIS IS A BLANKET EASEMENT GRANTING A 15' WIDE EASEMENT TO ANY POWER WITHIN THE NW'LY 30' OF THE PROPERTY

REVISIONS:
5/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
7/21/2025 - REVISED SURVEY CONTROL INFO TO REFLECT CITY OF REDMOND DATA. ADDED SHEETS 3 - 7 TO CLARIFY EASEMENT LOCATIONS & DIMENSIONS
8/27/2025 - REVISED SHEETS 5 - 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025



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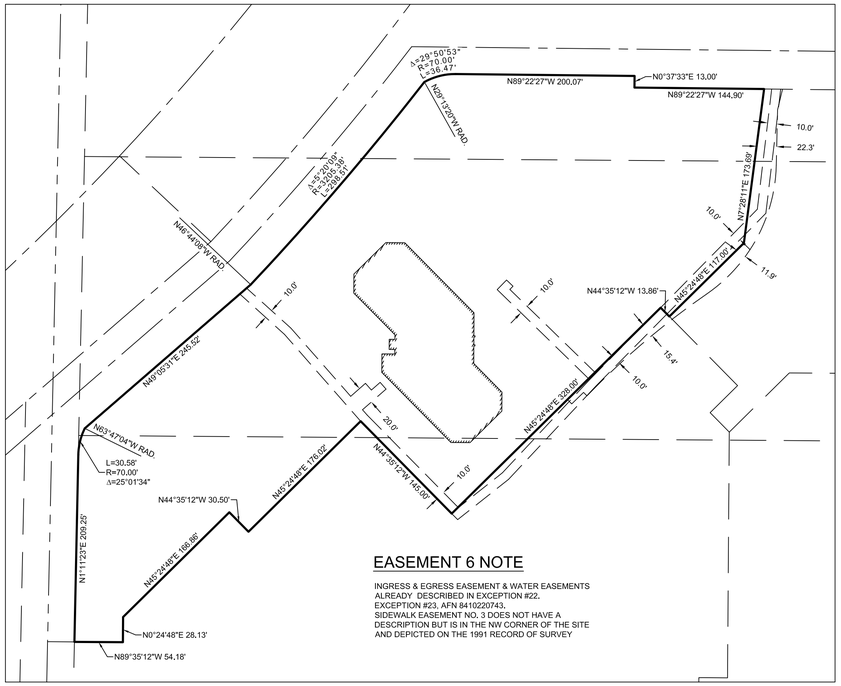
BOUNDARY & TOPOGRAPHIC SURVEY
FOR
ACG DEVELOPMENT

NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 5 OF 7

EASEMENT DETAILS 6 - 9

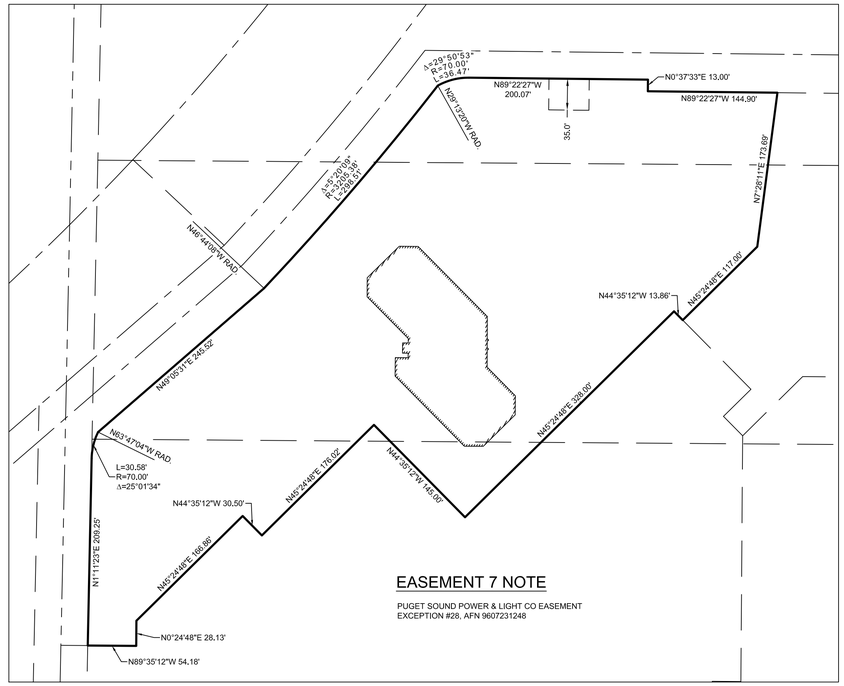
EASEMENT 6
SCALE: 1"=80'



EASEMENT 6 NOTE

INGRESS & EGRESS EASEMENT & WATER EASEMENTS
ALREADY DESCRIBED IN EXCEPTION #22,
EXCEPTION #23, AFN 8410220743,
SIDEWALK EASEMENT NO. 3 DOES NOT HAVE A
DESCRIPTION BUT IS IN THE NW CORNER OF THE SITE
AND DEPICTED ON THE 1991 RECORD OF SURVEY

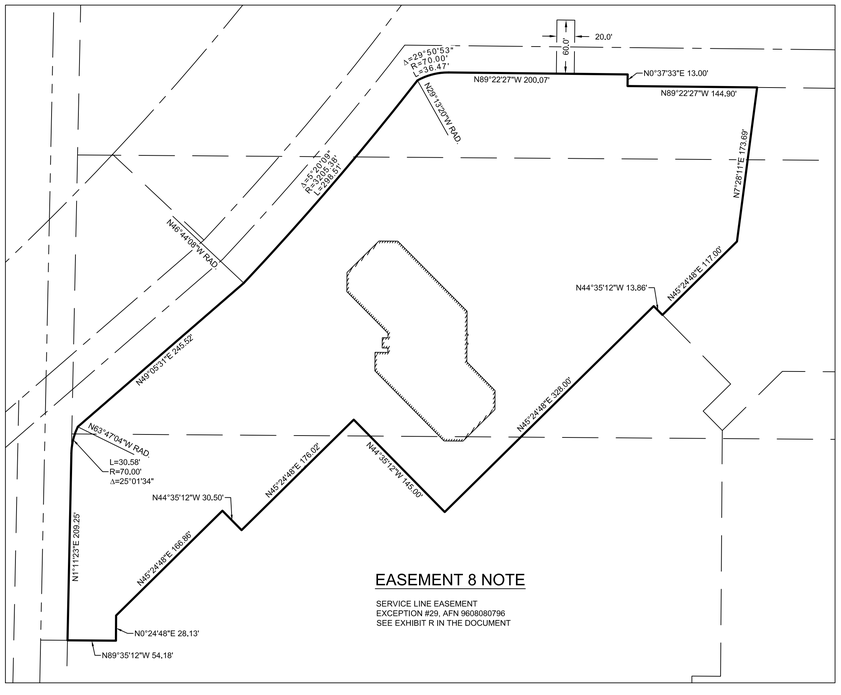
EASEMENT 7
SCALE: 1"=80'



EASEMENT 7 NOTE

PUGET SOUND POWER & LIGHT CO EASEMENT
EXCEPTION #28, AFN 9607231248

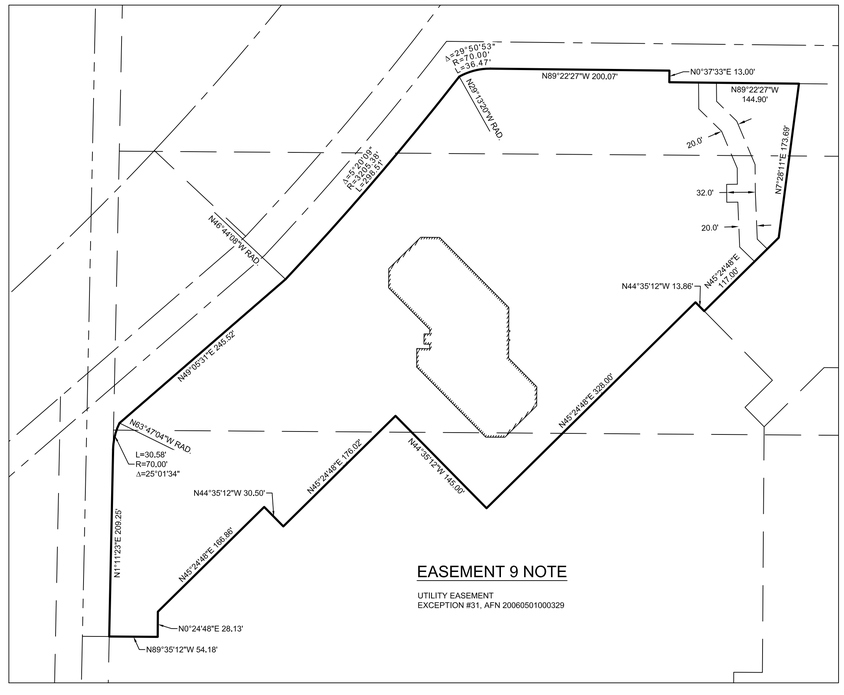
EASEMENT 8
SCALE: 1"=80'



EASEMENT 8 NOTE

SERVICE LINE EASEMENT
EXCEPTION #29, AFN 9608080796
SEE EXHIBIT R IN THE DOCUMENT

EASEMENT 9
SCALE: 1"=80'



EASEMENT 9 NOTE

UTILITY EASEMENT
EXCEPTION #31, AFN 20060501000329

REVISIONS:
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8/27/2025 - REVISED SHEETS 5 - 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

I. SCHNEIDERS, MATTHEW
STATE OF WASHINGTON
LAND SURVEYOR
PROFESSIONAL
21441
REGISTERED
15 1584

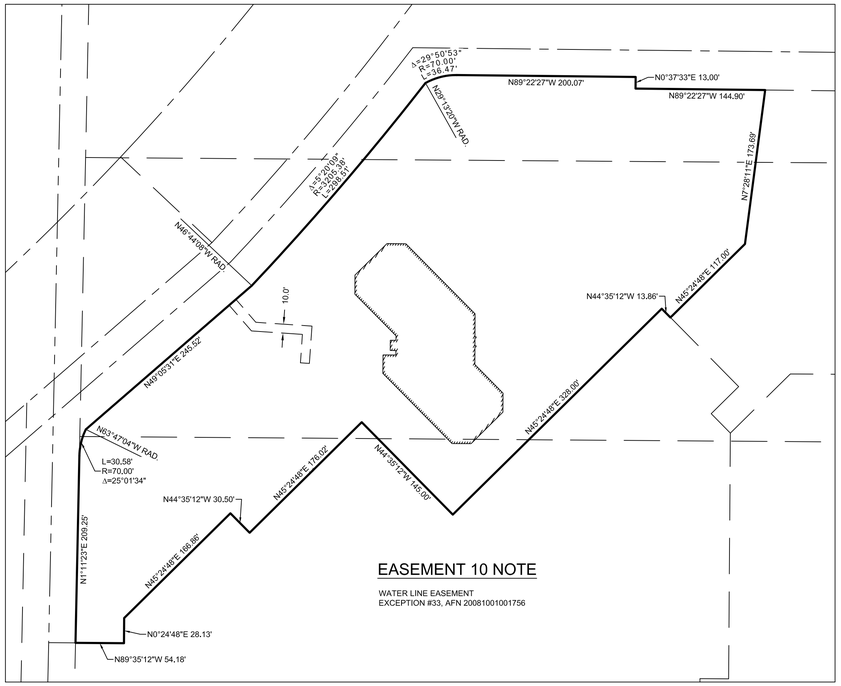
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BOUNDARY & TOPOGRAPHIC SURVEY
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NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 6 OF 7

EASEMENT DETAILS 10 - 13

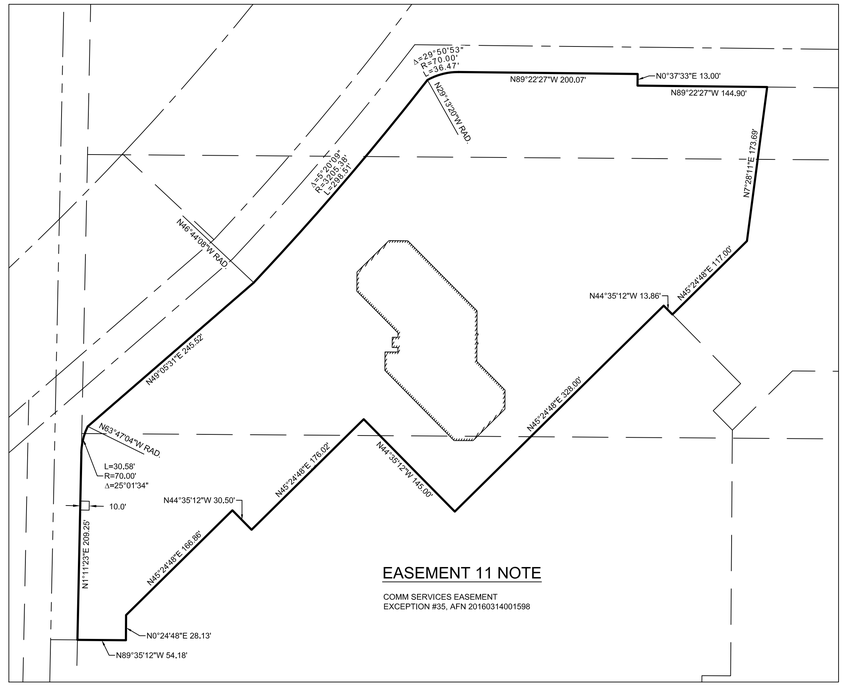
EASEMENT 10
SCALE: 1"=80'



EASEMENT 10 NOTE

WATER LINE EASEMENT
EXCEPTION #33, AFN 20081001001756

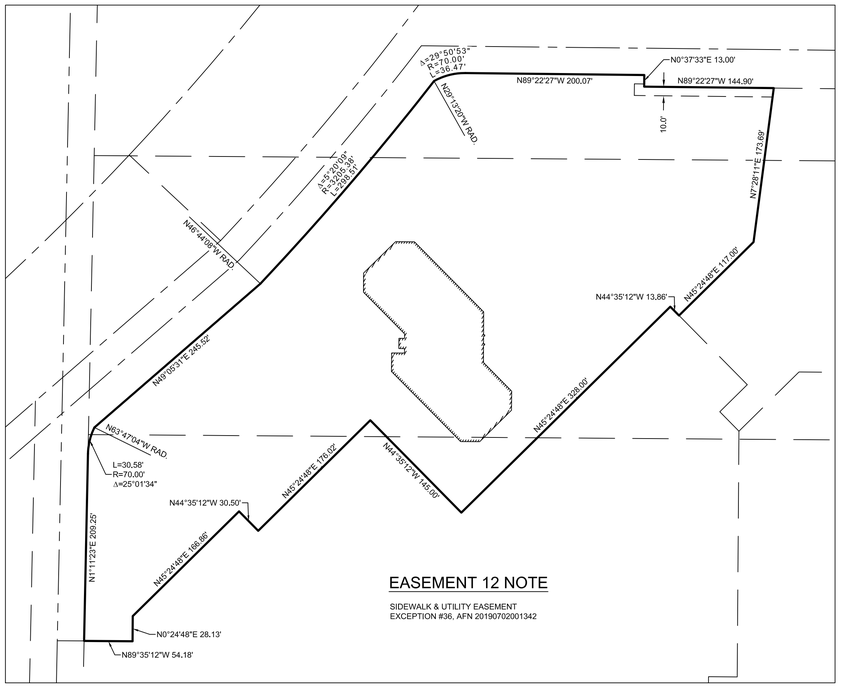
EASEMENT 11
SCALE: 1"=80'



EASEMENT 11 NOTE

COMM SERVICES EASEMENT
EXCEPTION #35, AFN 20160314001598

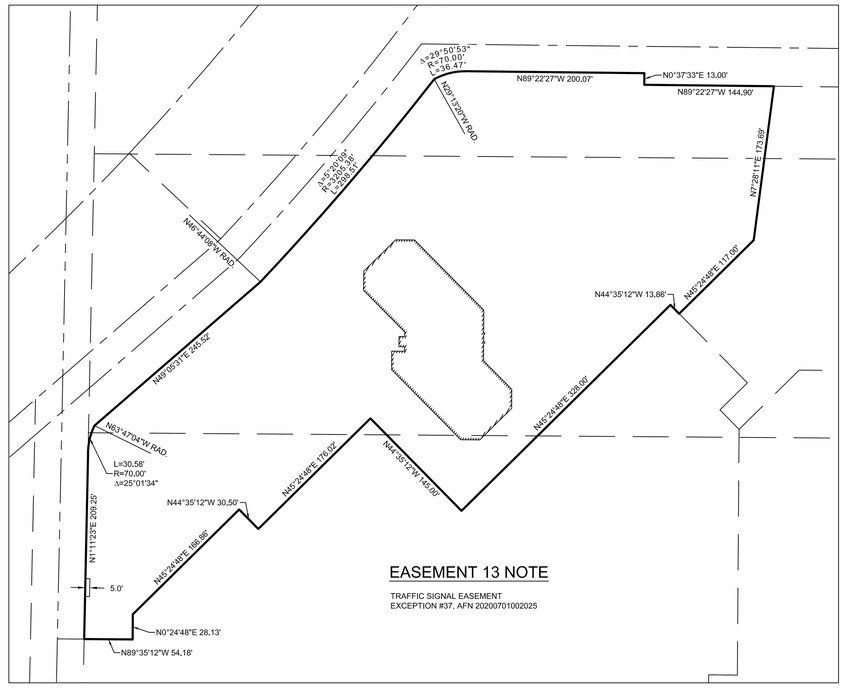
EASEMENT 12
SCALE: 1"=80'



EASEMENT 12 NOTE

SIDEWALK & UTILITY EASEMENT
EXCEPTION #36, AFN 20190702001342

EASEMENT 13
SCALE: 1"=80'



EASEMENT 13 NOTE

TRAFFIC SIGNAL EASEMENT
EXCEPTION #37, AFN 20200701002025

REVISIONS:
8/27/2025 - ADDED ADDITIONAL DETAILS FOR POWER VAULTS AND TRANSFORMERS
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8/27/2025 - REVISED SHEETS 5 + 7 TO CLARIFY EASEMENT NUMBERS

9/25/2025

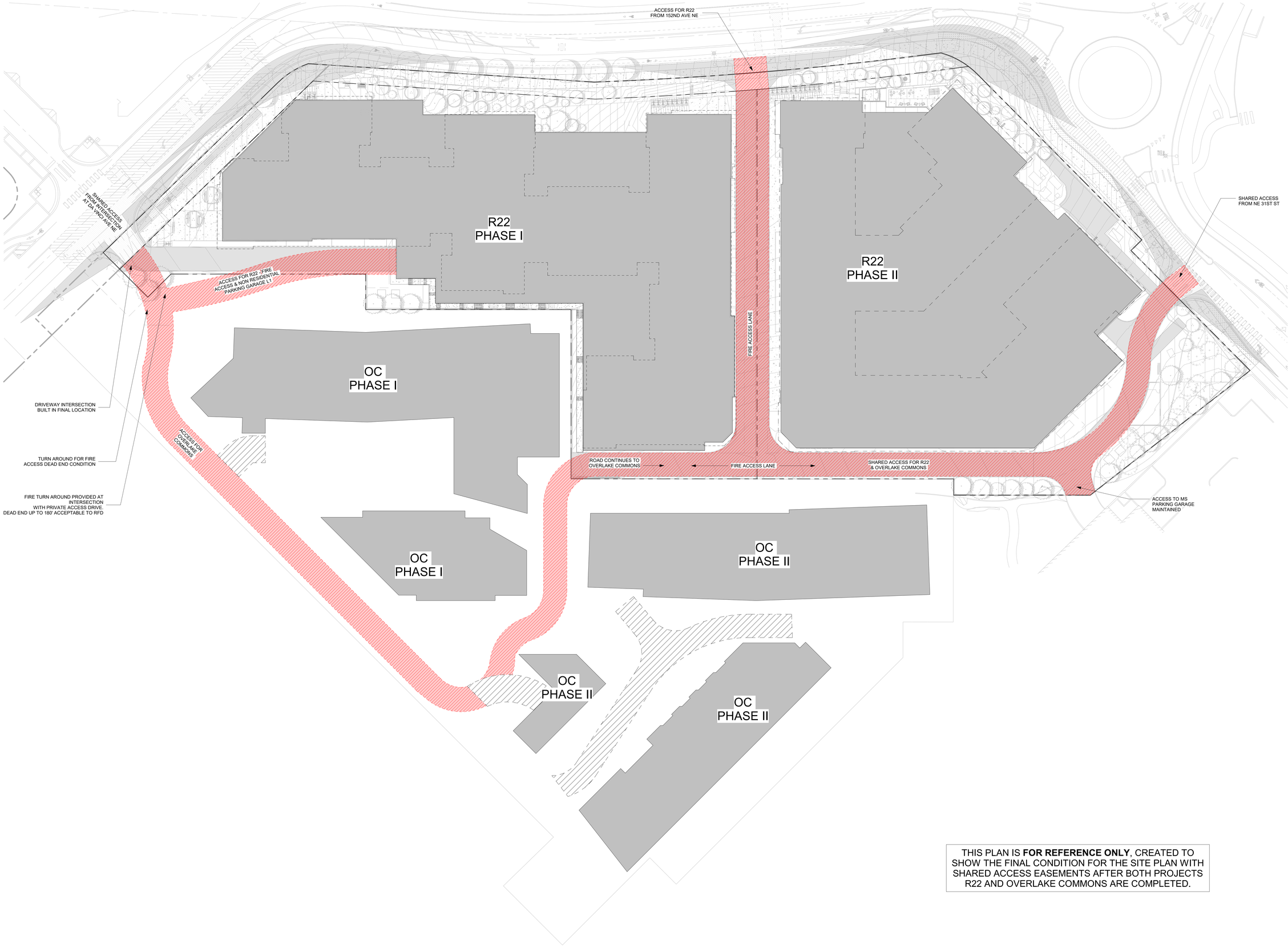
MATTHEW J. SCHNEIDERS
STATE OF WASHINGTON
LAND SURVEYOR
21152
REGISTERED PROFESSIONAL

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BOUNDARY & TOPOGRAPHIC SURVEY
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NE 1/4, SW 1/4 OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 05 EAST, W.M.
CITY OF REDMOND
KING COUNTY, WASHINGTON

DRAWN BY: CBS
DATE: 8/27/2025
PROJECT NO. 24HRM0213
SHEET NO. 7 OF 7

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THIS PLAN IS **FOR REFERENCE ONLY**, CREATED TO SHOW THE FINAL CONDITION FOR THE SITE PLAN WITH SHARED ACCESS EASEMENTS AFTER BOTH PROJECTS R22 AND OVERLAKE COMMONS ARE COMPLETED.

1 Site Plan
1" = 30'-0"

ACG Design
A division of **American Capital Group**
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

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ISSUED SETS

NO	DATE	DESCRIPTION
1	02/24/2025	SPE SUBMITTAL
2	07/25/2025	CYCLE #1 SPE PERMIT CORRECTIONS
3	09/29/2025	CYCLE #2 SPE PERMIT CORRECTIONS
4	11/13/2025	CYCLE #3 SPE PERMIT CORRECTIONS

SUBMITTAL REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
R22 - MPD
3050 152nd AVE NE,
REDMOND, WA 98052

DRAWN BY MH,RG
CHECKED BY AI,JM

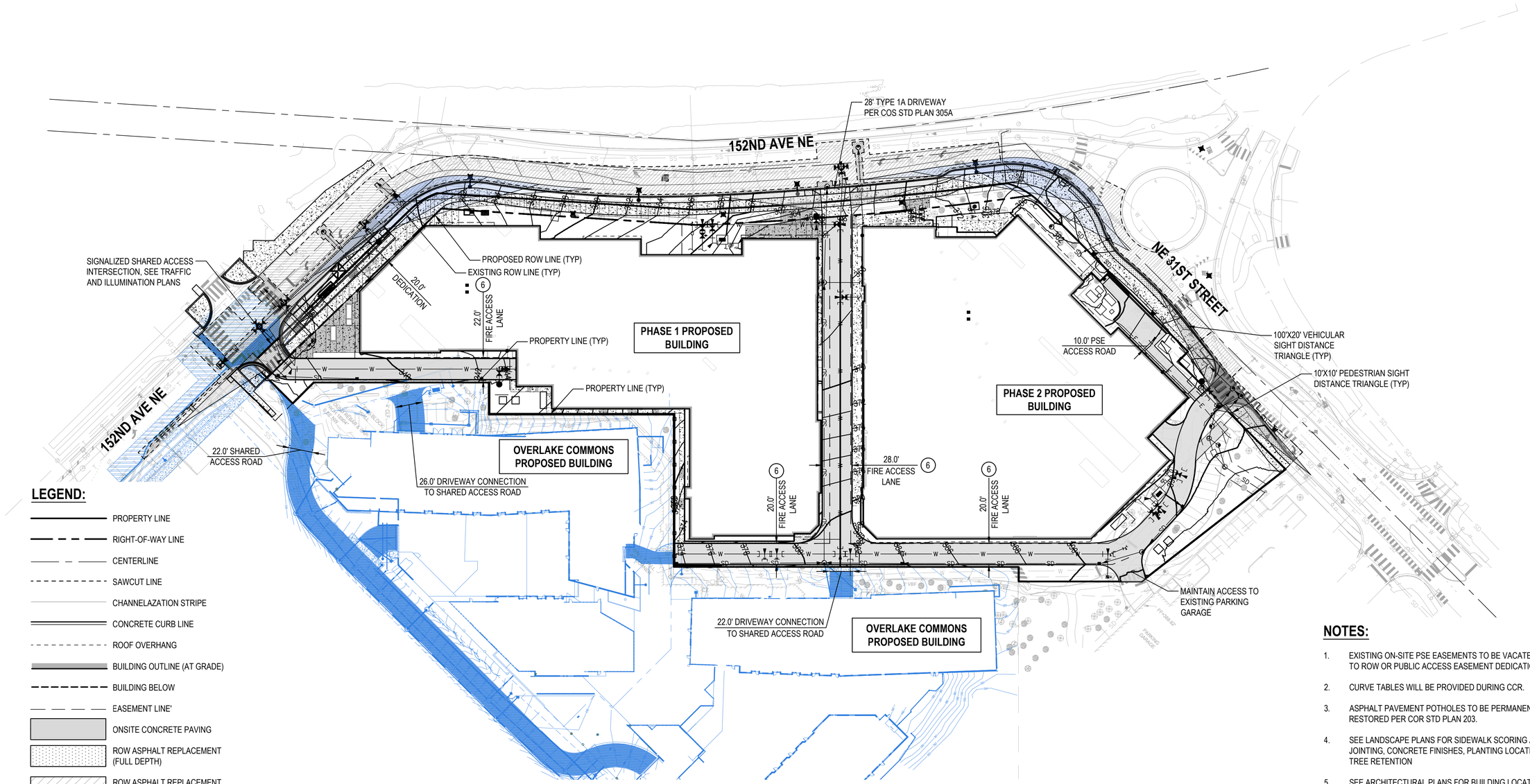
DRAWING SET DATE
09/29/2025

DRAWING SET TITLE
SITE PLAN ENTITELEMENT

TITLE
R22/OVERLAKE COMMONS SITE
ACCESS PLAN

EXH-1

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SAWCUT LINE
- CHANNELAZATION STRIPE
- CONCRETE CURB LINE
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING BELOW
- EASEMENT LINE'
- ONSITE CONCRETE PAVING
- ROW ASPHALT REPLACEMENT (FULL DEPTH)
- ROW ASPHALT REPLACEMENT (GRIND AND OVERLAY)
- CONCRETE SIDEWALK
- SIGHT DISTANCE TRIANGLE
- PROPOSED STREET LIGHT

0 25' 50' 100'
1 inch = 50 feet

NOTES:

1. EXISTING ON-SITE PSE EASEMENTS TO BE VACATED PRIOR TO ROW OR PUBLIC ACCESS EASEMENT DEDICATION.
2. CURVE TABLES WILL BE PROVIDED DURING CCR.
3. ASPHALT PAVEMENT POTHOLES TO BE PERMANENTLY RESTORED PER COR STD PLAN 203.
4. SEE LANDSCAPE PLANS FOR SIDEWALK SCORING AND JOINTING, CONCRETE FINISHES, PLANTING LOCATIONS AND TREE RETENTION
5. SEE ARCHITECTURAL PLANS FOR BUILDING LOCATIONS AND TYPES, ADA ENTRIES AND EXISTS, AND TRASH REQUIREMENTS.
6. EMERGENCY VEHICLE ACCESS EASEMENT TO SPAN ENTIRE ROADWAY WIDTH. EASEMENTS TO BE RECORDED PRIOR TO CCR ISSUANCE.
7. ASPHALT PAVEMENT TRENCH RESTORATION (GRIND AND OVERLAY) PER COR STANDARD DETAIL 202.

NO.	DATE	BY	CHD.	APPR.	REVISION
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 SPE PERMIT CORRECTIONS
1	02/19/2025	DJF	MDR	JSF	SPE SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

kpff
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

FOR REFERENCE ONLY

JEREMY S FREUS — STATE OF WASHINGTON — 39947 — REGISTERED PROFESSIONAL ENGINEER

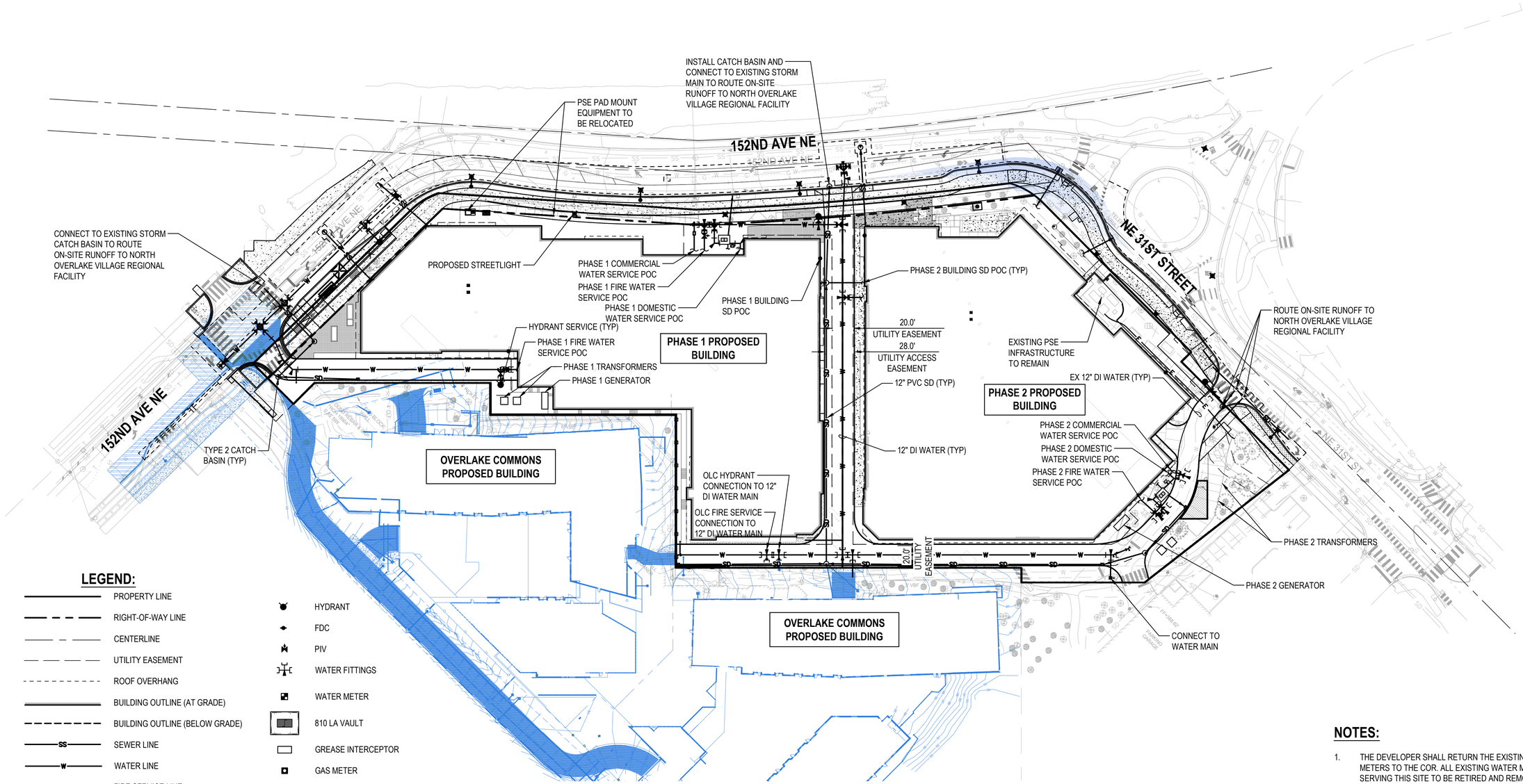
REDMOND BUILDING 22 FINAL CONDTIONS
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE TRANSPORTATION PLAN

SHEET
EXH-2

Z:\2400001-2409999\2400818 Building 22\C4DD\Design\01 - SPE\Final Conditions\822 FC C3.00 TRANSPO OV.dwg
MonicaR
Nov 13, 2025 - 1:22pm

NE 1/4 SW 1/4, SEC. 23, TWP. 25N, RGE. 5E, W.M.



LEGEND:

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- UTILITY EASEMENT
- ROOF OVERHANG
- BUILDING OUTLINE (AT GRADE)
- BUILDING OUTLINE (BELOW GRADE)
- SS — SEWER LINE
- W — WATER LINE
- FS — FIRE SERVICE LINE
- E — ELECTRICAL LINE
- G — GAS LINE
- ELECTRICAL DUCT BANK
- CLEANOUT
- SSMH
- HYDRANT
- FDC
- PIV
- WATER FITTINGS
- WATER METER
- 810 LA VAULT
- GREASE INTERCEPTOR
- GAS METER

NOTES:

1. THE DEVELOPER SHALL RETURN THE EXISTING WATER METERS TO THE COR. ALL EXISTING WATER METERS SERVING THIS SITE TO BE RETIRED AND REMOVED UNLESS OTHERWISE NOTED.
2. THE DEVELOPER SHALL REMOVE ALL EXISTING WATER MAINS AND FIRE HYDRANTS WITHIN THE DEVELOPMENT AND RELINQUISH THE EXISTING WATER MAIN AND FIRE HYDRANT EASEMENTS UNLESS OTHERWISE NOTED.
3. RETIRE EXISTING HYDRANT SERVICE. CONTRACTOR SHALL COORDINATE WITH COR INSPECTOR FOR ALL ABANDONING, CAPPING, AND REMOVAL OF COR'S WATER SERVICE AS INDICATED.

0 25' 50' 100'
1 inch = 50 feet

NO.	DATE	BY	CHD.	APPR.	REVISION
2	07/25/2025	DJF	MDR	JSF	CYCLE #1 SPE PERMIT CORRECTIONS
1	02/19/2025	DJF	MDR	JSF	SPE SUBMITTAL

DRAWN BY | DESIGNED BY
CHECKED BY | APPROVED BY
DATE
JOB No. :

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

SCALE:

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Seattle, WA 98101
206.622.5822
www.kpff.com

FOR REFERENCE ONLY

JEREMY S. FERRIS STATE OF WASHINGTON 39847 REGISTERED PROFESSIONAL ENGINEER

REDMOND BUILDING 22 FINAL CONDTIONS
3050 152ND AVE NE, REDMOND, WA 98052

COMPOSITE UTILITY PLAN

SHEET
EXH-3

Z:\2400001-2409999\2400818 Building 22\CAD\Design\01 - SPE\Final Conditions\B22 FC C4.00 UT OV.dwg
MonicaR
Nov 13, 2025 - 1:22pm

SIGNAL CONSTRUCTION NOTES

(S1) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 30' MAST ARM WITH TWO NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW STREET NAME SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, ONE NEW BICYCLE DETECTION SIGN, ONE PEDESTRIAN SIGNAL HEAD, ONE NEW PEDESTRIAN PUSHBUTTON, ONE NEW CUSTOM ALL WAY WALK SIGN, AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. PUSHBUTTON SHALL FACE WEST, PARALLEL TO CROSSWALK. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S2) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE I SIGNAL POLE WITH ONE NEW VEHICLE SIGNAL HEAD, TWO NEW PEDESTRIAN SIGNAL HEADS AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE NORTH, PARALLEL TO CROSSWALK.

(S3) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-10.15. FURNISH AND INSTALL NEW PPB POLE WITH ONE PEDESTRIAN PUSHBUTTON. PUSHBUTTON SHALL FACE NORTH, PARALLEL TO CROSSWALK.

(S4) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 45' MAST ARM WITH THREE NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW STREET NAME SIGN, ONE NEW CUSTOM LEFT TURN YIELD SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, TWO NEW PEDESTRIAN SIGNAL HEADS, ONE NEW CUSTOM ALL WAY WALK SIGN, AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S5) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE PS POLE WITH ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE EAST, PARALLEL TO CROSSWALK.

(S6) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 20' MAST ARM WITH TWO NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW STREET NAME SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL TWO NEW PEDESTRIAN SIGNAL HEADS, ONE NEW PEDESTRIAN PUSHBUTTON, ONE NEW CUSTOM ALL WAY WALK SIGN, AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. PUSHBUTTON SHALL FACE EAST, PARALLEL TO CROSSWALK. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S7) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE I SIGNAL POLE WITH ONE NEW VEHICLE SIGNAL HEAD, ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, ONE NEW BICYCLE DETECTION SIGN, ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE SOUTH, PARALLEL TO CROSSWALK.

(S8) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE PS POLE WITH TWO NEW PEDESTRIAN SIGNAL HEADS AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PUSHBUTTON SHALL FACE SOUTH, PARALLEL TO CROSSWALK.

(S9) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-26.10. FURNISH AND INSTALL NEW TYPE III SIGNAL POLE AND 50' MAST ARM WITH THREE NEW VEHICLE SIGNAL HEADS, ONE NEW R10-11 SIGN, ONE NEW CUSTOM LEFT TURN YIELD SIGN, ONE NEW STREET NAME SIGN, AND ONE NEW PREEMPT DETECTOR ON MAST ARM. INSTALL ONE NEW CUSTOM ALL WAY WALK SIGN AND ONE NEW TERMINAL CABINET ON SIGNAL POLE. INSTALL ONE NEW KIM CURVILINEAR LUMINAIRE ON A 1-FT ARM AT 27-FT MOUNTING HEIGHT PER ILLUMINATION POLE SCHEDULE, SHEET T1.02.

(S10) CONSTRUCT NEW FOUNDATION PER WSDOT STD. PLAN J-21.10. FURNISH AND INSTALL NEW TYPE I POLE WITH ONE NEW BICYCLE SIGNAL HEAD, ONE NEW R10-22 SIGN, ONE NEW PEDESTRIAN SIGNAL HEAD AND ONE NEW PEDESTRIAN PUSHBUTTON ON SIGNAL POLE. PEDESTRIAN PUSHBUTTON SHALL FACE WEST, PARALLEL TO CROSSWALK.

(4) CONSTRUCT COMBINED CONTROLLER AND SERVICE CABINET FOUNDATION PER CITY OF REDMOND STD. DETAILS 459A AND 460. FURNISH AND INSTALL NEW TYPE TS2 TYPE 1 CONTROLLER CABINET. FURNISH AND INSTALL NEW 200 AMP SERVICE CABINET ON FOUNDATION PER WSDOT STANDARD PLAN J-10.21 AND CITY OF REDMOND STD. DETAIL 461.

(5) EXISTING LIGHT STANDARD INSTALLED WITH BELLWETHER OVERLAKE PROJECT TO REMAIN.

(6) NEW LIGHT STANDARD. SEE ILLUMINATION PLAN FOR DETAILS.

(7) REMOVE EXISTING JUNCTION BOX. FILL AND COMPACT VOID.

(8) INSTALL 30"X60" BIKE DETECTION LOOP PER CITY OF REDMOND STD. DETAIL 455.

(9) POWER SOURCE UNKNOWN AT TIME OF PLAN PREPARATION. CONTRACTOR SHALL COORDINATE WITH OWNER AND PSE TO CONFIRM A LOCATION FOR A 120/240V SINGLE PHASE POWER SOURCE CONNECTION, INCLUDING COMPLETING ALL FORMS/APPLICATIONS AND PAYMENT OF ALL ASSOCIATED FEES. THE CONTRACTOR SHALL INSTALL CONDUIT AND CONDUCTORS TO THE POWER SOURCE. PSE SHALL MAKE THE FINAL CONNECTION TO THE POWER SOURCE. CONTRACTOR TO ASSUME 500 FEET OF TRENCHING FOR BIDDING PURPOSES.

(10) INSTALL NEW INDUCTION LOOP PER CITY OF REDMOND STD. DETAILS 454A, 455, 456 AND 457.

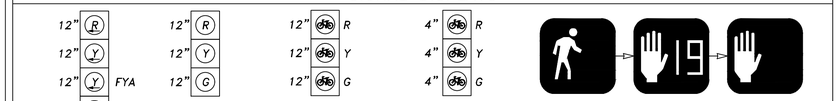
(11) REMOVE EXISTING FB POLE AND FOUNDATION TO A DEPTH OF AT LEASE 3-FT BELOW EXISTING OR FINISHED GRADE, WHICHEVER IS LOWER, OR REMOVE ENTIRELY PER CITY OF REDMOND STANDARD SPEC. 8-20.3(29). FILL AND COMPACT VOID. SALVAGE POLE AND REMAINING SIGNAL EQUIPMENT AND RETURN TO CITY OF REDMOND.

(12) EXISTING LIGHT STANDARD TO BE RELOCATED WITH BELLWETHER OVERLAKE PROJECT.

(13) PSE SHALL REMOVE EXISTING LIGHT STANDARD AND FOUNDATION. FILL AND COMPACT VOID. SALVAGE POLE AND REMAINING SIGNAL EQUIPMENT AND RETURN TO CITY OF REDMOND.

(14) INTERCEPT AND EXTEND EXISTING CONDUIT TO NEW JUNCTION BOX.

SIGNAL DISPLAYS



- ALL VEHICLE HEADS SHALL HAVE 12" LENSES.
- VEHICLE HEADS ON MAST ARMS SHALL USE TYPE M MOUNTS (CONNECTED BETWEEN THE RED AND YELLOW SIGNAL FACES).
- VEHICLE HEADS ON TYPE III POLES SHALL USE TYPE H SIDE MOUNTS.
- PEDESTRIAN HEADS ON TYPE III POLES SHALL USE TYPE E CLAMSHELL MOUNTS.
- PEDESTRIAN HEADS ON TYPE PS POLES SHALL USE TYPE D TOP MOUNTS.
- ALL SIGNAL DISPLAYS USE TUNNEL VISORS.

SIGN LEGEND

152 Ave NE — (S1)* (MAXIMUM 96W"X24H") 12" D MIXED CASE

Da Vinci Ave NE — (S2)* (MAXIMUM 104W"X24H 12" D MIXED CASE

*MAST ARM STREET NAME AND BLOCK NUMBER SIGNS SHALL USE TEXT SPACING, MARGINS, WIDTH, ETC. PER WSDOT SIGN FABRICATION MANUAL. CONTRACTOR SHALL SUBMIT PROOFS FOR CITY OF REDMOND TRAFFIC OPERATIONS APPROVAL.

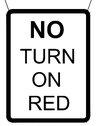
**CONTRACTOR SHALL REMOVE FLAGS AFTER ACTIVATION OF TRAFFIC SIGNAL.

CUSTOM (30"x42") (S3)



BACKGROUND:	WHITE
BORDER:	BLACK
OUTER BORDER:	WHITE
LETTERS/SYMBOLS:	BLACK
ARROW:	YELLOW

TEXT STYLE SHALL MATCH MUTCD SIGN R10-12



(S4) NEW** R10-11 (30"X36")



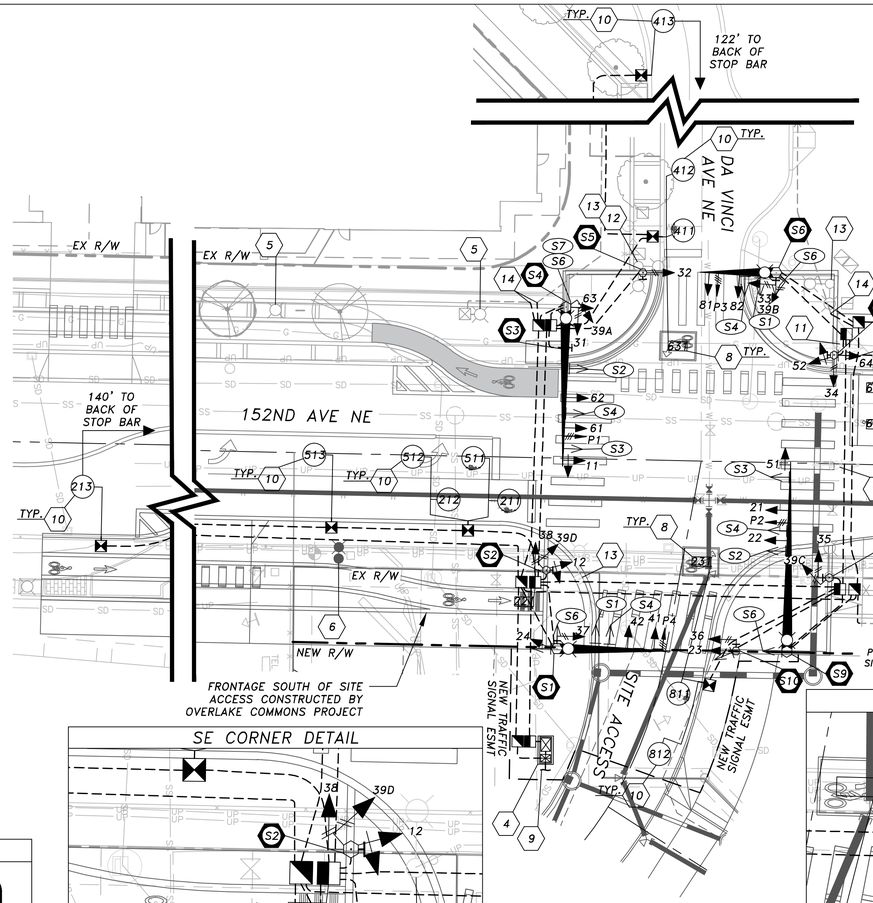
(S5) NEW CUSTOM SIGN

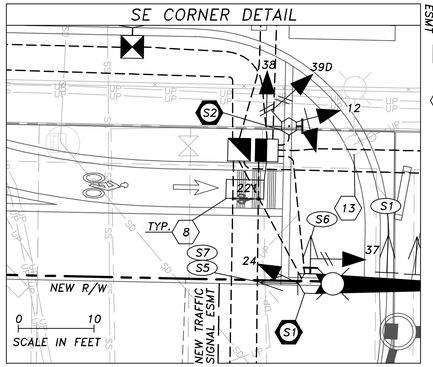


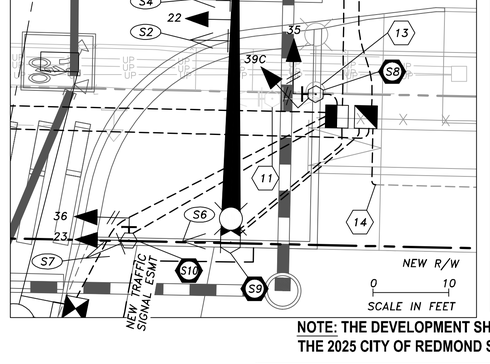
(S6) NEW** CUSTOM SIGN



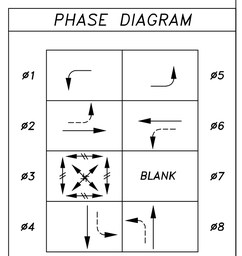
(S7) NEW R10-22 (12"X18")







PHASE DIAGRAM



PRE-EMPT
P1 = ø1 & ø6
P2 = ø2 & ø5
P3 = ø8
P4 = ø4

SIGNAL & ILLUMINATION LEGEND

EXIST.	NEW	DESCRIPTION
☒ ◪ ◫	◪ ◧	JUNCTION BOX TYPE 1,2,8
	→	VEHICLE SIGNAL HEAD
	→	PEDESTRIAN SIGNAL HEAD
		SIGNAL POLE TYPE III
○	⬡	SIGNAL POLE TYPE I,PS,FB
	⊢	MAST ARM MOUNTED SIGN
		EMERGENCY PRE-EMPTION DETECTOR
		ROADWAY LIGHT STANDARD
		PEDESTRIAN LIGHT STANDARD
		CONDUIT
	◯	VEHICLE DETECTION LOOP
		CONTROLLER CABINET
		SERVICE CABINET
	⬡	CONSTRUCTION NOTE
	⬡	SIGNAL POLE/ILLUMINATION POLE NUMBER
	△	WIRE NOTE

NOTES:

- CONTRACTOR SHALL INSTALL POST-MOUNTED W23-2 MOD "NEW SIGNAL AHEAD" SIGN WITH ORANGE FLAGS FOR EACH APPROACH OF THE INTERSECTION PRIOR TO ACTIVATION OF TRAFFIC SIGNAL. CONTRACTOR SHALL REMOVE SIGNS 90 DAYS AFTER ACTIVATION OF TRAFFIC SIGNAL.
- THIS TRAFFIC SIGNAL PLAN IS PROVIDED FOR REFERENCE ONLY. THE TRAFFIC SIGNAL MAY BE CONSTRUCTED BY EITHER THE OVERLAKE COMMONS PROJECTS OR THE ACG R22 PROJECT, DEPENDING ON THE TIMING FOR EACH PROJECT. IT IS EXPECTED THAT THE FIRST PROJECT TO MOVE FORWARD WILL BE RESPONSIBLE FOR CONSTRUCTING THE TRAFFIC SIGNAL. COST SHARING FOR THE TRAFFIC SIGNAL WILL BE ADDRESSED BY PRIVATE AGREEMENT BETWEEN OVERLAKE COMMONS AND ACG R22.

NOTE: THE DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2025 CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS

NO.	DATE	BY	CHD.	APPR.	REVISION
5	11/13/25	SSO	GMD	CTB	CYCLE #3 SPE PERMIT CORRECTIONS
4	10/20/25	SSO	GMD	CTB	50% DD SUBMITTAL
3	09/29/25	SSO	GMD	CTB	CYCLE #2 SPE PERMIT CORRECTIONS
2	07/25/25	SSO	GMD	CTB	CYCLE #1 SPE PERMIT CORRECTIONS
1	02/19/25	BVL	GMD	CTB	SPE SUBMITTAL

DRAWN BY: DAG/BL | DESIGNED BY: SSO
CHECKED BY: GMD | APPROVED BY: CTB
DATE: 11/13/25
JOB No. : TENW 2024-305
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

TENW
520 KIRKLAND WAY, SUITE 100, KIRKLAND, WA. 98033
GLEN DUBREUIL, PRINCIPAL
DUBREUIL@TENW.COM | 206-295-6776

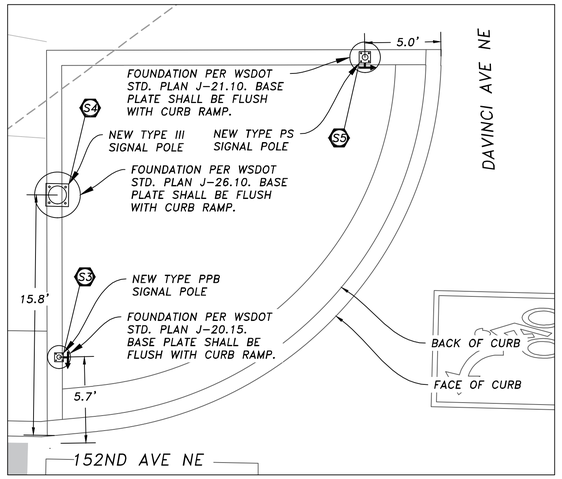
TRAFFIC SIGNAL PLAN

SHEET
EXH-4

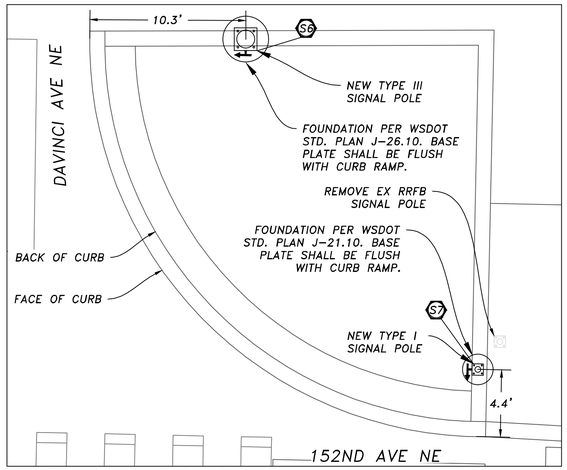
SIGNAL GENERAL NOTES

1. THE LOCATION OF ALL CONDUIT, JUNCTION BOXES, AND CABINETS SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY AND FINAL LOCATIONS SHALL BE DETERMINED BY THE ENGINEER OR CITY INSPECTOR.
2. ALL TRAFFIC SIGNAL AND PEDESTRIAN HEADS AND PUSH BUTTONS SHALL BE SECURELY AND COMPLETELY COVERED WHILE SIGNAL IS NOT IN OPERATION.
3. JUNCTION BOXES SHALL BE PLACED OUTSIDE OF PAVEMENT SURFACE AND WHEELCHAIR RAMPS UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.
4. ALL WORK SHALL BE IN ACCORDANCE WITH CITY OF REDMOND STANDARDS AND SPECIFICATIONS.
5. THE LOCATIONS OF FEATURES SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AS NECESSARY.
6. THE CONTRACTOR SHALL SUBMIT A REQUEST TO THE INSPECTOR FOR MATERIALS APPROVAL PRIOR TO PROCURING ANY MATERIALS AT THE EARLIEST POSSIBLE DATE. MATERIALS THAT HAVE NOT BEEN APPROVED BY THE CITY OF REDMOND SHALL NOT BE ALLOWED ON THE PROJECT SITE.
7. ALL WORK SHALL BE CONSISTENT WITH UTILITY AGENCY REQUIREMENTS. THE CONTRACTOR SHALL CONTACT ALL PERTINENT UTILITY AGENCIES 48 HOURS BEFORE COMMENCING WORK, AND SHALL COORDINATE WITH AFFECTED UTILITY AGENCIES THROUGHOUT THE PROJECT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY THE AFFECTED UTILITY COMPANY AND THE CITY OF REDMOND IMMEDIATELY UPON DAMAGE.
9. THE CURRENT EDITION OF THE CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS SHALL BE CONSIDERED PART OF THIS CONTRACT. THIS DOCUMENT CAN BE FOUND AT: HTTPS//WWW.REDMOND.GOV/709/STANDARD-SPECIFICATIONS-DETAILS.
10. EXISTING FEATURES TO REMAIN UNLESS OTHERWISE NOTED.
11. ALL CONDUCTORS FOR SIGNAL HEADS, LOOPS, PEDESTRIAN HEADS, PUSHBUTTONS, AND STREET LIGHTS SHALL BE LABELED IN EACH JUNCTION BOX.
12. PRESERVE AND PROTECT EXISTING TRAFFIC LOOPS UNLESS OTHERWISE INDICATED.
13. INSTALL A DETECTABLE PULL WIRE IN ALL NEW SPARE CONDUIT
14. ALL NEW TRAFFIC SIGNAL POLE AND ILLUMINATION POLE FOUNDATION LOCATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO EXCAVATION. FOR TRAFFIC SIGNAL POLE FOUNDATIONS, THE CONTRACTOR SHALL CHECK FOR MINIMUM OVERHEAD CLEARANCE OF 16'8" FOR ALL SIGNAL HEADS ABOVE THE STREET PRIOR TO POURING OF FOUNDATION.
15. THE CONTRACTOR SHALL CONFIRM THAT 10 FEET MINIMUM CIRCUMFERENTIAL CLEARANCE IS PROVIDED BETWEEN LUMINAIRE POLES AND OVERHEAD POWER LINES. IF A CONFLICT IS DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO FOUNDATION INSTALLATION.
16. SIGNAL AND ILLUMINATION CONDUIT SHALL BE PLACED IN THE SAME TRENCH AS OTHER UTILITIES WHERE POSSIBLE. THE JUNCTION BOX AND CONDUIT LOCATIONS SHOWN ARE APPROXIMATE.
17. ALL JUNCTION BOXES SHALL HAVE A LOCKING LID PER WSDOT STANDARD PLANS J-40.10 AND J-40.30. INSTALL SLIP-RESISTANT LID ON ALL JUNCTION BOXES LOCATED WITHIN THE SIDEWALK. ALL JUNCTION BOXES IN LANDSCAPING SHALL INCLUDE A CONCRETE COLLAR PER CITY OF REDMOND DETAIL 464.
18. TEMPORARY INTERSECTION DETECTION CAMERAS SHALL BE INSTALLED AND BE OPERATIONAL PRIOR TO DISCONNECTING EXISTING LOOPS.

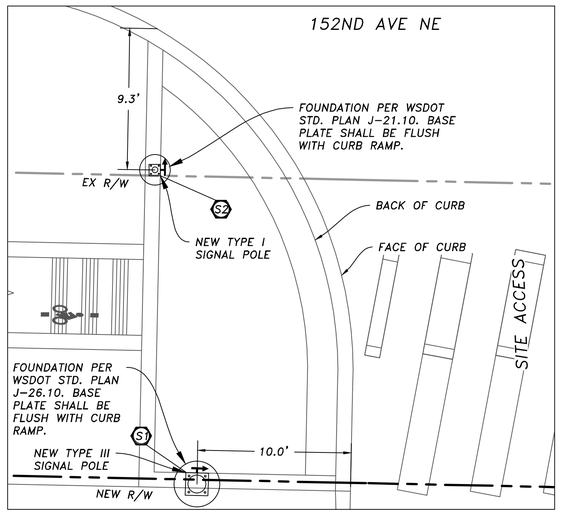
NOTE:
PROJECT SIGNAL CONTRACTOR SHALL COORDINATE WITH THE PROJECT CONCRETE CONTRACTOR TO ENSURE RELATIONSHIPS/DIMENSIONS BETWEEN SIGNAL POLES AND CURB RAMPS ARE MAINTAINED.



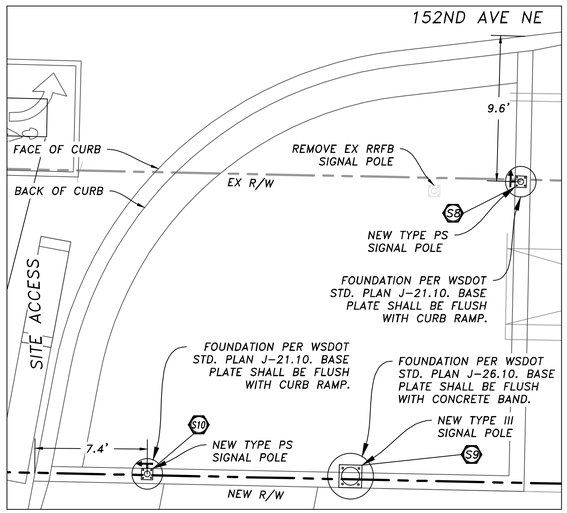
INTERSECTION DAVINCI AVE NE & 152ND AVE NE
SW QUADRANT DETAIL
SCALE: 1"=5'



INTERSECTION DAVINCI AVE NE & 152ND AVE NE
NW QUADRANT DETAIL
SCALE: 1"=5'



INTERSECTION DAVINCI AVE NE & 152ND AVE NE
SE QUADRANT DETAIL
SCALE: 1"=5'



INTERSECTION DAVINCI AVE NE & 152ND AVE NE
NE QUADRANT DETAIL
SCALE: 1"=5'

N

NOTE: THE DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2025 CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS

NO.	DATE	BY	CHD.	APPR.	REVISION
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DRAWN BY: DAG/BL | DESIGNED BY: SSO
CHECKED BY: GMD | APPROVED BY: CTB
DATE: 11/13/25
J O B No. : TENW 2024-305
SCALE:

CALL TWO BUSINESS DAYS BEFORE YOU DIG 1-800-424-5555

TENW
520 KIRKLAND WAY, SUITE 100, KIRKLAND, WA, 98033
GLEN DUBREUIL, PRINCIPAL
DUBREUIL@TENW.COM | 206-295-6776

SHEET

TRAFFIC SIGNAL POLE PLACEMENT DETAILS

EXH-5

Exhibit C

Memorandum of Agreement

DRAFT

Return Address:

ACG Development, Inc.
15 Lake Bellevue Drive, Suite 200
Bellevue, Washington 98005

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in) MEMORANDUM OF AGREEMENT
Reference Number(s) of Documents assigned or released: [INSERT] Additional reference #'s on page _____ of document
Grantor(s) Exactly as name(s) appear on document City of Redmond, a Washington municipal corporation Additional names on page _____ of document
Grantee(s) Exactly as name(s) appear on document [INSERT] Additional names on page _____ of document
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range) LOT 1, OF CITY OF REDMOND SHORT PLAT NO. SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO. 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO. SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO. 8202190622, IN KING COUNTY, WASHINGTON; EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO. 8302240792; ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E. BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO. 20080731001810; ALSO EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO. 20190702001341.
Assessor's Property Tax Parcel / Account Number 0673100010
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**Memorandum**") is entered into by and between the City of Redmond ("**City**"), a Washington municipal corporation, and [Owner Entity] ("**Owner**").

1. Owner and the City have entered into a Development Agreement pursuant to RCW 36.70B.170-210 (the "**Development Agreement**") pursuant to Resolution No. [insert].

2. The Development Agreement applies to property owned by Owner legally described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**").

3. The Development Agreement is valid for a term of ten (10) years with the option to extend for an additional five (5) years, for a total possible term of fifteen (15) years.

4. The Development Agreement, as recorded by this Memorandum, shall run with the land. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under the Development Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. The Development Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property during the term of the Development Agreement.

5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Development Agreement, the provisions of which shall in all instances prevail.

6. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document.

In WITNESS WHEREOF, THIS AGREEMENT has been entered into by the City and Owner on the dates set forth below.

[Add signature blocks]

Exhibit A

Legal Description of Property

The Property referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOT 1, OF CITY OF REDMOND SHORT PLAT NO. SS-82-2R AS RECORDED NOVEMBER 3, 1988 UNDER KING COUNTY RECORDING NO. 8811030192, BEING A REVISION OF KING COUNTY SHORT PLAT NO. SS-82-2 AS RECORDED FEBRUARY 19, 1982 UNDER KING COUNTY RECORDING NO. 8202190622, IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY INSTRUMENT RECORDED FEBRUARY 24, 1983 UNDER RECORDING NO. 8302240792; ALSO

DRAFT

EXCEPTING THEREFROM THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND, A WASHINGTON MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR 152ND AVENUE N.E. BY DEED RECORDED JULY 31, 2008 UNDER RECORDING NO. 20080731001810; ALSO

EXCEPT THAT PORTION OF LOT 1 THEREOF CONVEYED TO THE CITY OF REDMOND FOR NORTHEAST 131ST STREET BY DEED RECORDED JULY 02, 2019 UNDER RECORDING NO. 20190702001341.

Redmond WASHINGTON

Item		Discussion Notes	Issue Status
R22 Master Planned Development, Development Agreement, Binding Site Plan, and Site Plan Entitlement			
1.	Affordable Housing and Incentive Program (Council President Stuart)	**Council Discussion** Council President Stuart requested information on the affordable housing and any Incentive Program measures that are proposed with this application. **Staff Comments** The applicant is proposing that 12.5% of residential dwelling units be affordable to households making up to 50% of the King County area median income (AMI). In order to achieve the minor increase in allowable floor area ratio (FAR) required to support the project as proposed, the applicant is proposing one additional affordable dwelling unit at 50% AMI, which would achieve 40 points (equivalent to 0.8 bonus FAR), pursuant to RZC 21.55.200.	Opened 2/3/26 Closed 2/24/26
2.	Deviation Requests (Councilmember Kritzer)	**Council Discussion** Councilmember Kritzer requested information on the requests for deviations and Administrative Design Flexibility that are being made with this application. **Staff Comments** The application requests ten (10) instances of flexibility from Redmond Zoning Code (RZC) standards, and the deviation requests are summarized below. The RZC provides mechanisms for requesting flexibility, and the code authority by which the flexibility is requested is also included below. • Administrative Design Flexibility-Impervious Surface Coverage: RZC 21.12.500 establishes a maximum impervious surface coverage of 80% of the site area in the OBAT Zone. The applicant is requesting ADF to increase the allowable impervious surface to 86% across the Master Plan area. The project seeks to maximize the density on the site while still allowing abundant light and views to dwelling units and avoiding bulky massing from the street, which requires a building that covers a large portion of the site. Therefore, the request for increased impervious surface allows for the Master Plan to achieve superior design. The Technical Committee recommends approval of this ADF request.	Opened 2/3/26 Closed 2/24/26

Item	Discussion Notes	Issue Status
	o Code Authority: RZC 21.76.070.C • Landscaping Deviation-5′ Planting Area: RZC 21.32.050.P requires that a minimum five-foot-wide planting area be provided between all exterior building walls and vehicular paved areas such as driveways and parking lots. Some of the areas between buildings and vehicular paved areas are not able to provide the minimum 5-foot planting width required because of vehicle and fire access width requirements. The proposal provides planting at reduced widths where planting remains feasible, reducing widths to 3′9″ and 4′8″ in certain locations. In those locations dedicated to emergency access and back-of-house functions, planting has been omitted between the drive aisle and the building. While the proposal does not strictly comply with the landscaping requirements along each individual drive aisle, the overall Master Plan area provides high-quality areas of consolidated landscaping in common open space areas and along the public right-of-way that meet the intent of the landscaping standards of RZC 21.32. This deviation is granted by the Technical Committee. o Code Authority: RZC 21.32.030. • Landscaping Deviation-Urban Landscaping Tree Requirements: RZC 21.32.070.B.3 requires that one tree be provided for every 125 square feet of required open space, which would require 226 trees to be planted on-site. The required number of trees is not feasible due to conflicts with underground utilities and ancillary equipment. Trees must be planted a certain distance from underground utilities so that roots do not interfere with underground pipes or cables, thereby limiting the number of trees able to be planted. Per RZC 21.32.030.A, the Technical Committee may allow deviations from the landscaping standards of RZC 21.32 in the case of conflicts with utilities. This deviation is granted by the Technical Committee. o Code Authority: RZC 21.32.030. • Tree Exception Request: RZC 21.72 establishes standards for the retention, protection, and replacement of trees when development occurs. As noted in Section VI, the applicant is seeking a tree exception to remove landmark trees and retain less than 35% of existing significant trees on-site. RZC 21.72.090 authorizes the Administrator to grant exceptions to the requirements of RZC 21.72, provided that the exception request satisfies the criteria of	

Item	Discussion Notes	Issue Status
	RZC 21.72.090.B. Strict compliance with the tree code standards would be in conflict with the increased density of urban centers and would be inconsistent with the adopted vision for the Overlake Metro Center. Strict compliance with tree retention standards is made more difficult by the fact that the existing site is developed with surface parking, with trees interspersed within the parking area throughout the interior of the lot. In order for this site to achieve the higher-density urban development envisioned in Redmond 2050, exceptions from the standards of RZC 21.72 are necessary. The deviation is granted by the Administrator. o Code Authority: RZC 21.72.090 • Deviation-Vehicle Parking Dimensions: RZC 21.40.010 establishes dimensional standards for parking spaces. The applicant is requesting a deviation from minimum parking space width requirements to allow for partial intrusion of structural columns into parking spaces. Pursuant to RZC 21.40.010.E.1, the Technical Committee may approve alternate designs not meeting the established parking standards when a qualified transportation engineer demonstrates that the alternate design proposal meets more current and accepted standards. The applicant cited Desman, an engineering firm that specializes in parking garage design, which indicated that the narrower stalls are an acceptable solution for residential parking (Attachment 10-Sheet 34 and Attachment 11-Sheet 33). Therefore, the deviation is granted by the Technical Committee. o Code Authority: RZC 21.40.010 • Administrative Design Flexibility-Private Open Space: The applicant is requesting ADF from the private open space requirements of RZC 21.36.100.B to allow for only 53% of dwelling units to provide private open spaces such as balconies and patios. The applicant is also requesting that up to 50% of the balconies be 12 square feet rather than the minimum 50 square feet typically required. RZC 21.36.100.B.2 specifically allows for these deviations to be pursued through the ADF process. Providing one 50-foot balcony per unit would result in a cluttered façade, and the reduction in size allows for more flexibility and variation in the façade, contributing to a better overall design. The Technical Committee recommends approval of this ADF request. o Code Authority: RZC 21.76.070.C	

Item	Discussion Notes	Issue Status
	• Administrative Design Flexibility-Street Typology and Relationship to Buildings: For Phase 2, the applicant is requesting ADF from the requirement that there must be a minimum of 50% of the building edge within 0-20 feet from the street-facing property line, as required by RZC 21.12.510.C. Existing utility easements along the street front for Phase 2 prevent the project from complying with the minimum building edge requirement. However, the building front of Phase 2 is located as near to the sidewalk as is feasible, maintaining a 0-20 foot distance for 28% of the building front and being located no further than 38 feet from the sidewalk at any point. Strict compliance with the street typology standards would result in underdevelopment of the site, so the ADF allows the proposal to better meet the intent of the OBAT Zone. The Technical Committee recommends approval of the ADF. o Code Authority: RZC 21.76.070.C • Administrative Design Flexibility-Minimum Waste Collection Points and Storage: the applicant is seeking ADF from the requirement that no dwelling unit within a multifamily development be more than 200 feet from a solid waste collection point (RZC 21.45.050). Each floor with dwelling units has a centralized trash collection room. The project proposes a maximum distance of 360 feet from dwelling unit to trash collection room. Due to significant grade changes across the site and the desire to limit the number of access roads through the site, there is only one location at the base of each building that is suitable for trash pickup. Providing additional ground-level trash transfer rooms would reduce the overall area dedicated to parking and resident amenities. While the maximum travel distance to dispose of trash is greater than 200 feet for some units, all of that distance is indoors and on the same floor. The Technical Committee recommends approval of the ADF. o Code Authority: RZC 21.76.070.C • Alternative Design Compliance-Rooflines: For Phase II, the applicant is requesting Alternative Design Compliance for the requirement that the width of any continuous roofline treatment must not extend more than 120 feet (RZC 21.58.3200). The applicant proposes continuous rooflines greater than 120 feet along internal access drive aisles, while maintaining roofline modulation for those façades facing the public street. Because the facades seeking	

Item	Discussion Notes	Issue Status
	Alternative Design Compliance do not face the street and have other buildings relatively close, the rooflines will not be easily visible from the public right-of-way or from ground level. In addition, the facades in question have a pattern of varying colors and materials as well as balconies, which serve to add texture and break down the perceived scale of the façade. The Alternative Design Compliance request meets the criteria of RZC 21.58.0300.E, and the request is granted. o Code Authority: RZC 21.58.0300.E • Alternative Design Compliance-Minimum Residential Courtyard Dimensions: For Phase 2, the applicant is requesting Alternative Design Compliance from the minimum residential courtyard dimensions of RZC 21.58.6030, which require a minimum courtyard width of 55 feet. The majority of the east and west courtyards in the Phase 2 building comply with the minimum 55-foot width requirement, but due to the irregular shapes of the courtyards, there are points that narrow to a minimum of 36 feet for the west courtyard and 44 feet for the east courtyard. This deviation from courtyard width requirements allows for well-designed and usable courtyards that visually open to the street while still providing a balance of privacy and seclusion from traffic noise, thereby meeting the purpose of the courtyard dimension standards. The Alternative Design Compliance request is granted. o Code Authority: RZC 21.58.0300.E	

NON-CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADOPTING THE TECHNICAL COMMITTEE'S RECOMMENDATION TO APPROVE THE R22 MASTER PLANNED DEVELOPMENT, DEVELOPMENT AGREEMENT, PHASE 1 SITE PLAN ENTITLEMENT, PHASE 2 SITE PLAN ENTITLEMENT, AND BINDING SITE PLAN (LAND-2025-00049, LAND-2025-00050, LAND-2025-00051, LAND-2025-00052, & LAND-2025-00091), AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, American Capital Group ("Applicant") submitted a Master Planned Development, Development Agreement, Phase 1 Site Plan Entitlement, Phase 2 Site Plan Entitlement, and Binding Site Plan application to develop two mid-rise mixed-use residential buildings and site improvements (the "Project"); and

WHEREAS, the application is a Consolidated Type V permit decision; and

WHEREAS, the Redmond Zoning Code (RZC) authorizes the City Council to conduct an open record hearing for the Consolidated Type V Land Use Application; and

WHEREAS, on January 28, 2026, the City's Technical Committee recommended approval of the R22 Consolidated Type V Land Use Application (LAND-2025-00049, LAND-2025-00050, LAND-2025-00051, LAND-2025-00052, & LAND-2025-00091); and

WHEREAS, on March 17, 2026, the City Council opened an open record public hearing to receive and review the application record and hear testimony relative to the R22 Consolidated Type V Land Use Application (LAND-2025-00049, LAND-2025-00050, LAND-2025-00051, LAND-2025-00052, & LAND-2025-00091) and closed the hearing on March 17, 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This is a non-code ordinance.

Section 2. Findings, Conclusions, and Conditions of Approval. After carefully reviewing the record and considering the evidence and arguments in the record and in the Technical Committee's recommendation, the City Council hereby adopts the findings, analysis, and conclusions in the Technical Committee's recommendation for the R22 Consolidated Type V Land Use Application, which includes a Master Planned Development, Development Agreement, Phase 1 Site Plan Entitlement, Phase 2 Site Plan Entitlement, and Binding Site Plan.

Section 3. Approval. The City Council hereby approves the R22 Consolidated Type V Land Use Application, subject to the conditions of approval identified in the Technical Committee's recommendation dated January 28, 2026.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 2026.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____

REBECCA MUELLER, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT FOR A SITE OWNED BY ACG KINECT REDMOND 22 OWNER LLC LOCATED AT PARCEL NO. 0673100010

WHEREAS, ACG Kinect Redmond 22 Owner LLC (the "Owner") owns Parcel No. 0673100010 (the "Site") within the Overlake neighborhood; and

WHEREAS, the Owner has requested that the City of Redmond ("City") and the Owner enter into a development agreement for the Site in order to set forth the development standards and other provisions that will govern and vest a Master Planned Development including two mid-rise mixed-use residential buildings and site improvements (the "Project"); and

WHEREAS, pursuant to Redmond Zoning Code (RZC) Section 21.76.070.P, the Redmond City Council reviewed and approved the R22 Consolidated Type V Land Use Application for a Master Planned Development, Development Agreement, Phase 1 Site Plan Entitlement, Phase 2 Site Plan Entitlement, and Binding Site Plan; and

WHEREAS, pursuant to RCW 36.70B.200, the Redmond City Council held and opened a public hearing on the proposed agreement on March 17, 2026 and closed the record on March 17, 2026; and after

considering all testimony presented at the public hearing, determined that a development agreement for the Site should be approved.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Development Agreement Approved. That agreement entitled "R22 Development Agreement" attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full, is hereby approved and shall govern development of the Site described in said Agreement. The Mayor is hereby authorized to execute the Development Agreement on behalf of the City.

Section 2. Recording. As provided in RCW 36.70B.190, a signed original of the Agreement shall be recorded with the real property records of King County, Washington and shall be binding on the parties and their successors and assigns.

ADOPTED by the Redmond City Council this _____ day of _____ _____, 2026.

APPROVED:

_____
ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-050
Type: Staff Report

TO: Members of the City Council
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
Finance	Hailey Zurcher	Financial Planning Manager

TITLE:
Fourth Quarter 2025 Financial Report

OVERVIEW STATEMENT:
Review the City's financial performance from January 2025 to December 2025. Please note that the 2025 year-end process is still in progress, and the figures presented here are preliminary due to the impact on December figures.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information** ☐ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  N/A
- **Council Request:**
  Council has requested regular updates from the Finance Department.
- **Other Key Facts:**
  N/A

OUTCOMES:
The key financial highlights from January 1, 2025, through December 31, 2025, include the following:

REVENUE:

Total General Fund revenue is 6.0%, or $8.9 million, above target.

- **Property Tax** is 1%, or $290,000, below target.
- **Sales & Use Tax** is 24% ($11.3 million) above target, driven primarily by growth in wholesale and information industries.
- **Utility & Other Taxes** are 2%, or $278,000, above target.
- **Development Permits and Fees** are 3%, or $481,000, above target. Development fees were updated in 2024.
- **Business License Fees** are 3%, or $170,000, above target.
- **Other Revenues** are 7%, or $2.6m, under target.

EXPENDITURES:

- Total General Fund and TIS expenditures are 2%, or $6.9 million, under target.
- Spend rate for some departments above/below target:
  - **Executive Department** is 8.6%, or $1.3 million, below target primarily due to position vacancies and timing of spending one-time projects.
  - **Planning Department** is 9.0%, or $2.7 million, below target primarily due to position vacancies and timing of one-time expenditures.
- **Overtime Expenditures:** Total overtime expenditures are 15.1% ($1.9 million) over the expected target. Overages are primarily seen in the Fire department, due to the backfilling of department vacancies to maintain daily staffing levels, and the Police department, due to the review of body-worn camera footage and community outreach.
- **Capital Investment Program (CIP):** Total expenditures are 15.9%, or $31.9 million under budget, reflecting the continuation of several major projects and the commencement of new initiatives, including the Evans Creek Relocation project, Pedestrian and Bicycle Improvements, Downtown Adaptive Signals, Pavement Repairs, MOC Predesign, and ADA Facility Improvements.
- **Business Technology Investment Program (BTIP):** Total expenditures are 28.0%, or $2.8 million under budget, reflecting the continuation of some major projects and the commencement of new initiatives, including Workforce Management Phase 2, and Dynamics 365.

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:
N/A

Approved in current biennial budget: ☐ **Yes** ☐ **No** ☒ **N/A**

Budget Offer Number:
N/A

Budget Priority:
Strategic and Responsive

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

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:
N/A

ATTACHMENTS:
Attachment A: Fourth Quarter 2025 Financial Report Presentation



Quarterly Financial Overview – Q4 2025

March 17, 2026

Kelley Cochran, Finance Director

Redmond
WASHINGTON

Agenda

- Economic Update
- Preliminary Fourth Quarter Results:
  - General Fund
  - Other Programs
  - Citywide Overtime
  - Capital Programs

Finance Reports

- Timing of Quarterly Financial Reports
- Year-end & month-end closing processes/timelines
- Monthly Financial Reports
  - Availability
  - www.Redmond/Financial-Reports

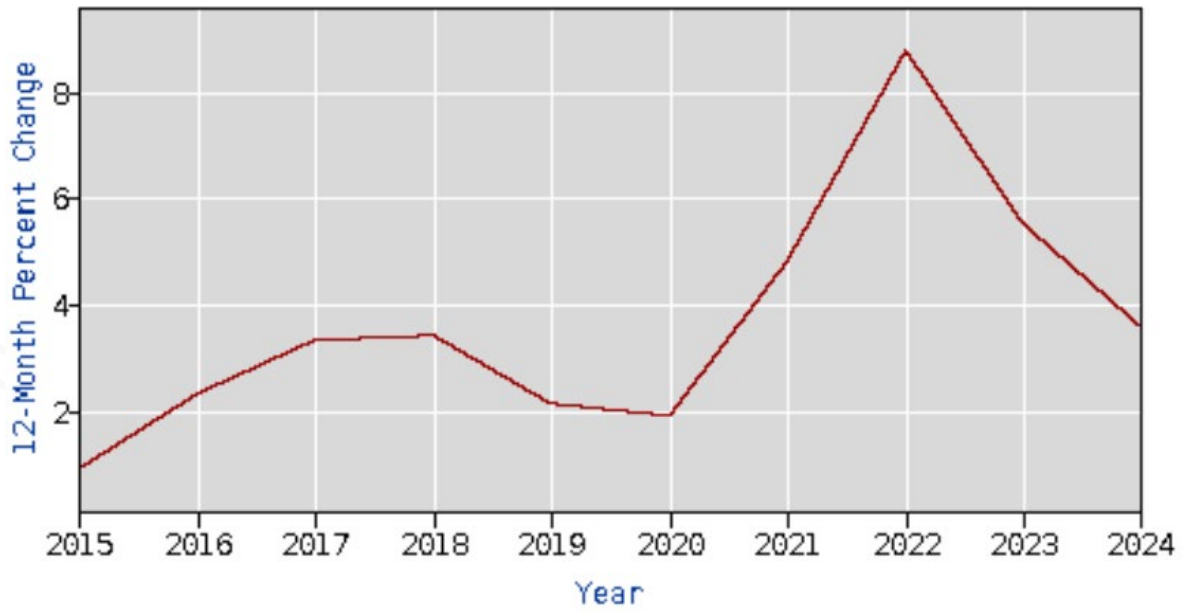
Economic Uncertainty & Recession Risk

- Federal & Indirect Federal Funding
- Geopolitical & Trade Policy Uncertainty
- Shifts in Consumer Behavior
- Increased Cost of Public Procurement

Economic Update

CPI-W (Seattle/Tacoma/Bellevue)

Oct 2023	Dec 2023	Feb 2024	Apr 2024	Jun 2024	Aug 2024	Oct 2024	Dec 2024	Feb 2025	Apr 2025	Jun 2025	Aug 2025	Dec 2025
4.4%	4.3%	4.2%	4.5%	3.6%	3.0%	2.7%	2.9%	2.6%	1.6%	2.7%	3.2%	3.1%



Economic Update – King County Forecasts

Countywide Taxable Retail Sales Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Feb 2026)	0.0%	1.9%	8.1%	2.0%	2.1%	2.7%	3.0%	3.9%	2.6%	3.9%
Prior (Nov 2025)	0.0%	2.2%	8.1%	2.4%	2.6%	2.8%	3.3%	3.2%	4.1%	4.0%

Countywide Assessed Valuation Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Dec 2025)	-5.3%	4.8%	4.5%	2.8%	4.2%	4.7%	4.4%	3.8%	2.7%	2.9%
Prior (Jul 2025)	-5.3%	4.8%	2.9%	3.9%	4.4%	4.3%	4.0%	4.7%	3.5%	3.3%

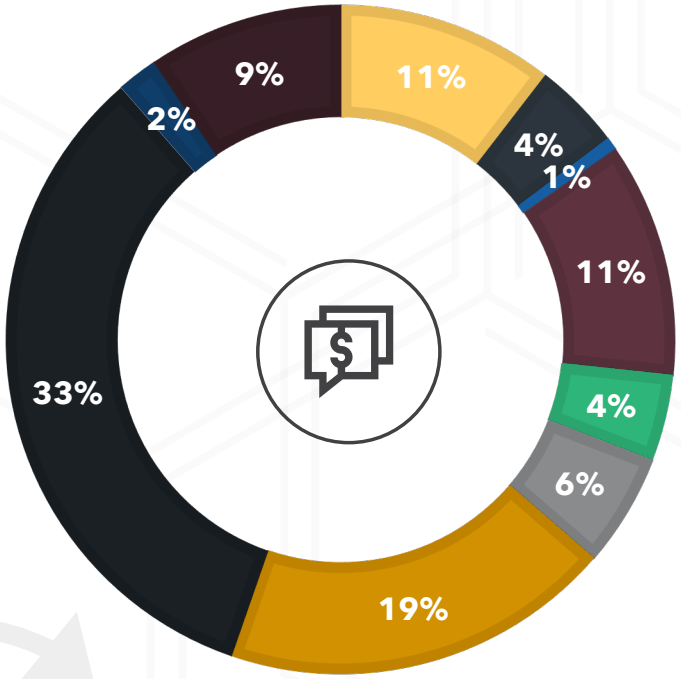
Countywide Employment Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Feb 2026)	0.6%	-0.8%	-0.5%	0.2%	0.6%	0.6%	0.6%	0.5%	0.5%	0.7%
Prior (Nov 2025)	0.6%	-0.8%	-0.4%	0.5%	0.9%	0.9%	0.8%	0.7%	0.8%	0.9%

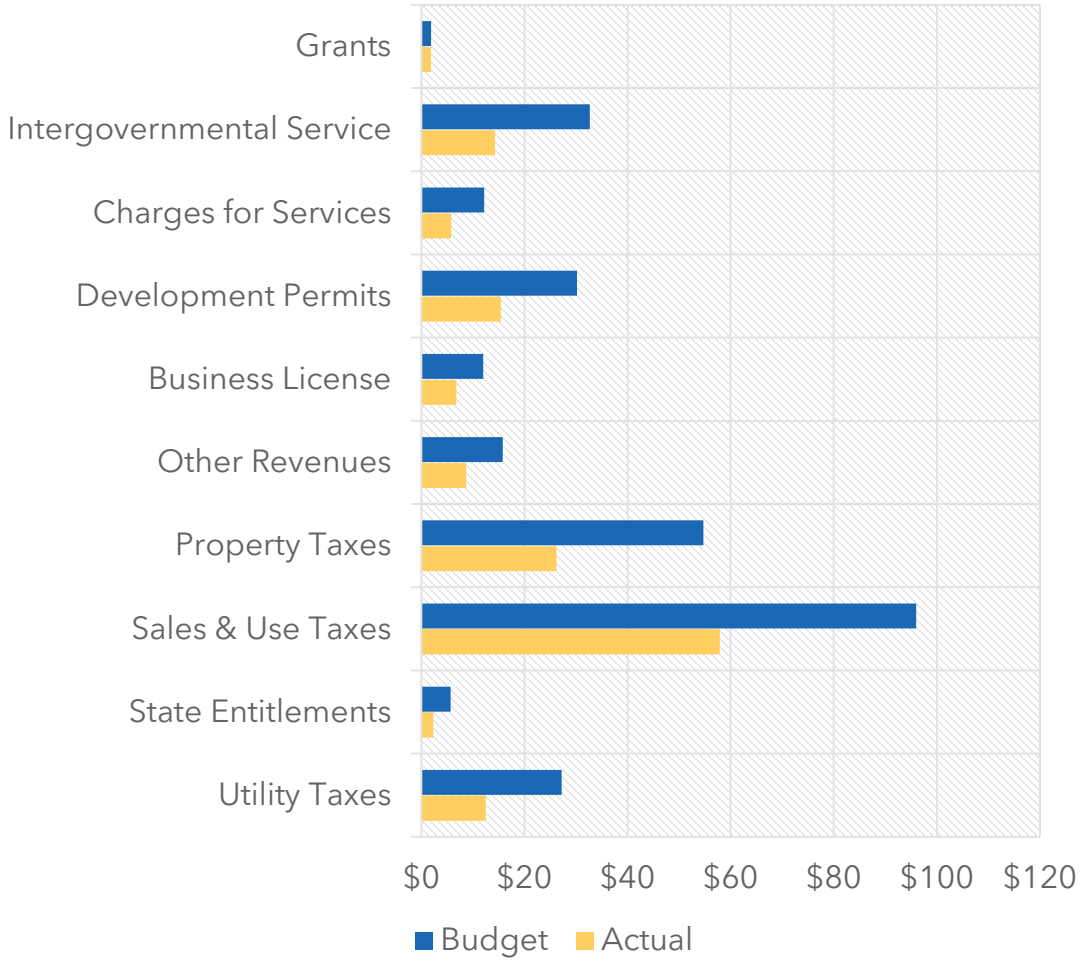
Source: King County Office of Economic and Financial Analysis

General Fund Revenue – Q4 2025

BIENNIAL BUDGET $288.4M



BUDGET VS ACTUAL



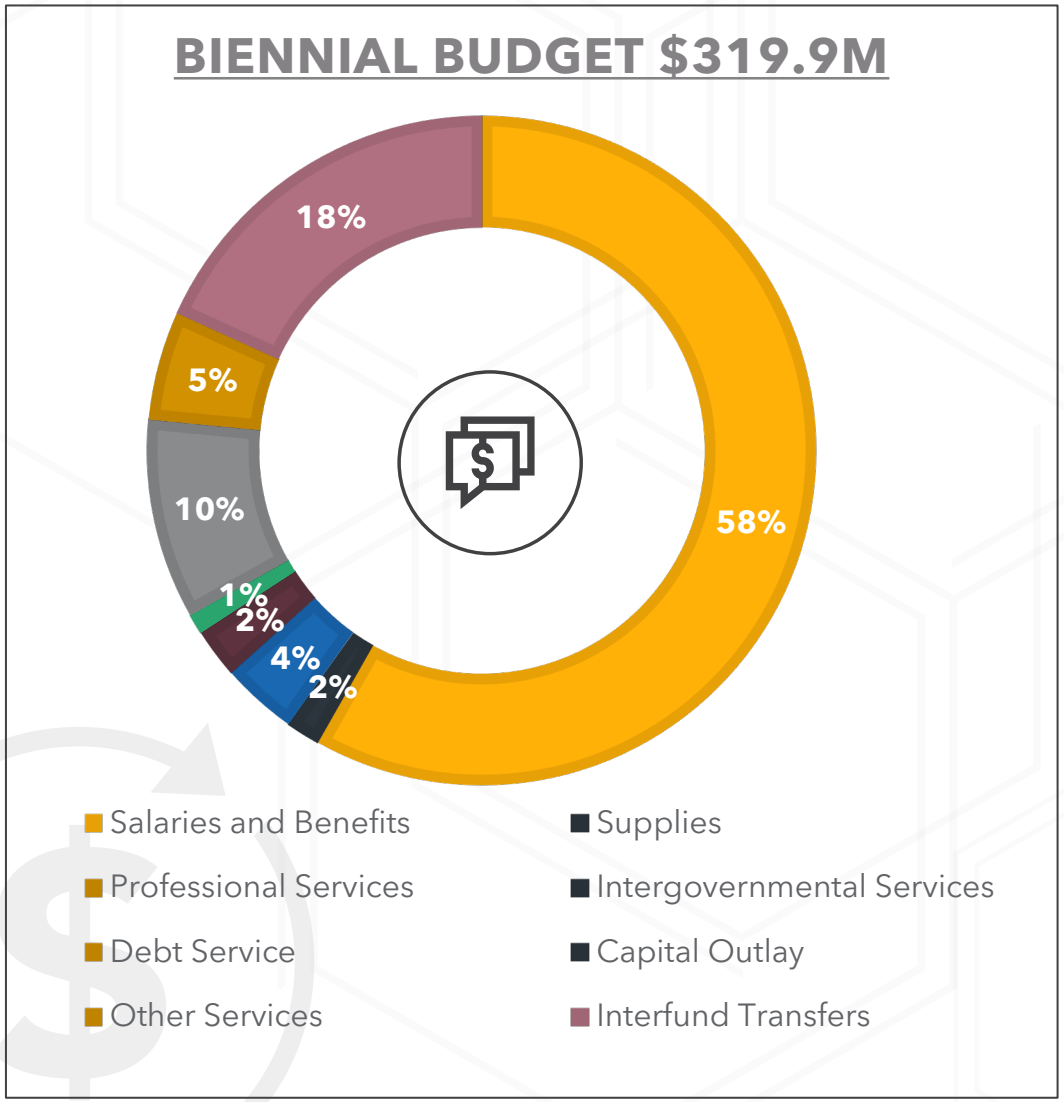
General Fund Revenue – Q4 2025

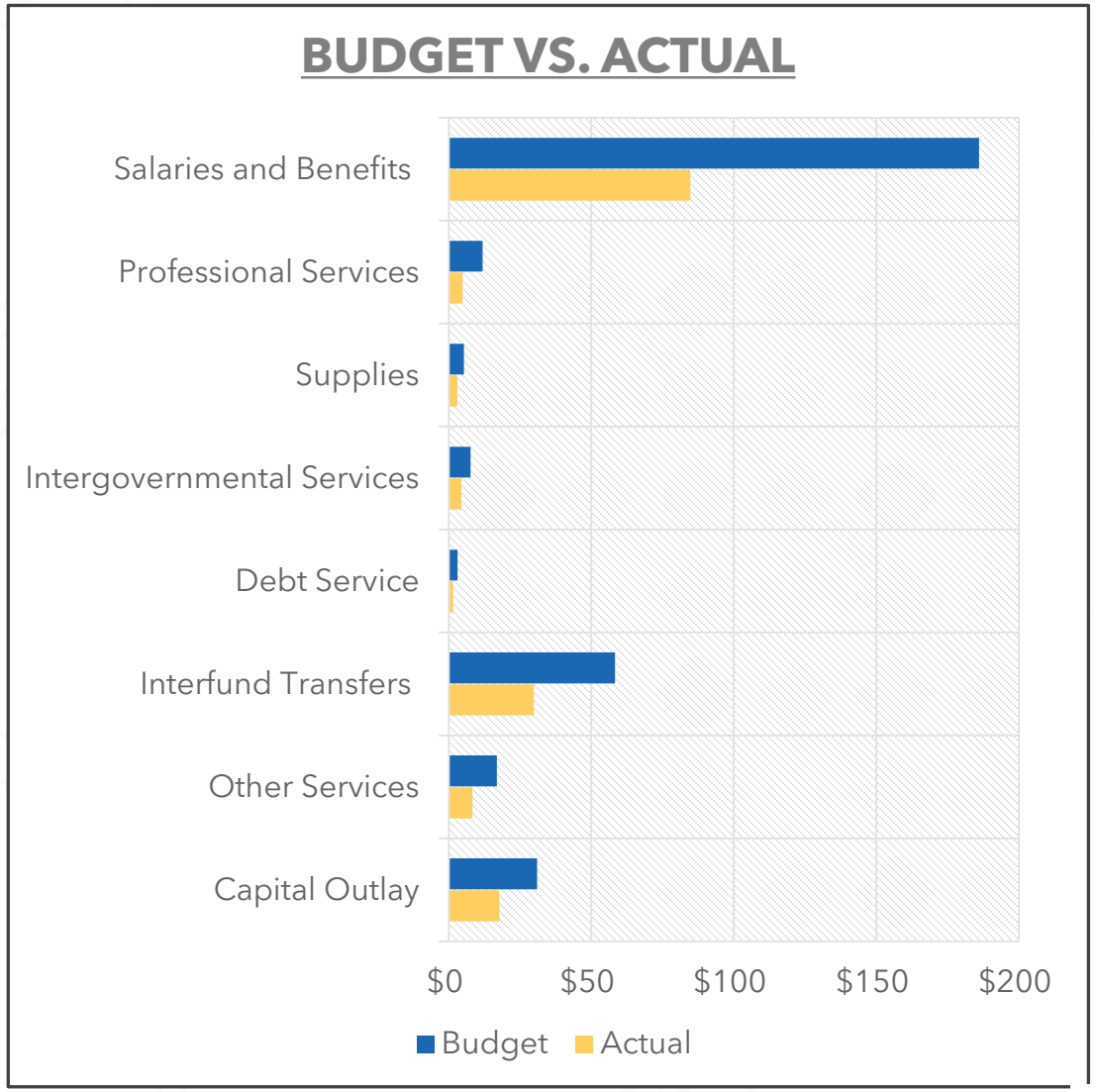
Category	Budget	Target	Actuals	$ Variance (Target)	% Variance (Target)
Property Tax	$54,698,137	$26,508,199	$26,218,654	($289,545)	-1%
Sales & Use Tax	95,956,694	46,877,901	58,194,542	11,316,641	24%
Utility Taxes	27,247,937	13,487,230	13,765,356	278,126	2%
Development Permit Fees	30,241,651	14,912,176	15,393,448	481,272	3%
Business License Fees	11,950,814	5,844,516	5,674,537	(169,979)	-3%
Grants	1,903,745	1,371,399	1,896,602	525,203	38%
Intergovernmental	32,684,508	15,971,052	14,298,320	(1,672,732)	-10%
State Entitlements	5,739,102	2,830,865	2,666,461	(164,404)	-6%
Charges for Service	12,169,380	6,074,416	5,687,420	(386,996)	-6%
Other Revenues	15,752,497	9,706,389	8,771,718	(934,671)	-10%
Total	**$288,344,465**	**$143,584,144**	**$152,567,058**	**$8,982,915**	**6%**

2025-2026 New Ongoing Revenue

Description	Budget	Target	Actuals	$ Variance (Target)	% Variance (Target)
EMS Transport Fees	$1,760,000	$880,000	$589,110	($290,890)	-33%
1% Utility Tax on Water, Wastewater, Stormwater	$1,170,000	$585,000	$598,451	$13,451	2%

General Fund Expenditures – Q4 2025

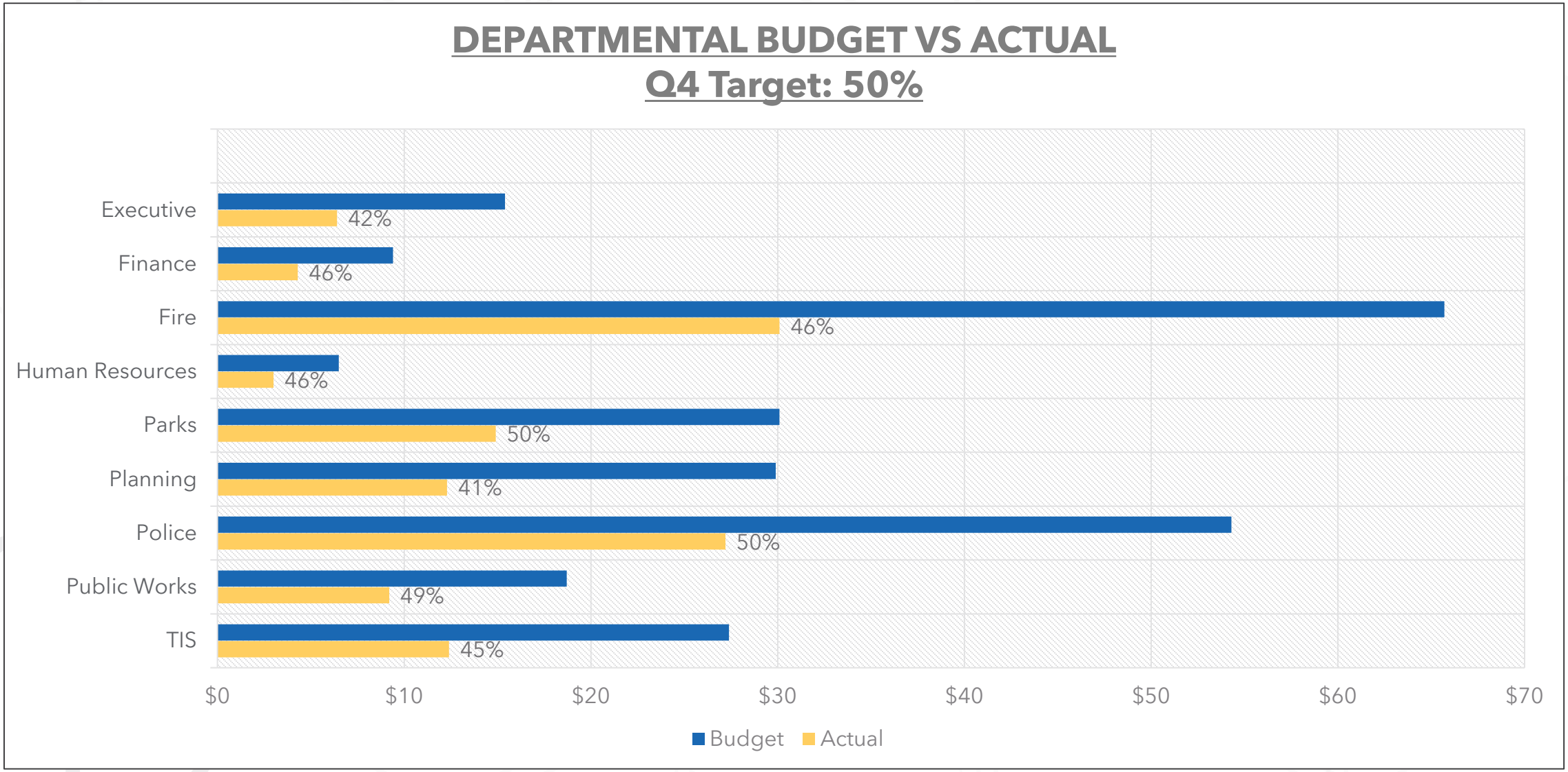




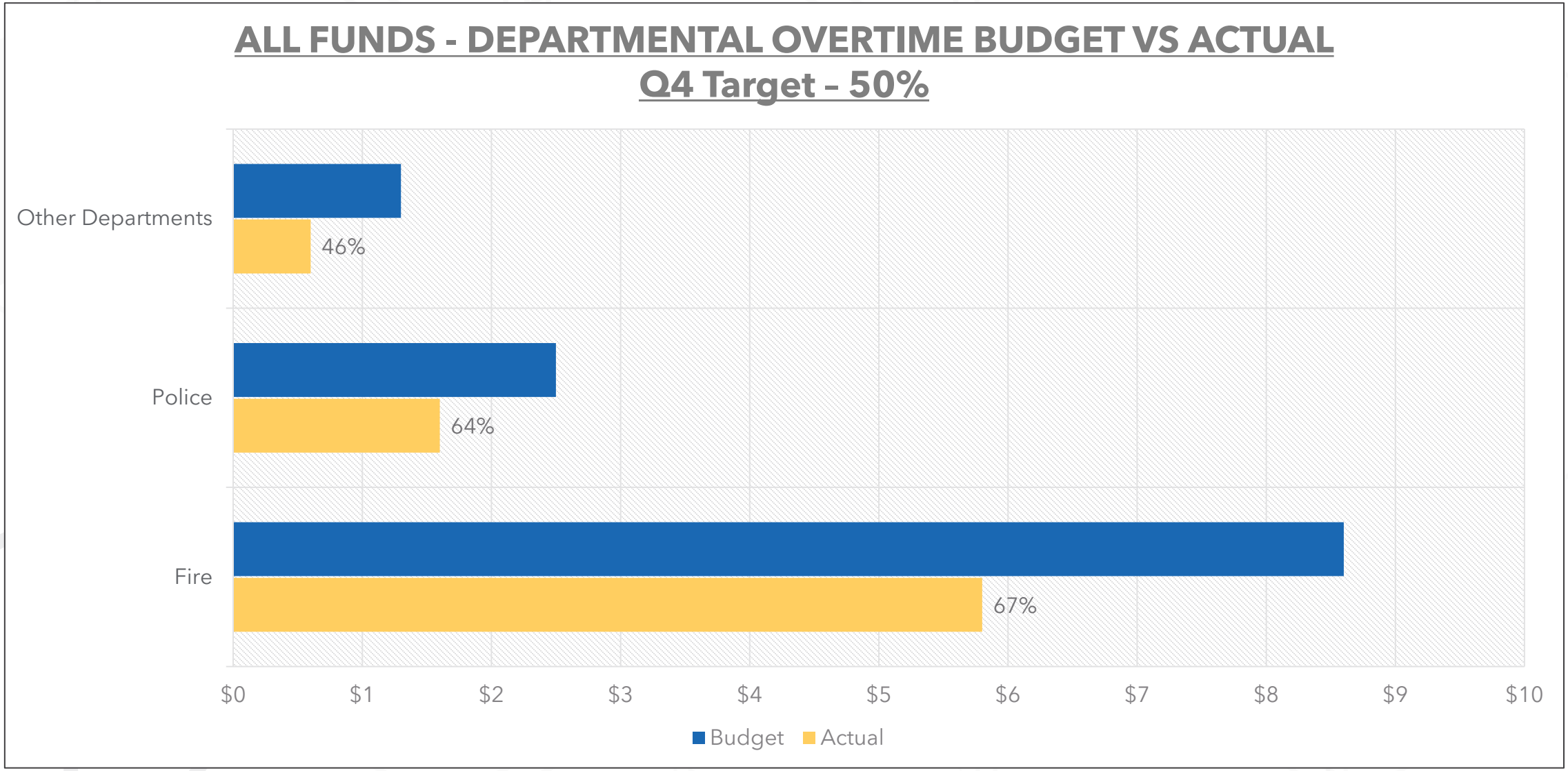
General Fund Expenditures – Q4 2025

Category	Budget	Actual	% Expended	% Over/ - Under
Salaries & Benefits	$186,021,098	$84,822,767	46%	-4%
Professional Services	11,783,904	4,820,148	41%	-9%
Supplies	5,281,708	2,913,713	55%	5%
Intergovernmental Services	7,602,173	4,401,685	58%	8%
Other Services	16,844,445	8,302,468	49%	-1%
Debt Service	3,058,194	1,526,317	50%	0%
Capital Outlay	30,986,322	17,650,926	57%	7%
Interfund Transfers	58,331,234	29,907,701	51%	1%
Total	**$319,909,078**	**$154,345,725**	**48%**	**-2%**

General Fund Expenditures - Q4 2025



Citywide Overtime – Q4 2025

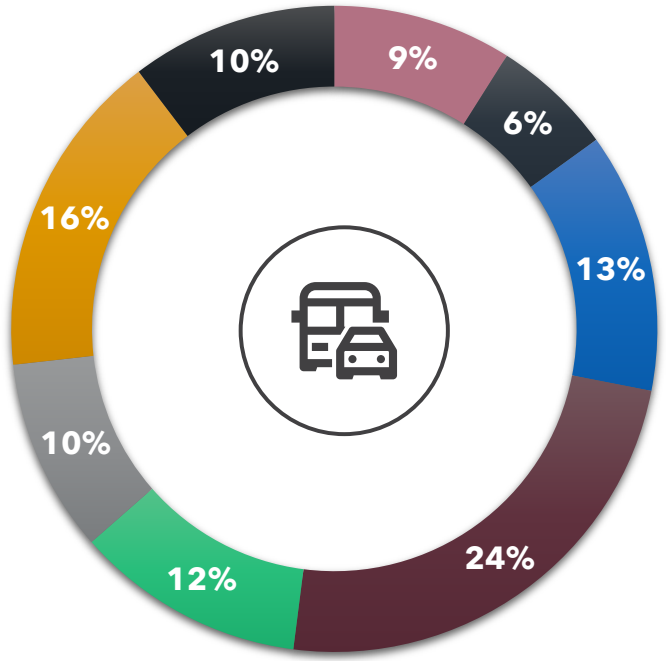


Citywide Overtime – Q4 2025

Department	Budget	Actual	% Expended	% Over/ Under
Fire Department				
Regular Salaries	*$57,940,278*	*$25,344,606*	*44%*	*6%*
Overtime Salaries	*8,573,003*	*5,792,155*	*68%*	*-18%*
Fire Department Total	**$66,793,640**	**$31,136,761**	**47%**	**3%**
Police Department				
Regular Salaries	*$36,830,387*	*$16,713,167*	*45%*	*5%*
Overtime Salaries	*2,514,014*	*1,643,349*	*65%*	*-15%*
Police Department Total	**$39,344,401**	**$18,356,516**	**47%**	**3%**
All Other Departments				
Regular Salaries	*$106,332,916*	*$49,253,120*	*46%*	*4%*
Overtime Salaries	*1,303,293*	*607,317*	*47%*	*3%*
All Other Departments Total	**$107,636,209**	**$49,860,437**	**46%**	**4%**
Total Citywide Salaries	**$213,774,250**	**$99,353,714**	**46%**	**4%**

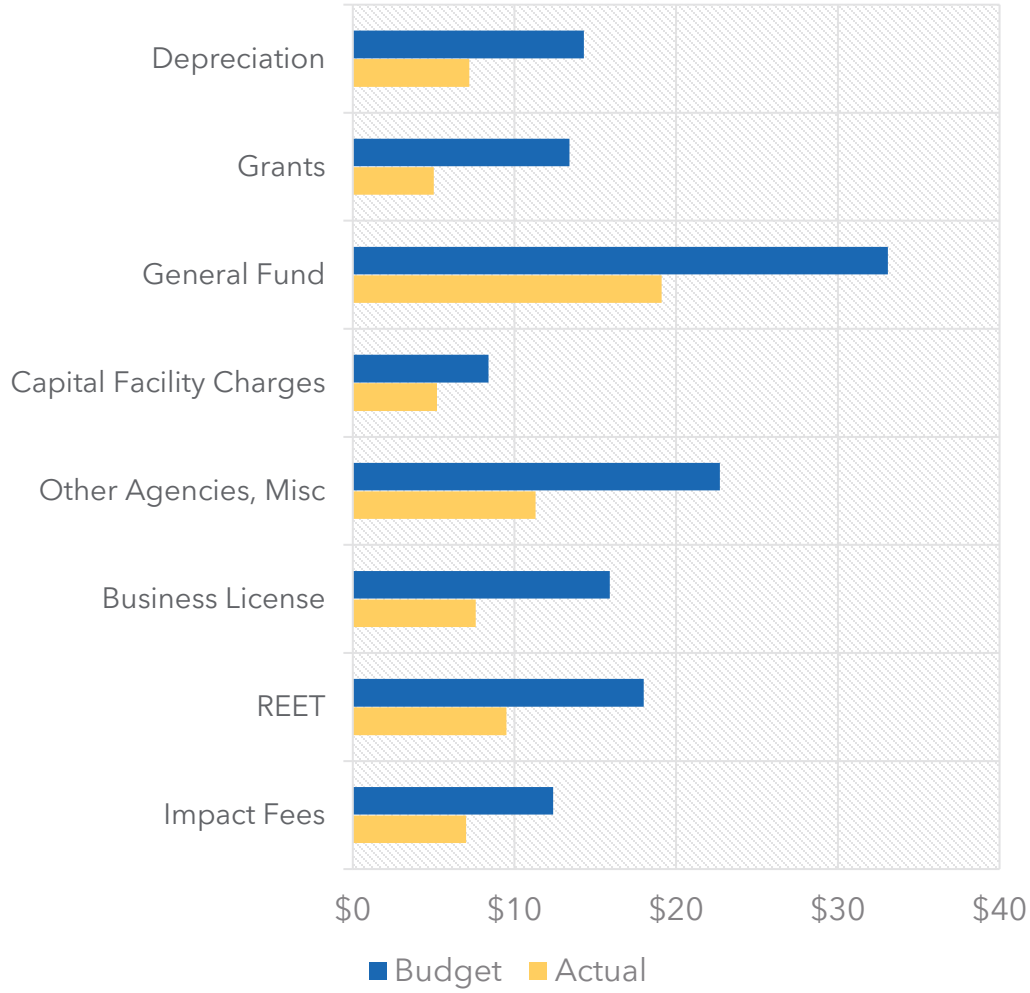
Capital Investment Program Revenue – Q4 2025

BIENNIAL BUDGET $138.1M



- Impact Fees
- Capital Facility Charges
- REET
- General Fund
- Business License
- Grants
- Other Agencies, Misc
- Depreciation

BUDGET VS. ACTUAL



Capital Investment Program Revenue – Q4 2025

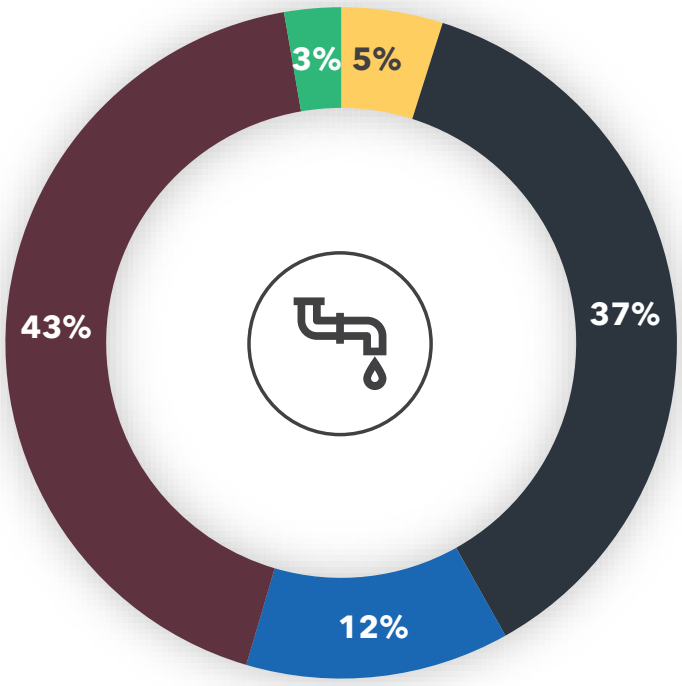
Category	Budget	Actual	% Collected	% Over/ Under Expected
Business License	$15,890,892	$7,582,622	48%	-2%
Capital Facilities Charges	8,397,365	5,222,699	62%	12%
Depreciation	14,258,141	7,155,580	50%	0%
General Fund	33,093,391	19,081,974	58%	8%
Grants	13,423,129	4,987,372	37%	-13%
Impact Fees	12,400,000	7,029,340	57%	7%
Miscellaneous	14,380,350	9,253,039	64%	14%
Other Agencies	8,287,270	2,022,536	24%	-26%
REET	18,000,000	9,464,195	53%	3%
Total	**$138,130,538**	**$71,799,356**	**52%**	**2%**

Capital & Business Technology Investment Programs Expenditures – Q4 2025

Program	Budget	Actual	% Expended	% Over/ Under
Capital Investment Program (CIP)	**$200,950,123**	**$68,622,222**	**34%**	**16%**
General Government CIP	*145,819,739*	*62,801,097*	*43%*	*7%*
Utility CIP	*55,130,384*	*5,821,125*	*11%*	*39%*
Business & Technology Investment Program (BTIP)	**$10,114,980**	**$2,230,751**	**22%**	**28%**
Total	**$211,065,103**	**$70,852,973**	**34%**	**16%**

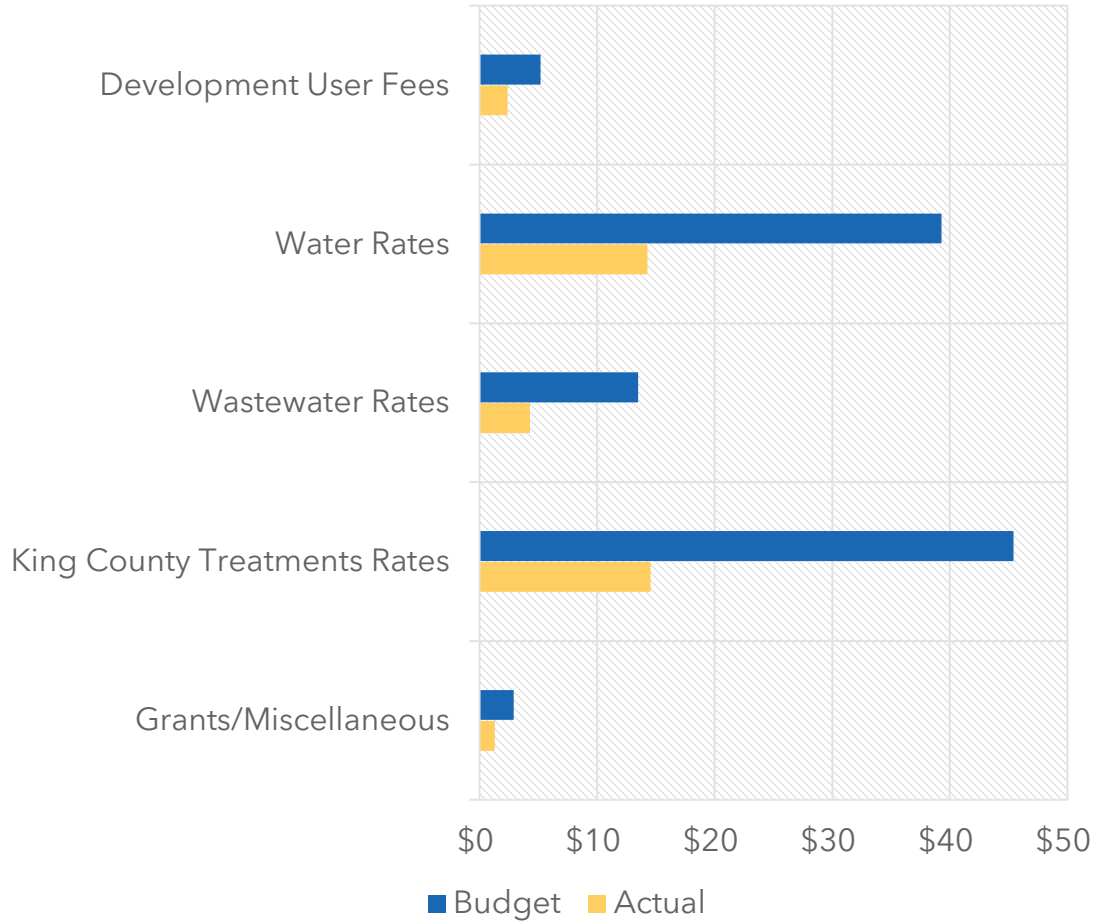
Water/Wastewater Utility Revenue – Q3 2025

BIENNIAL BUDGET $106.2M



- Development Fees
- Water Rates
- Wastewater Rates
- King County Treatment Rates
- Grants and Miscellaneous

BUDGET VS. ACTUAL



Water/Wastewater Utility Revenue – Q4 2025

Category	Budget	Actual	% Received	% Over/ Under Expected
Development User Fees	$5,247,677	$3,319,670	63%	13%
Water Rates	39,222,077	20,664,319	53%	3%
Wastewater Rates	13,475,876	6,545,903	49%	-1%
King County Treatment Rates	45,352,228	22,166,291	49%	-1%
Grants/Miscellaneous	2,916,558	1,792,212	61%	11%
Total	**$106,214,416**	**$54,488,395**	**51%**	**1%**



Healthy and Sustainable 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q4 ACTUAL	% SPENT	% OVER/ UNDER
0000262	Wastewater Management	Public Works	$62,823,889	$30,199,724	48%	2%
0000263	Parks, Trails, & Open Space	Parks	18,171,114	9,012,806	50%	0%
0000264	Environmental Sustainability	Executive	2,113,893	918,560	43%	7%
0000265	Solid Waste Management	Public Works	2,868,862	1,183,526	41%	9%
0000266	Stormwater Management	Public Works	22,554,959	8,785,913	39%	11%
0000267	Safe & Reliable Drinking Water	Public Works	40,441,488	19,450,084	48%	2%
0000268	Ground & Surface Water Mgmt	Public Works	6,932,451	3,079,953	44%	6%
0000401	Community Recreation	Parks	14,435,378	6,991,969	48%	2%
		TOTAL	**$170,342,034**	**$79,622,535**	**47%**	**3%**



Safe and Resilient
2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q4 ACTUAL	% SPENT	% OVER/ UNDER
0000275	Criminal Investigation	Police	$5,797,848	$2,977,800	51%	-1%
0000276	Criminal Justice	Executive	5,297,556	2,908,674	55%	-5%
0000277	Fire & Medical Operations	Fire	72,322,000	34,219,855	47%	3%
0000278	Fire Support Services	Fire	16,089,353	8,287,135	52%	-2%
0000279	Police Patrol & Response	Police	34,206,481	17,419,792	51%	-1%
0000280	Police Dispatch & Support	Police	13,709,510	6,561,586	48%	2%
0000281	Construction Inspection	Planning	9,774,983	4,010,272	41%	9%
0000282	Street & Traffic Safety	Public Works	21,465,213	9,801,906	46%	4%
0000283	Fire Prevention Services	Fire	3,133,588	1,329,136	42%	8%
		TOTAL	**$181,796,532**	**$87,516,157**	**48%**	**2%**



Strategic and Responsive 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q4 ACTUAL	% SPENT	% OVER/ UNDER
0000288	Operating Reserves	Finance	$81,027,764	$2,453,924	3%	47%
0000289	City Council	Executive	968,670	440,994	46%	4%
0000290	Executive Leadership	Executive	12,319,829	4,510,996	37%	13%
0000291	Fleet Management	Public Works	20,116,472	8,456,340	42%	8%
0000292	Community Outreach/Involvement	Executive	3,011,159	1,224,327	41%	9%
0000293	Citywide Communications	Executive	2,787,506	1,167,666	42%	8%
0000294	Technology Solutions	TIS	28,666,745	12,194,600	43%	7%
0000295	Diversity, Equity & Inclusion	Executive	953,261	251,824	26%	24%
0000296	Human Resources	Human Resources	46,784,036	25,137,820	54%	-4%
0000297	Fiscal Accountability	Finance	17,905,223	8,044,656	45%	5%
		TOTAL	**$214,540,663**	**$63,883,147**	**30%**	**20%**



Vibrant and Connected 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q3 ACTUAL	% SPENT	% OVER/ UNDER
0000302	Microsoft Campus Refresh	Planning	$1,253,501	$628,355	50%	0%
0000303	Development Services	Planning	20,315,252	8,964,741	44%	6%
0000304	Community/Economic Development	Planning	7,878,946	3,102,533	39%	11%
0000305	Capital Investment Delivery	Public Works	885,732	430,948	49%	1%
0000306	Facilities Management	Parks	9,160,703	4,430,774	48%	2%
0000307	Housing & Human Services	Planning	9,357,614	4,795,007	51%	-1%
0000308	Arts & Community Events	Parks	2,674,295	1,169,621	44%	6%
0000309	Light Rail	Planning	946,803	323,084	34%	16%
0000310	Mobility of People & Goods	Planning	7,038,713	2,690,882	38%	12%
		TOTAL	**$50,511,558**	**$26,535,946**	**45%**	**5%**

Next Steps

- Department Overviews
  - 2025-2026 Service Enhancements Updates

- Q1 Financial Report for 2026
  - May 2026

Thank you

Any Questions?

Redmond
WASHINGTON

Memorandum

Date: 3/17/2026
Meeting of: City Council

File No. AM No. 26-051
Type: New Business

Adoption of a Welcoming Resolution

1. Resolution No. 1626: Expansion and Implementation of Redmond's Welcoming Resolution, Enhancing Our Commitment to Community and the U.S. Constitution

TO: Members of the City Council
FROM: Councilmembers Forsythe, Stuart, and Nuevacamina

DEPARTMENT STAFF:

N/A	N/A	N/A

TITLE:

Expansion and Implementation of Redmond's Welcoming Resolution Enhancing our Commitment to Community and the U.S. Constitution

OVERVIEW STATEMENT:
Per Council direction on January 27, 2026, primary sponsor Councilmember Forsythe and co-sponsor Council President Stuart prepared the following draft resolution to affirm our city's support for our immigrant communities.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Council Resolutions: 1465, 1534, and 1531
- **Required:**
  N/A
- **Council Request:**
  At the January 27, 2026 study session, Council reviewed Policy Proposal No. 16 and gave direction to proceed with work to develop a resolution.
- **Other Key Facts:**
  N/A

OUTCOMES:
The updated resolution will communicate how the City of Redmond can and is taking action to keep our community informed and safe.

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:
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: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/27/2026	Study Session	Provide Direction
2/24/2026	Study Session	Provide Direction

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:
N/A

ATTACHMENTS:
Attachment A: Welcoming Resolution 2026

City of Redmond Resolution for Protecting and Preserving the United States Constitution and the Rights of Our Immigrant Community.

RESOLUTION NO..

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, PROTECTING AND PRESERVING THE U.S. CONSTITUTION, AFFIRMING REDMOND AS A WELCOMING CITY FOR OUR IMMIGRANT COMMUNITIES, AND PROACTIVE PROTECTIONS OF CIVIL RIGHTS, SAFETY, AND WELL-BEING

WHEREAS, the United States Constitution and the Washington State Constitution guarantee fundamental rights including due process, equal protection under the law, and freedom from unreasonable search, seizure, and detention; and

WHEREAS, these constitutional protections apply to all persons, regardless of immigration status, and are essential to community safety, trust in government, and democratic governance; and

WHEREAS, Washington State has established strong legal protections for immigrant individuals, anti-discrimination policies, the Keep Washington Working Act, and Redmond is committed to upholding and expanding these protections; and

WHEREAS, according to the Washington State Budget and Policy Center, Washington's labor force is home to 1.2 million immigrants who contribute nearly $1 billion in state and local taxes and are responsible for 21 percent of the state's Gross Domestic Product; and

WHEREAS, according to the 2023 U.S. Census, over 44 percent of the City of Redmond's population was born outside the United States and nearly 48 percent speak a language other than English at home; and

WHEREAS, recent federal immigration enforcement actions across the country have raised serious community concerns regarding warrantless detentions, use of force in residential neighborhoods, the detention of U.S. citizens, and coercive tactics involving children; and

WHEREAS, such actions create fear, destabilize families, undermine trust in public institutions, and deter community members from accessing schools, healthcare, and emergency services; and

WHEREAS, the City of Redmond has a proud history of inclusivity, tolerance, and compassion for all residents and the diversity of our people and cultures is a critical part of who we are as a City; and

WHEREAS, recent federal immigration enforcement actions have generated documented community concern regarding due process, protections family, stability, and access to

essential public services and pose an urgent and immediate concern to the safety and well-being of Redmond community members; and

WHEREAS, the City of Redmond strives be a welcoming and culturally inclusive community and envisions a community where residents can fully and effectively access city services, influence city policy and direction, and feel a sense of belonging and safety as documented in our Respect Equity Diversity and Inclusion (REDI) plan; and

WHEREAS, this resolution adopts a policy consistent with RCW 43.17.425 which restricts state agencies, including state law enforcement, from using agency funds, facilities, property, equipment, or personnel to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, excluding specific statutory exceptions including, but not limited to, for the collection, use, or disclosure of information that is required to comply with state or federal law, or in response to a lawfully issued judicial warrant, signed by a judge; an

WHEREAS additionally, RCW 10.93.160 is already applicable to the Redmond Police Department as a local law enforcement agency and provides that local law enforcement may not: inquire into or collect information about an individual's immigration or citizenship status, or place of birth unless there is a connection between such information and an investigation into a violation of state or local criminal law; or provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law, and

WHEREAS, the City of Redmond commits to proactive and visible support for the immigrant community through continued policy, advocacy, and investment in programs and services;

WHEREAS, by adopting a policy that implements the prohibitions already applicable to state agencies throughout Washington, the City Council will be making clear that the City of Redmond, like these state agencies, will not participate in these actions, we build trust with the community, affirm fundamental dignity of immigrants and refugees and create a more welcoming environment; Now, Therefore,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. That it is the policy of the City of Redmond that no City funds, facilities, property, equipment, or personnel will be used to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target individuals in Redmond solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin; provided that, this policy shall not prohibit the collection, use, or disclosure of information that is required to comply with state or

federal law, in response to a lawfully issued warrant, to carry out lawful city functions unrelated to immigration enforcement, or necessary to perform duties, functions, or other city business, as permitted by policy, ordinance, statute or rule.

Section 2. In order to support those most impacted by federal action, the City Council has already distributed rapid response dollars through our trusted and vetted community partners. The Council requests regular reporting and monitoring of the impact of these investments in order to continue to assess the need for future distributions; and

The City of Redmond will further support our immigrant communities through requesting the Mayor take appropriate actions to ensure the following:

(1) the City's website is well maintained with up-to-date resources and documents to help support our community members, by creating a central resource page with resources including but not limited to:
    a. Links to federal, state, and local webpages, FAQ's, and forms
    b. Links of trusted partner organizations who may be able to assist in related matters
(2) that Redmond Police Department (RPD) officers turn on body cameras in order to record any interactions with Immigration and Customs Enforcement for an additional perspective and documentation consistent with applicable federal, state, and local law and local Redmond body worn camera policies.
(3) RPD to establish and publish general guidance to the public on abandoned vehicle response due to Immigration and Customs Enforcement.
(4) Continue to support culturally relevant community-based organizations who are critical partners in this space
(5) regular public update/report to council summarizing implementation of this resolution, including resource page updates, community partnership investments, and any policy development related to state or federal immigration enforcement law
(6) Council's commitment to our continued support of our immigrant communities through the REDI Manager role including direct outreach with impacted communities.

Section 3. Council request that the Mayor take appropriation action to ensure that the foregoing policy is implemented in all departments of the City.

WHEREAS this resolution is not intended to obstruct lawful federal authority, but to make clear that the City of Redmond is a welcoming community for all,

Now, Therefore, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDMOND:

PASSED this _____ day of _____, 2026.

Docusign Envelope ID: B098094E-32DD-4BD5-BDFF-764B44E31EEA

Redmond WASHINGTON

City Contract Routing Form

City Contract #: 10613

Section 1 – Attach Contract Documents

(multiple files can be uploaded)

Is an insurance certificate attached?

☐ Yes

☒ No/Not applicable Comments: _____

Section 2 – Fill Out Contract Details

Date: 9/10/24 Department: TIS Division: TIS Mail Stop: 3SFN

Project Administrator Name: Courtney Miller Extension: 2171

Project Manager Name (if different than above): _____ Extension: _____

Contract Type: Consulting Services If other, please indicate: _____

Contract Title: UKG Pro Subscription Services & Professional Services

Contractor/Consultant Business Name: UKG Kronos Systems, LLC

Contract Description: UKG Pro product suite - WFM Phase 2 project replacing UKG Dimensions. Subscription Services annual in advance total $147,900 - will replace existing UKG Dimensions licensing expense that will be terminated at end of 2024. Legal review completed by Emily Romanenko-further legal review not required. Termination of Payroll Services contract connected to Dimensions

Project ID #: 2357 Project Category: _____ Budget/Account #: 520.41103.51880.2357-520-03

Council Approval Date: 3/7/23 Agenda Memo #: 23-024 RFP/IFB/RFQ #: _____

☒ New Contract

Total Amount: $239,281

Start Date: 9/10/24 End Date: 12/31/25

Renewal Option (Y/N): Y If yes, how many? 12 month renewal term

☐ Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

☒ Department Director or Designee: DocuSigned by: 6222B98288CC42B... Date: 9/10/2024 Comments: _____

☒ TIS Director: Signed by: 6A23C86F6F144A4... Date: 9/10/2024 Comments: _____

☒ City Attorney: DocuSigned by: Daniel Kenny DDAD3355F1F2425... Date: 9/11/2024 Comments: _____

☒ Risk Manager: Signed by: kelley Cochran 581CDD1AF985491... Date: 9/11/2024 Comments: _____

☒ Mayor or Designee: Signed by: kelley Cochran (Mayor Designee) 5D9FC672714C4E4... Date: 9/13/2024 Comments: _____

☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos 98907E6B50CB428... Date: 9/13/2024 Comments: Electronic Original - in Hummingbird

☒ Purchasing: *no signature required – for copy only*

Docusign Envelope ID: B098094E-32DD-4BD5-BDFF-764B44E31EEA

ORDER FORM

Quote#: Q-240863
Expires: 30 Sep, 2024
Sales Executive: Alison Mercier
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 28 Aug, 2024

Customer Legal Name:
CITY OF REDMOND

Customer Legal Address:
15670 NE 85TH STREET #3SFN, REDMOND, WA 98052-3580 USA

Bill To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Bill To Contact:

Ship To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Ship To Contact: Courtney Miller

Ship to Phone: 425-556-2171
Ship to Mobile: 901-412-7222
Contact: Courtney Miller
Email: cmiller@redmond.gov

Currency: USD
Customer PO Number:
Solution ID: 6115682
Initial Term: 60 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO PAY AND PEOPLE CENTER	850	USD 14.50	USD 12,325.00
UKG PRO PAY	850	USD 0.00	USD 0.00
UKG PRO PEOPLE CENTER	850	USD 0.00	USD 0.00

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO PAYMENT SERVICES	850	USD 0.00	USD 0.00
UKG PRO WAGE ATTACHMENT DISBURSEMENT	850	USD 0.00	USD 0.00
UKG PRO TAX FILING SERVICES	850	USD 0.00	USD 0.00
UKG PRO CHECK PRINTING	850	USD 0.00	USD 0.00
UKG PRO BENEFITS ENROLLMENT	850	USD 0.00	USD 0.00
UKG PRO BASIC SSO	850	USD 0.00	USD 0.00
UKG PRO MODEL MY PAY	850	USD 0.00	USD 0.00
UKG PRO DATA EXCHANGE SERVICES	850	USD 0.00	USD 0.00
UKG PRO ACA SERVICES	850	USD 0.00	USD 0.00
UKG PRO COMPENSATION	850	USD 0.00	USD 0.00
UKG PRO TALENT ACQUISITION	850	USD 0.00	USD 0.00
UKG PRO RECRUITING	850	USD 0.00	USD 0.00
UKG PRO ONBOARDING	850	USD 0.00	USD 0.00
UKG PRO LIMITED ACCESS	1	USD 0.00	USD 0.00
UKG PRO HR ONLY/GLOBAL EMPLOYEES	1	USD 0.00	USD 0.00
INCOME AND EMPLOYMENT VERIFICATION FROM EQUIFAX	1	USD 0.00	USD 0.00
UKG PRO PEOPLE ASSIST	850	USD 0.00	USD 0.00
UKG PRO HCM NPRD	850	USD 0.00	USD 0.00
UKG PRO DOCUMENT MANAGER	850	USD 0.00	USD 0.00
Total Price			**USD 12,325.00**

Professional Services - Fixed Fee

Billing Frequency: 4 consecutive equal quarterly payments of $22,845.25 commencing on the Effective Date

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG LAUNCH FIXED FEE	Grouped	1	USD 91,381.00	USD 91,381.00
Total Price				**USD 91,381.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 12,325.00

Item	Total Price
Total Fixed Fees	USD 91,381.00

Order Notes:

Compensated Employees: persons receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.

The Launch services shall be provided to Customer for only the services as set forth in the UKG Pro Statement of Work for CITY OF REDMOND which is made a part hereof and incorporated by reference as UKG Pro Statement of Work for CITY OF REDMOND. Launch services outside of the scope of the UKG Pro Statement of Work for CITY OF REDMOND shall be quoted to Customer and agreed upon by the Parties in writing.

Limited Access Employees: persons with a status of terminated who have access to the UKG Pro portal.

People Center Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.
The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity.

The Statement of Work attached to this order form is incorporated herein by reference.

Customer is migrating from their existing UKG DIMENSIONS HR, UKG DIMENSIONS COMPENSATION, UKG DIMENSIONS PAYROLL, & UKG DIMENSIONS PAYROLL SERVICES to UKG PRO Pay and People Center software as a service offering ("Pro HCM") and shall remain responsible for all fees related to these Applications until Pro HCM Billing Start date commences. The customer is responsible to communicate to UKG to cancel the applications from their contract after the Billing Start date of Pro HCM.

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

This Order is subject to and governed by the terms and conditions of the Master Services Agreement dated as of the Effective Date between UKG and Customer (hereafter "Agreement").

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at:
www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:
www.ukg.com/ukg-unified-dpa

UKG will notify Customer without undue delay (and in any event within seventy-two (72) hours) and in accordance with Applicable Laws upon UKG or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Laws.

If UKG creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from Customer Data, then UKG's use of such data shall be strictly limited to the direct purposes of delivering and enhancing the Services and UKG's technical security operations and systems maintenance. UKG is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may UKG solicit consent from the identified individual to do so unless the Agreement defines a means to do so that does not unduly burden individual privacy rights.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF REDMOND		UKG Kronos Systems LLC	
Signature:	Signed by: Kelley Cochran (Mayor Designee) 5D9FC672714C4E4...	Signature:	DocuSigned by: Erica Bukowski 93A063ADEBCA41A...
Name:	Kelley Cochran (Mayor Designee)	Name:	Erica Bukowski
Title:	Finance Director	Title:	Sr. Order Processing Analyst
Date:	9/13/2024	Date:	9/10/2024 | 2:58 PM EDT

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

Master Services Agreement

This Master Services Agreement (this "**Agreement**") is made between the UKG entity ("**UKG**") and the customer entity signing this Agreement ("**Customer**") and sets forth the terms and conditions governing each Order or Statement of Work, which references this Agreement. CUSTOMER'S USE OF UKG'S SUBSCRIPTION SERVICES AND UKG'S PERFORMANCE OF PROFESSIONAL, TRAINING, AND SUPPORT SERVICES ARE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND ANY ADDITIONAL TERMS STATED IN THE ORDER OR STATEMENT OF WORK, INCLUDING ANY ATTACHMENTS THERETO. This Agreement is effective as of the date of the last Party to sign below ("**Effective Date**"). Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the applicable Order or SOW.

1. Services

1.1 Subscription Services. The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees (including those of its Affiliates) listed in the Order, subject to and conditioned on compliance with this Agreement, the Documentation, and the Order.

1.2 Support Services. UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located at https://www.ukg.com/saas-support-policies-and-services. UKG will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

1.3 Professional Services. UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work or Services Description. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.

1.4 Training Services. In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training services outside the scope of this section shall be provided by UKG as described in the Order.

2. Acknowledgements

2.1 Reservation of Rights. The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.

2.2 Use Restrictions. Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties, other than Affiliates; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.

2.3 Customer Feedback. Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, Customer grants to UKG and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4 **Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its Affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

2.5 **Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.

2.6 **Upgrades.** Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.

2.7 **Acceptable Use.** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy located at https://www.ukg.com/acceptable-use-policy ("**Acceptable Use Policy"**), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages. If Customer violates the Acceptable Use Policy, UKG may take immediate action without notice to prevent further harm, including suspending Customer's use of the Subscription Services and ceasing performance of any other Services.

2.8 **Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its Affiliates without requiring such Affiliate to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor.

2.9 **Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees

3.1 **Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term on the Order and all Renewal Terms. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice, which will be provided to the Customer at least sixty (60) days prior to the end of the then-current term. Except as otherwise specified in the Order (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

3.2 **Taxes.** The fees exclude, and Customer will be responsible for, all sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income).

3.3 **Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this

Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

4.1 Ownership of Customer Data. Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all Customer Data that Customer inputs into the Services or otherwise provides to UKG.

4.2 Use of Customer Data. Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide right to use, display, copy, modify, distribute, and create derivative works from Customer Data for the purposes of providing, operating, maintaining, customizing, and improving the Services, developing new or different products or services, and benchmarking, modeling, and training. Except as otherwise noted by UKG, Customer Data will be used for such purposes only in an aggregated, de-identified manner, that does not identify Customer, its users, employees, or Customer Confidential Information, and that is stripped of all persistent identifiers (e.g. device identifiers, IP addresses, and cookie ID's) such that Customer Data on its own cannot reasonably be identified as originating from Customer.

4.3 Collection of Personal Data. Services may employ applications and tools that collect and process Personal Data that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Data, Customer may need to uninstall or discontinue using certain Services.

4.4 Data Privacy and Security. Each Party agrees to comply with Applicable Laws in its processing of Personal Data. UKG and its subprocessors will process Personal Data in accordance with UKG's Data Processing Addendum located at https://www.ukg.com/ukg-unified-dpa. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. UKG has a list of its current subprocessors at https://www.ukg.com/DPA-subprocessors.

5. Confidentiality

5.1 Definition. "Confidential Information" is any non-public information relating to a Party, which includes Customer Data, that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

5.2 Exceptions. Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

5.3 Nondisclosure. Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.

5.4 Protection. Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

5.5 Use. Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

5.6 Disclosure Exceptions. Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).

5.7 UKG recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure

exists. Nothing in the Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to UKG due to Customer's compliance with any law or court order requiring the release of public records, if Customer acted in good faith in attempting to comply with the provisions of Chapter 42.56 RCW. In the event that Customer receives a public record request under Chapter 42.56 RCW or similar law for the disclosure of any of UKG's Confidential Information related to this Agreement, Customer shall promptly provide written notice to UKG of disclosure request so that UKG can take appropriate steps to protect its interest and seek exemption as provided under the Washington State Public Records Act.

6. Warranty

6.1 Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

6.2 Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.

6.3 Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.

6.4 Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).

6.5 Customer Warranty. Customer warrants that it has all rights and required consents to provide to UKG Customer Data.

7. Term & Termination

7.1 Term of the Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

7.2.1 Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the Initial Term or a Renewal Term (as such terms are defined in the Order).

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an

assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 Termination due to lack of Government Funding. Customer is a government funded organization, and in the event of the loss of funds appropriated from the Government to Customer specifically dedicated to pay UKG for the Services, Customer may terminate the Order upon ninety (90) days prior written notice to UKG. Termination of the Order for this reason shall not relieve Customer of its obligation to pay any amounts due to UKG up to the date of termination. Customer represents that by executing an Order Form for the Service, Customer has received fiscal appropriations for the amounts due during the Term as indicated on such Order Form.

7.3 Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Order is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees under a separate Order or SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent (i) the Subscription Services infringe or misappropriate any legitimate copyright or patent, or (ii) arising from a breach by UKG of its security obligations under UKG's Data Processing Addendum resulting in the unauthorized use or disclosure of Customer Data. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

8.3 Exceptions. UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer without the express written permission of UKG; (b) use other than as authorized by this Agreement; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

8.4 Qualifications. Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer.

Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.

8.5 This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.

9. Limitations of Liability

9.1 Monetary Cap. EXCEPT WITH RESPECT TO UKG'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1 Insurance. During the Order Term, UKG shall maintain appropriate insurance coverage and will provide appropriate Certificates of Insurance if requested by Customer. UKG presently maintains insurance coverage rated 'A-' "Excellent" by A.M. Best for the following risks in the following minimum amounts in United States Dollars:

- Comprehensive General Liability Insurance: $2 million aggregate; $1 million per occurrence, including $1 million personal injury.
- Business Auto: $1 million combined single limit bodily injury and property damage liability.
- Umbrella: $5 million aggregate, $5 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): $5 million aggregate, $5 million per occurrence.

Customer is included as an additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to Customer's insurance, but only with respect to UKG's sole negligence. Upon written request, such blanket endorsement shall be provided to Customer.

10.2 Jurisdiction & Dispute Resolution. This Agreement is governed by and is to be interpreted solely in accordance with the laws of the state of Washington, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in King County, Washington in any dispute arising out of or relating to this Agreement. IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY CLAIM RELATED TO THIS AGREEMENT WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, SUIT, OR OTHER SIMILAR PROCESS. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

10.3 Government Use Provision. If Customer is a U.S. government entity, then it acknowledges that the Subscription Services and Documentation consist of "commercial items," as defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and in DFARS 227.7202, as applicable. All such Customers will comply with this Agreement while using Subscription Services and

Documentation, and if such Customer needs any additional rights, it agrees that it will be subject to a mutually agreed addendum to this Agreement.

10.4 Export. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied- party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.5 Severability & Waiver. The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.

10.6 Surviving Provisions. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.

10.7 Assignment. This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

10.8 Force Majeure. If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, outbreak of infectious disease, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party will be excused from performance of its obligations under this Agreement, except payment of fees, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

10.9 Publicity. UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers.

10.10 Notice. When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Any cure period required under this Agreement will begin on the date the notice is received.

10.11 eSignature. Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

10.12 No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

10.13 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

10.14 Entire Agreement. This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained

in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

11.1 "**Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

11.2 **"Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

11.3 **"Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.

11.4 **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Data.

11.5 **"Documentation"** means the written specifications for the Subscription Services or published online by UKG on its community pages accessible at https://www.ukg.com/support and https://library.ukg.com/, such as user manuals and administrator guides, as well as the Services Descriptions.

11.6 **"Order"** means an order form agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.

11.7 **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.

11.8 **"Personal Data"** means data related to a natural person or particular individual as defined under Applicable Laws, including "personal data" as defined under the EU General Data Protection Regulation ("GDPR"); "personal information" as defined under the California Consumer Privacy Act ("CCPA"); and any similar terms, such as "personally identifiable information" defined under applicable privacy laws.

11.9 **"Professional Services" m**eans the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

11.10 **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.

11.11 **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at http://www.ukg.com/services-descriptions.

11.12 **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.

11.13 **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.

11.14 **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.

11.15 **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have read the foregoing and all documents incorporated herein and agree and accept such terms effective as of the date of the last signature below.

UKG Kronos Systems LLC	CITY OF REDMOND
Dated: 9/10/2024 | 2:58 PM EDT	Dated: 9/13/2024
By: DocuSigned by: Erica Bukowski 93A063ADEBCA41A...	By: Signed by: Kelley Cochran (Mayor Designee) 5D9FC072714C4E4...
Name: Erica Bukowski	Name: Kelley Cochran (Mayor Designee)
Title: Sr. Order Processing Analyst	Title: Finance Director

UKG Pro Statement of Work for City of Redmond

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. The SOW shall apply to this Order and shall supersede any Statement of Work linked in the Order. The scope of services described herein are fixed price and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s),migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) and parallel testing for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Services in Scope

The following Subscription Services are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Go Live Phase
UKG Pro Pay and People Center	Phase 1
UKG Pro People Assist	Phase 1
UKG Pro Talent Acquisition (Recruiting and Onboarding)	Phase 1
UKG Pro Compensation	Phase 1
UKG Pro Document Manager	Phase 1

3. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Parameters
Project Launch and Completion	• UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. • The typical Phase 1 Launch duration for Customers whose purchase includes UKG Pro Pay and People Center and/or UKG Pro Workforce Management is ten (10) months from project kick-off • Launch services for each phase end when the scope of services are completed or expire twelve (12) months after phase kick-off, whichever comes first. • Includes up to 100 hours of Workforce Management Consulting
Launch Pricing	• Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration identified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. • Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.

Launch Item	Parameters
	• Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • Customer will not be responsible for delays caused by UKG's inability to provide adequate resources for the project or completion of tasks. • The Customer's project manager is the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel and Access	• UKG will deliver the scope of this project utilizing a blended approach of on and offsite resources. Onsite visits will be mutually agreed upon in advance. • Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s) as contracted in the Order	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team\ • Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			
	• Guide Customer in gathering business requirements for Net New Subscription Services • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document	• Gather policy/procedure documentation and business use cases to complete data collection process for Net New Subscription Services • Describe expected solution, business process(es), and business rules for all employee groups in scope • Facilitate timely review, feedback, and signoff on all project documentation as required to meet project deadlines	• Updated project plan delivered detailing activities and primary milestones of the project • Data collection process complete • Testing strategy workshop(s) delivered • Project scope document delivered

Launch Phase	UKG	Customer	Deliverables
	detailing the results of the requirements phase and provide Customer with a detailed project plan • Review requirements, and documentation with Customer's technical team.	• Participate in the documentation of project assumptions, risks, and configuration needs • Provide technical system diagrams, requirements, and documentation. This will include the work of Customer's Master Architect.	
Build			
	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase • Work closely with UKG on functional design and deliverables.	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects •	• User Acceptance testing (UAT) completed • Key users and end users training • Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan. All UKG and Customer resources agree to follow the defined project methodology and timeline, and complete tasks by agreed upon due date.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

Service Level Targets for implementation teams (UKG & CoR):
Response time:
- Within 24 hours (excluding weekends and holidays) – acknowledge receipt of issue/request.
- Within 1-2 business day provide answer to questions or timeline for work completion.
- Within 1-2 business day provide notification of delays in deliverables w/valid reason

Meeting cancellation policy:
- Notification 24 hours or more before the meeting (barring emergencies)

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution. • Maintain issue/action (RAID) log • Schedule and facilitate recurring meetings with all UKG consultants and Redmond core team • Provide confirmed agendas for working sessions to ensure correct resources from UKG and CoR are present, at minimum 48 hours prior to meeting
Integration Consultant	• Create and deliver all in-scope integrations • Provide best practices and advise on technical integration solutions. • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Subscription Service Consultant(s)	• Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests • Complete the configuration life cycle per the Launch methodology for Subscription Service(s) in scope
Data Conversion Consultant	• Responsible for successful conversion of source data provided by Customer
HR/Payroll Consultant	• Primary point of contact for HR and payroll subscription services configuration life cycle per the Launch methodology
Talent/Compensation Consultant	• Primary point of contact for talent and compensation subscription services configuration life cycle per the Launch methodology
Document Manager and People Assist Consultant	• Primary point of contact for document manager and People Assist subscription services configuration life cycle per the Launch methodology
Workforce Management Consultant	• Primary point of contact for workforce management subscription services configuration life cycle per the Launch methodology • Work closely with Customer on re-configurations of building blocks to better align with Pro People Center and Pro Payroll. Advise and recommend changes to WFM which currently is configured to operate with legacy HR/Payroll application.

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager / Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project • Maintain issue/action (RAID) log • Schedule and facilitate recurring meetings with all UKG consultants and Redmond core team
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource

Customer Resource	Key Responsibilities
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
HR/Talent Acquisition Subject Matter Expert	• Customer's primary talent acquisition representative and designated decision maker • If unable to make decision as the designated decision maker, work within timeline to get decision from necessary resource
Document and Case Management Subject Matter Expert	• Customer's primary document and case management representative and designated decision maker
Other Subject Matter Experts	• Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s) • Act as a primary resource and decision maker regarding Subscription Service(s) configuration • Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the Launch methodology and supplemental testing services, if purchased
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker

6. Service Assumptions

The following assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Training and User Adoption Services

Service	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like instructor led courses, job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption-Empower	UKG will: • Conduct a communications and user training planning workshop • Conduct a train-the-trainer consulting workshop • Provide a role-based user matrix • Provide access to the preparing for change dashboard • Provide adaptable communications and user training plans • Provide train the trainer materials including manager course presentation (.ppt) and participant guide (.doc), standard hands-on practice exercises with the most common manager tasks, employee job aids (.html)

Testing Services

Service	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live Note: • Customer has declined the option to purchase supplemental testing services offered by UKG and/or their certified partners and is fully prepared to support the UAT phase of the project with internal resources. Doing so may impact the timeline of this project. If any necessary Customer testing is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and

Service	Assumptions
	amend the quoted pricing accordingly.

UKG Pro HR/Payroll Subscription Services

Service	Assumptions

UKG Pro Pay and People Center	UKG will:
	• Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments
	  ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement.
	• Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use
	• Provide thirty (30) days of production support prior to transitioning Customer to UKG Support
	Customer will:
	• Participate in working sessions and complete assigned configuration and testing activities
	UKG will provide the following Pro Pay and People Center data conversion services (a successful conversion balances with the provided source data):
	• Provide one (1) production and two (2) non-production environments
	• Review Customer-provided source data to ensure suitability for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
	• Convert data from
	up to two (2) source system(s)
	(additional sources may be used for conversion; however additional fees may apply)
	• Convert employee Masterfile/people data
	up to (2) times and all other history (e.g. job history and check detail) one (1) time
	• Convert payroll opening balances up to two (2) times
	Customer will:
	• Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
	
	UKG will provide the following Pro Pay and People Center integration services prior to live:
	• Create up to fifteen (15) flat-file interfaces from the following list. Each integration is assumed to have one (1) file layout. Integrations in this section are delivered via encrypted flat file via secure FTP site and processed as a scheduled event:
	  ○ Banking Export(s)
	  ○ State New Hire Export(s)
	  ○ General Ledger Export
	  ○ Employee Benefit Providers (bi-directional, if needed, for setup of new benefits or communication of benefit changes to benefit providers): medical, dental, vision, health spending account, flexible spending account, disability (LTD/STD), COBRA, deferred compensation plan (i.e., 401k/RRSP-CAN)
	• .
	• Customer will work with UKG on determining the best integration solution; there are multiple ways to integrate, and customer needs to evaluate all options before agreement on the proposed integration solution.
	• Customer will work with the UKG consultants on data mapping, file layouts, data validations, and application business logic as required.
	
	Within the 15 allotted flat file interfaces, UKG could Include the following:
	• Washington Department of Retirement Systems (DRS): integration export to DRS system for enrollment, retirement contributions and reporting
	• NeoGov New Hire Integration: integration to import new hire information to HR/Payroll
	• Workterra: Benefits Management system

Service	Assumptions
	• Employee integration: export employee demographic file & terminations • Payroll integration: import election adds/changes/terms • ACA integration: export hours worked/PTO used from Payroll • D365 integration: data export to City database • Concur integration: export employee demographic file • Vector Solutions integration: export employee demographic file Customer will: • Provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
UKG Pro People Assist	UKG will configure the following Customer-defined functionality: • Five (5) categories • Fifteen (15) forms and associated workflows (three-step maximum) • Five (5) process templates containing up to ten (10) tasks each Customer will: • Create knowledge base articles in its Subscription Service platform • Customer system admins will design and develop any additional forms, workflows, and templates required by the business teams.
UKG Pro Document Manager	UKG will configure the following Customer-defined functionality: • Employee folder structure (document types, metadata, and retention policies) • Role matrix (roles, permissions, and user groups) • Historical and on-going migration of onboarding and employee documents from UKG Pro People Center with standard mapping • One (1) standard signature and two (2) document templates for the Smart Document Generation module Customer will: • Create knowledge base articles in its Subscription Service platform
UKG Pro Talent Acquisition* UKG Pro Compensation	UKG will: • Support and enable Customer to configure and administer the Subscription Service(s) through a combination of remote working sessions and Customer assignments ○ Working sessions are typically one to two (1-2) hours each and will be scheduled considering project timeline and Customer availability. Total sessions vary based upon specific Subscription Service(s) purchased, Customer complexity, and engagement. • Monitor configuration and testing activity completion to determine when Subscription Service(s) are ready for production use • Provide thirty (30) days of production support prior to transitioning Customer to UKG Support Customer will: • As a prerequisite, be live on UKG Pro People Center and actively maintaining both organization structure and employee data • Participate in working sessions and complete assigned configuration and testing activities **Note:** Data conversion services are not included and are quoted via Service Request if required. Customer should let their UKG project manager know if interested in obtaining these services. *Data conversion services for UKG Pro Talent Acquisition must be completed prior to Go Live.

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a Service Request:
- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope or effort
- Changes to the project resource requirements

- Changes to the Launch duration

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

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Data Processing Agreement

This Data Processing Agreement ("DPA") is by and between (i) the UKG entity, as the Processor of Customer Personal Data, set forth in the Order or Statement of Work that references the UKG Master Services Agreement, or any other currently effective agreement, (the "Agreement"), ("UKG"), and (ii) the person or entity who is named on such Order or Statement of Work on behalf of itself and Customer Affiliates, as the Controller of Customer Personal Data, ("Customer") and sets forth the terms and conditions applicable to UKG's processing activities under the Agreement. Customer and UKG are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Customer Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal Data.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the respective receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General

1.1 The above and foregoing recitals are true and correct and incorporated herein by reference.

1.2 This DPA consists of the terms and conditions set forth in this DPA and the following Schedules, which are attached hereto and incorporated herein by reference:

1.2.1 Schedule 1: Details of the Processing

1.2.2 Schedule 2: Technical and Organizational Security Measures

1.2.3 Schedule 3: Additional Applicable Privacy Provisions

2. Definitions

2.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

"**Affiliates**" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

"**Applicable Law(s)**" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations. UKG shall comply with all Applicable Laws applicable to UKG in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, UKG is not responsible for complying with Applicable Laws applicable to Customer or Customer's industry. Customer shall comply with all Applicable Laws to Customer as a Data Controller.

"Cross-Border Transfer Mechanism" means applicable legally valid mechanisms required for the transfer of Customer Personal Data from a Controller or a Processor in a given jurisdiction to another Processor or Subprocessor operating in a separate jurisdiction where Applicable Laws require a legal mechanism for cross-border transfer. Such mechanisms include, by way of example and without limitation, the Standard Contractual Clauses.

"Core Subscription Services" means UKG Pro, UKG Pro Workforce Management, UKG Ready, and HRSD (including People Assist & UKG Pro Document Manager) offerings identified in the Order.

"**Countries with Adequate Protection**" means the following applicable third countries, territories, or specified sectors within a third country: (1) for data processed subject to the EU GDPR: the EEA, or a country or territory that is the subject of an adequacy decision by the Commission under Article 45(1) of the EU GDPR;
(2) for data processed subject to the UK GDPR: the UK or a country or territory that is the subject of the adequacy regulations under Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018; and/or
(3) for data processed subject to the Swiss FDPA: Switzerland, or a country or territory that (i) is included in the list of the states whose legislation ensures an adequate level of protection as published by the Swiss Federal Data Protection and Information Commissioner, or (ii) is the subject of an adequacy decision by the Swiss Federal Council under the Swiss FDPA.

"Customer Personal Data" means any Personal Data Processed by UKG on behalf of Customer pursuant to or in connection with the Agreement.

"GDPR" means EU General Data Protection Regulation 2016/679.

"**Pseudonymized Data**" means Data that has gone through Pseudonymization.

"Restricted Transfer" means a transfer of Customer Personal Data from Customer to a UKG Processor, or a transfer of such data between UKG Processors, where such transfer would be prohibited by Applicable Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Laws) in the absence of a Cross-Border Transfer Mechanism.

"Services" means Core Services and any other UKG Products and Services.

"Standard Contractual Clauses" or **"SCCs"** means any type or module of standard contractual clauses approved by any relevant authority such as the European Commission in Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries, the British Data Protection Authority, the Swiss Data Protection Authority or the Singapore Data Protection Authority, including those executed between UKG Affiliates as UKG Processors. The completed EU SCCs (Processor-to-Processor) and (Controller-to-Processor) are available on ukg.com, and are deemed incorporated in this DPA, in accordance with Section 11 below.

"Subprocessor" means any person (including any third party and any UKG Affiliate) appointed by or on behalf of UKG to Process Customer Personal Data on behalf of Customer in connection with the Agreement, a list of which is available on ukg.com, and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"**UKG Other Products & Services**" means Professional Services and UKG products and services other than Core Subscription Services, which are subject to the specific Supplement for UKG Other Products and Services available on ukg.com.

The terms, **"Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Personal Information", "Processing", "Processor", "Pseudonymization"** and **"Supervisory Authority"**, will have the same meaning as in the GDPR, or the equivalent meaning as set forth in Applicable Laws, and **"Processing"** shall be interpreted to include the following as applicable **"Process"**, **"Processes"** and **"Processed"**.

Where applicable, the terms, **"Service Provider" "Share"** and **"Sell"** will have the same meaning as in the California Consumer Privacy Act (**"CCPA"**).

3. Processing of Customer Personal Data

3.1 UKG will:

3.1.1 comply with all Applicable Laws in the Processing of Customer Personal Data; and

3.1.2 not Process Customer Personal Data other than for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Applicable Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Applicable Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal Data.

3.2 Customer hereby:

3.2.1 instructs UKG (and authorizes UKG to instruct each Subprocessor) to: (a) Process Customer Personal Data; and (b) in particular, transfer Customer Personal Data to any country or territory subject to the provisions of this DPA, in each case as reasonably necessary for the execution of the Agreement.

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in Section 3.2.1 on behalf of each relevant Customer Affiliate; and

3.2.3 warrants and represents that it has all necessary rights in relation to the Customer Personal Data and/or has collected all necessary consents from Data Subjects to Process Customer Personal Data to the extent required by Applicable Law.

3.3 Schedule 1 to this DPA sets out certain information regarding UKG's Processing of Customer Personal Data as required by Article 28(3) of the GDPR (and equivalent requirements of other Applicable Laws).

4. UKG Personnel

UKG will take steps to ensure that access to Customer Personal Data is limited to those individuals who: (a) need to know or access the relevant Customer Personal Data as necessary for the purposes of providing the Services under the Agreement or to comply with Applicable Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, UKG will in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk as set forth in Schedule 2 to this DPA.

5.2 In assessing the appropriate level of security, UKG will take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing

6.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 6, including without limitation those Subprocessors provided herein and any new Subprocessors. Subprocessors used for UKG Other Products and Services may be listed under each applicable Statement of Work or Order Form or in an addendum to this DPA or other form of communication.

6.2 UKG will provide Customer with a mechanism to obtain notification of the appointment of any new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor at least thirty (30) days before said Subprocessor carries out Processing activities on Customer Personal Data on behalf of Customer. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection by email to privacy@ukg.com to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal Data or is otherwise unable to reasonably address the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor, and is not a termination for cause. UKG will cease providing the impacted services thirty (30) days following the notice of termination.

6.3 With respect to each Subprocessor, UKG will:

6.3.1 verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal Data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR; and

6.3.2 if that arrangement involves a Restricted Transfer, confirm that the Standard Contractual Clauses, or other legally valid Cross-Border Transfer Mechanism, are at all relevant times incorporated into the relevant agreement(s) between UKG and the Subprocessor.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, UKG will assist Customer by implementing commercially reasonable technical and organizational measures for the fulfilment of the Customer's' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Applicable Laws.

7.2 If UKG receives a request from a Data Subject under any Applicable Law in respect of Customer Personal Data ("Data Subject Request"), UKG will:

7.2.1 promptly redirect the Data Subject to its Controller; and

7.2.2 ensure that UKG does not respond to that Data Subject Request except on the documented instructions of Customer or as required by Applicable Laws to which UKG is subject, in which case UKG, to the extent permitted by the Applicable Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

8. Personal Data Breach

8.1 UKG will notify Customer without undue delay and in accordance with Applicable Laws upon UKG or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Laws.

8.2 In the event of a Personal Data Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation, and remediation of any such Personal Data Breach.

8.3 Except as may be required by Applicable Laws, UKG will not notify Customer's affected Data Subjects about a Personal Data Breach without Customer's prior written consent.

9. Deletion or return of Customer Personal Data

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9.1 Subject to Sections 9.2 and 9.3, following the latter of either (i) termination or expiration of the Agreement or (ii) cessation of the Processing of Customer Personal Data, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete Customer Personal Data that can be reasonably identified and extracted in accordance with the requirements of the relevant Applicable Laws.

9.2 Notwithstanding Section 9.1 above, each UKG Processor may retain Customer Personal Data to the extent and for such period as required by Applicable Laws, provided that UKG will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage.

9.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 9.

10. Audit rights

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party, so long as said third party is acceptable to UKG and bound to confidentiality and non-disclosure obligations at least as stringent as Customer's obligations with respect to UKG Confidential Information as set forth in the Agreement. Customer is responsible and liable for any and all acts or omissions of any such third party. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report for Core Subscription Services, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

11. Restricted Transfers and Cross-Border Transfer

11.1 Customer is fully aware and acknowledges that UKG operates as a global company with locations across the world. In order for UKG to provide customers with service level continuity and to optimize both organization and management of the quality of its products and services, UKG reserves the right to have Customer Personal Data processed by other UKG Affiliates or by Subprocessors and that may be located in a different region than where the original Processing took place, which Customer accepts.

11.2 In connection with Restricted Transfers, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

11.3 In connection with Customers operating in countries where no Restricted Transfers are occurring, no transfer mechanism shall be applicable.

12. Additional Assurances

12.1 UKG shall maintain the following additional safeguards with respect to Customer Personal Data that is transferred pursuant to the Standard Contractual Clauses:

12.1.1 UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal Data processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under Applicable Laws or order of court or governmental authority with competent authority and jurisdiction over same;

12.1.2 In the event UKG receives a Disclosure Request for disclosure of Customer Personal Data processed under this DPA and Data Processor is not legally permitted to notify Customer of the Disclosure Request, UKG agrees to take reasonable legal actions against the disclosure of the Customer Personal Data and to refrain from disclosure of the Customer Personal Data to the respective authorities until a court of competent jurisdiction orders UKG to disclose such Customer Personal Data. In such event, UKG agrees to provide the minimum amount of information required when responding to the Disclosure Request, based on UKG's reasonable interpretation of the Disclosure Request; and

12.1.3 UKG can make available to Customer a Transfer Risk and Impact Statement to assist Customer in carrying out its own transfer impact assessment related to Customer's use of the Services.

13. General Terms

13.1 Governing Law. Without prejudice to clauses 17 (Governing Law) and 18 (Choice of Forum and Jurisdiction) of the Standard Contractual Clauses:

13.1.1 the Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

13.2 DPA Priority. Nothing in this DPA reduces UKG's obligations under the Agreement in relation to the protection of Customer Personal Data or permits UKG to Process (or permit the Processing of) Customer Personal Data in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

13.3 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

13.4 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained there.

13.5 This DPA supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to processing Customer Personal Data, including without limitation, any terms that may be imposed upon UKG by means of any "click-through", forms, applications, or any other terms and conditions which are presented to UKG in the course of UKG's engagement with Customer.

Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Customer Personal Data

Provision of the Services are set out in the Agreement and this DPA, where UKG acts as a data processor, and for business operations, as an independent controller.

UKG will use and otherwise process Customer Data only as described and subject to the limitations provided below (a) to provide Customer the Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Services to Customer.

Processing to Provide Customer the Services

For purposes of this DPA, "to provide" a Service consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Services up to date and operational, and enhancing user productivity, reliability, efficacy, quality, and security.

When providing Services, UKG will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar business purposes, or (c) sell or share Personal Data.

Processing for Business Operations Incident to Providing the Services to Customer

For purposes of this DPA, "business operations" means the processing operations authorized by Customer in this section.

Customer authorizes UKG:

- to create aggregated statistical, non-personal data from data containing Pseudonymized identifiers (such as usage logs containing unique, Pseudonymized identifiers);
- to calculate statistics related to Customer Data; and
- to de-identify Customer Data to enhance and create new functionalities.

in each case limited to to providing the Services, such as billing and account management; internal reporting and business modeling, and product strategy; and enhancing Customer's experience.

When processing for these incident business operations, UKG will apply principles of data minimization, confidentiality and will not use or otherwise process Customer Data or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, (c) any other purpose, other than for the purposes set out in this section or (d) Sell or Share Personal Data.

The types of Customer Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Customer data subjects, employment and education details of Customer data subjects, other information that Customer may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Customer Personal Data relates

Customer's employees, contractors, and job applicants.

Special categories of Customer Personal Data to be Processed

None unless otherwise specified or unless special categories of personal data including without limitation biometric data collection is enabled by Customer on given UKG offerings.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and this DPA.

Privacy related contact:

UKG:	privacy@ukg.com
Customer:	As specified in this DPA, in the Order Form or in the Statement of Work.

Schedule 2: Technical and Organizational Measures

The following Technical and Organizational Measures are applicable to UKG Core Subscription Services. The specific Supplement for UKG Other Products and Services to this DPA is applicable to any UKG Other Products & Services.

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.

2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.

3. Entity Controls: Consistent with UKG's obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:

a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.

b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG's Code of Conduct upon hire.

c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.

d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.

e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.

f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.

4. Application and Network Controls:

a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Services shall be monitored.

b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.

c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.

d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.

e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.

g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).

h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.

j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.

k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.

l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.

m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.

n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.

5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.

6. Security Monitoring: UKG may monitor and analyze the use of its Subscription Services, which may record information concerning security controls and compliant use of the application, the events that occur within the application, aggregated usage, performance data, and access locations. The Subscription Services will collect usage statistics, telemetry, and other data from Customer, such as mobile number, email address, IP address, and other unique verification identifier, for the purposes of enabling multifactor authentication; benchmarking, modelling, and training; providing, operating, maintaining, customizing, and improving the Subscription Services and its security, including by developing new or different functionalities for such purposes.

7. Incident Response and Notification:

a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal Data has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Laws.

b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.

8. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.

9. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

Schedule 3: Additional Applicable Privacy Provisions

The following provisions will apply if and to the extent applicable to the Processing of Customer Personal Data by UKG.

1. **U.S. Privacy Laws**

"U.S. Privacy Laws" have the same meaning as in Applicable Laws and regulations concerning the privacy and security of information reasonably identifying or linked to an individual, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. or its successor the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and their accompanying regulations as promulgated by the California Attorney General or California Privacy Protection Agency, as then applicable (collectively the "CPRA"); the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1309 et seq. (the "CPA") the Connecticut Data Privacy Act, Public Act No. 22-15 (the "CTDPA"); the Utah Consumer Privacy Act, Utah Code § 13-61-101 et seq. (the "UCPA "); and the Virginia Consumer Data Protection Act, Virginia Code § 59.1-571 et seq. (the "VCDPA").

Obligations. To the extent UKG is a Service Provider or Processor and receives Personal Information from Customer and processes Personal Information on behalf of Customer in connection with UKG's provision of the Services to Customer, UKG in its role as a Service Provider or Processor, will not: (i) Sell or Share such Personal Information; (ii) shall not retain, use, or disclose such Personal Information for any purpose other than performing the Services or Business Purpose under the Agreement or as otherwise permitted by the U.S. Privacy Laws; (iii) retain, use, or disclose the Personal Information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; or (iv) retain, use, or disclose such Personal Information outside of the direct business relationship between Customer and Service Provider unless otherwise permitted under the Agreement; (v) combine the Personal Information that the Service Provider receives from, or on behalf of, the Business with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that the Service Provider may combine personal information to perform any Business Purpose. UKG, in its role as a Service Provider or Processor, agrees to comply with the US Privacy Laws as applicable to Service Provider in its provision of the Services to Customer under the Agreement. For clarity, UKG shall notify Customer if it makes a determination that it can no longer meet its obligations under the CPRA and Customer may take reasonable and appropriate steps to stop and remediate the unauthorized Processing of Personal Information.

Consumer Requests. To the extent applicable, and subject to the nature of the Processing and the information available to UKG, UKG will reasonably assist Customer with the fulfilment of Customer's obligation to respond to consumer requests for exercising the data subject's rights as set out under the U.S. Privacy Laws.

2. United Kingdom ("UK") International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

The UK International Data Transfer Addendum to the EU SCCs is available on ukg.com, and is deemed incorporated in this DPA, in accordance with Section 11 of the DPA.

In connection with transfers of Customer Personal Data to which UK GDPR applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

If UKG's billing address is in an Adequate Country, the appliable UK IDTA (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the UK GDPR from UKG to Subprocessors and UKG Affiliates;

If UKG's billing address is not in a Country with Adequate Country, appliable UK IDTA (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

3. Switzerland

Where Applicable Laws of Switzerland requires sufficient safeguards for the adequate protection of Personal Data transferred to a third country, the EU SCCs shall apply. In case of a transfer from Switzerland subject to the Applicable laws of Switzerland, the terms below will have the following substituted meanings for the purposes of the EU Clauses: (i) "GDPR" means the FADP and the Revised FADP. (ii) "European Union", "Union" or "Member States" means Switzerland, provided that the term "member state" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence, provided it is in Switzerland in accordance with Clause 18 c. (iii) "Supervisory Authority" means the FDPIC. The EU SCCs shall also protect the data of legal entities until the entry into force of the Revised FADP

In connection with transfers of Customer Personal Data to which FADP applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

- If UKG's billing address is in an Adequate Country, the applicable EU SCCs (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the GDPR from UKG to Subprocessors and UKG Affiliates;

- If UKG's billing address is not in a Country with Adequate Country, appliable EU SCCs (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

4. APEC / Australia

"APEC" means the Asia Pacific Economic Cooperation, a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. See www.apec.org for more information.

"APEC Member Economy" means the 21 members of APEC: Australia, Brunei Darussalam, Canada, Chile, China, Hong Kong-China, Indonesia, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, Philippines, Russia, Singapore, Chinese Taipei, Thailand, United States, and Vietnam.

UKG shall not transfer Personal Data outside of the jurisdiction where the Personal Data is obtained unless permitted under Applicable Laws. Where UKG Processes Personal Data from an APEC Member Economy on behalf of Customer, UKG shall perform such Processing in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see www.cbprs.org) to the extent the requirements are applicable to UKG's Processing of the Personal Data. If UKG is unable to provide the same level of protection as required by the CBPRs, UKG shall promptly notify Customer and cease Processing. In such event, Customer may terminate the Agreement with respect only to those Products and/or Services for which UKG is unable to provide the same level of protection as required by the CBPRs by written notice within 30 days.

Any reference to Personal Data Breach is deemed to include Notifiable Data Breaches under the Australian Privacy Act 1988.

5. Argentina

Argentine Model Clauses: means the Model Agreement of International Transfer of Personal Data for the case of Provision of Services (Contrato modelo de transferencia internacional de datos personales con motivo de prestación de servicios) (reference: EX-2016-00311578- -APN-DNPDP#MJ- Anexo II) approved by the Dirección Nacional de Protección de Datos Personales on 2 November 2016 ("Argentinian Clauses").

In connection with transfers of Customer Personal Data to which Argentinian laws applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection, or based on the Argentinian Clauses, which are deemed incorporated herein by reference. For the avoidance of doubts, any information required under the Argentinian Clauses are deemed provided under the Cross Border Mechanisms incorporated herein by reference.

6. China

Should Customer choose to use UKG Services in China, Customer acknowledges that:

a) UKG cannot guarantee the availability of UKG Services in China;

b) Access to UKG Services solution from China is not guaranteed, and therefore some provisions in the Agreement that governs the provision of UKG's Services may not apply; and

c) In the event that parties engage in cross-border transfers of data outside of China and the Chinese Standard Contract for Export of Personal Information ("Chinese Standard Contractual Clauses" or "Chinese SCCs") is required by applicable Chinese laws to such cross-border transfer, the parties (or their applicable affiliates) agree to execute such separate Chinese SCCs to govern the cross-border transfers of data.

7. Brazil

The Parties shall handle Customer Personal Data in accordance with the Lei Geral de Proteção de Dados ("LGPD") and only for the purposes that are compatible with those described in the Main Agreement.

UKG shall notify Customer in writing of (a) a confirmed Personal Data Breach, or (b) any notification, complaint, consultation or request made by the Brazilian National Data Protection Authority due to the processing of Customer Personal Data.

UKG shall, in accordance with the terms of Article 18 of the LGPD, provide Customer with reasonable assistance when necessary to respond to a complaint, consultation or request from a data subject regarding the processing of Customer Personal Data (including, without limitation, any request for access, rectification, deletion, portability or restriction of processing of Customer Personal Data).

UKG shall only transfer Customer Personal Data to another jurisdiction in accordance with the terms of the LGPD, and UKG shall offer guarantees and compliance aligned with the regime of data protection provided in the LGPD for any transfer of Personal Data outside of Brazil.

ORDER FORM

Quote#: Q-281218
Expires: 15 Sep, 2024
Sales Executive: Alison Mercier
Effective Date: Effective as of the date of last signature of this Order

Order Type: Amendment
Date: 16 Aug, 2024

Customer Legal Name:
CITY OF REDMOND

Customer Legal Address:
15670 NE 85TH STREET #3SFN, REDMOND, WA 98052-3580 USA

Bill To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Bill To Contact:

Ship To: CITY OF REDMOND
15670 NE 85TH STREET #3SFN
REDMOND, WA 98052-3580 USA

Ship To Contact:

Ship to Phone:
Ship to Mobile:
Contact: Courtney Miller
Email: cmiller@redmond.gov

Currency: USD
Customer PO Number:
Solution ID: 6115682
Term: Co-Term
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG DIMENSIONS PAYROLL SERVICES	0	USD 1.75	USD 0.00
Total Price			**USD 0.00**

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Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 0.00

Order Notes:

This Order is subject to the terms and conditions of that certain Workforce Dimensions Agreement between Kronos Incorporated, a UKG company and Customer dated 08/29/2019, and the UKG Payroll Services Addendum dated 12/16/2022 (the “Agreement”).

By signing this Order, Customer is agreeing to decrease its UKG DIMENSIONS PAYROLL SERVICES from 900 to 0.

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IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF REDMOND		Kronos SaaShr, Inc.	
Signature:	Signed by: Kelley Cochran (Mayor Designee) 5D9EC672714C4E4...	Signature:	
Name:	Kelley Cochran (Mayor Designee)	Name:	
Title:	Finance Director	Title:	
Date:	9/13/2024	Date:	

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

Docusign Envelope ID: 7D18637B-01A6-47D3-989F-F15BC87739FF

HR, Pay, & Workforce Management

Service Request Order

This Service Request Order (SRO) outlines the scope of services to be provided by UKG and is/are subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between the Parties. Unless otherwise defined herein, words and expressions defined in the MSA shall have the same meaning in this SRO. In the event of a conflict or discrepancy between the terms in this SRO and the MSA, the MSA shall prevail.

Customer Bill-to Name:	CITY OF REDMOND	**Legal Entity:**	UKG Kronos Systems LLC
Contact Name:	Courtney Miller	**Solution Id:**	6115682
Phone:		**Email:**	cmiller@redmond.gov
		Job Title:	Technology Project Manager
Creation Date:	1/15/2026		
SR Number:	SR-2026-00117754	**Quote Expiration Date:**	2/14/2026
Currency:	USD		

Scope of Services:

UKG will provide resource(s) to complete the following services:

SRP Number	Service Name
SRP-2026-00117754	Solutions Consultant
Description of Services	Additional Launch support, extension through April go live @75k - client is aware and has agreed that should another extension be required past April 1 go live they will incur and addition 25k per month. Current Launch team will remain in place to support the April go live.

Service Warranty:

Docusign Envelope ID: 7D18637B-01A6-47D3-989F-F15BC87739FF

This Service Request will be considered complete after thirty (30) calendar days of delivery. Any defects must be submitted in writing by the Customer within this period. Reported defects that fall within the boundaries of this Service Request will be corrected at no cost to the Customer. Additional revisions not contained in the original scope will be considered a new request.

Service and Fee Assumptions:

- Projects are submitted for UKG resource assignment and scheduling upon Customer's SRO approval.
- All services are contingent upon Customer involvement as mutually agreed to throughout the project.
- Additional requirements or revisions not contained in the original scope will be considered a new request and will require an additional SRO.
- All services will be performed remotely unless otherwise mutually agreed to in advance. Travel expenses are not included in SRO fees and will be invoiced separately if incurred as per the UKG Global Travel and Expense Policy.
- Customer agrees to pay UKG for all fees due pursuant to this SRO plus any applicable federal, state, and local taxes.
- Request details, service assumptions, and attachments for this SRO are available in the UKG Customer portal as applicable.

Fees and Billing:

Fixed Fee:
This SRO item is Fixed Fee and will be billed with one (1) payment:

- 100% of total fees billed upon approval of this SRO

SRP Number	Work Location	Service Name	Quantity	Unit Price	Total Price
SRP-2026-00117754	Remote	Solutions Consultant	**1**	USD 75,000.00	USD 75,000.00

Summary of Fees:

Fee Totals	Total Price
Total Fixed Fee	USD 75,000.00

Docusign Envelope ID: 7D18637B-01A6-47D3-989F-F15BC87739FF

Accepted and Agreed to:

CITY OF REDMOND

Signature: Signed by: Courtney Miller 6A7AF732A35848C...

Contact Name: Courtney Miller
Job Title: Project Manager
Date Signed: 1/15/2026

UKG
HR, Pay, & Workforce Management

Docusign Envelope ID: 6A132140-1D19-4D4C-82AE-4A04993AC013

City of Redmond
Payroll Check Approval Register
Pay period: 2/1 - 2/28/2026
Check Date: 2/27/2026

Check Total:	$ -
Direct Deposit Total:	$ 9,935.72
Wires & Electronic Funds Transfers:	$ 7,324.53
Grand Total:	$ 17,260.25

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **200730** through **200736**,
Direct deposits numbe **1939** through & **1950**, and
Electronic Fund transfe
are approved for payment in the amount of **$17,260.25**
on this **27th day of February 2026.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 2/1 - 2/28/2026
Check Date: 2/27/2026

Total Checks and Direct deposit:	$ 11,645.41
Wire Wilmington Trust RICS (MEBT):	$ 5,614.84
Grand Total:	$ 17,260.25

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington