City of Redmond

Redmond
WASHINGTON

Agenda

Business Meeting

Tuesday, November 18, 2025

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
Vanessa Kritzer, President
Jessica Forsythe, Vice President
Jeralee Anderson
Steve Fields
Angie Nuevacamina
Melissa Stuart
Vacant

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: November 3 and 12, 2025, Special Meetings (recordings are available at Redmond.gov/rctv)

Special Meeting Minutes for November 3, 2025
Special Meeting Minutes for November 12, 2025
Special Meeting Minutes for November 12, 2025

2. Approval of Payroll/Direct Deposit and Claims Checks

Payroll Check Approval Register, November 10, 2025
Check Approval Register, November 18, 2025

3. **AM No. 25-166** Approval of the King County Cost Reimbursement Agreement for Monitoring and Verifying Registered Sex Offenders

Department: Police

Attachment A: KCSO Cost Reimbursement Agreement for 2025-2026

Legislative History

10/21/25	Committee of the Whole - Public Safety and Human Services	referred to the City Council Special Meeting

4. **AM No. 25-167** Approval of an Amendment to the Operational Services Agreement between the City of Redmond and Wave Aquatics

Department: Parks and Recreation

Attachment A: Contract Amendment
Attachment B: 2020-2025 Redmond Pool Contract

Legislative History

10/28/25	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council

5. **AM No. 25-168** Approval of the Indigency Screening Agreement Renewal

Department: Planning and Community Development

Attachment A: Memorandum of Agreement

Legislative History

11/3/25	Committee of the Whole - Planning and Public Works	referred to the City Council

6. **AM No. 25-169** Approval of the 2025-2027 Washington State Department of Transportation (WSDOT) Transportation Demand Management (TDM) and Commute Trip Reduction (CTR) Implementation Agreement

Department: Planning and Community Development

Attachment A: Implementation Agreement

Legislative History

11/3/25	Committee of the Whole - Planning and Public Works	referred to the City Council

7. **AM No. 25-170** Award of a Business License Process, Policy and Compliance Evaluation and Recommendation Contract to Strategica, Inc., in the Amount of $150,000

Department: Planning and Community Development

Attachment A: Business License Study Contract
Attachment B: RFP Response

Legislative History

11/3/25	Committee of the Whole - Planning and Public Works	referred to the City Council

8. **AM No. 25-171** Approval of Lease Amendment for Northwest Restaurants, Inc.

Department: Finance

Attachment A: Draft Lease Amendment for Northwest Restaurants, Inc.

Legislative History

11/12/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

9. **AM No. 25-172** Approval of Lease with WSDOT for Trail Segment Connecting SR 202 and the Redmond Central Connector

Department: Finance/Public Works

Attachment A: Draft Lease Agreement
Exhibit A: Depiction of Trail Lease
Exhibit B: Access Breaks
Exhibit C: Standard Title VI / Nondiscrimination Assurances from USDOT Order No. 1050.2A
Exhibit D: Development Agreement for the DRLE Project of 2019 COR and Sound Transit
Exhibit E: As-Built - Redmond 520 Trail Connection Cross Section

Legislative History

11/12/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

10. **AM No. 25-173** Approval of Authorization to Execute Three Wireless Telecommunications Amendments for Novelty Hill, Fire Station 14, and Education Hill

Department: Finance/Parks and Recreation/Public Works

Attachment A: Amendment to AT&T Lease at Novelty Hill Water Tank
Attachment B: Amendment to Crown Castle at Fire Station 14
Attachment C: Amendment to Verizon Lease at Education Hill Water Tank

Legislative History

11/12/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

11. **AM No. 25-174** Confirmation of Appointment of New Human Services Commission Member

Department: Executive

Legislative History

11/12/25	City Council	referred to the City Council

12. **AM No. 25-175** Award of the Construction Contract with Earthworks Solutions, LLC of Auburn WA, and Approval of the Consultant Services Agreement Supplement 1 with Consor, Inc., for the Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE) Project

Department: Public Works

Attachment A: Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Consor Supplemental Agreement 01

Legislative History

11/3/25	Committee of the Whole - Planning and Public Works	referred to the City Council

13. **AM No. 25-176** Approval of a Consultant Agreement with David Evans and Associates, Inc., in the Amount of $701,960, and Acceptance of the Department of Commerce Grant for the Idylwood Park Parking Lot Expansion and Frontage Improvements Project

Department: Public Works

Attachment A: Project Information Sheet
Attachment B: Consultant Agreement
Attachment C: Notification of Grant Award

Legislative History

11/3/25 Committee of the Whole - Planning and Public Works referred to the City Council

14. **AM No. 25-177** Approval of the Final Contract with Active Construction Incorporated, in the Amount of $3,383,138, and Acceptance of Construction for the 156th Cycle Track Project

Department: Public Works

Attachment A: Project Information Sheet
Attachment B: Additional Project Information

Legislative History

11/3/25 Committee of the Whole - Planning and Public Works referred to the City Council

15. **AM No. 25-178** Adoption of a Resolution to Reject All Bids for Lift Station Equipment Upgrades Phase 2, Project No. 2408

a. Resolution No. 1613: A Resolution of the City Council of the City of Redmond, Washington, Rejecting All Bids Received by the City on the Wastewater Lift Station Equipment Upgrades, Phase 2, Project No. 2408

Department: Public Works

Attachment A: Lift Station Equipment Upgrades Ph 2 PIS
Attachment B: Additional Project Information
Attachment C: Resolution

Legislative History

11/3/25 Committee of the Whole - Planning and Public Works referred to the City Council

16. **AM No. 25-179** Adoption of a Resolution to Establish Additional Sewer Connection Charges for Redmond Town Center Area Sewer Improvements

a. Resolution No. 1614: A Resolution of the City Council of the City of Redmond, Washington, Establishing the Amount of Sewer Additional Connection Charges for the Redmond Town Center Sewer System Improvement Area (Leary Way Basin)

Department: Public Works

Attachment A: Vicinity Map
Attachment B: BHC Technical Memorandum
Attachment C: Resolution

Legislative History

11/3/25	Committee of the Whole - Planning and Public Works	referred to the City Council

17. **AM No. 25-180** Adoption of an Ordinance Updating the Business License Fee for 2026

a. Ordinance No. 3233: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC) Subsections 5.04.070.A, 5.04.080.A, and 5.04.080.F, Updating the Business License Fee as Required by RCW 35.90, Municipal Business Licensing; Providing for Severability; and Establishing an Effective Date

Department: Finance

Attachment A: Ordinance

18. **AM No. 25-181** Adoption of an Ordinance Establishing the 2026 Property Tax Levy for General Operations

a. Ordinance No. 3234: An Ordinance of the City Of Redmond, Washington, Levying Property Taxes for the City of Redmond for the Fiscal Year Commencing January 1, 2026, on All Property, Both Real and Personal, in Said City Which is Subject to Taxation for the Purpose of Paying Sufficient Revenue to Carry on General Operations, Recognize Voter Approved Levy Lid Lifts for Public Safety and Parks for the Ensuing Year as Required by Law; Providing for Severability; and Establishing an Effective Date

Department: Finance

Attachment A: Ordinance

Legislative History

11/12/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

19. **AM No. 25-182** Adoption of a Resolution Updating the Water and Wastewater Connection Charges, and Adoption of an Ordinance Updating the Stormwater Capital Facilities Charges

a. Resolution No. 1615: A Resolution of the City Council of the City of Redmond, Washington, Establishing New Connection Charge Rates

b. Ordinance No. 3235: An Ordinance of the City of Redmond, Washington, Amending the Subsections 13.20.040, 13.20.045.B, and 13.20.047.B of the Redmond Municipal Code to Establish Stormwater Drainage Capital Facilities Charges

Department: Finance

Attachment A: Resolution
Attachment B: Ordinance
Attachment C: CFC Report-FCS
Attachment D: CFC Update-OneRedmond Presentation
Attachment E: Redmond CFC Comparison to Other Jurisdictions

Legislative History

11/12/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

20. **AM No. 25-183** Adoption of an Ordinance for the 2025-2026 Budget Adjustment #4

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

Department: Finance

Attachment A: Ordinance
Exhibit 1: Summary of 2025-2026 Budget Adjustment #4

Legislative History

11/12/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

21. **AM No. 25-184** Approval to Rebuild the Teen Center on the Same Location. Prioritize Expedience in Construction, Centering Teen Voices in the Design Process, and Including Music Performance Space and a Dedicated Recording Studio to Continue the Old Firehouse Teen Center Legacy

Department: Parks and Recreation

Attachment A: Old Fire House Facility Recommendation Process
Attachment B: Community and Stakeholder Outreach and Involvement
Attachment C: OFH Stakeholder Group Final Report
Appendix A - Stakeholder Group Charter
Appendix B - Stakeholder Group Meeting Materials
Attachment D: Redmond OFH Engagement - Community Focus Groups Summary

Legislative History

10/28/25	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council Study Session
11/12/25	City Council	referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

a. **AM No. 25-185** Quarterly Overtime Report: January 1, 2025, through September 30, 2025

Department: Fire

Attachment A: Quarterly Overtime Report - January 1, 2025, through September 30, 2025

b. **AM No. 25-186** Third Quarter 2025 Financial Report

Department: Finance

Attachment A: Presentation

c. **AM No. 25-187** Proposed Personnel Manual Benefit Changes

Department: Human Resources

Attachment A: Presentation
Attachment B: Redmond Personnel Manual Changes Requiring Council Approval
Attachment C: Redmond Personnel Manual Changes for Council Information Only
Attachment D: Resolution to Amend Redmond Personnel Manual
Attachment E: Resolution to Adopt Section 1.40

d. **AM No. 25-188** Proposed Updates to the 2026 Pay Plans

Department: Human Resources

Attachment A: Presentation
Attachment B: Ordinance - 2026 AFSCME Pay Plans
Exhibit 1: 2026 AFSCME Pay Plan "A"
Exhibit 2: 2026 AFSCME Pay Plan "AF-S"
Attachment C: Ordinance - 2026 Executive Pay Plan
Exhibit 1: 2026 Executive Pay Plan "E"
Attachment D: Ordinance - 2026 Non-Represented Pay Plans
Exhibit 1: 2026 Non-Represented Pay Plan "N"
Exhibit 2: 2026 Non-Represented Supplemental Pay Plan "N-S"
Attachment E: Ordinance - 2026 General Supplemental Pay Plan
Exhibit 1: 2026 General Supplemental Pay Plan "G-S"
Attachment F: Ordinance - 2026 Elected Official Pay Plan
Exhibit 1: 2026 Elected Official Pay Plan "EO"
Attachment G: Ordinance - 2026 Police Commissioned Pay Plan
Exhibit 1: 2026 Police Commissioned Pay Plan "P"

2. Ombudsperson Report

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

A. Labor Negotiations [RCW 42.30.140(4)(b)] - 10 minutes

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: 11/18/2025
Meeting of: City Council

File No. SPC 25-092
Type: Minutes

Approval of the Minutes: November 3 and 12, 2025, Special Meetings (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Special Meeting of the Redmond City Council was called to order by Mayor Pro Tem Vanessa Kritzer at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY:

A. PROCLAMATION: Native American History Month

Mayor Pro Tem Kritzer read the proclamation into the record.

B. PRESENTATION: Cascadia State of the College

This item was removed from the agenda.

C. PRESENTATION: Crisis Care Levy

Representatives from King County, Susan McLaughlin and Jennifer Winslow, provided a presentation.

ITEMS FROM THE AUDIENCE

Mayor Pro Tem Kritzer opened Items from the Audience at this time. The following persons spoke:

- Daniel Dawson – license plate readers;
- Erin Hamilton – 988 call in line, removal from CEAT program and relationship with the Police;
- Wolfe Adriatico – effects of the Old Firehouse Teen Center closing;
- David Morton – draft 2025 Environmental Sustainability Action Plan report, community engagement, and reducing emissions;
- David Coombs – removal of the license plate reader cameras;
- Kristina Wayland – Old Firehouse Teen Center stakeholder group final report;
- Faith 2386 – needing a space to be seen as yourself and focus group process;

- Juliana Pena – ICE arresting and deporting immigrants;
- Rheya Wren - draft 2025 Environmental Sustainability Action Plan report and ICE in Redmond;
- Max Ruhlman – authority of the Mayor and of the Council, creating a position of City Auditor, and license plate reader cameras; and
- Phil Swan – (Written Comment) removal of the license plate reader cameras.

Darrell Lowe, Police Chief, spoke regarding ICE officers in Redmond and responded to Councilmember inquiries.

CONSENT AGENDA

MOTION: Councilmember Forsythe moved to approve the Consent Agenda. The motion was seconded by Councilmember Stuart.

VOTE: The motion to approve the Consent Agenda passed without objection (7-0).

1. Approval of the Minutes: October 21, 2025, Regular Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

#188815 through #188818
#193736 through #194488
#1900 through #1904

$4,542,152.19

#14637 through #14877

$19,289,725.15

3. AM No. 25-160: Approval of Office of Public Defense (OPD) Public Defense Improvement Funds Grant in the Amount of $20,930

4. AM No. 25-161: Approval of the 2026 Rate Amendment to the Interlocal Agreement between the City of Redmond and the South Correctional Entity (SCORE)

5. AM No. 25-162: Award Parks Impact Fee Study Contract to The FCS, a Bowman company, in the Amount of $79,890

6. AM No. 25-163: Approval of the 2026-2028 Collective Bargaining Agreement between the City of Redmond and the Redmond City Hall Employees Association (RCHEA)

    a. Ordinance No. 3231: An ordinance of the City of Redmond, Washington Amending Pay Plans "R" and "RS", in Order to Set Salaries for Employees Covered by the RCHEA Bargaining unit for the Year 2026; Providing for Severability and Establishing an Effective Date

7. AM No. 25-164: Approval of the 2026-2028 Collective Bargaining Agreement between City of Redmond and Teamsters Local No. 117 representing the Police Support employees in the Police Department

    a. Ordinance No. 3232: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "PS" and "S-PS," in Order to Set Salaries for Police Support Employees Covered by the Teamsters Local Union No. 117 Bargaining Unit for the Year 2026; Providing for Severability and Establishing an Effective Date

Mayor Pro Tem Kritzer read the ordinance titles into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Ombudsperson Reports:

Councilmember Nuevacamina reported receiving resident contacts regarding: power outages; federal government shutdown; gas leaf blowers; improper name in a greenway; policing the rainbow; and tour of a teen café in Issaquah.

Councilmember Fields reported receiving resident contacts regarding: license plate reader cameras; and stakeholder group recommendation.

Councilmember Stuart reported receiving resident contacts regarding: Redmond West Little League; food security; options for legislation regarding ICE; and public safety technology.

Councilmembers discussed the license plate reader cameras and requested that the cameras be turned off.

Darrell Lowe, Police Chief, spoke regarding ICE officers in Redmond and responded to Councilmember inquiries.

Councilmember Forsythe reported receiving resident contacts regarding: license plate reader cameras; leaves; ICE; and rapid response training.

Committee Reports:

Councilmember Stuart provided committee reports:

- OneRedmond Government Affairs; and
- K4C.

Councilmember Kritzer provided committee reports:

- Eastside Transportation Partnership Legislative Subcommittee;
- Sound Cities Association Legislative Committee; and
- Dia De Los Muertos Celebration.

Councilmember Salahuddin commented regarding resigning from the Council, effective November 6th, and thanked staff, the community, committees and the Council.

Mayor Pro Tem Kritzer spoke regarding having a discussion on the process for filling the upcoming Council vacancy.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION:

A. Labor Negotiations [RCW 42.30.140(4)(b)] - 15 minutes

Mayor Pro Tem Kritzer announced the Council will now leave the meeting and go into Executive Session to discuss Labor Negotiations RCW 42.30.140(4)(b)] for 15 minutes. Per state law, public attendance is not allowed during the Executive Sesson. Action will not take place following the Executive Session.

Executive Session convened at 8:55 p.m., and ended at 9:10 p.m.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 9:10 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: November 18, 2025

DRAFT

CALL TO ORDER

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6:30 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson (arrived at 6:33 p.m.), Forsythe, Kritzer, Nuevacamina and Stuart

Absent: Councilmember Fields

NEW BUSINESS

1. AM No. 25-165: Suspension of Flock Automated License Plate Reading System (ALPRS)

MOTION: Councilmember Kritzer moved to approve AM No. 25-165: Suspension of Flock Automated License Plate Reading System (ALPRS). The motion was seconded by Councilmember Forsythe.

VOTE: The motion passed without objection (5-0).

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 6:36 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: November 18, 2025

DRAFT

CALL TO ORDER

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6:45 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Forsythe, Kritzer, Nuevacamina and Stuart

Absent: Councilmember Fields

CANDIDATE INTERVIEW - HUMAN SERVICES COMMISSION

The purpose of the special meeting was to interview a candidate for the Human Services Commission

Brooke Buckingham, Human Services Manager, introduced the Human Services candidate: Vartika Gupta.

The candidate spoke regarding background, experience and interest in the work of the commission and the community.

Discussion ensued regarding: greatest needs in the community; making tough funding decisions; and passion for the work.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 6:55 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: November 18, 2025

DRAFT

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. SPC 25-093
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

Docusign Envelope ID: 3C1A7487-105A-499C-A98D-4BF7F224219A

City of Redmond
Payroll Check Approval Register
Pay period: 10/16 - 10/31/2025
Check Date: 11/10/2025

Check Total:	$	38,086.95
Direct Deposit Total:	$	2,853,015.86
Wires & Electronic Funds Transfers:	$	1,637,973.69
Grand Total:	$	4,529,076.50

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 **188827** through **188838** ,
Direct deposits numbered **194499** through **195258** , and
Electronic Fund transfers **1909** through **1910**
are approved for payment in the amount of **$4,529,076.50**
on this **10th day of November 2025.**

Note:

City of Redmond
Payroll Final Check List
Pay period: 10/16 - 10/31/2025
Check Date: 11/10/2025

Total Checks and Direct deposit:	$	4,062,355.87
Wire Wilmington Trust RICS (MEBT):	$	466,720.63
Grand Total:	$	4,529,076.50

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: B786913E-0E34-4604-BFC2-951F733DCEFA

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

Signed by:
KELLEY COCHRAN
706AE71EFDB1430...

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 14878 through 15143, and WIRE and ACH Transfers are approved for payment in the amount of $551,003.37 this 18th day of November 2025.

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-166
Type: Consent Item

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

Police	Chief Darrell Lowe	425-556-2521

DEPARTMENT STAFF:

Police	Brian Coats	Deputy Chief
Police	David Puente	Captain

TITLE:
Approval of the King County Cost Reimbursement Agreement for Monitoring and Verifying Registered Sex Offenders

OVERVIEW STATEMENT:
This renewal agreement provides for the reimbursement of the Redmond Police Department overtime expenses by the King County Sherriff's Office for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program provides face-to-face verification of a registered sex and kidnapping offender's address at the place of residency as mandated by State law.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  The State of Washington mandates a face-to-face verification of a registered sex and kidnapping offender's address at the place of residency by RCW 9A.44.130.
- **Council Request:**
  N/A
- **Other Key Facts:**
  The King County Sheriff's Office (KCSO) has received a grant from the Washington Association of Sheriff and Police Chiefs and is working in partnership with cities to meet the state requirement for face-to-face verification of registered sex and kidnapping offenders at their place of residency.

OUTCOMES:
The Cost Reimbursement Agreement will reimburse the City for expenditures up to $3,894.73 associated in fulfilling the requirements of RCW 9A.44.130 Registration of sex offenders and kidnapping offenders. The goal of registered sex and kidnapping offender address and residency verification is to improve public safety by establishing a greater presence and emphasis in King County neighborhoods.

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 City will be reimbursed up to $3,894.73 under this agreement.

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

Budget Offer Number:
00060 (Complex Investigation)

Budget Priority:
Safe & Resilient

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

Funding source(s):
King County Sheriff's Office

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/21/2025	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:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
Loss of funding from the King County Sheriff's Office to reimburse any overtime costs associated with this service.

ATTACHMENTS:
Attachment A: KCSO Cost Reimbursement Agreement for 2025-2026 registered Sex Offender Grant

Cost Reimbursement Agreement

Executed By

King County Sheriff's Office, a department of
King County, hereinafter referred to as "KCSO,"

Department Authorized Representative:
Jesse Anderson, Undersheriff
King County Sheriff's Office
King County Courthouse
516 Third Avenue, W-150
Seattle, WA 98104

and
Redmond Police Department, a department of the City of Redmond, hereinafter referred to as ""Contractor,"

Department Authorized Representative:
Mayor Angela Birney
15670 Northeast 85th Street
Redmond, WA 98073

WHEREAS, KCSO and Contractor have mutually agreed to work together for the purpose of verifying the address and residency of registered sex and kidnapping offenders; and

WHEREAS, the goal of registered sex and kidnapping offender address and residency verification is to improve public safety by establishing a greater presence and emphasis by Contractor in King County neighborhoods; and

WHEREAS, as part of this coordinated effort, Contractor will increase immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction, and

WHEREAS, KCSO is the recipient of a Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program grant through the Washington Association of Sheriffs and Police Chiefs for this purpose, and

WHEREAS, KCSO will oversee efforts undertaken by program participants in King County;

NOW THEREFORE, the parties hereto agree as follows:

KCSO will utilize Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program funding to reimburse for expenditures associated with the Contractor for the verification of registered sex and kidnapping offender address and residency as set forth below. This Interagency Agreement contains eleven (11) Articles:

ARTICLE I. TERM OF AGREEMENT

The term of this Cost Reimbursement Agreement shall commence on July 1, 2025 and shall end on June 30, 2026 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II. DESCRIPTION OF SERVICES

This agreement is for the purpose of reimbursing the Contractor for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program's purpose is to verify the address and residency of all registered sex and kidnapping offenders under RCW 9A.44.130.

The requirement of this program is for face-to-face verification of a registered sex and kidnapping offender's address at the place of residency. In the case of

- level I offenders, once every twelve months.
- of level II offenders, once every six months.
- of level III offenders, once every three months.

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

ARTICLE III. REPORTING

- Two reports are required in order to receive reimbursement for grant-related expenditures.
- Both forms are included as exhibits to this agreement.
- "Exhibit A" is the Offender Watch generated "Registered Sex Offender Verification Request (WA)" that the sex or kidnapping offender completes and signs during a face-to-face contact.
- "Exhibit B" is an "Officer Contact Worksheet" completed in full by an officer/detective during each verification contact.
- Both exhibits representing each contact are due quarterly and **must be complete and received** before reimbursement can be made following the quarter reported.

- The signed Exhibit report forms are to be submitted by the 5th of the month following the end of the quarter.
    - The first due date for signed reports is October 5, 2025.
    - The second due date for signed reports is January 5, 2026.
    - The third due date for signed reports is April 5, 2026.
    - The fourth due date for signed reports is July 5, 2026.
- Quarterly Exhibit reports shall be delivered to

    Attn: Eric Westberg, Project Manager
    King County Sheriff's Office/RSO Unit
    900 Oakesdale Avenue SW
    Renton, WA 98057

    Phone: 206-263-2121
    Email: ewestberg@kingcounty.gov

ARTICLE IV. REIMBURSEMENT

Requests for reimbursement will be made on a monthly basis and shall be forwarded to KCSO by the 10th of the month following the end of each quarter as follows:

- The first due date for invoices is October 10, 2025.
- The second due date for invoices is January 10, 2026.
- The third due date for invoices is April 10, 2026.
- The fourth and final invoice will be due by July 31, 2026.

Please note the following terms will be adhered to for the 2025-2026 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using Offender Watch to track verifications will not receive that quarter's grant payment.

Overtime reimbursements for personnel assigned to the Registered Sex and Kidnapping Offender Address and Residency Verification Program will be calculated at the usual rate for which the individual's' time would be compensated in the absence of this agreement.

Each request for reimbursement will include the name, rank, overtime compensation

rate, number of reimbursable hours claimed and the dates of those hours for each officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the department that the request has been personally reviewed, that the information described in the request is accurate, and the personnel for whom reimbursement is claimed were working on an overtime basis for the Registered Sex and Kidnapping Offender Address and Residency Verification Program.

Administrative time and expenses must be annotated in the invoice.

Overtime and all other expenditures under this Agreement are restricted to the following criteria:

1. For the purpose of verifying the address and residency of registered sex and kidnapping offenders; and

2. For the goal of improving public safety by establishing a greater presence and emphasis in King County neighborhoods; and

3. For increasing immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction; and

4. For necessary and reasonable administrative expenses related to the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The Contractor may use no more than 15% of the total grant funds for administrative expenses. Any duties not included in Article II are considered administrative expenses. These include, but are not limited to, general management, office support, database updates, and other support services. Administrative expenses may go over the 15% limit only upon pre-approval from KCSO.

Any non-overtime related expenditures must be pre-approved by KCSO. Your request for pre-approval must include: 1) The item you would like to purchase, 2) The purpose of the item, 3) The cost of the item you would like to purchase. You may send this request for pre-approval in email format. Requests for reimbursement from KCSO for the above non-overtime expenditures **must** be accompanied by a spreadsheet detailing the expenditures as well as a vendor's invoice and a packing slip. The packing slip must be signed by an authorized representative of the Contractor.

All costs must be included in the request for reimbursement and be within the overall contract amount. Over expenditures for any reason, including additional cost of sales tax, shipping, or installation, will be the responsibility of the Contractor.

Requests for reimbursement must be sent to

Attn: Eric Westberg, Project Manager
King County Sheriff's Office/RSO Unit
900 Oakesdale Avenue SW
Renton, WA 98057

Phone: 206-263-2121
Email: ewestberg@kingcounty.gov

The maximum amount to be paid under this cost reimbursement agreement shall not exceed **Three Thousand Eight Hundred Ninety Four Dollars and Seventy Thee Cents ($3,894.73**). Expenditures exceeding the maximum amount shall be the responsibility of Contractor. All requests for reimbursement must be received by KCSO by July 31, 2026 to be payable.

ARTICLE V. WITNESS STATEMENTS

"Exhibit C" is a "Sex/Kidnapping Offender Address and Residency Verification Program Witness Statement Form." This form is to be completed by any witnesses encountered during a contact when the offender is suspected of not living at the registered address and there is a resulting felony "Failure to Register as a Sex Offender" case to be referred/filed with the KCPAO. Unless, due to extenuating circumstances the witness is incapable of writing out their own statement, the contacting officer/detective will have the witness write and sign the statement in their own handwriting to contain, verbatim, the information on the witness form.

ARTICLE VI. FILING NON-DISCOVERABLE FACE SHEET

"Exhibit D" is the "Filing Non-Discoverable Face Sheet." This form shall be attached to each "Felony Failure to Register as a Sex Offender" case that is referred to the King County Prosecuting Attorney's Office.

ARTICLE VII. SUPPLEMENTING, NOT SUPPLANTING

Funds may not be used to supplant (replace) existing local, state, or Bureau of Indian Affairs funds that would be spent for identical purposes in the absence of the grant.

Overtime - To meet this grant condition, you must ensure that:

- Overtime exceeds expenditures that the grantee is obligated or funded to pay in the current budget. Funds currently allocated to pay for overtime may not be reallocated to other purposes or reimbursed upon the award of a grant.
- Additionally, by the conditions of this grant, you are required to track all overtime funded through the grant.

ARTICLE VIII. HOLD HARMLESS/INDEMNIFICATION

Contractor shall protect, defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or

omissions of Contractor, its officers, employees, contractors, and/or agents related to Contractor's activities under this Agreement. Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Contractor, by mutual negotiation, hereby waives, as respects King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event King County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Contractor. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE IX. INSURANCE

Contractor shall maintain insurance policies, or programs of self-insurance, sufficient to respond to all of its liability exposures under this Agreement. The insurance or self-insurance programs maintained by the Contractor engaged in work contemplated in this Agreement shall respond to claims within the following coverage types and amounts:

General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY.** $5,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a $5,000,000 aggregate limit. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

By requiring such liability coverage as specified in this Article IX, King County has not, and shall not be deemed to have, assessed the risks that may be applicable to Contractor. Contractor shall assess its own risks and, if deemed appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Contractor agrees to maintain, through its insurance policies, self-funded program or an alternative risk of loss financing program, coverage for all of its liability exposures for the duration of this Agreement. Contractor agrees to provide KCSO with at least thirty (30) days prior written notice of any material change or alternative risk of loss financing program.

ARTICLE X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this agreement. This agreement shall not impart any right enforceable by any person or entity that is not a party hereto.

ARTICLE XI. AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

Redmond Police Department	**KING COUNTY SHERIFF'S OFFICE**
Mayor Angela Birney	Jesse Anderson, Undersheriff
Date	Date

EXHIBIT A

Verification Request

Agency: King County WA Sheriff's Office **Administrator:** King County Sheriff's Office RSO Unit **Phone:** (206)263-2120 **Date:** 5/15/2024

Offender Information

Offender Photo

PHOTO NOT AVAILABLE

Name	test , test test			**Registration #**	23335518
POB				**SSN**	
DOB	01/01/1960	**Age**	64	**Alt Reg #**	
Sex		**Orient**		**Drv. Lic./State**	
Race		**Nat.**	No Selection	**FBI**	
Height		**Hair**		**State ID**	
Weight		**Eyes**		**Zone**	
Risk/Class.				**Comm.**	

Responsibility ()

Verifications:

Type	Last Date	Next Date	Comments

Compliant

FOR LAW ENFORCEMENT USE ONLY

Active Officer Alert

Primary Email Address

Primary IP Address

Residence (Bold - Primary Home Address)

Street
123 SMITH ST , SMITH, WA (Home)

Phone (Bold - Primary Contact Numbers)

Number	Type	Description
	Home	

Employment/School

Name	Address	Supervisor	Phone

Vehicle

Make	Model	Color	Year	License	State	VIN	Comments

Offense

Date	RS Code/Description	Convicted	Released	Case #	Crime Details

Probation

Status	Probation Officer	Contact	County	Conditions

Open Cases

Date Opened	Case Number	Notes

No Change

I_____do hereby attest, under penalties of perjury, that any and all information contained here is current and accurate on this_____day of_____20_____.

Offender Signature:_____

Officer Signature:_____Date:_____ Badge Number:_____

Witness Signature:_____Date:_____

Produced by OffenderWatch - www.watchsystems.com

Exhibit B

REGISTERED SEX OFFENDER ADDRESS VERIFICATION
OFFICER CONTACT WORKSHEET

OFFENDER DETAILS:

OFFENDER'S NAME:	**DOB:**
ADDRESS:	**CITY/STATE/ZIP:**
OFFENDER PHONE:	**ZIP CODE.:**
EMPLOYER:	**WORK PHONE:**
OFFENDER LEVEL IF KNOWN:	**FORM OF ID:**

DATE & TIME OF CONTACTS: *SEE KEY BELOW FOR CODING

DATE / TIME:		**RESULT:**	DATE/ TIME:		**RESULT:**
DATE / TIME:		**RESULT:**	DATE/ TIME:		**RESULT:**
DATE / TIME:		**RESULT:**	DATE/ TIME:		**RESULT:**

RESULT OF CONTACT:

MADE IN PERSON CONTACT: YES ☐ NO ☐	**FTR CASE NUMBER ASSIGNED IF NO CONTACT MADE:**
STATEMENT TAKEN: YES ☐ NO ☐	

REPORTING PARTY INFORMATION:

REPORTING PERSON:		DOB:	
MAILING ADDRESS:		CITY/ZIP:	
TELEPHONE:		ALT #	
RELATION TO OFFENDER:	NONE (UNKNOWN)☐ KNOWN ☐	RELATION:	

*CONTACT CODE KEY:

1 = OFFENDER MOVED
2 = BAD ADDRESS
3 = NOT HOME
4 = CHANGE OF ADDRESS
5 = HOUSE FOR SALE
6 = ARRESTED
7 = OFFENDER IN JAIL
8 = DEAD
9 = TOOK STATEMENT

OFFICER/DETECTIVE: **AGENCY:**

Date_____ Agency/Officer_____ Incident number_____

Witness Statement – Failure to Register

Suspect's Name: _____

Suspect's Last Registered Address: _____

Witness' Name: _____

Witness's Home Address: _____

Witness' Home Phone Number_____ Cell:_____Other: _____

How do they know the suspect (please be as detailed as possible)?_____
_____
_____
_____

*If suspect rented an apartment or a room from the witness, please have them provide a copy of any documentations to this effect and any documentations the suspect moved out.

Did the witness ever see the suspect at his/her last registered address? _____

How often would they see him/her there?_____

When did the witness start seeing him/her there?_____

When did they stop?_____

Why did the suspect stop staying at the address?_____

Did the suspect keep any personal belongings there? _____
_____

In general, when is the last time they saw the suspect ? _____

Do they know where the suspect moved to or their current whereabouts? _____
_____
_____

Can they provide the names and contact information of any other witnesses who would have seen the suspect staying at his/her last registered address?_____
_____
_____
_____

Is the witness willing to assist in prosecution? _____

Under penalty of perjury of the laws of the State of Washington, I certify that the foregoing is true and correct.

Witness' Signature _____ date _____

EXHIBIT D

WASPC GRANT FILING
NON-DISCOVERABLE

TO: KCPAO – Special Assault Unit – Seattle			DATE:	
FROM:			INCIDENT #:	
AGENCY:				
SUSPECT #1:				
DOB:	RACE:	SEX: M ☐ F ☐	HGT:	WGT:
SUSP #1 ADDRESS:				
CHARGE: **Failure to Register as a Sex Offender**			DATE OF CRIME:	
VICTIM #1: **State of Washington**			DOB:	
VICTIM #2:			DOB:	
INTERVIEWED BY: **NO ONE**			DPA NAME:	

TYPE OF CASE: **FTR - Failure To Register**	OTHER TYPE**:**

THIS CASE IS BEING REFERRED FOR THE FOLLOWING REASONS

☐ FILING OF CHARGES: - Comments:

☐ DECLINE: - Comments**:**

.

WASPC STATISTICAL REPORTING TO KCSO

Case Referral Received by KCPAO on this date:
Case filed by KCPAO: YES ☐ NO ☐
Cause Number Assigned:
If no, please indicate why:
Other Explanation:

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-167
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Parks	Zach Houvener	Parks Deputy Director
Parks	Erica Chua	Recreation Manager

TITLE:
Approval of an Amendment to the Operational Services Agreement between the City of Redmond and Wave Aquatics

OVERVIEW STATEMENT:
The City is looking to exercise the final renewal option from the 2020 Operational Services Agreement, extending Wave Aquatics' management of the Redmond Pool for five years from January 1, 2026 - December 31, 2030. This amendment enhances the 15-year partnership by strengthening community access provisions, updating operational standards, and modernizing compliance requirements to better serve Redmond residents.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  PARCC Plan
- **Required:**
  N/A
- **Council Request:**
  N/A
- **Other Key Facts:**
  While council approval is not legally required for this particular contract renewal, the substantive amendments warrant council and community awareness. These clarifications establish standards for customer service, resident priority access, fee assistance administration, operational reporting, and community programming allocation.

OUTCOMES:

Enhanced Community Access: 200 hours annually of guarded pool time for city programming (3 hours weekly, plus 3 additional hours weekly during June - August). Priority registration for Redmond Residents (98052 zip code) with one-week advanced registration periods, minimum of 55% of peak hours reserved for community-based programming, and alignment in fee assistance program administration.

Customer Service / Quality Standards: Customer Service training aligned with the City of Redmond customer service standards, Comprehensive operational reporting with detailed program allocation and utilization metrics, and quarterly revenue analysis.

Operational Efficiency: Responsibility for routine maintenance and day-to-day operations, maintenance obligations, clarity on communication protocols, etc.

Revenue Share: Wave will pay the City 50% of positive net income annually. This 50/50 split remains unchanged.

- Positive Net Income from previous years, paid to the City:
  - **2024:** $20,461
  - **2023:** $775
  - **2019-2022:** No positive net income, no payment received

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
10/28/2025	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Our current agreement expires December 31, 2025, if not renewed.

ANTICIPATED RESULT IF NOT APPROVED:
Without an approved agreement by January 1, 2026, the Redmond Pool would close immediately, requiring the City to develop an alternative operational plan. This would necessitate emergency budget amendments for direct operational costs, expedited hiring and FTE requests for staffing, significant interruptions to community members, etc.

ATTACHMENTS:
Attachment A - Amendment Wave Aquatics Contract
Attachment B - 2020 - 2025 Redmond Pool Contract

AGREEMENT BETWEEN THE CITY OF REDMOND AND WAVE AQUATICS FOR THE OPERATION OF THE REDMOND POOL

THIS OPERATING AGREEMENT ("the Operating Agreement") is entered by and between the City of Redmond, a Washington municipal corporation ("the City"), and Wave Aquatics, a 50l(c)(3) private non-profit corporation ("Wave").

RECITALS

A. The Redmond Pool ("the Pool"), located at 17535 NE 104th Street, Redmond, Washington, was built as part of the Forward Thrust Initiative in approximately 1974.

B. From the date of its construction until April 1, 2003, the Pool was owned and operated by King County on land owned by the City, pursuant to a forty (40) year ground lease dated May 28, 1970.

C. The ground lease expired on May 28, 2010 and the City took ownership of the Pool from King County. The City originally entered into an operating agreement for the Pool with Northwest Center, but that operating agreement was terminated in 2010 by mutual agreement.

D. In October 2010, the City and Wave entered into an Operating Agreement under which Wave has operated the Pool. The initial October 2010 Operating Agreement expired on December 31, 2012, and was subsequently renewed to December 31, 2014 (first renewal, City Contract #7011), and was subsequently renewed again to December 31, 2016 (second renewal, City Contract #6351-3). In 2017, an amendment was executed to extend the agreement for a term of three (3) additional months, which expired March 31, 2017 (City Contract #6351-4); this amendment contained a renewal provision for up to six (6) three-month periods, which was acknowledged and affirmed by Wave and the City, by both parties having acted and performed upon the renewal provision, which expired September 30, 2018. A subsequent amendment was executed to extend the agreement to December 31, 2019 (City Contract #6351-5).

E. Wave and the City acknowledge that the City made capital improvements to the Pool in 2010 and made essential improvements in 2019 - 2020. Repairs and improvements occurred in two phases over two years, resulting in better air and water quality, energy efficiencies, and operational savings that will help preserve the Pool for an estimated 25 to 30 years more.

F. WAVE and the City entered into a new Operating Agreement for the Pool in September 2020 and agreed to set forth the terms and conditions of their agreement in writing. This Agreement shall run from September 1, 2020, or when construction is at substantial completion, thru December 31, 2025 for an initial term of 5 years, with one 5-year extension.

G. During the term of the 2020 agreement, both parties identified opportunities to enhance pool services, improve community access, and refine the operational framework to better serve community members in Redmond.

H. The City and Wave now desire to exercise the extension option provided in the 2020 Agreement. This amendment extends the operating agreement for an additional five (5) year term from January 1, 2026 through December 31, 2030, and incorporates the agreed upon modifications to the previous agreement.

I. Both parties acknowledge that Wave has successfully operated the pool in accordance with the 2020 agreement and this amendment represents a continuation and enhancement of their successful partnership to provide aquatic services to the Redmond community.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. Wave to Operate Pool. Wave shall operate the Pool during the term of this Agreement. Operation includes providing the following at Wave's expense, in addition to any other duties prescribed in this Agreement:

A. Provide for the day-to-day operation, maintenance, and repair of the Pool in compliance with all federal, state, and local laws and regulations and in a clean, safe, and professional manner;

B. Community based programming is defined as aquatic programs and services designed to serve the public and promote community health, safety, and recreation. This **includes**:

- Water safety and drowning prevention programs (all ages)
- Learn-to-swim, Swim lessons, and aquatic instruction (all levels and ages)
- Adult (18-54) and senior (55+) aquatic fitness, therapy, masters, and recreational programs
- Lap swimming, family swim, and open/recreational swimming (all ages)
- Adaptive, inclusionary, or therapeutic programs (all ages)

Community based programing **excludes**:

- Facility rentals to private groups or organizations
- Competitive swim/dive team practices and meets
- School district use (high school teams, physical education classes, etc.)Private lessons or programs restricted to specific organizations

Community access will be granted under the following terms:

Community Events, Programs, and Classes:
Wave will provide a total of 200 hours of guarded pool time (3 hours per week, with an additional 3 hours per week June-August) annually for City of Redmond community events, summer camps, programs, and classes. Specific dates and times will be determined on a seasonal basis in coordination between Wave and the City. The City will provide the programming season schedule no later than September 30 of each calendar year for the upcoming year.

Guarded pool time may be scheduled during regular pool hours for shared use or during additional hours as mutually agreed upon by both parties. City registered participants (up to 40 per program session) will have access to the designated pool space during the agreed upon time slots. The City and Wave will partner on one community-based event each season, to be determined and agreed upon by both parties.

As defined in the Activity and Facility Use Policy, Wave will provide priority access to Redmond Residents, (those living or working within the 98052 zip code), which will have at least one week to register for recreational activities before the opportunity is made available to Non-Resident users. Non-Resident users shall pay an additional program fee of at least 20% more than the stated Redmond Resident fee or charge when registering for activities. These requirements shall be in place and operational no later than June 1, 2026.

C. **Peak Hours Definition:** Peak Hours are defined as the times of highest community demand for aquatic facilities:

- Weekdays: Monday through Friday, 8:00 a.m. - 11:00 a.m. and 3:00 p.m. to 8:00 p.m.
- Saturdays: 8:00 a.m. to 4:00 p.m.
- Sundays: 9:00 a.m. to 3:30 p.m.

Community Programming During Peak Hours:
During peak hours, a minimum of 55% of all pool time and lane space shall be reserved for community-based programming. Community-based programming must be distributed throughout peak hours, and should be based on community needs assessments, questionnaires, regular feedback provided by program participants, etc.

- Wave shall implement and administer the City of Redmond's fee assistance program for all aquatics programs and services offered at the Redmond Pool. This program shall operate as follows:

- Wave Aquatics shall use Wave's standard fee assistance application which is aligned with the City of Redmond's eligibility criteria, and updated annually based on any City of Redmond changes. Wave Aquatics will submit their draft application form to the City of Redmond annually (no later than Dec. 1) for review and approval to ensure continued alignment with the City's current eligibility requirements.

- Wave Aquatics shall accept and process all fee assistance applications in accordance with policies and processes consistent with the City of Redmond's policies.

- Wave Aquatics shall maintain records of all fee assistance discounts provided, including participant information, discount amounts, and dates of service.

- Wave Aquatics may submit invoices to the City on a schedule of their choosing (monthly or quarterly) detailing fee assistance discounts provided and requesting reimbursement for the total amount. Only discounts actually used by customers towards programming purchases can be requested for reimbursement by Wave.

- Invoices shall include supporting documentation as required by the City.

- The City shall reimburse Wave for verified fee assistance discounts within thirty (30) days of receiving complete invoices and documentation.

D. Obtain all necessary licenses and permits for operation of the Pool;

E. Manage pool advertising and promotions, patron registrations, agreements with various user groups, drop-in use and instruction, and specialty programming provided by outside agencies, such as SCUBA training or Redmond Parks and Recreation, and provide content to the Recreation Supervisor to advertise Wave activities on City communication channels (social media, website, email newsletter, registration software platform, etc.;

F. Wave shall check each physical component of the pool facility routinely in order to ensure that the requirements of WAC 246-260-131 are met. Wave shall, at its sole cost and expense, maintain the water filtration system and maintain and repair the following pool equipment and components: chemical feed systems, diving boards, diving blocks, lane lines, pool deck equipment, starting platforms, timing systems, pool cleaning equipment, safety equipment, and other moveable equipment used for programming and daily operations. Wave shall promptly report all deficiencies or required repairs to the City of Redmond within 48 hours of discovery.

Equipment Responsibility Matrix:

- **Wave Responsibility:** All moveable equipment, pool water treatment systems, chemical equipment, diving equipment, safety equipment, pool accessories, and any equipment installed by Wave during the lease term.
- **City Responsibility:** Structural components including pool shell, permanent plumbing systems beyond pool equipment connections, pool deck structure, building envelope, fire and life safety equipment, electrical, and filtration system repair along with major mechanical systems serving the building.

Wave shall make no changes, improvements, or alterations to pool equipment or facilities without the prior written consent of the City, which consent shall not be unreasonably withheld. Any Wave-

installed equipment shall become the property of the City upon lease termination, unless the City requires removal and restoration to original condition at Wave's expense.

For deficiencies requiring City responsibility repairs, the City shall acknowledge and respond within three business days with an estimated repair timeline.

J. Provide, maintain, and repair pool depth markings and signage specifying user rules and safety information as required by WAC 246-260-131;

K. **Communication Protocol and Organizational Authority:**

Wave shall designate a single Primary Point of Contact (Primary POC) who serves as the official liaison between Wave and the City of Redmond for all matters relating to this Agreement. All official communications, policy interpretations, and contractual matters must be channeled through this designated Primary POC.

- **Primary Point of Contact**: Wave shall identify one individual with full authority to speak on behalf of the organization, make binding commitments, and receive official direction from the City.

- **Secondary Contact**: Wave may designate one backup contact who can act in the Primary POC's absence.

- **Operational Staff Communications**: Day-to-day operational communications (scheduling, routine maintenance, customer service issues) may be handled by on-site staff, but any requests that could impact contract terms, policies, or require City resources must be escalated to the Primary POC

The City reserves the right to:

- Respond only to communications from designated Wave representatives for all non-operational matters
- Request written confirmation from the Primary POC for any verbal requests or commitments made by other Wave personnel

L. Prepare and implement an emergency response plan as required by WAC 246-260-131. A copy of the emergency response plan shall be provided to the City;

M. Provide all uniforms, office equipment, office systems, and office supplies necessary for Wave to operate the Pool as required by this Agreement;

N. Provide ordinary, routine maintenance for the pool facility including but not limited to;

cleaning restrooms, offices, public spaces, electrical rooms, and equipment rooms, and performing minor maintenance and repairs;

O. Provide the necessary supplies for pool operations including but not limited to; pool chemicals.

P. Keep inventory and ensure adequate supply of common consumable supplies including but not limited to, paper towels, restroom supplies, and janitorial cleaning products. Consumable supplies of this nature shall be furnished by the City and orders shall be placed through the central warehouse. Wave will coordinate pickup of orders from the warehouse during normal business hours. The City will not provide delivery of consumable supplies to the Pool.

The City will schedule daily janitorial services, 5 days per week, to be completed by an outside contractor. Wave shall pay approximately $1,699.59 per month for the first year of the operational agreement and CPI (Consumer Price Index) will be reflected annually thereafter. This amount will be paid monthly by Wave via an invoice furnished by the City each month (if Wave decides to use City janitorial services).

Wave at its discretion, can alternatively choose to arrange and schedule daily janitorial services at least five (5) days per week. Wave must work with the City of Redmond purchasing department and facilities division to ensure the janitorial services meet the standards for third party vendors operating in city-owned facilities including but not limited to:

1.) **Washington State Registration**: All vendors must meet Washington State Department of Labor & Industries (L&I) requirements and must be verifiable through the L&I's "Verify a Contractor" portal.

2.) **L&I Training Completion**: Vendor must complete all applicable Labor & Industries training requirements, including those related to prevailing wage, public works contracting, and worker safety as required by L&I.

3.) **Not Debarred:** Vendor and all subcontractors must not be currently debarred or otherwise ineligible to contract with public agencies in the State of Washington.

4.) City of Redmond Business License: Vendor must possess or obtain a valid City of Redmond business license, in compliance with the Washington Department of Revenue registration process.

5.) Certificate of Insurance: Vendor must provide a current Certificate of Insurance meeting the City of Redmond's insurance requirements. The certificate must name the City of Redmond as an *Additional Insured* and must conform to the minimum coverage limits and policy standards.

6.) Prevailing Wage Compliance: Vendor must pay all laborers, workers, and mechanics not less than the applicable prevailing wage rates as determined by the Washington State

Department of Labor & Industries. The applicable rates can be found at: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/.

7.) Wage Documentation: Vendor must file a *Statement of Intent to Pay Prevailing Wages* and an *Affidavit of Wages Paid* with the Washington State Department of Labor & Industries for themselves and each subcontractor, as required under state law. Copies must be submitted to the City upon request.

If Wave elects to provide its own janitorial services, Wave will not be charged the monthly janitorial fee. Wave must provide thirty (30) days written notice to the City before transitioning to its own janitorial services to stop the monthly fee payments.

Wave may request to resume city-provided janitorial services by providing thirty (30) days written notice. Upon resumption, the monthly janitorial fee will be reinstated and invoiced monthly for payment by Wave.

If Wave provided janitorial services fail to maintain adequate cleanliness, resulting in damage, excessive complaints, or safety issues, the City will take the following progressive actions:

1.) Issue a written notice via email detailing the issues. Wave agrees to provide specific corrective actions within 48 hours.

2.) Conduct an on-site meeting between the Wave Executive Director (or designee) and the City Facilities team to discuss issues in person and develop actions items to immediately address any concerns.

3.) If the issue(s) continue, the City will hire an outside contractor to address unresolved issues and bill Wave for these services. Wave shall be liable for all costs and liabilities incurred by the City for remedial services and shall remit payment within thirty (30) days of receiving an invoice from the City.

Q. Provide and display copies of SDS forms for all chemicals on the premises as required by law. SDS forms for products provided by the City are available upon request to the central warehouse;

R. Provide compliance with state law and City policies prohibiting use of tobacco or tobacco products/use of any alcohol or drugs or other controlled substances on the premises;

S. Provide appropriate personal protective equipment (PPE) for all pool employees for the nature of work assigned, and training on the use of PPE;

T. **Customer Service and Employee Training:**

Customer Service Standards: The City of Redmond has published comprehensive Customer Service Standards as part of its own policies, establishing a framework for excellence in public service delivery. Wave, as the contracted pool operator, shall adopt, implement, and maintain these same high standards throughout all Redmond pool facility operations, ensuring consistency with the City's commitment to creating people first environments where all customers are respected, welcomed, and connected to resources.

Training and Development Requirements:

- Customer service training is provided to customer service staff, with initial orientation completed within 30 days of initial hire.
  - The City of Redmond will provide annual training to Wave personnel twice yearly to ensure consistent implementation of the Customer Service Standards and alignment with the City's service delivery expectations.
- Staff are knowledgeable about pool operations, safety protocols, and directing customers to appropriate resources for specific needs
- Staff are proactive in seeking opportunities to assist all pool users and visitors
- Customers are greeted upon entry into the facility
- Staff utilize positive language, facial expressions, and body language with all customers.
- Customer inquiries are acknowledged and addressed within two business days
  - When more time is required for adequate response, staff acknowledge receipt and advise customers of resolution timeframe
- Provide supervisor training for all pool supervisors and head guards, and training of all employees on harassment and sexual harassment annually.

Wave shall provide trained lifeguards and other appropriate trained personnel to provide monitoring of the pool facilities and to perform other tasks required by this Agreement and WAC 246-260-131, and ensure that all such persons have been subjected to appropriate background checks for persons with access to children and vulnerable adults and possess any required certifications. Wave shall identify and meet minimum staffing requirements at all times during operational hours and have qualified supervisory staff are present during all operational hours.

U. Wave agrees to comply with:

1. Provide prompt and timely payment of all applicable taxes and remittance of all employee related withholdings, including but not limited to all personnel, employment, and sales taxes;

2. Maintain pool water quality standards pursuant to WAC 246-260-111, including arranging and paying for water quality sampling, laboratory analysis, and field testing of pool water as prescribed by WAC 246- 260-111 Copies of the results of such sampling and testing shall be provided to the City;

3. Comply with all monitoring, reporting, and recordkeeping requirements of under WAC 246-260-121.

V. Establish and implement standard operating procedures and develop and maintain a written operation manual as required by WAC 246-260-131. A copy of the procedures and written operations manual shall be provided to the City on an annual basis.

2. Pool Revenues.

A. The positive net income from pool operations shall be split equally between the parties as follows: by mutual consent of the parties, Wave shall pay the City 50% of the positive net income for each fiscal year, which runs September 1 – August 31, by the 1st of October of the same year, unless another arrangement is agreed to, in writing, by the parties.

B. In the event that a City-led construction or improvement project to the Pool or surrounding environs extends the planned timeline or scope, resulting in Wave's inability to operate the Pool in a normal manner as per Section 8A, then upon written mutual agreement by both parties, Wave may apply all or a portion of the net losses from one fiscal year towards the net income of the subsequent fiscal year, in an effort to recapture unexpected lost income. In no event shall the offset of net losses from a prior year exceed 50% of the total amount owed, consistent with Section 2.A, the amount owed to the City by Wave in a subsequent, positive net income year. Should Wave experience net losses two or more years in a row, Wave may only carry forward the most recent year's net losses towards the net income of the subsequent fiscal year. Wave may request to carry forward net losses for any year within the contract term, for as many times as is necessary, except for the final year of the contract. At the end of the initial 5-year term, should the City and Wave execute the optional 5-year extension, the final year of the contract shall be considered the final year of the extension, unless sooner extended or terminated. Inflation and interest shall not be factored into the calculation of any offset. A request by Wave to apply net losses from a prior fiscal year towards the net income of the subsequent fiscal year must be made to the City by the 1st of February of the subsequent year, unless another arrangement is agreed to by the parties. Further, a request must be accompanied by Wave's income and expense statements and any other support documentation the City may require. Nothing in this Section shall relieve Wave of its obligations under Section 1.P, whereby Wave's annual payments shall continue to be added to the City's annual revenue owed by Wave for any year with positive net income. Nothing in this Section shall be construed to provide tax relief to Wave, for the purposes of Internal Revenue Service reporting.

3. Capital Improvements and Major Repairs. Except as provided in this section 3, the City shall be responsible for all capital improvements and major repairs to the Pool, including but not limited to, improvements and repairs to the building shell (building structure, exterior walls, doors, locks, and roof), pool drains, electrical system, plumbing system, pool liner, and HVAC system. Wave shall be responsible for repairs necessitated by the negligent acts, errors, or omissions of Wave in operating the Pool. Wave shall not make any alterations, additions, renovations, or capital improvements or major repairs to the Pool, or seek funding to make such capital improvements or major repairs to the Pool without the City's express written consent. Nothing in this Agreement obligates the City to make any capital improvement or major repair to the Pool which the City determines, in its sole discretion, is not financially prudent for the City. The City's responsibility to make capital

improvements and repairs under this Section is expressly subject to the City's right to terminate this Agreement as set forth in Section 12 below.

The City agrees to consult with Wave before making any final decision on whether to make any capital improvement or repair, but the City has the sole discretion as to whether to make such an improvement or repair. A good faith effort will be made to make repairs with a minimum disruption to the program schedule. Any improvements or repairs proposed to be made or constructed by Wave, and the funding proposed for such improvements or repairs, are subject to the City's review and approval. Wave shall provide the City with an estimated cost and verification of the actual cost to complete any agreed upon improvements.

All improvements made and trade fixtures installed by Wave shall become the property of the City at the expiration or termination of this Operating Agreement without further compensation to Wave.

4. Utilities. Wave shall be responsible for paying the monthly charges for water, sewer, storm water, electricity, and natural gas provided to the Pool facility. Wave will also be responsible for paying the monthly charges for telephone, internet, and cable television service, if any.

5. Reporting. Wave shall provide the following reports about the Redmond Pool to the City:

A. Wave shall immediately report all accidents, illnesses, and incidents at the Redmond Pool to the City, requiring emergency response, and shall provide the City with copies of all reports related to accident, illness, or incident as defined in WAC 246-260-110 and as required by WAC 246-260-121 as the reporting party and Wave shall comply with reporting requirements of illness and injury required by WAC 246-260-121.

B. Wave as the reporting party, shall immediately report any violation noted by the Department of Health to the City and shall provide the City with copies of any report or notice generated by the Department of Health and any response or report of corrective action generated by Wave.

C. Wave shall provide mutually agreed upon monthly reports to the City regarding usage, maintenance, and operation of the Pool. These reports shall be submitted in a mutually agreed upon format no later than the 15th day of each month following the reporting period. The City and Wave shall collaborate to establish standardized reporting templates and procedures within sixty (60) days of the operational agreement's effective date. Reports should include but not be limited to:

1.) Program Allocation Analysis

- Total Operating Hours:
    - Total hours the pool was open and operational during the month
- Pool Time Allocation:
    - Number of hours dedicated to each program category:
        1. Shallow End Lap Swim
        2. Deep End Lap Swim
        3. Deep Water Aerobics
        4. Shallow Water Aerobics
        5. Wave Swim Team
        6. Lake Washington Masters
        7. Family Swim
        8. Wave Rentals
        9. Swim Lessons (with breakdown by lesson type and skill level)
        10. Hours allocated to city programming
        11. Other programming (any additional programs not listed above)

- Utilization Metrics:
    - Percentage of total available pool hours used by each program category
    - Actual attendance numbers versus capacity for each program
    - Identification of peak hours

- Peak Hours Reporting:
    - Total Peak Hours available during reporting month
    - Total Peak Hours allocated to community based programming
    - Total hours allocated for city based programming
    - Percentage of Peak Hours dedicated to community based programming (must meet minimum 55% requirement)

2.) Revenue Analysis – Quarterly Reporting
- Total gross revenue generated during the reporting period
- Revenue breakdown by program category

3.) Residency Demographics
- Total number of individual registrations for each program category, separated by resident/non-resident status.

D. Wave shall maintain a logbook to record daily operational issues, including, but not limited to, customer complaints, staff concerns, actions/decisions, incidents, lifeguard assists, and shall make this log available to the City upon request.

E. Wave shall immediately report to the City any and all complaints made against Redmond Pool employees, including but not limited to, harassment, sexual harassment, and sex offenses, regardless of whether the complaint is made by a patron, staff, volunteer, contractor, or any other party.

F. Wave shall be required to document all complaints against Wave Pool employees,

and immediately report those complaints to the City.

6. Inspections. The City shall have the right to enter the Pool at any time in order to inspect the facility and to ensure the safety and health of customers and Wave employees, and that all provisions of this Agreement and all state, federal and local building, fire, and pool operation regulations are being complied with.

7. Records-Audits. Each party shall have the right, at any time during regular business hours, to review the books and records maintained by the other party with respect to pool operations, maintenance, revenues, and expenditures, including but not limited to, programming materials, maintenance logs, safety and accident reports, Department of Health reports, income and expense statements, inspection reports, and registration information and reports, in order to audit the same and determine compliance with this Agreement

8. Pool Closures.

A. The parties acknowledge that the Pool may have to be closed temporarily from time to time or for an extended time frame during the term of this Agreement in order to perform required maintenance or to make necessary repairs or improvements. If either party determines that closure is necessary for such purpose, the parties shall meet and confer regarding the need for such closure and the duration thereof. The final decision on any such closure shall rest with the City. Wave shall not be entitled to any compensation from the City for lost revenues as the result of a closure for required maintenance or repairs. However, all closures that impact revenue will be reflected in the "profit share" that is owed by Wave to the City at the end of each fiscal year.

B. In the event that the Department of Health orders the Pool closed because of any non-compliance by Wave with Department of Health requirements, or in the event that the Pool must otherwise be closed because of the failure of Wave to comply with any other term or condition of this Agreement, Wave shall be liable for all closure-related expenses, including but not limited to, any actual expenses incurred by the City in physically closing the Pool and any program or contract refunds. Wave shall not be held accountable for a Department of Health closure that is the result of the City not performing the necessary maintenance and repairs.

9. Indemnity.

A. Wave shall release, protect, save harmless, indemnify, and defend, at its own expense, the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments or awards of damages of any kind (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts, errors, or omissions of Wave, its officers, employees, contractors, subcontractors, agents, and volunteers in performing this Agreement.

B. No liability shall be attached to either party by reason of entering into this Agreement except as expressly provided herein.

C. It is further specifically and expressly understood that Wave's indemnification provided herein constitutes such party's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purpose and solely to the extent required to provide the indemnification required in this Section.

D. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance. Throughout the term of this Agreement, Wave shall maintain a combination of commercial general liability, automobile insurance, and excess coverage of not less than $5 million ($5,000,000) per occurrence. A minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate specifically covering claims arising from actual or alleged sexual abuse, molestation, or harassment by Wave's employees, volunteers, or agents is required. Wave shall maintain workers' compensation insurance in amounts sufficient pursuant to the laws of the State of Washington. The City, its officers, elected officials, agents, volunteers, and employees shall be named as a Primary Noncontributory additional insured on all such policies, except for workers's compensation coverage. Wave shall provide certificates of insurance and an endorsement copy of such insurance concurrent with the execution of this Agreement. All insurance policies shall contain a clause or endorsement providing that they may not be terminated or materially amended during the term of this Agreement, except after thirty (30) days prior written notice to the City.

11. Duration. This Agreement and the obligations of the parties under it shall become effective on January 1, 2026 and shall be in effect for 5 years, expiring at the close of business for the Pool on December 31, 2030. The City of Redmond will initiate discussions with Wave Aquatics during the fourth quarter of 2029 regarding the future management of the Redmond Pool beyond the expiration of this Agreement. Such discussions will include the City's preliminary determination of whether to proceed with a competitive Request for Proposals process, negotiate a contract extension with Wave Aquatics, or pursue other alternatives for pool management. The City reserves the right to make the final determination regarding the process for selecting future pool management services in its sole discretion

12. Termination. This Agreement may be terminated as follows:

A. By mutual agreement of the parties;

B. By either party without cause upon the giving of thirty (30) days' written notice to the other party. All terms of the Agreement remain in effect until the stated termination date. Final cost settlement shall be made thirty (30) days after termination of this Agreement.

C. By either party for material breach of this Agreement's terms by the other party, provided, that no such termination shall become effective unless the non-breaching party provides at least thirty (30) days' written notice to the other party and an opportunity to cure the breach within that

thirty (30) day period. If the breach cannot reasonably be cured within thirty (30) days, this Agreement shall not terminate if the breaching party has commenced cure within thirty (30) days and diligently pursues the same to conclusion.

13. Dispute Resolution. The parties mutually agree to use a formal dispute resolution process, such as mediation, through an agreed upon mediator, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services will be divided equally among the parties to the dispute. Each party will be responsible for their own legal representation, provided, that nothing in this Section 13 shall be construed to limit or negate the parties' ability to indemnify and defend as set forth in Section 9 above. In the event that agreement cannot be reached through the formal dispute resolution process contemplated by this Section, the parties reserve the right to seek any available legal or equitable remedy, including litigation, to resolve the dispute.

14. Notices. Notices required by this Agreement shall be given to the parties at the following addresses:

To the City:
Loreen Hamilton
Parks Director
City of Redmond
15670 N.E. 85th Street
P.O. Box 97010
Redmond, WA 98073-9710

To WAVE:
Christopher Geitz
Board President
Wave Aquatics
P.O. Box 2953
Kirkland, WA 98083-2953

Notices shall be deemed given upon either personal delivery or e-mail to the individuals named above mailed, three days after the written notice is placed in the United States Mail, postage prepaid, addressed to the individuals named above.

15. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall

give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72 hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Wave shall have no recourse against the City.

16. Miscellaneous Provisions.

A. **Assignment and Subcontract**. Wave shall not assign or subcontract its rights or obligations under this Agreement without the express written consent of the City.

B**. No Waiver**. Waiver by any party of any breach of this Agreement shall not constitute a waiver of any subsequent breach or of a breach of any other provision.

C. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

D. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Washington. Subject to the dispute resolution provisions of Section 13, venue for any action brought to enforce any provision of this Agreement or to seek redress for any breach thereof shall be in the superior court of King County, Washington.

E. **Attorney's Fees**. In the event that either party commences litigation against the other party to enforce any provision of this Agreement or to seek redress for any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees incurred in the litigation from the other party.

F. **Construction**. Both parties participated equally in the drafting of this Agreement and this Agreement shall not be construed against either party as drafter.

G. **Amendment**. This Agreement may be amended only by a written instrument signed by both parties.

H. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning its subject matter and supersedes all prior understandings and agreements.

EXECUTED by the parties on the dates hereinafter written.

Wave Aquatics:

_____

Christopher Geitz, Board President

Date: _____

CITY OF REDMOND:

_____

Angela Birney, Mayor

Date: _____

ATTEST/AUTHENTICATED:

_____

City Clerk, City of Redmond

APPROVED AS TO FORM:

_____

Office of the City Attorney

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

City Contract Routing Form

City Contract #: 9493
(To be assigned by the City Clerk's Office)

Section 1 – Attach Contract Documents

(multiple files can be uploaded)

Is an insurance certificate attached?

☒ Yes
☐ Not applicable Comments: _____

Section 2 – Fill Out Contract Details

Date: 08/25/2020 Department: Parks and Recreationq Division: Recreation Mail Stop: 4NPK
Project Administrator Name: Katie Fraser Extension: 2350
Project Manager Name (if different than above): _____ Extension: _____
Contract Type: General/Operating Services If other, please indicate: _____
Contract Title: Redmond Pool Operations Agreement
Contractor/Consultant Name: Kfir Ami-ad
Contract Description: WAVE Aquatics

Project ID #: N/A Budget/Account #: 110.59000.34761
Council Approval Date: N/A Council Agenda Memo #: N/A RFP/IFB/RFQ #: Sole Source NIGP #: 96100

☒ New Contract
Total Amount: 50% of the positive net income per yr. Annual Amount, if known (if contract is multi-year): N/A
Start Date: 09/01/2020 End Date: 12/31/2025
Renewal Option (Y/N): Y If yes, how many? 5 Years

☐ 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: DocuSigned by: Carrie Hite 168C48B12F7E41D... Date: 8/25/2020 Comments: _____

☐ TIS Director: _____ Date: _____ Comments: _____

☒ City Attorney: DocuSigned by: Jim Haney 85394CE968994B5... Date: 8/31/2020 Comments: _____

☒ Risk Manager: DocuSigned by: Malisa Files 581CDD1AF985491... Date: 9/1/2020 Comments: _____

☒ Mayor or Designee: DocuSigned by: Malisa Files (Mayor Designee) 5D9FC672714C4E4... Date: 9/1/2020 Comments: _____

☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos E725E589816E4E1... Date: 9/2/2020 Comments: Electronic Original - in Hummingbird

☐ Purchasing: *no signature required – for copy only* (For Purchasing Use Only) PO/PA #: _____

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

Operational Services Agreement
[Non-Public Work]

PROJECT TITLE Redmond Pool Operations Agreement between WAVE Aquatics and City of Redmond	***EXHIBITS*** ***(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)***
CONTRACTOR WAVE Aquatics	***CITY OF REDMOND PROJECT ADMINISTRATOR*** ***(Name, address, phone #)*** City of Redmond Katie Fraser 6505 176th Ave NE Redmond, WA 98052 kfraser@redmond.gov
CONTRACTOR'S CONTACT INFORMATION ***(Name, address, phone #)*** Kfir-Ami-ad, Board President PO Box 2953 Kirkland, WA 98083 Kfir.ami-ad@waveaquaticsboard.org	***BUDGET OR FUNDING SOURCE***
CONTRACT COMPLETION DATE December 31, 2025	***MAXIMUM AMOUNT PAYABLE*** WAVE shall pay the City 50% of the positive net income for each operational calendar year, which runs January 1 – December 31,

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

AGREEMENT BETWEEN THE CITY OF REDMOND AND WAVE AQUATICS FOR THE OPERATION OF THE REDMOND POOL

THIS OPERATING AGREEMENT ("the Operating Agreement") is entered by and between the City of Redmond, a Washington municipal corporation ("the City"), and WAVE Aquatics, a 50l(c)(3) private non-profit corporation ("WAVE").

RECITALS

A. The Redmond Pool ("the Pool"), located at 17535 NE 104th Street, Redmond, Washington, was built as part of the Forward Thrust Initiative in approximately 1974.

B. From the date of its construction until April 1, 2003, the Pool was owned and operated by King County on land owned by the City, pursuant to a forty (40) year ground lease dated May 28, 1970.

C. The ground lease expired on May 28, 2010 and the City took ownership of the Pool from King County. The City originally entered into an operating agreement for the Pool with Northwest Center, but that operating agreement was terminated in 2010 by mutual agreement.

D. In October 2010, the City and WAVE entered into an Operating Agreement under which WAVE has operated the Pool. The initial October 2010 Operating Agreement expired on December 31, 2012, and was subsequently renewed to December 31, 2014 (first renewal, City Contract #7011), and was subsequently renewed again to December 31, 2016 (second renewal, City Contract #6351-3). In 2017, an amendment was executed to extend the agreement for a term of three (3) additional months, which expired March 31, 2017 (City Contract #6351-4); this amendment contained a renewal provision for up to six (6) three-month periods, which was acknowledged and affirmed by WAVE and the City, by both parties having acted and performed upon the renewal provision, which expired September 30, 2018. A subsequent amendment was executed to extend the agreement to December 31, 2019 (City Contract #6351-5).

E. WAVE and the City acknowledge that the City made capital improvements to the Pool in 2010 and made essential improvements in 2019 - 2020. Repairs and improvements occurred in two phases over two years, resulting in better air and water quality, energy efficiencies, and operational savings that will help preserve the Pool for an estimated 25 to 30 years more.

F. WAVE and the City have agreed to enter into a new Operating Agreement for the Pool and have agreed to set forth the terms and conditions of their agreement in writing. This Agreement shall run from September 1, 2020, or when construction is at substantial completion, thru December 31, 2025 for an initial term of 5 years, with one 5-year extension.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

1. WAVE to Operate Pool. WAVE shall operate the Pool during the term of this Agreement. Operation includes providing the following at WAVE's expense, in addition to any other duties prescribed in this Agreement:

A. Provide for the day-to-day operation, maintenance, and repair of the Pool in compliance with all federal, state, and local laws and regulations and in a clean, safe, and professional manner;

B. Provide programs and hours of operation that are reasonably similar to those programs and hours of operation provided under the October 2018 Operating Agreement; and working with the City of Redmond Parks and Recreation Department to assess program and event needs, and to address accommodation for persons with disabilities and other special needs; and providing timely information for City promotions and website. WAVE will increase community access to the Redmond pool by providing up to 96 hours of guarded pool time for City programs per operational calendar year, which runs January 1 – December 31. Community access will include providing space for up to 40 City registered participants during regular pool hours or providing additional guarded hours for City programs that are mutually agreed upon by both parties.

C. Provide fee assistance program consistent with City guidelines; apply up to 1% of gross revenue from Redmond Pool programs and activities toward fee assistance to Redmond residents participating in non-competitive swim activities, excluding rentals and competitive swim activities.

D. Obtain all necessary licenses and permits for operation of the Pool;

E. Manage pool advertising and promotions, patron registrations, agreements with various user groups, drop-in use and instruction, and specialty programming provided by outside agencies, such as SCUBA training or Redmond Parks and Recreation, and provide content to the Program Administrator to advertise WAVE activities on the City social media site, website, activity guide, and ActiveNet registration platform;

F. Maintain pool water quality standards and arranging and paying for water quality sampling, laboratory analysis, and field testing of pool water as prescribed by WAC 246- 260-1 11. Copies of the results of such sampling and testing shall be provided to the City;

G. Comply with all monitoring, reporting, and recordkeeping requirements of a pool owner under WAC 246-260-121;

H. Establish and implement standard operating procedures and develop and maintain a written operation manual as required by WAC 246-260-131. A copy of the procedures and written operations manual shall be provided to the City;

I. Check each physical component of the pool facility routinely in order to ensure that the requirements of WAC 246-260-131 are met, and maintain and repair pool equipment, such as diving boards, diving blocks, and other equipment used for programming. Report any and all deficiencies or required repairs to City of Redmond;

J. Provide, maintain, and repair pool depth markings and signage specifying user rules and safety information as required by WAC 246-260-131;

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

K. Provide trained lifeguards and other appropriate trained personnel to provide monitoring of the pool facilities and to perform other tasks required by this Agreement and WAC 246-260-131, and ensure that all such persons have been subjected to appropriate background checks for persons with access to children and vulnerable adults and possess any required certifications, and schedule Redmond Pool WAVE employees to complete the City Customer Service training annually;

L. Provide prompt and timely payment of all applicable taxes and remittance of all employee-related withholdings, including but not limited to all personnel, employment, and sales taxes;

M. Prepare and implement an emergency response plan as required by WAC 246-260-131. A copy of the emergency response plan shall be provided to the City;

N. Provide all uniforms, office equipment, office systems, and office supplies necessary for WAVE to operate the Pool as required by this Agreement;

O. Provide ordinary, routine maintenance for the pool facility including but not limited to; cleaning restrooms, offices, public spaces, electrical rooms, and equipment rooms, and performing minor maintenance and repairs;

P. Provide the necessary supplies for pool operations including but not limited to; pool chemicals.

Q. Keep inventory and ensure adequate supply of common consumable supplies including but not limited to, paper towels, restroom supplies, and janitorial cleaning products. Consumable supplies of this nature shall be furnished by the City and orders shall be placed through the central warehouse. Wave will coordinate pickup of orders from the warehouse during normal business hours. The City will not provide delivery of consumable supplies to the Pool. The City will schedule daily janitorial services, 5 days per week, to be completed by an outside contractor. WAVE shall pay approximately $1,500 per month for the first year of the operational agreement and CPI (Consumer Price Index) will be reflected annually thereafter. This amount will be taken out of the annual revenue owed by WAVE.

R. Provide and display copies of SDS forms for all chemicals on the premises as required by law. SDS forms for products provided by the City are available upon request to the central warehouse;

S. Provide compliance with state law and City policies prohibiting use of tobacco or tobacco products/use of any alcohol or drugs or other controlled substances on the premises;

T. Provide supervisor training for all pool supervisors and head guards, and training of all employees on harassment and sexual harassment annually:

U. Provide appropriate personal protective equipment (PPE) for all pool employees for the nature of work assigned, and training on the use of PPE;

2. Pool Revenues

A. The positive net income from pool operations shall be split equally between the parties as follows: as provided in the October 2010 Operating Agreement and subsequent amendments, by mutual consent of the parties, WAVE shall pay the City 50% of the positive net income for each operational calendar year, which runs January 1 – December 31, by the 1st of February of the subsequent year, unless another arrangement is agreed to by the parties.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

B. In the event that a City-led construction or improvement project to the Pool or surrounding environs extends the planned timeline or scope, resulting in WAVE's inability to operate the Pool in a normal manner as per Section 8A, then upon written mutual agreement by both parties, WAVE may apply all or a portion of the net losses from one fiscal year towards the net income of the subsequent fiscal year, in an effort to recapture unexpected lost income. In no event shall the offset of net losses from a prior year exceed 50% of the total amount owed, consistent with Section 2A, the amount owed to the City by WAVE in a subsequent, positive net income year. Should WAVE experience net losses two or more years in a row, WAVE may only carry forward the most recent year's net losses towards the net income of the subsequent fiscal year. WAVE may request to carry forward net losses for any year within the contract term, for as many times as is necessary, except for the final year of the contract. At the end of the initial 5-year term, should the City and WAVE execute the optional 5-year extension, the final year of the contract shall be considered the final year of the extension, unless sooner extended or terminated. Inflation and interest shall not be factored into the calculation of any offset. A request by WAVE to apply net losses from a prior fiscal year towards the net income of the subsequent fiscal year must be made to the City by the 1st of February of the subsequent year, unless another arrangement is agreed to by the parties. Further, a request must be accompanied by WAVE's income and expense statements and any other support documentation the City may require. Nothing in this Section shall relieve WAVE of its obligations under Section 1Q, whereby WAVE's annual payments shall continue to be added to the City's annual revenue owed by WAVE for any year with positive net income. Nothing in this Section shall be construed to provide tax relief to WAVE, for the purposes of Internal Revenue Service reporting.

3. Capital Improvements and Major Repairs. Except as provided in this section 3, the City shall be responsible for all capital improvements and major repairs to the Pool, including but not limited to, improvements and repairs to the building shell (building structure, exterior walls, doors, locks, and roof), pool drains, electrical system, plumbing system, pool liner, and HVAC system. WAVE shall be responsible for repairs necessitated by the negligent acts, errors, or omissions of WAVE in operating the Pool. WAVE shall not make any alterations, additions, renovations, or capital improvements or major repairs to the Pool, or seek funding to make such capital improvements or major repairs to the Pool without the City's express written consent. Nothing in this Agreement obligates the City to make any capital improvement or major repair to the Pool which the City determines, in its sole discretion, is not financially prudent for the City. The City's responsibility to make capital improvements and repairs under this Section is expressly subject to the City's right to terminate this Agreement as set forth in Section 12 below.

The City agrees to consult with WAVE before making any final decision on whether to make any capital improvement or repair, but the City has the sole discretion as to whether to make such an improvement or repair. A good faith effort will be made to make repairs with a minimum disruption to the program schedule. Any improvements or repairs proposed to be made or constructed by WAVE, and the funding proposed for such improvements or repairs, are subject to the City's review and approval. WAVE shall provide the City with an estimated cost and verification of the actual cost to complete any agreed upon improvements.

All improvements made and trade fixtures installed by WAVE shall become the property of the City at the expiration or termination of this Operating Agreement without further compensation to WAVE.

4. Utilities. WAVE shall be responsible for paying the monthly charges for water, sewer, storm water, electricity, and natural gas provided to the Pool facility. WAVE will also be responsible for paying the monthly charges for telephone, internet, and cable television service, if any.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

5. Reports. WAVE shall provide the following reports about the Redmond Pool to the City:

A. WAVE shall immediately report any and all accidents and incidents at the Redmond Pool to the City, including those requiring 911 response, and shall provide the City with copies of all accident reports required by WAC 246-260-121: An incident is a pool-related event in which injury or ill-health occurred or could have occurred, either an accident or a near miss (meaning that no-injury or illness occurred).

B. WAVE shall immediately report any violation noted by the Department of Health to the City and shall provide the City with copies of any report or notice generated by the Department of Health and any response or report of corrective action generated by WAVE.

C. WAVE shall immediately report any maintenance, repair, or other emergency building response that will require the City to allocate staff or resources to resolve.

D. WAVE shall provide mutually agreed upon monthly reports to the City regarding usage, maintenance, and operation of the Pool, including but not limited to, usage and revenue there from, pool users, including location of residency, where available, repairs and improvements, fee schedules, utility costs, staffing costs, hours of operation, staff in-service training agendas and attendance logs, pool schedule and programs, and maintenance costs.

E. WAVE shall maintain a logbook to record daily operational issues, including, but not limited to, customer complaints, staff concerns, actions/decisions, incidents, lifeguard assists, and shall make this log available to the City upon request.

F. WAVE shall immediately report to the City any and all complaints made against Redmond Pool employees, including but not limited to, harassment, sexual harassment, and sex offenses.

G. WAVE shall immediately report to the City all WAVE Pool employee discipline, including written, suspension, or termination.

H. WAVE shall immediately report to the City the arrest of any WAVE Pool employee.

I. WAVE shall be required to document all complaints against WAVE Pool employees, and immediately report those complaints to the City.

6. Inspections. The City shall have the right to enter the Pool at any time in order to inspect the facility and to ensure the safety and health of customers and WAVE employees, and that all provisions of this Agreement and all state, federal and local building, fire, and pool operation regulations are being complied with.

7. Records-Audits. Each party shall have the right, at any time during regular business hours, to review the books and records maintained by the other party with respect to pool operations, maintenance, revenues, and expenditures, including but not limited to, programming materials, maintenance logs, safety and accident reports, Department of Health reports, income and expense statements, inspection reports, and registration information and reports, in order to audit the same and determine compliance with this Agreement.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

8. Pool Closures.

A. The parties acknowledge that the Pool may have to be closed temporarily from time to time or for an extended time frame during the term of this Agreement in order to perform required maintenance or to make necessary repairs or improvements. If either party determines that closure is necessary for such purpose, the parties shall meet and confer regarding the need for such closure and the duration thereof. The final decision on any such closure shall rest with the City. WAVE shall not be entitled to any compensation from the City for lost revenues as the result of a closure for required maintenance or repairs.

B. In the event that the Department of Health orders the Pool closed because of any non-compliance by WAVE with Department of Health requirements, or in the event that the Pool must otherwise be closed because of the failure of WAVE to comply with any other term or condition of this Agreement, WAVE shall be liable for all closure-related expenses, including but not limited to, any actual expenses incurred by the City in physically closing the Pool and any program or contract refunds. WAVE shall not be held accountable for a Department of Health closure that is the result of the City not performing the necessary maintenance and repairs.

9. Indemnity.

A. WAVE shall release, protect, save harmless, indemnify, and defend, at its own expense, the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments or awards of damages of any kind (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts, errors, or omissions of WAVE, its officers, employees, contractors, subcontractors, agents, and volunteers in performing this Agreement.

B. No liability shall be attached to either party by reason of entering into this Agreement except as expressly provided herein.

C. It is further specifically and expressly understood that WAVE's indemnification provided herein constitutes such party's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purpose and solely to the extent required to provide the indemnification required in this Section.

D. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance. Throughout the term of this Agreement, WAVE shall maintain a combination of commercial general liability, automobile insurance, and excess coverage of not less than $5 million ($5,000,000) per occurrence. WAVE shall maintain workers' compensation insurance in amounts sufficient pursuant to the laws of the State of Washington. The City, its officers, elected officials, agents, volunteers, and employees shall be named as a Primary Noncontributory additional insured on all such policies, except for workers' compensation coverage. WAVE shall provide certificates of insurance and an endorsement copy of such insurance concurrent with the execution of this Agreement. All insurance policies shall contain a clause or endorsement providing that they may not be terminated or materially amended during the term of this Agreement, except after thirty (30) days prior written notice to the City.

11. Duration. This Agreement and the obligations of the parties under it shall become effective on September 1, 2020, or when construction is at substantial completion, and shall be in effect for 5 years,

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

expiring at the close of business for the Pool on December 31, 2025, unless sooner extended or terminated. The City reserves the right to extend the term of this Agreement for one (1) additional five-year period as necessary if mutually agreed by both parties, unless sooner extended or terminated, provided that 1) WAVE Aquatics is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the City and, 3) that sufficient funds have been appropriated by the City. Additional factors that will determine the 5-year term extension include the following for WAVE Aquatics; they are in good financial standing, they have upheld safety standards outlined in this agreement, and they have provided service in alignment with those of the City.

12. Termination. This Agreement may be terminated as follows:

A. By mutual agreement of the parties;

B. By either party without cause upon the giving of thirty (30) days' written notice to the other party. All terms of the Agreement remain in effect until the stated termination date. Final cost settlement shall be made thirty (30) days after termination of this Agreement.

C. By either party for material breach of this Agreement's terms by the other party, provided, that no such termination shall become effective unless the non-breaching party provides at least thirty (30) days' written notice to the other party and an opportunity to cure the breach within that thirty (30) day period. If the breach cannot reasonably be cured within thirty (30) days, this Agreement shall not terminate if the breaching party has commenced cure within thirty (30) days and diligently pursues the same to conclusion.

13. Dispute Resolution. The parties mutually agree to use a formal dispute resolution process, such as mediation, through an agreed upon mediator, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services will be divided equally among the parties to the dispute. Each party will be responsible for their own legal representation, provided, that nothing in this Section 13 shall be construed to limit or negate the parties' ability to indemnify and defend as set forth in Section 9 above. In the event that agreement cannot be reached through the formal dispute resolution process contemplated by this Section, the parties reserve the right to seek any available legal or equitable remedy, including litigation, to resolve the dispute.

14. Notices. Notices required by this Agreement shall be given to the parties at the following addresses:

To the City:
Carrie Hite
Parks Director
City of Redmond
15670 N.E. 85th Street
P.O. Box 97010
Redmond, WA 98073-9710

To WAVE:
Kfir Ami-ad
Board President
WAVE Aquatics
P.O. Box 2953
Kirkland, WA 98083-2953

Notices shall be deemed given upon either personal delivery or e-mail to the individuals named above mailed, three days after the written notice is placed in the United States Mail, postage prepaid, addressed to the individuals named above.

15. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72 hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and WAVE shall have no recourse against the City.

16. Miscellaneous Provisions.

A. Assignment and Subcontract. WAVE shall not assign or subcontract its rights or obligations under this Agreement without the express written consent of the City.

B. No Waiver. Waiver by any party of any breach of this Agreement shall not constitute a waiver of any subsequent breach or of a breach of any other provision.

C. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

D. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Subject to the dispute resolution provisions of Section 13, venue for any action brought to enforce any provision of this Agreement or to seek redress for any breach thereof shall be in the superior court of King County, Washington.

E. Attorney's Fees. In the event that either party commences litigation against the other party to enforce any provision of this Agreement or to seek redress for any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees incurred in the litigation from the other party.

F. Construction. Both parties participated equally in the drafting of this Agreement and this Agreement shall not be construed against either party as drafter.

G. Amendment. This Agreement may be amended only by a written instrument signed by both parties.

H. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning its subject matter and supersedes all prior understandings and agreements.

EXECUTED by the parties on the dates hereinafter written.

WAVE AQUATICS:

DocuSigned by:
Kfir Ami-ad
76D1088A079A4CA...

Kfir Ami-ad, Board President

Date: 8/25/2020

CITY OF REDMOND:

DocuSigned by:
Malisa Files (Mayor Designee)
5D9FC672714C4E4...

Angela Birney, Mayor

Date: 9/1/2020

ATTEST/AUTHENTICATED:

DocuSigned by:
Cheryl Xanthos
E725E589816E4E1...

City Clerk, City of Redmond

APPROVED AS TO FORM:

DocuSigned by:
Jim Haney
85394CE968994B5...

Office of the City Attorney

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

Nationwide®

Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

Nationwide®

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

COMMON POLICY DECLARATIONS

CPS3188660
Renewal of Number

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

Policy Number
CPS7118636

ITEM 1. NAMED INSURED AND MAILING ADDRESS

WAVE AQUATICS

17535 NE 104TH ST
REDMOND WA 98052

This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

AGENT NAME AND ADDRESS

BURNS & WILCOX OVERLAND PARK, KS 7500 COLLEGE BLVD STE 1215 OVERLAND PARK KS 66210-4000

Agent No.: 15008 Program No.: IH

ITEM 2. POLICY PERIOD From: 06/13/2020 To: 06/13/2021 Term: 365

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: SWIMMING POOLS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	$ $4,725
Commercial Property Coverage Part	$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	$ NOT COVERED
Commercial Inland Marine Coverage Part	$ NOT COVERED
Commercial Auto Coverage Part	$ NOT COVERED
Professional Liability Coverage Part	$ NOT COVERED
	$
	$
Total Policy Premium	$ 4,725.00
TOTAL TAXES AND FEES	$ 864.98
	$
Policy Total	$ 5,589.98

NO FLAT CANCELLATION ALLOWED

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Samuel Carson

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No. CPS7118636

Effective Date: 06/13/2020
12:01 A.M., Standard Time

Named Insured WAVE AQUATICS

Agent No. 15008

POLICY FEE	750.00
SURPLUS LINES TAX	109.50
STAMP FEE	5.48
TOTAL TAXES, SURCHARGES OR FEES:	864.98

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7118636 Effective Date 06/13/2020
12:01 A.M. Standard Time

Named Insured WAVE AQUATICS Agent No. 15008

COMMON POLICY

NOTX0178CW	03-16	CLAIM REPORTING INFORMATION
UTS-COVPG	06-19	COVER PAGE
OPS-D-1	01-17	COMMON POLICY DECLARATIONS
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-SP-3	08-96	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
UTS-496	06-19	MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g	05-96	SERVICE OF SUIT CLAUSE
NOTX0423CW	02-19	POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

COMMERCIAL LIABILITY

CLS-SD-1L	08-01	COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS
CLS-SP-1L	10-93	COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 12	04-13	ADDITIONAL INSURED-STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS
CG 21 06	05-14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 73	01-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 22 64	04-13	PESTICIDE OR HERBICIDE APPLICATOR-LIMITED POLLUTION COVERAGE
CG 24 26	04-13	AMENDMENT OF INSURED CONTRACT DEFINITION
CG 24 45	01-19	WASHINGTON - LIMITED COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY INVOLVING EFFICIENT PROXIMATE CAUSE (DEFENSE WITHIN LIMITS)

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7118636 Effective Date 06/13/2020

12:01 A.M. Standard Time

Named Insured WAVE AQUATICS Agent No. 15008

COMMERCIAL LIABILITY

CG 40 12	12-19	EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES
GLS-130s	02-15	LIMITED PARTICIPANT COVERAGE-SPORTS
GLS-152s	08-16	AMENDMENT TO OTHER INSURANCE CONDITION
GLS-172s	11-19	ERRORS AND OMISSIONS COVERAGE PART
GLS-289s	11-07	KNOWN INJURY OR DAMAGE EXCLUSION-PERSONAL AND ADVERTISING INJURY
GLS-30s	01-15	CONTRACTORS SPECIAL CONDITIONS
GLS-341s	08-12	HYDRAULIC FRACTURING EXCLUSION
GLS-44s	09-16	SEXUAL AND/OR PHYSICAL ABUSE LIABILITY COVERAGE FORM
GLS-455s	05-19	MARIJUANA/CANNABIS LIABILITY EXCLUSION
GLS-457s	10-14	AIRCRAFT EXCLUSION
GLS-45s	08-04	SEXUAL AND/OR PHYSICAL ABUSE EXCLUSION
GLS-47s	10-07	MINIMUM AND ADVANCE PREMIUM ENDORSEMENT
GLS-68s	03-12	LOST KEY COVERAGE ENDORSEMENT
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
UTS-180g	10-08	COMMUNICABLE DISEASE EXCLUSION
UTS-266g	05-98	ASBESTOS EXCLUSION
UTS-267g	05-98	LEAD CONTAMINATION EXCLUSION
UTS-303g	01-09	FUNGI OR BACTERIA EXCLUSION
UTS-365s	02-09	AMENDMENT OF NONPAYMENT CANCELLATION CONDITION
UTS-428g	11-12	PREMIUM AUDIT
UTS-74g	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOCATIONS

Policy No. CPS7118636 Effective Date 06/13/2020

12:01 A.M. Standard Time

Named Insured WAVE AQUATICS Agent No. 15008

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
1		17535 NE 104TH ST REDMOND WA 98052	See Liability Dec(s)
2		10601 NE 132ND ST KIRKLAND WA 98034	See Liability Dec(s)
3		7616 139TH PL NE REDMOND WA 98052	See Liability Dec(s)

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

 Copyright, Insurance Services Office, Inc., 1998

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 100% of the premium.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCE

P. O. BOX 40257

OLYMPIA, WA 98504-0257

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CPS7118636 Effective Date 06/13/2020
12:01 A.M., Standard Time

Named Insured WAVE AQUATICS Agent No. 15008

Item 1. Limits of Insurance		
Coverage	Limit of Liability	
Aggregate Limits of Liability	$ 2,000,000	Products/Completed Operations Aggregate
	$ 2,000,000	General Aggregate (other than Products/Completed Operations)
Coverage A—Bodily Injury and Property Damage Liability	$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B—Personal and Advertising Injury Liability	$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C—Medical Payments		any one person subject to the Coverage A occurrence and the General Aggregate Limits $ 5,000

Item 2. Description of Business

Form of Business:

☒ Individual ❑ Partnership ❑ Joint Venture ❑ Trust ❑ Limited Liability Company

❑ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
SEE SCHEDULE OF LOCATIONS

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$	$4,725
Other Premium:	$	
Total Premium:	$	$4,725

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS7118636 Effective Date: 06/13/2020
12:01 A.M., Standard Time

Named Insured WAVE AQUATICS Agent No. 15008

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
1	1	48924	1	PER POOL/EACH

Class Description:
SWIMMING POOL MANAGEMENT AND LIFEGUARD SERVICES

Premises/Operations	
Rate	Premium
$1575.00	$1,575
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
2	1	48924	1	PER POOL/EACH

Class Description:
SWIMMING POOL MANAGEMENT AND LIFEGUARD SERVICES

Premises/Operations	
Rate	Premium
$1575.00	$1,575
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
3	1	48924	1	PER POOL/EACH

Class Description:
SWIMMING POOL MANAGEMENT AND LIFEGUARD SERVICES

Premises/Operations	
Rate	Premium
$1575.00	$1,575
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
		44444		

Class Description:
SEXUAL AND/OR PHYSICAL ABUSE SUB-LIMIT PER FORM GLS (HI) 44S

Premises/Operations	
Rate	Premium
Products/Comp Operations	
Rate	Premium

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS7118636 Effective Date: 06/13/2020
12:01 A.M., Standard Time

Named Insured WAVE AQUATICS Agent No. 15008

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
		44444	INCLUDED	INCLUDED

Class Description:
LOST KEY COVERAGE PER FORM GLS (HI) 68S

Premises/Operations	
Rate	Premium
INCLUDED	INCLUDED
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
		73444		

Class Description:
ERRORS & OMISSIONS COVERAGE PART PER FORM GLS (HI) 172S

Premises/Operations	
Rate	Premium
INCLUDED	INCLUDED
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
		44444	INCLUDED	INCLUDED

Class Description:
LIMITED PARTICIPANT COVERAGE PER FORM GLS (HI) 130S

Premises/Operations	
Rate	Premium
INCLUDED	INCLUDED
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
		44444	INCLUDED	INCLUDED

Class Description:
PESTICIDE OR HERBICIDE APPLICATOR COVERAGE PER APPLICABLE FORM

Premises/Operations	
Rate	Premium
INCLUDED	INCLUDED
Products/Comp Operations	
Rate	Premium

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS7118636 Effective Date: 06/13/2020
12:01 A.M., Standard Time

Named Insured WAVE AQUATICS Agent No. 15008

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
		49950	1	INCLUDED

Class Description:
ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS (OCP) PER FORM CG 20 12

Premises/Operations	
Rate	Premium
INCLUDED	INCLUDED
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis

Class Description:

Premises/Operations	
Rate	Premium
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis

Class Description:

Premises/Operations	
Rate	Premium
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis

Class Description:

Premises/Operations	
Rate	Premium
Products/Comp Operations	
Rate	Premium

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A;** and
   b. Medical expenses under Coverage **C**
   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. **Legal Action Against Us**
   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: CITY OF KIRKLAND 123 5TH AVE KIRKLAND WA 98033
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

 © Insurance Services Office, Inc., 2013

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

© ISO Properties, Inc., 2006

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

 © ISO Properties, Inc., 2003

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

 © Insurance Services Office, Inc., 2014

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

POLICY NUMBER: CPS7118636

COMMERCIAL GENERAL LIABILITY
CG 22 64 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATOR – LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the operations shown in the Schedule, Paragraph **(1)(d)** of Exclusion **f.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

© Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

 © Insurance Services Office, Inc., 2012

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON – LIMITED COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY INVOLVING EFFICIENT PROXIMATE CAUSE (DEFENSE WITHIN LIMITS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Efficient Proximate Cause Aggregate Limit:	**$**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

"Defense expense" is payable within, not in addition to, the Efficient Proximate Cause Aggregate Limit shown in the Schedule of this endorsement.

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** and Paragraph **2. Exclusions** of **Section I – Coverage C – Medical Payments:**

1. If an exclusion under the terms of this Policy applies with respect to "bodily injury", "property damage" or "personal and advertising injury"; and

2. The efficient proximate cause, in accordance with the law of the State of Washington, of such "bodily injury", "property damage" or "personal and advertising injury" is not also excluded under the terms of this Policy;

then:

a. The exclusion referenced in Paragraph **A.1.** above does not apply to such "bodily injury", "property damage" or "personal and advertising injury"; and

b. Coverage provided under this Policy for such "bodily injury", "property damage" or "personal and advertising injury" is subject to the Efficient Proximate Cause Aggregate Limit as described in Paragraph **B.** of this endorsement.

B. For purposes of the coverage provided under this endorsement, the following provisions are added to **Section III – Limits Of Insurance:**

1. Subject to Paragraph **2.** or **3.** of Section **III** – Limits Of Insurance, whichever applies, the Efficient Proximate Cause Aggregate Limit shown in the Schedule is the most we will pay for the sum of:

a. Damages under Coverage **A;**

b. Damages under Coverage **B;**

c. Medical expenses under **Coverage C;** and

d. "Defense expense";

because of all "bodily injury", "property damage" and "personal and advertising injury" described in Paragraph **A.** of this endorsement.

2. Paragraph **4.,** the Personal And Advertising Injury Limit, Paragraph **5.,** the Each Occurrence Limit, Paragraph **6.,** the Damage To Premises Rented To You Limit, and Paragraph **7.,** the Medical Expense Limit, of Section **III** – Limits Of Insurance continue to apply to "bodily injury", "property damage" and "personal and advertising injury", as applicable, described in Paragraph **A.** of this endorsement but only if, and to the extent that, a limit of insurance is available under the Efficient Proximate Cause Aggregate Limit.

 © Insurance Services Office, Inc., 2018

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

C. For purposes of the coverage provided under this endorsement, Paragraphs **1.a., 1.d.** and **1.e.** under **Supplementary Payments – Coverage A And B** do not apply.

D. For purposes of the coverage provided under this endorsement, the following definition is added:

"Defense expense":

1. Means:

Payments allocated to a specific claim or "suit" we investigate, settle or defend, for its investigation, settlement or defense.

2. Includes payments for:

a. Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".

b. Fees of attorneys the insured retains when by mutual agreement or court order the insured is given the right to retain defense counsel to defend a "suit".

c. All other litigation expenses.

d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. Costs taxed against the insured in the "suit".

3. Does not include:

a. Any payments described in Paragraph **D.1.** above allocated to that portion of a specific claim or "suit" involving "bodily injury", "property damage" or "personal and advertising injury" not described in Paragraph **A.** of this endorsement;

b. Salaries and expenses of our "employees" or the insured's "employees" (other than those described in Paragraphs **D.2.a.** and **D.2.d.** above) and does not include fees and expenses of independent adjusters we hire; and

c. Any payments described in Paragraph **D.1.** above allocated to that portion of a specific claim or "suit" involving medical expenses for "bodily injury" under Section **I** – Coverage **C** – Medical Payments.

 © Insurance Services Office, Inc., 2018

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

Electronic Smoking Device

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:

a. An "electronic smoking device"; or

b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, cartridge, liquid, flavoring, solutions of any kind, or ingredients therein;

2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or

3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph **A.1.b.** of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

B. The following definition is added:

"Electronic smoking device" means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. "Electronic smoking devices" include, but are not limited to, battery-powered:

1. Cigarettes;

2. Pipes;

3. Cigars;

4. Hookahs; and

5. Vaporizers, other than steam or mist inhalers.

 © Insurance Services Office, Inc., 2018

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED PARTICIPANT COVERAGE—SPORTS

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to subsection **2. Exclusions** of **SECTION I—COVERAGES COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury" to "participant(s)."

We will have no duty to defend any "suit" against you seeking damages on account of any such injury unless coverage is provided by this endorsement.

B. The following is added to subsection **2. Exclusions** of **COVERAGE C. MEDICAL PAYMENTS** of **SECTION I—COVERAGES:**

We will not pay expenses for "bodily injury" to "participant(s)."

C. The coverage provided is described below:

The following is added to **SECTION I—COVERAGES:**

COVERAGE—LIABILITY TO "PARTICIPANT(S)"

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant(s)" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** of this endorsement;

(2) Our right and duty to defend ends when we have used the applicable limit of insurance in payment of judgments or settlements; and

(3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS—COVERAGES A. AND B.**

b. This insurance applies to "bodily injury" only if:

(1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory."

(2) The "bodily injury" occurs during the policy period.

(3) Prior to the policy period, no insured listed under paragraph **1.** of **SECTION II—WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" occurred, then any continuation, change or resumption of such "bodily injury" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph **1.** of **SECTION II—WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" after the end of the policy period.

d. "Bodily injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **1.** of **SECTION II—WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury"; or

(3) Becomes aware by any other means that "bodily injury" has occurred or has begun to occur.

e. Damage because of "bodily injury" includes damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" that is excluded under **SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** subsection **2. Exclusions,** paragraphs **a., b., c., d., e., f., g., h., i.,** and **o.**

b. "Bodily injury" arising from "brain injuries" sustained by any "participant" while practicing for or participating in any sports or athletic contest, event, or exhibition that you sponsor.

D. With respect to this endorsement, the following is added to **SECTION III—LIMITS OF INSURANCE:**

The Limits of Insurance are $25,000 Each "Occurrence" and $50,000 Aggregate per policy period, unless otherwise stated below:

$ 25,000 Each "Occurrence"

$ 50,000 Aggregate per policy period

The aggregate limit shown above is part of, and not in addition to, the General Aggregate limit shown on the Declarations.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

This insurance does not apply to any claim for damages because of "bodily injury" or "property damage" brought by one "participant" against another "participant(s)."

E. With respect to this endorsement, the following definitions are added to **SECTION V—DEFINITIONS:**

The term "brain injuries" includes concussions, Chronic Traumatic Encephalopathy (CTE) or any other injury to the brain as well as any symptoms, conditions, disorders or diseases resulting there from including, but not limited to amnesia and motor neuron disease.

"Participant(s)" means any person, including players, coaches, managers, staff members, team workers, officials, cheerleaders, students, customers and volunteers, who is instructing, supervising, training or practicing for, participating in or otherwise involved in any games, sports or athletic activity, contest or exhibition that you manage, operate or sponsor.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when **b.** below applies.

b. Excess Insurance

(1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion **g.** of Coverage **A (SECTION I);** or

(e) That is valid and collectible insurance available to any insured under any other policy.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2013

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

(b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2013

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

ERRORS AND OMISSIONS COVERAGE PART

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we," "us," and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II).**

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS (SECTION VI).**

SCHEDULE

Description of Services:

Coverage	**Limits of Insurance**	
Errors or Omissions	$ 1,000,000 Each Claim $ 2,000,000 Aggregate	
Premium Basis	**Rate**	**Premium**
	INCLUDED	$ INCLUDED
	INCLUDED	$ INCLUDED
	Total Premium:	$ INCLUDED

SECTION I—COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" as a result of an "error or omission" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages." However, we will have no duty to defend the insured against any "suit" seeking "damages" for an "error or omission" to which this insurance does not apply. We may, at our discretion, investigate any "error or omission" and settle any "claim" or "suit" that may result. But:

(1) The amount we will pay for "damages" is limited as described in **LIMITS OF INSURANCE (SECTION III)**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS.**

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

b. This insurance applies to "errors or omissions" only if:

(1) The "error or omission" takes place in the coverage territory;

(2) The "error or omission" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under paragraph **1.** of **SECTION II—WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an occurrence or claim, knew that the "damages" had occurred, in whole or in part. If such a listed insured knew, prior to the policy period, that the "damages" occurred, then any continuation, change or resumption of such "damages" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Damages" which occurred during the policy period and were not, prior to the policy period, known to have occurred by any insured listed under paragraph **1.** of **SECTION II—WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of "damages" after the end of the policy period.

d. "Damages" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **1.** of **SECTION II—WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an occurrence or claim:

(1) Reports all, or any part, of the "damages" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "damages"; or

(3) Becomes aware by any other means that "damages" have occurred or have begun to occur.

e. "Damages" because of "errors or omissions" include "damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "error or omission."

2. Exclusions

This insurance does not apply to:

a. "Errors or omissions" for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

b. Any obligation of any insured under any workers' compensation, unemployment compensation, disability benefits law, Federal Securities Act of 1933, Employee Retirement Income Security Act of 1974 (ERISA) or under any similar law.

c. Injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

d. Injury arising out of a dishonest, fraudulent, malicious or criminal act by any insured.

e. **(1)** Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or sub-contractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

(2) Any loss, cost, or expense arising out of any:

(a) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) "Claim" or "suit" by or on behalf of a government authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

f. "Damages" caused or arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Damage to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the damage arises out of any part of those premises;

(3) Property loaned to you, except property loaned to you and held as evidence;

(4) Personal property in the care, custody or control of the insured, except when the property is being held as evidence;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the damage arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

h. Damage to "your work" arising out of it or any part of it.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

i. Damage to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

j. "Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

k. Injury to:

(1) An employee of the insured arising out of and in the course of employment by the insured, including wrongful termination; or

(2) The spouse, child, parent, brother, sister of that employee as a consequence of **k.(1)** above;

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

l. Injury to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

m. Any injury arising out of any circumstances due to nuclear reaction, radiation, or contamination regardless of cause.

n. Injury arising out of:

(1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;

(2) The use of asbestos in construction or manufacturing any good, product or structure;

(3) The removal of asbestos from any good, product or structure; or

(4) The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

o. Any "error or omission" arising out of the rendering or failure to render any service provided by any architect, engineer, accountant, land surveyor, actuary, insurance agent or broker, financial management consultant, physician or attorney.

p. Any claims covered under the Commercial General Liability Coverage Part, Liquor Liability Coverage Part or any other coverages included in this policy.

q. "Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph **(1)** or **(2)** above.

However, unless paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury."

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to two hundred fifty dollars ($250) a day because of time off from work.

4. All costs taxed against the insured in the "suit."

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II—WHO IS AN INSURED

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are sole owner.

2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

5. An organization other than a partnership, joint venture, limited liability company or trust you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

6. Your employees are insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

7. Your "volunteer workers" and your employees are insureds, but only for acts within the scope of their employment for you or while performing duties related to the conduct of your business.

SECTION III—LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule of this Coverage Part and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. "Claims" made or "suits" brought; or

   c. Persons or organizations making "claims" or bringing "suits."

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

2. The Aggregate Limit is the most we will pay for all "damages" because of an "error or omission" under this insurance regardless of the number of "claims."

3. Subject to the Aggregate Limit, the Each Claim Limit is the most we will pay for all "damages" arising out of any one "claim."

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV—COVERAGE PART CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties in the event of an "Error or Omission," "Claim" or "Suit"**

   a. You must see to it that we are notified as soon as practicable of an "error or omission" which may result in a "claim." To the extent possible, notice should include:

      (1) How, when and where the "error or omission" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "error or omission."

   b. If a "claim" is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the "claim" or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described below.

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is valid and collectible insurance available to you under any other policy.

When this insurance is excess, we have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against those other insurers.

When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the first Named Insured, the insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under the Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V—COVERAGE TERRITORY

This insurance applies to "damages" for injury caused by an "error or omission" anywhere in the world, so long as the original "claim" or "suit" for such "damages" is brought in the United States of America (including its territories and possessions), Puerto Rico and Canada.

SECTION VI—DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semi-trailer designated for travel on public roads, including any attached machinery or equipment.

2. "Claim" means an oral or written notice from any party that it is their intention to hold you responsible for any "error or omission."

3. "Damages" means monetary judgments, awards or settlements the insured is legally obligated to pay as a result of an "error or omission" to which this insurance applies.

"Damages" shall not include:

a. Amounts paid to you as fees or expenses for services performed which are to be reimbursed or discharged as a part of the judgment or settlement; or

b. Judgments or awards arising from acts deemed uninsurable by law.

4. "Error or omission" means any negligent act, error or omission while performing those services described in the Schedule of this Coverage Part under the Description of Services.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

6. "Loading or unloading" means the handling of persons or property:

   a. After being moved from the place where accepted for movement into or onto an aircraft, watercraft, or "auto";

   b. While in or on an aircraft, watercraft, or "auto"; or

   c. While being moved from an aircraft, watercraft or "auto" to the place of final delivery;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

7. "Suit" means a civil proceeding in which "damages" for injury to which this insurance applies are alleged. "Suit" includes:

   a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

8. "Volunteer worker" means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

9. "Your product" means:

   a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

      (1) You;

      (2) Others trading under your name; or

      (3) A person or organization whose business or assets you have acquired; and

   b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

10. "Your work" means:

    a. Work or operations performed by you or on your behalf; and

    b. Materials, parts or equipment furnished in connection with such work or operations.

11. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN INJURY OR DAMAGE EXCLUSION— PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

Known Injury Or Damage

This insurance does not apply to "personal and advertising injury" arising from an offense:

a. That occurs during the policy period and, prior to the policy period, an insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, knew that the "personal and advertising injury" had occurred prior to the policy period, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "personal and advertising injury" occurred, then any continuation, change or resumption of such offense during or after the policy period will be deemed to have been known prior to the policy period; or

b. That occurs during the policy period and was, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, includes any continuation, change or resumption of that "personal and advertising injury" after the end of the policy period.

A "personal and advertising injury" arising from an offense will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim:

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury"; or

(3) Becomes aware by any other means that "personal and advertising injury" has occurred or has begun to occur.

AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2006

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SPECIAL CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Contractors Special Conditions

You will obtain current certificates of insurance from all independent contractors providing evidence of:

1. "Bodily injury" and "property damage" liability Limits of Insurance equal to or greater than the limits provided by this policy;
2. Coverage equal to or greater than the coverage provided by this policy; and
3. Effective dates of coverage that "coincide" with the effective dates of coverage on this policy.

Failure to comply with this condition does not alter the coverage provided by this policy, but will result in an additional premium charge.

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS,** paragraph **5. Premium Audit:**

Should you fail to provide current certificates of insurance from all independent contractors at such times as we request to complete a premium audit, a premium charge will be made. The premium charge will be computed by multiplying the "total cost" of all work sublet that fails to meet the above condition, by the rate per $1,000 payroll for the applicable classification of the work performed. The premium charge will be computed by multiplying our usual and customary rate per $1,000 payroll for that classification.

For purposes of this endorsement the following definitions apply:

"Total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

"Coincide" means that the effective dates of coverage for all policies of all independent contractors covers that period of time during which work was performed for you within the effective dates covered by this policy.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I—Coverage A. Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Part and Paragraph **2. Exclusions** of **SECTION I—COVERAGE** of the Errors And Omissions Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Bodily injury," "property damage" or "error or omission":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any insured or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

B. The following is added to Paragraph **2. Exclusions** of **Section I—Coverage B. Personal And Advertising Injury** Liability of the Commercial General Liability Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Personal and advertising injury":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include,

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.

2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.

3. "Gas fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.

4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL AND/OR PHYSICAL ABUSE LIABILITY COVERAGE FORM

Designated Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

INSURING AGREEMENT

Sexual and/or Physical Abuse Liability is covered up to the limits of liability shown below. Coverage is subject to this coverage form and the exclusions, conditions and other terms of this policy.

Limits of Liability	Coverage
$ 25,000 each claim $ 50,000 aggregate	Sexual and/or Physical Abuse Liability

Advance Premium	Premium Bases	Rates	Description of Hazards
$			
$	**TOTAL ADVANCE PREMIUM**		

I. COVERAGES—SEXUAL AND/OR PHYSICAL ABUSE LIABILITY

A. We will pay on your behalf all sums which you shall become legally obligated to pay as **DAMAGES** because of injury manifesting during the policy period to any person, and arising out of **SEXUAL AND/OR PHYSICAL ABUSE,** caused by one of your **EMPLOYEES,** or arising out of your failure to properly supervise. We shall have the right and duty to defend any suit against you seeking such **DAMAGES,** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and such settlement of any claim or suit as we deem expedient, but we shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of our liability has been exhausted.

B. This insurance applies to **DAMAGES** from **SEXUAL AND/OR PHYSICAL ABUSE** only if the **SEXUAL AND/OR PHYSICAL ABUSE** takes place in the "coverage territory."

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

II. EXCLUSIONS

This policy does not apply:

A. To any actual or alleged **SEXUAL AND/OR PHYSICAL ABUSE** by you or **PERSONS INSURED** (see Section **III.** below);

B. To liability of others assumed by you under any contract or agreement, either oral or in writing, unless specifically endorsed hereon;

C. To any obligation for which you or any carrier as your insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

D. To bodily injury to, or **SEXUAL AND/OR PHYSICAL ABUSE,** sickness, disease or death sustained by any of your **EMPLOYEES** arising out of, and in the course of employment by you;

E. To any loss or claim either directly or indirectly arising from your activities as an officer or director of any corporation, company or business other than that of the Named Insured;

F. To any claim for punitive or exemplary damages; or

G. To any loss or claim arising from corporal punishment.

III. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

A. If the Named Insured is designated in the DECLARATIONS as an individual, the person so designated, but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;

B. If the Named Insured is designated in the DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such; or

C. If the Named Insured is designated in the DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

IV. LIMITS OF LIABILITY

Regardless of the number of insureds under this policy, our liability is limited as follows:

The limit of liability stated in the schedule as applicable to each claim is the limit of our liability for all **DAMAGES** because of each claim or suit covered hereby. The limit of liability stated in the schedule as aggregate, subject to the above provision regarding each claim, is the total limit of our liability under this Coverage for all **DAMAGES.**

V. SUPPLEMENTARY PAYMENTS

We will pay, in addition to the applicable limit of liability for **DAMAGES,** all interest on that amount of any judgment payable by us that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the amount available for the judgment.

VI. DEFINITIONS

A. **SEXUAL AND/OR PHYSICAL ABUSE** means sexual or physical injury or abuse, including assault and battery, negligent or deliberate touching. Any multiple, continuous, or related acts of **SEXUAL AND/OR PHYSICAL ABUSE** against a single claimant or victim shall be treated as a single **SEXUAL AND/OR PHYSICAL ABUSE** claim for determining the Each Claim limits of insurance available under this coverage form regardless of the number of acts, events, conditions, injuries,

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

perpetrators, claims, causes of action, theories of liability, lawsuits, or insurance policies in effect at any point during exposure to the **SEXUAL AND/OR PHYSICAL ABUSE.**

The **SEXUAL AND/OR PHYSICAL ABUSE** must have been manifested within the policy period. The **SEXUAL AND/OR PHYSICAL ABUSE** shall be deemed to have been manifested as of the earliest date that any element of the **SEXUAL AND/OR PHYSICAL ABUSE** took place, regardless of whether such **SEXUAL AND/OR PHYSICAL ABUSE** was continuous or progressive.

B. **EMPLOYEE** means any person, other than a **PERSON INSURED,** in your employment, including, but not limited to persons with child caring responsibilities, attendants, janitors, bus drivers and volunteer workers.

C. **DAMAGES** means all damages, including damages for death, which are payable because of injury to which this insurance applies.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA/CANNABIS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

State(s):

AK, CA, CO, DC, MA, ME, NV, OR, VT & WA

(If no entry appears above, this endorsement will be applicable in all states.)

1. This insurance does not apply to "injury," "bodily injury," "property damage," "damages" or "personal and advertising injury" arising out of the sale, consumption, use or the exposure to the consumption or use of:
   - **a.** "Marijuana";
   - **b.** "Edible marijuana-infused product";
   - **c.** "Marijuana-infused product";
   - **d.** "Cannabis";
   - **e.** "Cannabis containing product"; or
   - **f.** Any material, substance or item containing tetrahydrocannabinol (THC).
2. This exclusion applies only if you are in the business of:
   - **a.** Growing or cultivating;
   - **b.** Acquiring;
   - **c.** Processing;
   - **d.** Dispensing;
   - **e.** Manufacturing;
   - **f.** Distributing;

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

g. Delivering;

h. Selling;

i. Serving; or

j. Furnishing;

"marijuana," "edible marijuana-infused products," "marijuana-infused products," "cannabis" or "cannabis containing products" or any material, substance or item containing tetrahydrocannabinol (THC).

3. This exclusion does not apply to:

a. Hemp, hemp containing products or products derived from hemp; or

b. Cannabidiol (CBD) oils or extracts;

that contain trace amounts of 0.3% or less of tetrahydrocannabinol (THC).

4. For the purposes of this exclusion, permitting, authorizing or otherwise condoning a person to bring "marijuana" or "cannabis containing products" on your premises for consumption on your premises is not by itself considered to be in the business of serving or furnishing "marijuana" or "cannabis containing products."

5. For purposes of this endorsement, the following definitions apply:

a. "Cannabis" means the following substances under whatever names they may be designated: the resin extracted from any part of a plant of the genus cannabis, and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or its resin.

b. "Cannabis containing product" means a product containing "cannabis" that is intended for use or consumption, including but not limited to edible products, ointments, aerosols, oils and tinctures.

c. "Edible marijuana-infused product" means a "marijuana-infused product" that is to be consumed by eating or drinking.

d. "Marijuana" means all parts of the plant Cannabis sativa L., Cannabis indica or Cannabis ruderalis whether growing or not, including its seeds and resin extracted from any part of a plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. The term also includes "marijuana-infused product(s)."

e. "Marijuana-infused product" means a product infused with marijuana, including, but not limited to ointments, aerosols, oils, tinctures and edible products.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft. Use includes operation and "loading and unloading."

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

SEXUAL AND/OR PHYSICAL ABUSE EXCLUSION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART

This policy does not apply to any injury sustained by any person arising out of or resulting from "Sexual and/or Physical abuse" by:

1. any insured;
2. any of your "Employees";
3. any person performing volunteer services for you or on your behalf; or
4. any other person.

We shall not have any duty to defend any suit against you seeking "damages" on account of any such injury.

The intent of this endorsement is to exclude all injury sustained by any person, including emotional distress, arising out of "Sexual and/or Physical abuse" including but not limited to "Sexual and/or Physical abuse" caused by negligent employment, investigation, supervision, or reporting to the proper authorities, or failure to so report, or retention of a person for whom any insured is or ever was legally responsible.

The following Definitions are added to the policy:

1. "Sexual and/or Physical abuse" means sexual or physical injury or abuse, including but not limited to assault and battery, negligent or deliberate touching, corporal punishment and mental abuse.
2. "Employee" means any person, other than a person insured, in your employment, including, but not limited to:
   a. persons with child caring responsibilities;
   b. attendants;
   c. janitors;
   d. bus drivers; and
   e. volunteer workers.
3. "Damages" means all damages, including damages for death, which are payable because of injury to which this insurance applies.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

MINIMUM PREMIUM 100 **%**

Item **5.b.** of the **Premium Audit** condition under **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, SECTION IV—LIQUOR LIABILITY CONDITIONS** and **SECTION IV—PRODUCTS/ COMPLETED OPERATIONS LIABILITY CONDITIONS** is amended to read:

b. The advance premium for this Coverage Part is a deposit premium only. The final premium shall be subject to audit. At the close of each audit period we will compute the earned premium for that period. Any audit premiums are due and payable to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. In the event the first Named Insured fails or refuses to allow our representative to audit your books and records, we may unilaterally charge a final premium for the Policy Period at double the minimum or advance premium, whichever is greater, and such final premium shall be immediately due and payable on notice to the first Named Insured.

For purposes of this endorsement, the terms advance premium, earned premium, and minimum premium are defined as follows:

Advance Premium—the premium that is stated in the applicable initial policy Declarations or Renewal Certificate and payable in full by the first Named Insured at the inception of each Policy Period.

Earned Premium—the premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the audit period.

Minimum Premium—the lowest premium for which this insurance will be written for the Policy Period stated in **Item 2.** of the Declarations of the applicable initial policy or subsequent Renewal Certificate. This minimum premium is equal to 100% (unless a different percentage [%] is shown in the Schedule above) of the advance premium including any premium adjustments made by endorsement to this policy during the Policy Period. Premium adjustments do not include the audit premium developed for the Policy Period stated in **Item 2.** of the Declarations.

_____ /

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOST KEY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Lost Key Coverage		
Limits of Insurance	**Deductible**	**Additional Premium**
$25,000 Each Occurrence $25,000 Aggregate, unless otherwise stated below: $ 25,000 Each Occurrence $ 25,000 Aggregate	$_____ Each Occurrence	$ Included

"Property damage" coverage provided under Coverage **A** (Section **I—Coverages**) also applies to the loss of keys which are in your possession or the possession of your "employees," agents or anyone acting on your behalf, subject to the following provisions:

1. Exclusion **j.(4)** of Coverage **A** (Section **I—Coverages**) relating to "property damage" to personal property in your care, custody or control does not apply.
2. Coverage does not apply to "property damage" caused by misappropriation, secretion, infidelity or dishonest acts by you or anyone acting on your behalf.
3. Our liability for all damages because of "property damage" to which this endorsement applies is limited to the actual cost of keys, re-keying locks or, if required, replacement locks with like kind and quality, including cost of their installation, subject to the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule of this endorsement for Lost Key Coverage.
4. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount as stated in the Schedule of this endorsement. The stated deductible amount shall apply to all damages sustained as the result of paragraph **3.** above.
5. The Lost Key Coverage Aggregate limit of insurance is part of, and not in addition to, the General Aggregate Limit of Insurance shown on the Declarations.

_____ /

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

 © ISO Properties, Inc., 2007

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2007

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," error or omission, or other damages arising out of the actual or alleged transmission of or exposure to a "communicable disease," illness or condition related to any "communicable disease."

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the:

a. Act or failure to act by any insured;

b. Supervising, hiring, employing, training or monitoring of others or care of animals that may be infected with and spread a "communicable disease";

c. Testing for a "communicable disease";

d. Failure to prevent the spread of the disease; or

e. Failure to report the disease to authorities as required by local, state or federal law, statute or regulation.

For purposes of this endorsement, the following definition applies:

"Communicable disease" means any infectious and/or contagious disease, including but not limited to, diseases caused by bacteria, fungi, protozoa, viruses, or any combination of the foregoing.

AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2008

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This policy does not apply to:

(1) Damages in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

(2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

(3) Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This policy does not apply to:

1. Any damages arising out of the ingestion, inhalation or absorption of lead in any form.
2. Any loss, cost or expense arising out of any:
   (a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
   (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY INCLUDING ENTITY REIMBURSEMENT AND ENTITY LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART

A. The following exclusion is added to the coverage parts as indicated below. For those coverage parts only, this exclusion supercedes and replaces any conflicting policy provisions:

1. The following applies to the **PROFESSIONAL LIABILITY INSURANCE COVERAGE PART:**

SECTION III—EXCLUSIONS

This insurance does not apply to:

"Damages" due to any claim or loss based upon or arising out of any negligent act, error or omission in rendering or failing to render professional services which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or

Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

2. The following applies to the **DIRECTORS AND OFFICERS LIABILITY INCLUDING ENTITY REIMBURSEMENT AND ENTITY LIABILITY COVERAGE PART:**

IV. EXCLUSIONS

This insurance does not apply to:

DAMAGES due to any **CLAIM** or loss based upon or arising out of any **WRONGFUL ACT** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or

Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2003

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

3. The following applies to the **ERRORS AND OMISSIONS COVERAGE PART:**

   2. **Exclusions**

      This insurance does not apply to:

      "Damages" due to any "claim" or loss based upon or arising out of an "error or omission" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or

      Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

      This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. For the purposes of this endorsement, the following definition is added to the **DEFINITIONS** Section of each Coverage Part:

   "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2003

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

Wherever a Cancellation Condition for nonpayment of premium is found in the policy, the following is added:

If the insured failed to pay premium charged on a prior policy we issued and payment was due during the current renewal policy term, we may cancel this policy by mailing or delivering to the first Named Insured and mortgagee, if any, written notice of cancellation at least ten (10) days before the effective date of cancellation.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT

The following is added to the Premium Audit provision:

If the first Named Insured fails or refuses to provide documentation adequate to determine the apportionment of exposures by class code, we may unilaterally apply all exposures to the class code with the highest rate stated in the policy including any class code adjustments made by endorsement.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7118636	06/13/2020	WAVE AQUATICS	15008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AUTHORIZED REPRESENTATIVE DATE

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

WAVEA-1 OP ID: KE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 800-874-6704 Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House	CONTACT NAME: Snyder Insurance Services, Inc PHONE (A/C, No, Ext): 800-874-6704 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: info@insureasset.com
INSURED Wave Aquatics P.O. Box 2953 Kirkland, WA 98083	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : SCOTTSDALE INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		CPS7118636	06/13/2020	06/13/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured with respect to liability at leased premises 17535 NE 104th St, Redmond, WA, 98052.

CERTIFICATE HOLDER

City of Redmond
15670 NE 85th St.
Redmond, WA 98052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

WAVEA-1 OP ID: KE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Snyder Insurance Services, Inc
Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House 800-874-6704	PHONE (A/C, No, Ext): 800-874-6704 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: info@insureasset.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : SCOTTSDALE INSURANCE COMPANY
INSURED Wave Aquatics P.O. Box 2953 Kirkland, WA 98083	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			CPS7118636	06/13/2020	06/13/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage Only
Locations:
17535 NE 104th St, Redmond, WA, 98052
10601 NE 132nd St, Kirkland, WA, 98034
7616 139th Pl NE, Redmond, WA, 98052

CERTIFICATE HOLDER

Proof of Coverage Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

WAVEA-1 OP ID: KE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 800-874-6704 Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House	CONTACT NAME: Snyder Insurance Services, Inc PHONE (A/C, No, Ext): 800-874-6704 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: info@insureasset.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : SCOTTSDALE INSURANCE COMPANY
INSURED Wave Aquatics P.O. Box 2953 Kirkland, WA 98083	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		CPS7118636	06/13/2020	06/13/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured.
Location:
10601 NE 132nd St, Kirkland, WA, 98034

CERTIFICATE HOLDER

Juanita Aquatic Center
10601 NE 132nd St.
Kirkland, WA 98034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

WAVEA-1 OP ID: KE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 800-874-6704 Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House	CONTACT NAME: Snyder Insurance Services, Inc PHONE (A/C, No, Ext): 800-874-6704 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: info@insureasset.com
INSURED Wave Aquatics P.O. Box 2953 Kirkland, WA 98083	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : SCOTTSDALE INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		CPS7118636	06/13/2020	06/13/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured.
Location:
17535 NE 104th St, Redmond, WA, 98052

CERTIFICATE HOLDER

Redmond Aquatic Center
17353 NE 104th St.
Redmond, WA 98052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

WAVEA-1 OP ID: KE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House 800-874-6704	CONTACT NAME: Snyder Insurance Services, Inc PHONE (A/C, No, Ext): 800-874-6704 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: info@insureasset.com
INSURED Wave Aquatics P.O. Box 2953 Kirkland, WA 98083	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : SCOTTSDALE INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		CPS7118636	06/13/2020	06/13/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured.

Location: 10601 NE 132nd St,Kirkland, WA, 98034.

CERTIFICATE HOLDER

Northshore School District
3330 Monte Villa Parkway
Bothell, WA 98021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 071C7F25-2DF4-4EFC-9540-D6FC6440E6A7

WAVEA-1 OP ID: KE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snyder Insurance Services Inc 7450 W. 130th Street - Ste 230 Overland Park, KS 66213 House 800-874-6704	CONTACT NAME: Snyder Insurance Services, Inc PHONE (A/C, No, Ext): 800-874-6704 FAX (A/C, No): 913-498-0212 E-MAIL ADDRESS: info@insureasset.com
INSURED Wave Aquatics P.O. Box 2953 Kirkland, WA 98083	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : SCOTTSDALE INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		CPS7118636	06/13/2020	06/13/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured with respect to liability per pool management operations of the Named Insured at 10601 NE 132nd St, Kirkland, WA, 98052.

CERTIFICATE HOLDER

Lake WA School District
10601 NE 132nd
Kirkland, WA 98052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Certificate Of Completion

Envelope Id: 071C7F252DF44EFC9540D6FC6440E6A7
Status: Completed
Subject: City of Redmond Contract - Fill Out City Contract Routing Form and Upload Contract Documents
Source Envelope:
Document Pages: 95
Signatures: 9
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
HOLMES, JULIE MARIE
15670 Ne 85th St
Redmond, WA 98052
JMHOLMES@redmond.gov
IP Address: 73.225.194.26

Record Tracking

Status: Original
8/25/2020 3:32:52 PM
Holder: HOLMES, JULIE MARIE
JMHOLMES@redmond.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
HOLMES, JULIE MARIE jmholmes@redmond.gov City of Redmond Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 73.225.194.26	Sent: 8/25/2020 3:35:05 PM Viewed: 8/25/2020 3:45:27 PM Signed: 8/25/2020 4:01:57 PM
Kfir Ami-ad Kfir.Ami-ad@waveaquaticsboard.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Kfir Ami-ad 76D1088A079A4CA... Signature Adoption: Pre-selected Style Using IP Address: 73.157.44.233	Sent: 8/25/2020 4:06:54 PM Viewed: 8/25/2020 8:41:51 PM Signed: 8/25/2020 8:47:05 PM
Carrie Hite chite@redmond.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Carrie Hite 168C48B12F7E41D... Signature Adoption: Pre-selected Style Using IP Address: 24.113.148.23	Sent: 8/25/2020 8:47:09 PM Viewed: 8/25/2020 8:50:06 PM Signed: 8/25/2020 8:50:38 PM
Jim Haney jhaney@omwlaw.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Jim Haney 85394CE968994B5... Signature Adoption: Pre-selected Style Using IP Address: 40.78.46.168	Sent: 8/25/2020 8:50:47 PM Viewed: 8/31/2020 8:07:23 AM Signed: 8/31/2020 8:19:42 AM

Signer Events	Signature	Timestamp
Malisa Files RiskContracts@redmond.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Malisa Files 581CDD1AF985491...	Sent: 8/31/2020 8:19:52 AM Viewed: 9/1/2020 11:17:50 AM Signed: 9/1/2020 11:20:45 AM
	Signature Adoption: Pre-selected Style Using IP Address: 204.152.61.20	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Malisa Files (Mayor Designee) MayorContracts@redmond.gov Finance Director Security Level: Email, Account Authentication (None)	DocuSigned by: Malisa Files (Mayor Designee) 5D9FC672714C4E4...	Sent: 9/1/2020 11:20:54 AM Viewed: 9/1/2020 12:55:52 PM Signed: 9/1/2020 12:56:14 PM
	Signature Adoption: Pre-selected Style Using IP Address: 204.152.61.20	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cheryl Xanthos ClerksContracts@redmond.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Cheryl Xanthos E725E589816E4E1...	Sent: 9/1/2020 12:56:20 PM Viewed: 9/2/2020 3:07:21 PM Signed: 9/2/2020 3:38:35 PM
	Signature Adoption: Pre-selected Style Using IP Address: 71.81.166.86	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Julie Holmes jmholmes@redmond.gov City of Redmond Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 73.225.194.26	Sent: 8/25/2020 4:02:01 PM Viewed: 8/25/2020 4:02:46 PM Completed: 8/25/2020 4:06:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Purchasing purchasing@redmond.gov My Title Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/2/2020 3:38:46 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2020 3:38:46 PM
Certified Delivered	Security Checked	9/2/2020 3:38:46 PM
Signing Complete	Security Checked	9/2/2020 3:38:46 PM
Completed	Security Checked	9/2/2020 3:38:46 PM

Payment Events	Status	Timestamps

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-168
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	Brooke Buckingham	Human Services Manager

TITLE:
Approval of the Indigency Screening Agreement Renewal

OVERVIEW STATEMENT:
The City of Redmond contracts with the King County Department of Public Defense (DPD) for indigent screening services for Redmond defendants, in order to determine income eligibility for Public Defender representation. The current agreement expires December 31, 2025. A new agreement would extend services through 2026. Staff is requesting Council's approval to provide the Mayor authority to approve this agreement.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  RCW 10.101.020 and RCW 10.101.030 (Determination of indigency); Council approval is required for Interlocal Agreements.
- **Council Request:**
  N/A
- **Other Key Facts:**
  The City of Redmond contracts with the King County Department of Public Defense to provide indigent screening services for Redmond District Court defendants. Department of Public Defense staff screen defendants to determine income eligibility requirements for public defender services. Providing these services is

a requirement of state law and the process of public defense. The amount of the contract is based on the cost to King County of providing the service and includes the salary and benefits of the screening staff, their supervision, and King County overhead necessary to provide the service. The cost allocation to the City is based on the historical average of screenings conducted per month. The proposed contract for 2026 would be $336 per month, an increase of 10% from 2025. Language has been added to the agreement to designate renewal authority to the Mayor if there are no substantive changes to the terms.

OUTCOMES:
Entering into this agreement allows the City to provide for required indigency screening services. This has also been more cost effective than having City staff provide this service.

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:
$4032

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

Budget Offer Number:
0000276

Budget Priority:
Safe and Resilient

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

Funding source(s):
General Fund

Budget/Funding Constraints:
King County calculates the City's costs based on average number of screenings per month which is proportionately shared with other participating cities

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/3/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	No meetings proposed	**N/A**

Time Constraints:
The current Agreement expires on December 31, 2025. To continue these services for 2026, a new agreement must be adopted prior to that date.

ANTICIPATED RESULT IF NOT APPROVED:
The City would not be able to provide the required legal service to Redmond defendants after the expiration date of the current agreement and would need to seek alternatives to providing these services.

ATTACHMENTS:
Attachment A: Memorandum of Agreement Between King County and the City of Redmond Relating to Indigency Screening Services

Memorandum of Agreement Between
King County and the City of *Redmond*
Relating to Indigency Screening Services

This AGREEMENT entered into this 1st day of January 2026 between King County, State of Washington, hereinafter referred to as the "County", and the municipal corporation of *Redmond, WA* hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 10.101.020 and RCW 10.101.030, is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services; and,

WHEREAS, the County is authorized by King County Code 2.60.060 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

I. OBLIGATIONS

A. In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:

1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the most recent King County Department of Public Defense screening criteria and procedures.

2. Not rescreen an individual for indigency within one year unless a new case is filed.

3. Except as set forth in section VII.A. below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

4. Routinely provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. - 4:30 p.m. excluding holidays.

5. Provide screening documentation to the City upon request.

B. In consideration of the promises of the County herein before set forth, the City promises to:

1. Make available a telephone in a private space for the client to contact the screening staff. Post appropriate signage directing clients to indigency screening services and if applicable, provide similar information on the City's official website.

2. Follow the King County District Court, East Division at the Redmond Courthouse (KCDC) system for notification of any temporary cancellations. If the KCDC is closed due to adverse conditions, the Department of Public

DRAFT

Defense will be notified by calling 206-477-9727 so the screening staff may be notified.

3. Develop and transmit to the County the rate that the City will charge those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the Department of Public Defense's procedure for calculating ability to contribute to the cost of defense. Collection of fees and communication to defendants regarding collections is the responsibility of the City.

4. Provide the County with a current, updated list of contracted Public Defense Attorneys.

II. COMPENSATION AND METHOD OF PAYMENT

The City shall reimburse the County for the services as delineated in this agreement in the following manner:

A. The County shall generate a monthly invoice within ten working days after the end of the month. The invoice will include the number of phone calls received from clients for the City, listed by date. For 2026, the rate for indigency screening services provided will be $336 per month. Per King County code, the rate is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, their supervision and King County overhead necessary to provide the service.

B. The City shall remit payment to the County within thirty calendar days of receipt of the invoice.

III. TIME OF PERFORMANCE

This agreement shall be effective the 1st day of January 2026 through the 31st day of December 2026. The rate and continuation of services will be reviewed within the period of 90 days prior to December 31, 2026 or at any time through the duration of the memorandum of understanding at the request of either party. The City of Redmond Council designates its renewal authority of this agreement to the City of Redmond Mayor if the renewal terms of this agreement contain no significant changes and the rate increase is no more than 10% for the year.

IV. MODIFICATIONS

The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement. The County reserves the right to increase fees of Section II.A. of this agreement upon ninety (90) days written notice to the City.

V. TERMINATION

This agreement may be terminated without cause only after ninety (90) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and cause for immediate termination

DRAFT

upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination.

VI. MUTUAL COVENANTS

Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.

B. All persons rendering Indigency Screening Services hereunder shall be for all purposes employees of the County.

C. The contact for the City regarding citizen complaints about the indigency screening process is the Department of Public Defense at 206-477-9727. The Department of Public Defense will institute its complaint investigation process immediately. The City contact regarding citizen complaints about the defense attorney performance shall be directed to the City's Human Services Manager, who can be reached at 425-556-2416.

D. Any controversy or claim arising out of or relating to this agreement shall be referred to a mediator selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim. If the parties cannot mutually agree upon selection of a mediator within seven days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten days from the date of his/her selection or at such other time as the parties may mutually agree. The cost of the mediator, if any, shall be shared equally by the parties. Such mediation shall precede any court action.

Nothing in this section shall affect the parties' right to terminate this agreement for cause, as per Section V.

VII. INDEMNIFICATION

A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any

principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

VIII. AUDITS AND INSPECTION

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and six years after termination hereof.

IX. NON-DISCRIMINATION

The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with federal regulations including but not limited to 41 CFR Part 60-2.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

FOR

King County Executive

Date

CITY OF

NAME (Please type or print)

Date

ATTEST:

City Clerk

Approved as to Form:

Date

DRAFT

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-169
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	Kim Keeling	Program Administrator

TITLE:
Approval of the 2025-2027 Washington State Department of Transportation (WSDOT) Transportation Demand Management (TDM) and Commute Trip Reduction (CTR) Implementation Agreement

OVERVIEW STATEMENT:
The City of Redmond is required to implement the Commute Trip Reduction Law (RCW 70.94.521-551). The requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including TDM programs for growth and transportation efficiency centers are established by RCW 70A.15.4000 through RCW 70A.15.4110.

This agreement with WSDOT would provide the City of Redmond with $214,300 between July 1, 2025, and June 30, 2027, to execute the CTR law and TDM services in Redmond. The workplan approved by WSDOT is included in the agreement. This grant funding is a decrease of $90,106 over the prior biennium. The decrease is due to newly affected jurisdictions entering the State program. A portion of these funds were included in the City's 2025-2026 budget. The remaining portion of the funds will be included in the 2027-2028 budget proposals.

The recurring agreement contains a workplan that must be approved by WSDOT. The workplan includes recruiting new employer worksites, reviewing employer programs, providing site-specific suggestions for improved CTR performance, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and other commuter services. The workplan for this agreement has already been approved by WSDOT.

The CTR law currently affects 36 major work sites, and 20 employers located within the City. (A work site is a building or cluster with 100 or more employees in a single company. A major employer may have more than one work site.) The citywide Drive Alone Rate (DAR) for these Redmond employers for the 2023-2025 cycle was 41.3%, a decrease from the 2021-2023 DAR of 42.2%. More employees are continuing to use alternatives to driving alone, even while our employment-population has grown over the same period. This survey cycle, new mode share categories were added for Scooter, Uber/Lyft/Taxi, and Employer Shuttle. These mode shares were Scooter 0.1%, Uber/Lyft/Taxi 0.2%, and Employer Shuttle 8.2%. Remote work decreased 5.8% to 35.7% from 41.5% on the 2021/2022 survey.

The City has approved this agreement for more than 26 years and works in partnership with WSDOT to implement a successful CTR program.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond 2050 Comprehensive Plan
  - **TR-30** Use TDM techniques to achieve efficient use of transportation infrastructure, increase person carrying capacity, reduce air pollution, and accommodate and facilitate future growth.
  - **TR-31** Establish TDM program requirements in the Transportation Master Plan that address Commute Trip Reduction Act requirements, support City mode split goals, address participation in transportation management associations, address mitigation funding from developments requiring TDM, and incorporate TDM support for non-commute/non-employer-based sites such as schools. Establish proactive methods for the City to enforce TDM program requirements.
  - **TR-38** Implement transportation programs, projects, and services to meet air quality standards established in state and federal clean air laws, including the Commute Trip Reduction Law (RCW 70.94.521), and requirements of Chapter 173-420 Washington DRAFT Administrative Code (WAC): "Conformity of Transportation Activities to Air Quality Implementation Plans."
  - **TR-52** Establish and report on targets and performance measures to assess progress toward transportation policy objectives, including:
    - Mode split
    - Carbon emissions

  Transportation Master Plan (TMP)

  - **Strategy 1:** Reduce the number of trips starting and ending in Redmond that utilize drive-alone methods and shift trip method choice to transit, carpooling, biking (or other micromobility), and walking through education and incentives.
  - **Strategy 2:** Revisit regulations and management of Mobility Management Plans and meet statewide Commute Trip Reduction requirements.

  Environmental Sustainability Action Plan (ESAP)

  - **T1:** Increase the equitable use of non-SOV modes of transportation, such as biking, walking, and public

transit

- **T1.8:** Increase new mobility options
- **T1.11:** Comprehensive transportation outreach and education

- **Required:**
  RCW 70.94.521-551 Commute Trip Reduction Law
  RCW 70A.15 Washington Clean Air Act
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Continued implementation of the CTR law produces a reduction in commute drive-alone rates and supports the City's vision to meet the travel needs of all modes. Reduction in traffic congestion, fuel use, and air pollution also meets the goals of the Environmental Sustainability Action Plan.

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:
$214,300

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

Budget Offer Number:
00000310 - Mobility of People and Goods

Budget Priority:
Vibrant and Connected

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

Funding source(s):

Grant

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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:
These funds were approved as part of the City's 2025-2026 budget. For the portion of funds that extend through June 2027, we will include that amount in our 2027-2028 budget proposals. Timely adoption of this interlocal agreement is necessary to receive funds to enable the City to proceed.

ANTICIPATED RESULT IF NOT APPROVED:
Loss of grant funding, CTR and TDM programs will not be administered, not in compliance with CTR law. No other funds have been budgeted by the City to support compliance with the state law.

ATTACHMENTS:
Attachment A: WSDOT 2025-2027 CTR TDM Implementation Agreement PTD1203-City of Redmond

Washington State Department of Transportation

Public Transportation Division
310 Maple Park Avenue S.E.
P.O. Box 47387
Olympia, WA 98504-7387

WSDOT Contact: Patrick Green
206-440-4026
patrick.green@wsdot.wa.gov

Commute Trip Reduction (CTR)			
Agreement Number	PTD1203	***Grantee:***	**City of Redmond**
Term of Project	July 1, 2025 through June 30, 2027		**PO Box 97010** **Redmond, WA 98073**
Vendor #	916001492	***Contact:***	Kim Keeling khkeeling@redmond.gov

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK AND BUDGET

The GRANTEE agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; and 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

Funds	Current Funds
Commute Trip Reduction (MMA)	$ 214,300
Total Project Cost	**$ 214,300**

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2025-2027 biennium.

Section 2
Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.

Section 3
Scope of Project

The GRANTEE agrees to perform all designated tasks of the Project under this AGREEMENT as described in "Scope of Work and Budget".

Section 4
Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5
General Compliance Assurance

A. The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Public Transportation Grant Guidebook, Chapter 8: Commute Trip Reduction program, hereinafter referred to as the "Guidebook", and any amendments thereto, found at https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant, which by this reference is fully incorporated herein.
B. The GRANTEE agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 6
Administrative Work Plan

The GRANTEE agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the GRANTEE submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:

A. The work plan shall identify the activities and deliverables associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, CTR Work Plan reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
B. The administrative work plan may be revised based on a mutual written agreement between the WSDOT Project Manager and the GRANTEE.

Section 7
CTR Plan

The GRANTEE shall prepare and submit a local CTR plan for each jurisdiction supported by project funds. The plan will meet the standards defined in the "Guidance Document."

Section 8
Survey Coordination

The GRANTEE agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

Section 9
Database Updates

The GRANTEE agrees to provide WSDOT and the GRANTEE's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Section 10
Use of State Funds for Incentives

The GRANTEE agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the GRANTEE.

Section 11
Coordination with Regional Transportation Planning Organizations (RTPO)

The GRANTEE shall coordinate the development and implementation of its CTR plan and programs with the applicable regional transportation planning organization (RTPO). The GRANTEE agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The GRANTEE agrees to provide information about the progress of its CTR plan and programs to the RTPO upon request.

Section 12
Project Records

The GRANTEE agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 13
Funding Distribution

The GRANTEE may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, Metropolitan Planning Organizations, or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR, plans as applicable, and as authorized by RCW 70A.15.4080, and by ordinances adopted pursuant to RCW 70A.15.4020(5).

Section 14
Reports

The GRANTEE shall prepare and submit quarterly, and annual program reports pursuant to this agreement and as prescribed in WSDOT's Guidebook. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

Section 15
Implementation Plans

The GRANTEE shall incorporate appropriate sections of the "Scope of Work and Budget" and description of allowable incentives in accordance with the incentives guidance provided to the GRANTEE by WSDOT as set forth in Section 10 of this AGREEMENT, as well as the WSDOT-approved Administrative Work Plan, in all agreements with an eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR plans, and in compliance with applicable ordinances.

Section 16
Assignments and Subcontracts

A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone, not under the GRANTEE's direct supervision.

B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Sections 5, 10, 11, and Sections 15 through 27,** of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 17
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 14 – "Reports**" may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88**): The GRANTEE shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 of the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 18
Energy Credit

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 19
Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 20
Compliance with Laws and Regulations

A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
    1. SB 5974 Move Ahead Washington
    2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
    3. RCW 70A. 65.260 Climate Commitment ACT, and
    4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
    5. RCW 43.21C State Environmental Policy Act (SEPA)
    6. Executive Order 21-02 Archeological and Cultural Resources
C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 21
Ethics

A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, 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 WSDOT without written consent of WSDOT.

Section 22
Anti-Lobbying

A. It is WSDOT's policy that no funds awarded through the agency to grantees can be used for lobbying activities.
B. GRANTEEs who receive an award through WSDOT shall certify on an annual basis that the awarded funds ae not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

Section 23
Accounting Records

The GRANTEE agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 24
Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the GRANTEE's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the GRANTEE shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project's final payment date. However, in case of audit or litigation extending past that six (6) year's period, then the GRANTEE must retain all records until the audit or litigation is completed. The GRANTEE shall be responsible to assure that the GRANTEE and any subcontractors of the GRANTEE comply with the provisions of this section and provide WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 25
Recapture Provision

In the event that the GRANTEE fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The GRANTEE agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 26
No obligation by the state government

No contract between the GRANTEE and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 27
Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 28
Agreement Modifications

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work and Budget. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES. However, changes to the Project title, the contact person of either PARTY, biennial adjustments with no impact to the overall project cost, or adding the Administrative Work Plan, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision or documentation in the Grants Management System. WSDOT shall notify the GRANTEE of any such approved revision in writing.

B. If there is an increase or decrease in funding under this AGREEMENT, the GRANTEE and WSDOT agree to enter into a written amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such increase in funding.

Section 29
Changed Conditions Affecting Performance

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 30
Remedies for Misuse or Noncompliance.

If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 31
Disputes

A. Disputes. Disputes, arising in the performance of this AGREEMENT, which is not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or Designee. This decision shall be final and conclusive unless within ten (10) days from the date of GRANTEE'S receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE, and the GRANTEE shall abide by the decision.

B. Performance During Dispute. Unless otherwise directed by WSDOT, GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 32
Termination

A. **Termination for Convenience**. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not

limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the state with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The state Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same and dispose of it in the manner WSDOT directs.

B. **Termination for Default**. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT.
5. WSDOT shall serve a notice of termination on the GRANTEE, setting forth the manner in which the GRANTEE is in default. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion, may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against GRANTEE and its sureties for said breach or default.
D. In the event that WSDOT elects to waive its remedies for any breach by GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, “Term of Project”, shall require WSDOT to amend the AGREEMENT by written amendment to reflect the termination date and reason for termination.

Section 33
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy under this agreement, or otherwise afforded by law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 34
Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the GRANTEE constitute or be construed as a waiver by GRANTEE of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to GRANTEE with respect to any breach or default.

Section 35
WSDOT Advice

The GRANTEE bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the GRANTEE may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the GRANTEE’s rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the GRANTEE.

Section 36
Limitation of Liability and Indemnification

A. The GRANTEE shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as “claims”), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to this AGREEMENT and/or the GRANTEE’s performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the acts or omissions of the GRANTEE, its agents, employees, and officers. Provided, however, that nothing herein shall require the

GRANTEE to indemnify and hold harmless or defend the WSDOT, its agents, employees, or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees, or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
C. The GRANTEE specifically assumes potential liability for actions brought by the GRANTEE's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the GRANTEE specifically waives any immunity under the state Industrial Insurance Law, Title 51 Revised Code of Washington.
D. In the event either the GRANTEE or WSDOT incurs attorney fees, costs, or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

Section 37
Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the state of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the state of Washington Thurston County Superior Court situated in Thurston County.

Section 38
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. State law
2. This AGREEMENT
3. CTR Guidebook

Section 39
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 40
Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The GRANTEE does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 41
Execution

This AGREEMENT is executed by the Director of the Public Transportation Division, Washington State Department of Transportation, or the Director's designee, not as an individual incurring

personal obligation and liability, but solely by, for, and on behalf of the Washington State Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

Section 42
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	GRANTEE
Authorized Representative Public Transportation Division	Authorized Representative
	Title
	Print Name
Date	Date

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-170
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
Finance	Haritha Narra	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Kim Dietz	Principal Planner
Finance	Denise Shinoda	Program Coordinator, Business Licensing

TITLE:
Award of a Business License Process, Policy and Compliance Evaluation and Recommendation Contract to Strategica, Inc., in the Amount of $150,000

OVERVIEW STATEMENT:
As part of the 2025-2026 budget, the City Council approved funding for a Business License Study. This study will research Redmond's current business license landscape, conduct a comparative analysis and best practices of peer cities' process and policies, an audit to understand gaps in compliance and revenue leakage, recommendations to obtain full business compliance, business license review process improvement policy changes, and reporting recommendations.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond 2050 Comprehensive Plan
  EV-8**:** Monitor the performance of economic development policies and strategies in business diversity, middle-wage job creation, and reduction of displacement risks. Identify and track key economic and demographic metrics to help the city evaluate the effectiveness of local economic strategies and

achievement of equitable outcomes.

Economic Development Strategic Plan

Action 1A.4. Encourage business licensing audit to ensure business license compliance for accurate data reporting and revenue generation.

- **Required:**
  Council Approval is required for contracts over $50,000
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:

The contract to Strategica outlines an agreement to provide professional services to conduct a comprehensive business license study.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  2024 Economic Development Plan Outreach
- **Outreach Methods and Results:**
  Questionnaire, focus groups and interviews
- **Feedback Summary:**
  Feedback imbedded into the Comprehensive Plan Policies and Economic Development Strategic Plan

BUDGET IMPACT:

Total Cost:
$150,000

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

Budget Offer Number:
0000304

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

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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:
Implementation of recommendations from study would be delayed and impact business assistance.

ANTICIPATED RESULT IF NOT APPROVED:
The city would continue to struggle with accurate data representation of businesses in Redmond.

ATTACHMENTS:
Attachment A: Contract with Strategica, Inc.
Attachment B: RFP Response

[Insert Contract Type] Agreement
[Non-Public Work]

PROJECT TITLE Business License Process, Policy and Compliance Evaluation and Recommendation	***EXHIBITS*** ***(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)*** Attachment A- Scope of Work
CONTRACTOR Strategica, Inc	***CITY OF REDMOND PROJECT ADMINISTRATOR*** ***(Name, address, phone #)*** City of Redmond Philly Marsh 15670 85th St PO Box 97010 Redmond, WA 98052 425-556-2436
CONTRACTOR'S CONTACT INFORMATION ***(Name, address, phone #)*** David Howe 704 228th Ave NE #415 Sammamish, WA 98074	***BUDGET OR FUNDING SOURCE*** 100.80700.004100.55868.9015.100.88
CONTRACT COMPLETION DATE December 15, 2026	***MAXIMUM AMOUNT PAYABLE*** $150,000

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

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

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

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

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

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

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars ($2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars ($2,000,000) or more against claims arising out of work provided for in this agreement.

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

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

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

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

CONSULTANT:

By: _____
Title: _____

CITY OF REDMOND:

_____
Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

_____
City Clerk, City of Redmond

APPROVED AS TO FORM:

_____
Office of the City Attorney

RFP 10878-25

Business License Process, Policy and Compliance Evaluation and Recommendation

Attachment A- Scope of Work

Task 1: Kickoff and Establish Licensing Baseline

1. Conduct a kickoff meeting with the City's Core Team and initiate a working relationship. Reconfirm the project scope and discuss the needs of the City. Determine expectations on deliverable format and timing.

2. Determine calendar and format of bi-weekly check-in meetings, bi-monthly Core Team meetings and presentations to elected leaders. Note that it would be advantageous to time Core Team meetings with presentations of task deliverables.

3. Discuss access to City licensing systems and procedures for extracting data. Identify any data quality issues (e.g., missing years, corrupted or missing data elements). Meet City staff involved with report writing and data integrity.

4. Prepare and submit a detailed project workplan and gantt chart based on kickoff discussions.

5. Initiate procedures for procuring access to State and County systems (e.g., DoR,L&I, Secretary of State), utilities such as PSE and commercial business directories. Identify procedures for obtaining data extracts including confidentiality agreements.

6. Prepare a data dictionary (or metadata) of City licensing system including data elements, tables, history, file format.

7. Define reporting specification and presentation of licensing baseline data (e.g., report parameters, calculations, chart formats, narrative format). This would include data elements such as license and UBI number, EIN, business type, SIC and NAICS code, # of employees, business location, home office location, license type, business formation date, original license date, cancellations and revocations.

8. Submit report (or data extract) request. Inspect data and note anomalies, quality issues. Refine and augment data with additional requests as needed. 9. Process data using a database management tool such as Access or MySQL. Format output and

generate reports. Prepare demographic and trend analysis presentation for the Core Team.

10. Prepare charts and narrative documenting the licensing baseline and share with Core Team members. Modify project scope as needed

Task 2: Peer City Comparative Analysis

1. Identify parameters to benchmark (e.g., city ordinances impacting business formation, location, lease restrictions, home-based businesses, remote work and WFH, short term rentals, co-work spaces, non-resident businesses and contractors). Include sampling of KPIs used by peers and online tools for communicating with licensees, enforcement mechanisms.

2. Identify survey sample, create data collection instrument and distribute to peer cities.

3. Collect, clarify and normalize benchmark data. Identify relevant comparisons with Redmond and identify interesting disparities (if any).

4. Prepare and present comparative data deliverable to illustrate findings and share with City's Core Team members.

Task 3: Compliance Audit

1. Define parameters of non-compliance based on current City policies (e.g., ordinance section, conditions that would constitute non-compliance) and parameters for expanded definitions of licensees.

2. Obtain data extracts from potential sources containing business entity records. This could include State agency databases (e.g., DoR, L&I, Secretary of State), utilities (e.g., Comcast, PSE) and commercial business directories.

3. Define filter criteria for use in database record selection to create datasets of manageable size (i.e., how data would be selected to match compliance conditions – for example, active UBI in a State database, PSE business account, all with a Redmond address). Filters should also strip out records from unincorporated areas surrounding the City of Redmond.

4. Identify data elements for use in each filter criteria (i.e., element, data source, format) that can be used to eliminate duplicates and identify non-compliant business entities as well as delineating potential new licensee populations.

Define filtering logic for processing data. Define output data elements (i.e., elements produced by our analysis)

5. Test logic with data samples from each database source. Identify any inaccurate results or results that do not comport with desired output elements (i.e., unusable results). Make corrections to filtering logic as needed to refine data and outputs and improve accuracy and relevance.

6. Perform data runs and compile results from various data extracts. Clarify and categorize outputs based on accuracy, relevance and quality. Incorporate assumptions on fee levels to estimate lost revenue amounts.

7. Draw conclusions and chart results such as rates of non-compliance by business type, reporting status, fee status, location. Also prepare charts illustrating scope of potential licensee populations. Note areas where data was not available or of sufficient accuracy to draw reliable conclusions.

8. Prepare and present charts and narrative report to Core Team. Discuss results and project scope changes (if any).

Task 4: Develop Licensing Policy Recommendations

1. Define potential policies for registering, licensing, collecting data and fees, reporting and enforcement for new business types including but not limited to:

a. Work from home (WFH) businesses located in Redmond

b. Redmond WFH employees of non-Redmond businesses

c. Remote workers of Redmond-based businesses

d. Short term and vacation rentals

e. Collaborative and co-working spaces (and the businesses that support this)

f. Pawn brokers, tow truck operators, door-to-door solicitors, telecom providers and other businesses subject to specific regulations or that are temporary in nature

g. Contract workers residing or working in Redmond

2. Define desired regulatory and financial outcomes of each potential policy (i.e., what would compliance look like?)

3. Work with the City Attorney to determine and ensure legality of potential policies and identify any necessary ordinance changes or legal opinions to support policies.

Determine application, registration, renewal and reporting requirements. Determine enforcement mechanisms.

4. Identify any potential unintended consequences and level of public support (or lack thereof). Identify communication strategies for rolling out new policies.

5. Draft policy language and identify supporting systems and processes necessary to implement.

6. Share policy framework with City Core Team.

Task 5: Develop Recommendations to Improve Business License Compliance including Review and Approval Processes

Activities:

1. This Task 5 corresponds to, and consolidates, tasks 3 and 4 from the RFP except for KPIs which are included in Task 6.

2. Obtain and review any existing City process documentation such as process maps, KPI data, workload history, process analysis work such as the Business License Comparative Questionnaire.

3. Map existing application, registration, review, fee collection, certification, reporting, renewal, cancellation, revocation and enforcement processes such as notices and penalties for business licensing. Identify process breakdowns or inefficiencies such as excessive backlogs, chronic errors, timeliness issues, complaints. Identify process redesign ideas for mitigating breakdowns.

Include examination of public interfaces (that City controls) for licensing as well as interfaces between DoR systems and City permitting and licensing systems.

4. Prepare a staffing model (using MS-Excel) for the licensing function using City payroll data, licensing workload history, KPI data. Augment with a work distribution survey if necessary (i.e., to determine amount of staff time for licensing processes). Use model to determine FTE requirement for the City, compare to existing licensing FTEs and make recommendations for augmenting staff if necessary.

5. Document redesigned processes and staffing model and share with the City's Core Team. Make adjustments as necessary.

Task 6: Develop Reporting and Monitoring Recommendations

1. This task corresponds to task 5 in the RFP and also includes the KPI requirements of task

2. Inventory existing City KPIs for licensing. Determine reliability, accuracy, credibility and usage of existing KPIs. Identify potential KPIs (or redefined existing KPIs) that would support new or redesigned policies and processes.

Ensure that accurate data (and the supporting systems) exist to populate recommended KPIs. Discuss potential KPIs with licensing staff, budgeting staff and the Core Team members to ensure that future KPIs are credible, accurate and useful.

3. Working with City IT staff, design a reporting tool for presenting KPI data as well as workload reports, revenue reports, and reports for enforcement data such as non-compliance rates, enforcement actions taken, licenses revoked, penalties levied, waived and collected.

4. Evaluate how licensing data can be used for economic development purposes and reporting and determine indicators for business formations and closures by industry, type (e.g., WFH, collaborative workspace), location, # of employees, etc.

5. Share reporting and KPI templates and specifications with the City's Core Team. Make modifications as needed.

Task 7: Prepare Final Report

1. Prepare and deliver a briefing on preliminary recommendations and present to City's Core Team

2. Prepare a draft report that incorporates findings and recommendations for the following:

a. Licensing baseline statistics

b. Peer city comparative analysis

c. Results of compliance audit

d. Licensing policy recommendations

e. Licensing process and procedure recommendations

f. KPI and reporting recommendations

3. Present draft report to Core Team. Incorporate suggestions and edits as needed.

4. Brief City Council and Mayor on project results

5. Finalize report and issue it to City Core Team

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

BID RESPONSE

Responding To:

Bid/Project Number: RFP 10878-25

Bid/Project Title: Business License Process, Policy and Compliance Evaluation and Recommendation

Closing Date: 09/10/2025 at 2:00pm PST

Submitted By:

Name of Company Submitting Response:
strategica, inc.

Printed Name of Person Submitting Response:
David Howe

Email:
dhowe1000@gmail.com

Signature of Person Submitting Response: Signed by: David Howe 5EDF0E07AA9A4CF...

Date:
9/10/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal

Attach all pages of your response here

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

proposal title

Proposal to Provide a Business License Process, Policy and Compliance Evaluation and Recommendation

RFP No. 10878-25

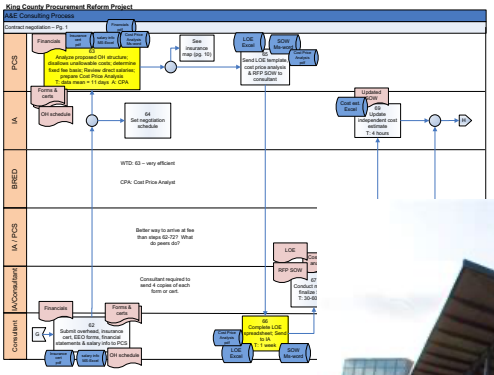
submitted to

City of Redmond

date sent

September 10, 2025

CityofRedmond
WASHINGTON



Lean Process improvement
Financial Modeling
Performance measurement
Performance Audits

STRATEGICA

strategica-usa.com

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Proposal to Provide a Business License Process, Policy and Compliance Evaluation and Recommendation

Table of Contents

Section	Page
Cover Letter	
Approach	1
Hours	8
Project Schedule	8
Project Lead and Team Qualifications	9
Subconsultants	13
Business Name	13
Business License	13
Valid Time Period	13
References	14
Work Samples	15
Cost	15

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

STRATEGICA

704 228th Ave NE #415
Sammamish, WA 98074
Tel: (425) 427-5269
www.strategica-usa.com

September 10, 2025

City of Redmond
15670 NE 85th Street
Redmond, WA 98073
ATTN: Heidi Johnson

Dear Ms. Johnson:

Thank you for considering Strategica, Inc. for your **RFP No. 10878-25 for Proposal to Provide Business License Process, Policy and Compliance Evaluation and Recommendation.** We have a long and successful history of providing high quality professional services to public agencies and special districts up and down the west coast. This includes numerous projects improving the efficiency and performance of permitting and licensing systems for municipalities in Washington State including Kirkland, Woodinville and Issaquah.

This proposal demonstrates the value we can bring to the City on this important project. Our team is local to western Washington, and has a proven track record consulting to cities, a full complement of consulting techniques and methods that can benefit the City including our experience with data mining and analysis, lean process redesign, benchmarking and policy analysis. We are also dedicated to working closely, on-site, with the City in a partnership that will yield real results.

We are always looking for an opportunity to assist municipalities and special districts in our home region. We look forward to working with the City on this important project. If you need any additional information I can be reached at:

Strategica, Inc.
704 – 228th Ave NE #415
Sammamish, WA 98074
Dhowe1000@gmail.com
Tel: (425) 427-5269

Yours truly,

David Howe
President

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Approach

We have prepared this proposed project method based on the requirements set forth in the City's RFP. We are proposing some adjustments to the task numbering, timing and content that was described in the RFP:

- Splitting up Task 2 (research) into separate tasks for the baseline analysis, comparative analysis, compliance audit and policy research. We are recommending this due to the variety and complexity of sub-tasks within this element of the project and the amount of time required for each one. Splitting it up will allow more project management focus on the individual work elements with more client check-ins.
- Combining Tasks 3 and 4 from the RFP into one task (task 5 in our scheme) addressing processes and staffing. We believe that it would be advantageous to address these at the same time as they involve similar techniques.
- Moving the KPI sub-task from Task 3 to the data reporting task (task 6 in our scheme). We recommend this as the content and purpose of the KPIs will be driven by the results of the policy and process tasks (tasks 4 and 5 in our scheme) and so should be performed afterwards.

We are, of course, open to input from the City in tailoring this approach to match the specific needs of the City.

Task 1:	**Kickoff and Establish Licensing Baseline**
Activities:	1. Conduct a kickoff meeting with the City's Core Team and initiate a working relationship. Reconfirm the project scope and discuss the needs of the City. Determine expectations on deliverable format and timing. 2. Determine calendar and format of bi-weekly check-in meetings, bi-monthly Core Team meetings and presentations to elected leaders. Note that it would be advantageous to time Core Team meetings with presentations of task deliverables. 3. Discuss access to City licensing systems and procedures for extracting data. Identify any data quality issues (e.g., missing years, corrupted or missing data elements). Meet City staff involved with report writing and data integrity. 4. Prepare and submit a detailed project workplan and gantt chart based on kickoff discussions. 5. Initiate procedures for procuring access to State and County systems (e.g., DoR, L&I, Secretary of State), utilities such as PSE and commercial business directories. Identify procedures for obtaining data extracts including confidentiality agreements.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

6. Prepare a data dictionary (or metadata) of City licensing system including data elements, tables, history, file format.
7. Define reporting specification and presentation of licensing baseline data (e.g., report parameters, calculations, chart formats, narrative format). This would include data elements such as license and UBI number, EIN, business type, SIC and NAICS code, # of employees, business location, home office location, license type, business formation date, original license date, cancellations and revocations.
8. Submit report (or data extract) request. Inspect data and note anomalies, quality issues. Refine and augment data with additional requests as needed.
9. Process data using a database management tool such as Access or MySQL. Format output and generate reports. Prepare demographic and trend analysis presentation for the Core Team.
10. Prepare charts and narrative documenting the licensing baseline and share with Core Team members. Modify project scope as needed.

Task 2:	**Peer City Comparative Analysis**

Activities:

1. Identify parameters to benchmark (e.g., city ordinances impacting business formation, location, lease restrictions, home-based businesses, remote work and WFH, short term rentals, co-work spaces, non-resident businesses and contractors). Include sampling of KPIs used by peers and online tools for communicating with licensees, enforcement mechanisms.
2. Identify survey sample, create data collection instrument and distribute to peer cities.
3. Collect, clarify and normalize benchmark data. Identify relevant comparisons with Redmond and identify interesting disparities (if any).
4. Prepare and present comparative data deliverable to illustrate findings and share with City's Core Team members.

Task 3:	**Compliance Audit**

Activities:

1. Define parameters of non-compliance based on current City policies (e.g., ordinance section, conditions that would constitute non-compliance) and parameters for expanded definitions of licensees.
2. Obtain data extracts from potential sources containing business entity records. This could include State agency databases (e.g., DoR, L&I, Secretary of State), utilities (e.g., Comcast, PSE) and commercial business directories.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

3. Define filter criteria for use in database record selection to create datasets of manageable size (i.e., how data would be selected to match compliance conditions – for example, active UBI in a State database, PSE business account, all with a Redmond address). Filters should also strip out records from unincorporated areas surrounding the City of Redmond.
4. Identify data elements for use in each filter criteria (i.e., element, data source, format) that can be used to eliminate duplicates and identify non-compliant business entities as well as delineating potential new licensee populations. Define filtering logic for processing data. Define output data elements (i.e., elements produced by our analysis)
5. Test logic with data samples from each database source. Identify any inaccurate results or results that do not comport with desired output elements (i.e., unusable results). Make corrections to filtering logic as needed to refine data and outputs and improve accuracy and relevance.
6. Perform data runs and compile results from various data extracts. Clarify and categorize outputs based on accuracy, relevance and quality. Incorporate assumptions on fee levels to estimate lost revenue amounts.
7. Draw conclusions and chart results such as rates of non-compliance by business type, reporting status, fee status, location. Also prepare charts illustrating scope of potential licensee populations. Note areas where data was not available or of sufficient accuracy to draw reliable conclusions.
8. Prepare and present charts and narrative report to Core Team. Discuss results and project scope changes (if any).

Task 4:	**Develop Licensing Policy Recommendations**

Activities:

1. Define potential policies for registering, licensing, collecting data and fees, reporting and enforcement for new business types including but not limited to:
    a. Work from home (WFH) businesses located in Redmond
    b. Redmond WFH employees of non-Redmond businesses
    c. Remote workers of Redmond-based businesses
    d. Short term and vacation rentals
    e. Collaborative and co-working spaces (and the businesses that support this)
    f. Pawn brokers, tow truck operators, door-to-door solicitors, telecom providers and other businesses subject to specific regulations or that are temporary in nature

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

g. Contract workers residing or working in Redmond

2. Define desired regulatory and financial outcomes of each potential policy (i.e., what would compliance look like?)
3. Work with the City Attorney to determine and ensure legality of potential policies and identify any necessary ordinance changes or legal opinions to support policies. Determine application, registration, renewal and reporting requirements. Determine enforcement mechanisms.
4. Identify any potential unintended consequences and level of public support (or lack thereof). Identify communication strategies for rolling out new policies.
5. Draft policy language and identify supporting systems and processes necessary to implement.
6. Share policy framework with City Core Team.

Task 5:	**Develop Recommendations to Improve Business License Compliance including Review and Approval Processes**

Activities:

1. This Task 5 corresponds to, and consolidates, tasks 3 and 4 from the RFP except for KPIs which are included in Task 6.
2. Obtain and review any existing City process documentation such as process maps, KPI data, workload history, process analysis work such as the Business License Comparative Questionnaire.
3. Map existing application, registration, review, fee collection, certification, reporting, renewal, cancellation, revocation and enforcement processes such as notices and penalties for business licensing. Identify process breakdowns or inefficiencies such as excessive backlogs, chronic errors, timeliness issues, complaints. Identify process redesign ideas for mitigating breakdowns. Include examination of public interfaces (that City controls) for licensing as well as interfaces between DoR systems and City permitting and licensing systems.
4. Prepare a staffing model (using MS-Excel) for the licensing function using City payroll data, licensing workload history, KPI data. Augment with a work distribution survey if necessary (i.e., to determine amount of staff time for licensing processes). Use model to determine FTE requirement for the City, compare to existing licensing FTEs and make recommendations for augmenting staff if necessary.
5. Document redesigned processes and staffing model and share with the City's Core Team. Make adjustments as necessary.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Task 6:	**Develop Reporting and Monitoring Recommendations**

Activities:

1. This task corresponds to task 5 in the RFP and also includes the KPI requirements of task 3.
2. Inventory existing City KPIs for licensing. Determine reliability, accuracy, credibility and usage of existing KPIs. Identify potential KPIs (or redefined existing KPIs) that would support new or redesigned policies and processes. Ensure that accurate data (and the supporting systems) exist to populate recommended KPIs. Discuss potential KPIs with licensing staff, budgeting staff and the Core Team members to ensure that future KPIs are credible, accurate and useful.
3. Working with City IT staff, design a reporting tool for presenting KPI data as well as workload reports, revenue reports, and reports for enforcement data such as non-compliance rates, enforcement actions taken, licenses revoked, penalties levied, waived and collected.
4. Evaluate how licensing data can be used for economic development purposes and reporting and determine indicators for business formations and closures by industry, type (e.g., WFH, collaborative workspace), location, # of employees, etc.
5. Share reporting and KPI templates and specifications with the City's Core Team. Make modifications as needed.

Task 7:	**Prepare Final Report**

Activities:

1. Prepare and deliver a briefing on preliminary recommendations and present to City's Core Team
2. Prepare a draft report that incorporates findings and recommendations for the following:
    a. Licensing baseline statistics
    b. Peer city comparative analysis
    c. Results of compliance audit
    d. Licensing policy recommendations
    e. Licensing process and procedure recommendations
    f. KPI and reporting recommendations
3. Present draft report to Core Team. Incorporate suggestions and edits as needed.
4. Brief City Council and Mayor on project results
5. Finalize report and issue it to City Core Team

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Project Management and Client Coordination Approach

The Strategica project management approach has been proven through extensive experience managing large projects for state and local governments and other clients. Our experience has shown that effective management is a critical success factor in a project such as this one. Careful planning, close client involvement, and thoughtful progress reporting are necessary components to delivering quality results on-time and with a high-level of client satisfaction and minimal fuss.

Project Planning

Strategica is capable of effectively managing and scheduling numerous tasks in a complex project to successfully meet project deadlines. Our project work plan and the timing of tasks and deliverables is premised on our extensive knowledge of the chokepoints that normally occur on a project such as this. Benchmarking, for example, can often take longer than anticipated because we cannot control when peer cities will respond to inquiries. Also, obtaining data extracts and clarifying the data can be time consuming. All project tasks are programmed into a gantt chart where task status is tracked every few days to ensure that each phase is on schedule.

Client Communication and Coordination

Communication with our clients is the cornerstone of our client service approach and a key factor in delivering projects on-time and within budget. At project initiation we will determine the frequency and format of status meetings with project sponsors. These discussions could include:

- Tasks completed to date
- Tasks to complete in the next reporting period (before the next status meeting)
- What is going well on the project
- Risk factors
- Proposed scope or workplan changes
- Significant findings since the last status meeting
- Status of project budget and billings

Quality Assurance

The Strategica team of consultants includes only senior level personnel with extensive experience and a track record for high quality work. The expertise of our team in itself is a major factor in ensuring the quality of the overall project. The use of client-approved workplans, pre-screened deliverable formats and acceptance criteria can ensure a smooth, on-time project that yields actionable results.

Consultant Team Coordination

The Strategica consultant team has identified David Howe as our project lead. While we encourage regular contact between client personnel and each member of our consulting team to facilitate knowledge transfer, issues related to project management, status, and administration of the engagement should be directed to Mr. Howe to ensure consistency and continuity.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Analytical Tools

For a project like this one that involves a great deal of data mining, clarification, categorization and analysis we will use proven database management tools such as MS-Access and SQL (a computer language that is useful for managing and analyzing the types of data commonly found in enterprise systems).

For analyzing and determining staffing requirements (part of Task 5) we have developed an MS-Excel based staffing model that looks at historical workloads and payroll data, current workload metrics and productivity metrics and forecasted workload variables and calculates FTE requirements. The model is user-friendly and can be used by clients after the consultants have completed their work and left.

Process analysis and redesign work is accomplished by using lean process redesign methods and tools such as process mapping templates using tools such as Vizio and Powerpoint.

Experience in Research, Data Analysis and Business License Evaluation & Compliance

The Strategica team has worked with several clients on various licensing applications including business licensing at both the State and municipal level. Often these projects were part of a larger effort that looked at all levels of licensing and land use permitting and the systems that supported it. As detailed later in this proposal, these clients included local cities like Woodinville, Issaquah and Kirkland, the State governments of Washington and California and other municipalities as far away as Philadelphia.

Our data analysis experience includes several projects that involved extracting data from enterprise systems and then organizing, categorizing and performing calculations to draw conclusions and findings on organizational performance that wouldn't be possible with the limitations of their enterprise systems. Examples of this include data mining projects for Los Angeles County, King County and several municipal clients. Often, these efforts were undertaken to determine performance metrics like process timeliness or unit cost that weren't otherwise available.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Hours

The following table shows our estimated hours by task and consultant.

Task	Description	Consultant hours: D Howe	A Ruotsala	Total hours
1	Kick off and establish licensing baseline	40	24	64
2	Peer city comparative analysis	56	24	80
3	Compliance audit	88	32	120
4	Develop licensing policy recommendations	40	32	72
5	Develop recommendations to improve licensing processes	56	48	104
6	Develop reporting and monitoring recommendations	40	32	72
7	Prepare final report	40	32	72
	Total Hours	360	224	584

Project Schedule

		Month										
Task	Description	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	Kick off and establish licensing baseline											
	Deliverables: Licensing baseline presentation & data											
2	Peer city comparative analysis											
	Deliverable: peer city comparative data presentation											
3	Compliance audit											
	Deliverable: Compliance audit charts, narrative and data											
4	Develop licensing policy recommendations											
	Deliverable: Draft policy framework											
5	Develop recommendations to improve licensing processes											
	Deliverable: Redesigned process specs & staffing model											
6	Develop reporting and monitoring recommendations											
	Deliverable: Reporting & KPI templates and specs											
7	Prepare final report											
	Deliverable: Draft report											
	Deliverable: Final report											

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Project Lead and Team Qualifications

STRATEGICA

www.strategica-usa.com

Strategica was established in 1998 to help public sector organizations survive and thrive in the face of change and opportunity. We provide international-caliber consulting and advisory services in a form that is appropriate for our government clients.

The following resumes describe the experience of the proposed consultants. Mr. Howe, President of Strategica, Inc., is a certified Lean Black Belt and holds an MBA and Mr. Ruotsala is a longstanding member of the American Institute of Certified Planners and holds a Masters degree in City Planning. Mr. Howe will be the project principal.

David Howe, President of Strategica, Inc., has over 32 years of professional management consulting experience, performing more than 93 engagements. These engagements include financial modeling, data mining, process design and also include several engagements involving various licensing programs.

Licensing and Permitting Systems

- Facilitated the creation of a new strategic plan, redesigned processes, created a staffing model matching staffing with workload forecasts, and redesigned the organizational structure of the permitting and licensing functions of the City of Lynnwood, WA
- Conducted a performance audit for the California Contractors State License Board focusing on more effective ways to license building contractors and process and investigate complaints and violations.
- Conducted a management audit of the Washington State Department of Health focusing on the medical practitioner licensing and disciplinary function.
- Conducted a program review of the California State Bureau of Automotive Repair focusing on ways to improve licensing and enforcement of licensed auto repair businesses in the State.
- Conducted a performance audit of the Washington State Department of Licensing focusing on an efficient deployment of licensing service offices.
- Developed performance measures and a reporting mechanism for professional licensing programs within the Washington State Department of Licensing.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Redesigned the permitting and licensing processes for the City of Woodinville, WA

Education

- M.B.A., Wharton Business School, University of Pennsylvania
- B.S., Business Economics, California State University

Certifications

- Black Belt, Lean Process Improvement

Professional Experience

- Strategica, Inc., President, 1998 to present
- Price Waterhouse, Director, 1989 – 1998

Andy Ruotsala brings over 35 years of industry experience improving the effectiveness of permitting, licensing and regulatory systems in jurisdictions large and small across the U.S. and Canada. He founded and grew a software company from a one-man basement startup into an industry leader for permitting, licensing, and land management software, including major customers such as Orlando, Indianapolis, and Baltimore. With personal involvement in over 130 projects, he has a unique ability to analyze department operations, regulatory requirements, system design, technology issues, and industry best practices.

Licensing and Permitting Systems

- Mr. Ruotsala worked with a team to cross match licensing records in the city of Issaquah's third-party system against B&O data from DOR, identifying businesses that were registered with DOR but not licensed by the City - and vice versa. The project identified almost 700 records that did not appear in both systems, allowing City staff to follow up with business owners, helping to recover potentially lost licensing revenue for the City.
- Contract consultant for Tyler Technologies, reviewing business licensing and e-Plan review requirements for several EnerGov clients, recommending product and process improvements to speed up issuance of business licenses and cycles of e-Plan review.
- Reviewed and improved business licensing systems in Kirkland, WA, Torrance, CA and the lower mainland of British Columbia.
- Performed business process analysis and design for a business licensing system for the City of Philadelphia. Processes for 54 different types of legacy business licenses were streamlined.
- Redesigned the land use permitting and code enforcement processes for the City of Lynnwood, WA and developed specifications for an enterprise system replacement for the community development department. Advised the City in

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	the procurement of the replacement system. • Redesigned the permitting and business licensing processes for the City of Woodinville, WA.
Education	• Bachelor of Science, Electrical Engineering, Clarkson University • Master of City Planning, University of Pennsylvania • Master of Science, Engineering (Transportation), University of Pennsylvania • Member, American Institute of Certified Planners (AICP) since 1982
Professional Experience	• AwindRow LLC, Principal, independent consultant, August, 2000 – present • Tidemark Solutions, Inc., Founder, CEO, Chairman of the Board (1984 – 1998), CTO (1998 – 2000)

In the next few pages we describe the relevant projects the Strategica team has performed. All of these projects addressed licensing and permitting systems at the State and municipal level.

City of Issaquah

Business Licensing Compliance Study

Prior to utilizing the Department of Revenue Business Licensing Service (DOR/BLS), the City of Issaquah, like many Washington cities, tracked business licensing through third-party software systems that were not directly connected to DOR/BLS databases. As a subcontractor to the City, Mr. Ruotsala worked with a team to cross match licensing records in the city's third-party system against B&O data from DOR, identifying businesses that were registered with DOR but not licensed by the City - and vice versa. The project identified almost 700 records that did not appear in both systems, allowing City staff to follow up with business owners, helping to recover potentially lost licensing revenue for the City.

California Department of Consumer Affairs - Bureau of Automotive Repair

Enforcement Monitoring

Mr. Howe was retained to act as enforcement monitor over the Bureau of Auto Repair (BAR), a division of the Dept. of Consumer Affairs. Enforcement Monitors are retained in California to act as an independent, third party monitor over consumer protection boards. This project included observing field operations such as investigations, conferences with licensees, administrative hearings, and complaint mediation. The consultant also reviewed closed cases (both settled and adjudicated) and compared outcomes and procedures to established disciplinary guidelines and due process standards. The consultant also conducted extensive legal research to evaluate proposed statutory and procedural changes to the disciplinary process.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

City of Carlsbad, CA and Los Angeles County Department of Public Works (DPW)
Business Licensing Process Review

Mr. Ruotsala worked with City of Carlsbad to review business licensing application, review, issuance, and renewal procedures, to recommend changes to speed up licensing and reduce staff time requirements. While several recommendations resulted in product enhancements to EnerGov, the City also recognized and eliminated process bottlenecks outside of the EnerGov system.

City of Woodinville
Permitting/Licensing Operational Analysis

Messrs. Howe and Ruotsala were retained by the City of Woodinville to evaluate the organization and operations of the City's departments of Development Services and Public Works as it relates to land use permitting and business licensing. The consultants analyzed historical data to determine turnaround times, evaluated the organizational structure of the permitting and licensing function, analyzed work processes and how City staff use IT systems and tools. The consultants also benchmarked the City against a sample of peer cities to compare workloads, staffing, organization and performance levels. The consultants also created a workload and staffing forecasting tool that will allow the City to forecast future staffing needs. Recommendations focused on process improvements, customer service enhancements (especially for non-development professionals), staffing enhancements, and improvements to IT systems and GIS.

California Contractors State License Board
Transition Review

Mr. Howe directed a Transition Review of the Board's licensing, testing, enforcement, and education functions. After conducting an initial risk assessment, detailed fieldwork produced several recommendations for consideration by the new management team of the Board. Recommendations included instituting a complete set of performance measures, establishing new workload standards for investigators, devoting more resources to solving the more complex cases, and implementing effective ways to make key laws, procedures and regulations available to the far-flung Licensing Board staff.

Washington State Department of Licensing
Development of Performance Measures

Strategica, Inc. worked with staff from two program areas of the Business and Professions Division of the Department of Licensing: real estate licensing and security guard licensing, to develop a system of performance measurement. The tasks included selecting and specifying measures, identifying data sources, testing the availability of the necessary data, and developing reporting formats. The end products included measures for these two programs, prototype guidance for measures for other Division programs, and training and facilitation materials.

City of Lynnwood, Development and Business Services
Organizational Design, Process Redesign, Staffing Study

Messrs. Howe and Ruotsala worked with the management of the City of Lynnwood and its Department of Business Services (DBS) on a project to restructure the Department. DBS is the community development and building permitting agency within the City and also handles economic development and business licensing. DBS had been afflicted with significant turnover and a crisis in customer service and confidence.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Strategica worked with the City and DBS to develop a one-page strategic blueprint for DBS, restructure the agency eliminating hard siloes and numerous vacancies, right-sized the staffing to deal with the workload, modernized code enforcement practices and developed specifications for a new enterprise permitting system.

Subconsultants

Awindrow LLC, subcontractor to Strategica, Inc., is a Gig Harbor-based consulting firm that specializes in permitting and licensing systems and processes. Awindrow and Strategica have teamed up on multiple projects in the past. Please refer to the previous section for details on Awindrow's professional experience.

Strategica, Inc. may also subcontract for data mining and analysis work as needed but these costs will be borne as an internal expense and the City will not be charged. We have various resources available for this work and the appropriate resource will be selected once the specific nature of the task is determined.

Business Name

Strategica, Inc. was established as a Washington sub-S corporation in 2001. Our offices are in Sammamish which is from where the project will be managed. Mr. David Howe, President of Strategica, will serve as our point of contact. He can be reached at:

Strategica, Inc.
704 – 228th Ave NE #415
Sammamish, WA 98074
Dhowe1000@gmail.com
Tel: (425) 427-5269

Business License

Strategica, Inc. will be pleased to register a business license with the City of Redmond prior to contracting for this project.

Valid Time Period

This proposal shall be valid for a period of 60 calendar days.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

References

The City of Redmond is welcome to contact the following references regarding the quality of our work and ability to communicate results:

Kevin O'Neill
Assistant City Manager
City of Woodinville
17301 133rd Ave NE
Woodinville WA 98072
206-867-4233
KevinO@ci.woodinville.wa.us
Messrs. Howe and Ruotsala worked with the City to determine appropriate staffing levels and redesign key work processes in their permitting and licensing function.

David Kleitsch
Director, Economic Development
City of Lynnwood
20816 44th Ave W, Suite 230
Lynnwood, WA 98036
office: 425-670-5042
dkleitsch@lynnwoodwa.gov
Messrs. Howe and Ruotsala worked with the City to determine appropriate staffing levels and organizational structure, redesign key business processes and develop an RFP for a new permitting/licensing system for the City's development permitting and licensing function.

Brian Moura
Senior Advisor - Finance & Economic Development at Regional Government Services Authority
Former Assistant City Manager, City of San Carlos
650-995-6249
bmoura8@comcast.net
Mr. Ruotsala worked with the City of San Carlos to identify permit review and service delivery issues in the Community Development Department and implement an automated permitting and licensing system for the city.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Work Samples

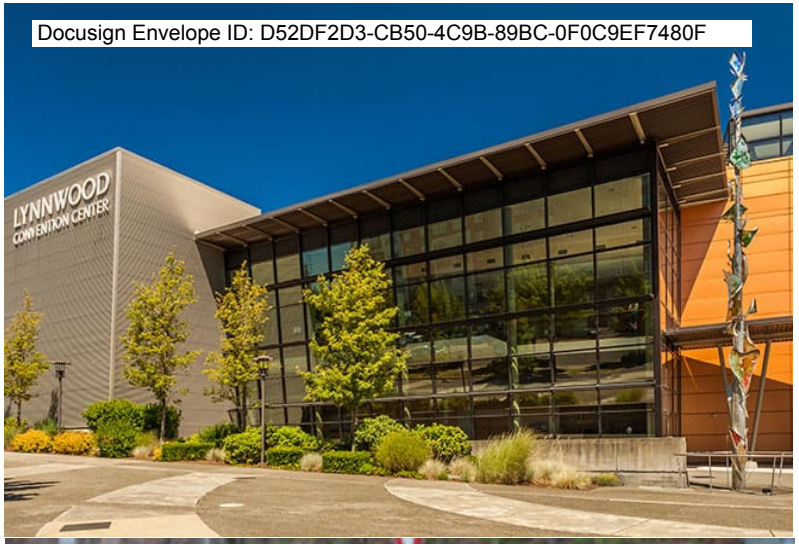
We have submitted two work samples as separate PDF documents that demonstrate our ability to perform technically demanding process and data analysis, policy formation and support and communicate project results.

Cost

The following table shows our proposed budget for the project broken down by consultant and task and our not-to-exceed estimate. This amount includes all expenses. We do not bill separately for expenses.

Task	Description	Consultant hours: D Howe	Consultant hours: A Ruotsala	Total hours
1	Kick off and establish licensing baseline	40	24	64
2	Peer city comparative analysis	56	24	80
3	Compliance audit	88	32	120
4	Develop licensing policy recommendations	40	32	72
5	Develop recommendations to improve licensing processes	56	48	104
6	Develop reporting and monitoring recommendations	40	32	72
7	Prepare final report	40	32	72
	Total Hours	360	224	584
	Rate	$250	$250	
	Extension	$90,000	$56,000	
	Total Project Cost	$146,000		

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F



City of Lynnwood
Development & Business Services

Process Review and Improvement Project

Final Report

June 19, 2020

LYNNWOOD
WASHINGTON

STRATEGICA

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Process Review and Improvement Project

Table of Contents

I. Executive Summary 1

II. What Work Was Done 6

III. What should be the DBS strategy? 7

Recommended strategic plan 10

Recommended performance and outcome measures 10

IV. How should DBS be organized and how many staff will be needed in the future? 11

Recommended organizational structure 13

Recommended staffing 16

V. What should be the future enterprise permitting system of DBS? 18

Status of the current system 18

Secure, On-line Public Portal 20

Automated Review Routing and Electronic Plan Review 21

Mobile Field Inspection Applications 23

Digital Document Storage 24

Geographic Information Systems (GIS) 25

Network Infrastructure 26

VI. How should work processes be improved? 28

End-to-end permit intake, routing, review, inspection and finalizing 28

Paperless Parallel Processing with Electronic Plan Review 29

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Table of Contents

Field Inspection Hardware/Software 30

Development Agreements 31

Land-Use Application Processing 33

Long-Range Planning 34

Business Licensing 35

Code enforcement 37

Rental unit regulation 39

Appendix A – Adopted DBS strategic plan 43

Appendix B – Recommended DBS Performance Measures 46

Appendix C – Recommended DBS Organizational Structure 55

Appendix D – Demo scripts ..... Under Separate Cover

Appendix E – Implementation Outline ..... Under Separate Cover

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

I. Executive Summary

The City of Lynnwood has undertaken an efficiency study for process and organization improvements at Development & Business Services (DBS). DBS consists of four independent departments:

- Community Development Department (Administration, Planning, Permitting and Inspecitions)
- Office of Economic Development (Economic Development and Tourism)
- Public Works (Development Engineering), and
- Fire Marshal's Office (South Snohomish County Fire)

This efficiency study has been undertaken in response to negative feedback regarding services provided at DBS.

Background

The City has been reviewing the organizational management structure of DBS, functional processes, and the customer service culture since 2017. This effort is a work in progress. To help expedite the process, the firm of Strategica, Inc. was retained in the summer of 2019 to evaluate the structure of DBS, formulate a new strategic plan, and improve the automated systems and processes of the various functions.

Lynnwood has a Community Vision, adopted by City Council in 2009 and reaffirmed in 2015, to be a regional model for a sustainable, vibrant community with engaged citizens and an accountable government. In 2018, a Strategic Plan covering the period of 2018 to 2022 was prepared to compile priorities, objectives and strategies deemed to be of the highest importance. The top prioriteis for 2018-2022 are:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

1. Fullfill the community vision for the City Center and Lynnwood Link light rail
2. Ensure financial stabilty and economic success
3. Nurture operational and organizational excellence
4. Be a safe, welcoming and livable city
5. Pursue and maintain collaborative relationshieps and partnerships

The situation at DBS was seen as an impediment to achieving the Community Visision and implementing the Strategic Plan.

DBS Strategic Plan

While the City has a Community Vision and a Strategic Plan, DBS itself was operating without a strategic plan. Although the management and staff at DBS were operating with apparent strategic goals in mind, they were not articulated or necessarily aligned with the broader City vision. To address this situation, Strategica, Inc. first worked with DBS managers and then sought input from staff on documenting the strategic plan direction for DBS. Five DBS strategic goals evolved from this process:

1. Create a positive culture for applicants
2. Build systems, processes and codes to work smarter and more efficiently
3. Develop staff expertise and a culture to address Lynnwood's future growth
4. Enhance quality of life through implementing the Lynnwood Comprehensive Plan
5. Attract businesses and development partners to succeed in Lynnwood

The entire DBS Strategic Plan was documented on one page so that DBS staff can quickly instill a unified direction and incorporate these goals into their daily activities. These goals will be achieved and supported by specific strategies and tactics. The DBS Strategic Plan can be viewed in **Appendix A** and associated performance measures for tracking progress are found in **Appendix B**.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Organizational Structure

In the summer of 2019, the organizational structure of DBS reflected an organization in transition. Nearly a third of the staff positions were either filled in an interim status, vacant, on leave, or staff were working out of class. This was due to significant turnover during the first half of 2019.

The organizational structure was also characterized by hard siloes, whereby the various functions within DBS involved in the core processes of handling development, building permit applications and business services were placed in separate City departments with no overall management of the processes.

In addition, DBS had not evolved its portfolio of skills and expertise to reflect an increasingly mixed-use urban environment that included more complicated projects. This evolution will become more critical in the future as Lynnwood becomes integrated into the Sound Transit light rail system and transit-oriented development (i.e., more dense, mixed-use development, pedestrian oriented) comes on line. In addition, the structure of DBS lacked sufficient administrative support or management/technical support.

The recommended DBS organizational structure (shown in Appendix C) resolves these problems and achieves unified command over all DBS functions, especially core building permit processing. The new structure reflects the strategic goals of DBS and clearly shows where accountability for these goals is placed within the organization. The new structure strengthens functional areas critical to the future growth of Lynnwood, and addresses the issues of staff vacancies, interim appointments and staff working out-of-class. Finally, the new organization structure adds critically needed managerial and technical support positions. This new structure reflects a net addition of 7 positions to DBS.

Permitting Process System

The existing permitting process system, was originally installed 11 years ago. It has never been fully implemented and has been incorrectly used over the years by staff that was insufficiently trained. The

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

importance of a permit processing system to track the "life-cycle" of a permit is critical to organizational efficiency. The City should either re-install the system from scratch or evaluate and install a different software product through an open procurement process.

The most important feature in any future permitting process system is a workflow function that expedites and tracks planning cases, the processing of permit applications, business licenses and code enforcement cases. In addition, peripheral software applications such as electronic plan review, an online public portal, mobile inspection tools, geographic information system (GIS), and digital document storage should be part of the selected enterprise permitting system.

The most critical process at DBS is the processing of building permits given the volume of permits and fees involved. New processes should be implemented and facilitated by a new permitting system that features parallel reviews, workflow technology, digital plans and drawings, and automated tools for inspections.

Code Compliance Activities

The Community Vision and Strategic Plan speak to the quality and character of Lynnwood. Achieving these priorities can be supported through code enforcement. While DBS does a good job of achieving compliance for most cases, there needs to be new procedural and legal tools for dealing with serious conditions such as derelict houses and junk cars. In addition, with 43% of the City's housing stock consisting of rental units, Lynnwood needs to design and implement a program for ensuring that these housing units are safe, meet code and do not deviate or detract from community standards.

Achieving Planning and Policy Outcomes

In the effort for efficient processing of building permits, effective planning and economic development functions may be overshadowed. There is a big difference between efficiently processing applications and achieving the goals and policies of the Community Vision and the Strategic Plan. While tracking

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

desired outcomes to be achieved through policies and development agreements is essential, specific performance measures and efficiencies are not as easily identified as with permit processing. Achieving the successful implementation of plans, policies, and related projects, however, should be tracked in the permit process system to monitor and evaluate progress.

The following pages present the findings and recommendations for the Development and Business Services efficiency study prepared by Strategica, Inc.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

II. What Work Was Done

This project was begun in August 2019 as the result of changes at Development & Business Services (DBS). DBS had acquired a negative reputation in the business and development community for heavy-handed regulation, slow turnaround times and unhelpful customer service. In February 2019, staff turnover at DBS provided the opportunity to install new management, and mandate process improvements and organizational change. Several new hires were made at DBS in an effort to improve the level of customer service, make Lynnwood a friendlier place to do business while staying faithful to the Lynnwood Municipal Code, and fulfilling regulatory responsibilities. Lynnwood sought the advice of outside experts in organizational development, process improvement and permitting systems to make impactful changes at DBS. This report is the product of that effort. The recommendations contained herein will result in a more efficient, mission-driven organization that helps to fulfill the policy objectives of City leaders.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

III. What should be the DBS Strategy?

A strategic plan is a plan for achieving impactful changes in an organization whether those changes be improved products, services, improved financial performance, policy goals realized, etc. All of these outcomes should result in achieving the mission of an organization. Strategies are different from tactics in that strategies have higher payoffs and bigger benefits that are directed at bigger problems or opportunities. Tactics, in contrast, are designed to achieve specific strategies and are more immediate in time. All organizations have a strategic plan whether it's explicit and written down or is just a general, unspoken understanding of what needs to be done to achieve the mission. It is easier to communicate and track performance of a well thought out and documented strategic plan, which is what Strategica, Inc. was asked to do at DBS.

The future strategy of DBS will be driven by attention to building a positive culture for staff and applicants; building new and enhanced permitting systems, processes and codes; build up skills and staffing to respond to address future growth patterns in Lynnwood; and attracting new development and business partners

What was the existing strategy at DBS?

DBS did not have a documented strategic plan in August 2019 when Strategica, Inc. started this project. In 2018, initial efforts were made by DBS staff to document a strategy. Some goals were documented for each operating unit within DBS but no strategies or tactical-level actions were defined.

A DBS mission statement dating from 2018 was documented by Community Development in the City budget:

"We strive to ensure our City is the safest, most livable and sustainable community in the region"

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

This mission statement is limited in perspective and does not embrace a future for process improvements and customer service through proactive change.

The City itself does have a strategic plan that has been in place since 2018 which includes several vision statements and strategic priorities that involve DBS. These statements and priorities are incorporated into the DBS strategic plan that was created as part of this project.

Performance measures and targets to achieve the 2018 DBS mission statement are included in the biennial City budget but are not monitored on an ongoing basis. These measures and targets are separated by DBS departments. In addition, very little data is available for effective monitoring and management of DBS processes and outcomes. The current permit processing system is not configured to easily and consistently generate this data and cannot generate reliable management information for monitoring performance and mission achievement. These factors prevent regular assessments of efficiencies and effectiveness.

What problems or opportunities were identified for DBS that a strategic plan would address?

Based on interviews with DBS staff, City officials, and members of the development and business community, Strategica, Inc. identified several key issues that should be addressed by a strategic plan and the other components of this Process Review and Improvement Project. Key issues and opportunities requiring a strategic-level response included:

- An outdated, error-prone, user unfriendly permitting system that had not been properly configured when originally installed in 2012, had never been fully implemented and put into production, and in which the DBS staff had lost confidence.
- A longstanding reputation of DBS for poor customer service, long turnaround times for permits, non-responsiveness and heavy-handed regulation, which had become a hindrance to attracting new investment into the City.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Although the City had begun a well-received organizational revamp at DBS that included hiring new managers, transitioning from the less helpful managers and staff, and changing attitudes and customer service standards, there remained vacant positions, staff working out of class, and managers in interim appointments that needed to be addressed. In addition, the City has been undergoing significant redevelopment and is poised to be further transformed by the impending arrival of Sound Transit light rail. DBS does not have all the technical or professional expertise to handle this change. Outdated zoning designations, land use codes, development standards, and code enforcement do not match the emerging development that is occurring.

What is going to be the DBS strategic response to these problems and opportunities?

DBS managers met in December 2019 and developed a strategic plan that incorporated these five strategic goals:

1. Create a positive culture for applicants
2. Build systems, processes and codes to work smarter and more efficiently
3. Develop staff expertise and a culture to address Lynnwood's future growth
4. Enhance quality of life through implementing the Lynnwood Comprehensive Plan
5. Attract businesses and development partners to succeed in Lynnwood

From these goals, specific strategies were defined to drive implementation of the goals. DBS staff were given an opportunity to review the draft plan and suggest enhancements prior to adoption of the DBS strategic plan. The full plan can be viewed in **Appendix A**. It is a focused one-page document identifying the most important DBS goals and strategies.

How will DBS know if the mission and strategic plan are realized?

DBS managers have adopted a roster of performance measures to monitor strategic implementation and operational efficiency. These measures include:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Measures of efficiency such as turnaround times:

- Response time to customer calls and email inquiries
- Plan review and inspection turnaround times
- Code enforcement case resolution time

Outcome measures such as:

- Permit applicant satisfaction index (an existing measure)
- Percent of City area covered by improved design guidelines
- Value of construction and public infrastructure in designated development zones

The entire roster of performance measures can be viewed in **Appendix B**

Recommendation III.1 – Continue to implement the new strategic plan (**Appendix A**) by making it part of managerial goal setting and performance review criteria, ongoing DBS managerial meetings, reporting to City Council and the Mayor, and monthly DBS All-Hands meetings.

Recommendation III.2 – Initiate the daily, monthly, semi-annual and annual monitoring of DBS performance using the measures in **Appendix B**. Ensure that configuration of a new permitting system include reporting tools and queries that generate regular, periodic data to populate the measures. Use the measures as part of managerial goal setting and performance review criteria.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

IV. How should DBS be organized and how many staff will be needed in the future?

In this section, the structure of DBS is examined, recommendations to streamline and focus the structure are offered and, using data-driven empirical models, we identify how many staff will be needed in the future to accomplish the goals and work of DBS.

The DBS management structure reflects significant recent turnover, a high percentage of unfilled positions and interim appointments, and a lack of unified command. Although the current management is working hard to rectify these problems, the City should adopt a sweeping reorganization and staff right-sizing.

The structure of any organization is a key tool to achieving the organization's mission. In this light, the organizational structure should be thought of in the same way as the permit process systems, policies, work processes, strategies, and the staff; all of these are tools or enablers for mission achievement. A well-designed structure should clearly delineate accountability for the organization's strategic goals, facilitate easy communication between staff, and facilitate efficient work processes and transfers of information.

In this section, we examine the structure of DBS, offer recommendations to streamline and focus the structure and, using data-drive, empirical models, we identify how many staff will be needed in the future to accomplish the goals and work of DBS.

What is the Current Structure of DBS?

The current structure of DBS is consistent with an organization that has been undergoing rapid and significant changes and turnover. Several long-term staff transitioned out of DBS in early 2019 leading to several vacancies, unfilled management positions, interim appointments and managers and staff working out of class. In addition, DBS is not a unified City department with unified command over all the staff, processes, and policies. Rather, it is modeled more like an agency with separate departments responsible for various functions. Specifically, as of November 2019:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- 28% of the organization had been impacted by turnover.
- Of 6 mid-management positions at DBS; 2 were vacant, 1 was filled on an interim basis and 3 were filled permanently. Management vacancies still exist for the Permit Counter (the main point of contact with the public) and the Planning unit (which is filled on an interim basis).
- Of 36 total positions in DBS, 10 were vacant, serving as interim status, or on leave. There have been some new hires since April 2019.
- The DBS structure is characterized by siloes and the apparent chief executive of DBS, who leads Community Development and Economic Development, does not have direct managerial control over certain parts of the organization. The Public Works staff (that review private infrastructure development permits) and the Fire Prevention staff (that review fire building permit applications) report to outside entities: the Public Works Department, and the South Snohomish County Fire and Rescue Regional Fire Authority, respectively. Thus, there is no unity of command within DBS. Proposals for bringing the private development review function of Public Works under the control of DBS are being discussed. However, the Interlocal Agreement between the City and the Fire Authority memorializes this dis-unity of command for fire prevention services.
- All DBS staff except for 1 are engaged in line activities (i.e., involved directly with core DBS functions). There are only two management or admin support positions and one of those was on leave until recently. The other admin support position reports to the Fire Authority.
- Until recently, technical specialties in the planning unit reflected a suburban built environment rather than an urban built environment (e.g., high densities, multi-modal transportation, more complex design and construction techniques that are typically associated with transit oriented development or TOD).
- Staff resources are primarily focused on plan review and inspection; with limited resources provided to planning, policy, economic development, and business support services.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- The structure features narrow spans of control (ratio of subordinates to manager) throughout DBS except at the Permit Center where it is 1:5; elsewhere it is 1:4 or less.
- There is currently no structure or staffing at DBS that analyzes the financial, budgetary or management operations or permit systems of the agency and assists top management. Consequently, these crucial tasks are done inconsistently.

What are the Current Staffing Levels at DBS?

Current staffing levels within DBS were established in the City's 2019-2020 Adopted Biennial Budget at 19 funded positions, no change from 2018. No empirically or data-based staffing model was in use for determining optimal staff levels based on workloads, performance or policy goals. The use of overtime is minimal within DBS although, as mentioned before, several funded positions have been vacant for quite some time. As an example of the amount of turnover experienced within DBS, 20 different people (not positions) worked on permit review and inspection functions (including Public Works and Fire Authority) during the 2019 calendar year, however, as of February 2020, only 13 of those remain with DBS.

The proposed structure for DBS eliminates siloes, focuses accountability for strategic goals, consolidates managerial control over all DBS functions and critical processes, adds technical and managerial support positions and adds skill sets that will be necessary to address future development trends in Lynnwood.

Strategica developed a workload and staffing forecast model that looked at historical workloads, how staff spend their time, and forecasted population growth to determine optimal staffing levels. In the future, as a new permitting system is configured and put into production, there should be sufficient performance data (specifically permit and inspection turnaround times) to refine this model to accurately forecast staffing needs in DBS in the future.

Recommendation IV.1 – Implement a new organizational structure that will have the following features:

- Unity of command for all DBS functions (including those handled by Public Works and the Fire Authority),

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Pinpoint accurate accountability for the strategic goals embedded in the recommended strategic plan,
- Reasonable spans of control
- Elimination of the hard siloes that currently exist in DBS,
- Sufficient staffing of the right type and expertise to guide the community planning (i.e., long term) efforts of the City,
- Sufficient admin support for line staff and management,
- Unified, seamless, consolidated and close-up oversight of the key work processes at DBS (e.g., application intake to Certificate of Occupancy and everything that happens in-between),
- Sufficient staffing to address planning, policy, economic development, and business development services.
- Permanent appointments for the current management positions filled on an interim basis,
- A strengthened and expanded code enforcement function, and
- Two positions dedicated to management, financial and budget analysis and permit system applications support for DBS.

This recommended structure is shown in **Appendix C**. Specific implementing actions include:

1) Create new positions and hire for:
    a) Planning Technician (needs new classification as well)
    b) Management analyst
    c) Applications Analyst

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

d) Deputy Director, Permitting Services (designate this person as Building Official)

e) Two Combo Plans Reviewer/Inspector

f) Two admin assistant or Sr. Finance Spec positions

g) One Business Development Manager

2) Reclassify/Rename positions:

a) Rename Building Official to Deputy Director, Permitting Services

b) Rename Planning Manager to Community Planning Manager

c) Rename Economic Development Director to Economic Development Manager

d) Reclassify one existing permit tech position as an Administrative Assistant

3) Fill currently budgeted positions for:

a) Permit Counter Supervisor

b) Senior Planner (w/ 50% Transportation Focus)

c) One code enforcement officer

4) Eliminate positions:

a) Existing vacant Assistant Building Official (funding used for new Deputy Director, Permitting Services)

b) Existing contract inspector (use funds for a permanent position)

5) Transfer supervisory responsibility to the Deputy Director, Permitting Services:

a) Private development public works (renamed Development Engineering). This should be facilitated by executing an Inter-Departmental Agreement between Public Works and

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

DBS. The Public Works Director has prepared a draft agreement that serves as a good model.

b) Fire Marshall permitting staff. This should be facilitated by amending the existing Interlocal Agreement, Exhibit A, Section I.A so that the Director of DBS as delegated by the City will "Direct the management and supervision of personnel performing the Services" provided by the Fire Authority.

c) Explore co-locating DBS with other city departments to achieve organizational adjacencies and efficiencies.

Recommendation IV.2 – Based on the strategic and policy needs of the City and DBS and the results obtained from the Workload and Staffing Forecasting Model, right size the staffing level of DBS by creating and filling a net of 7 new positions within DBS as follows:

1) Create positions and hire for:
   a) Planning Technician (needs new classification as well)
   b) Management analyst
   c) Applications Analyst
   d) Deputy Director, Permitting Services (option to designate this person the Building Official)
   e) Two Combo Plans Reviewer/Inspector
   f) Two admin assistant or Senior Finance Spec positions
   g) Business Development Manager
2) Eliminate two existing positions:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

a) Existing vacant Assistant Building Official (funding used for new Deputy Director, Permitting Services)

b) Existing contract inspector (use funds for a permanent position)

Recommendation IV.3 – Analyze the staffing needs of DBS in the future using the Workload and Staffing Forecasting tool developed by Strategica. This model (an Excel-based tool) was provided to DBS staff in March 2020. The model should be updated annually with the population growth projections for the City.

The model calculates workloads and staffing requirements for the permit review and inspection and permit counter areas based on those population projections. In future years, time-based performance data from the new permitting system should be analyzed to calculate permitting turnaround times (based on the recommended performance measures from this report). The Workload and Staffing model can be modified so that the difference between current and targeted turnaround times can be programmed into the model and staffing needs can be calculated to close the gap (if any) between those current and targeted performance levels. The City may need to contract with a consultant to re-program the model for those purposes.

Staffing needs for planning, policy, economic development, and business development are not easily measured by a data-driven workload and staffing forecast tool. These functions serve to attain outcomes and benchmarks that achieve the community vision and strategic goals. The regular assessment of outcomes and benchmarks related to the community vision and strategic goals will track progress and serve to determine the resources required.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

V. What should be the future permit software system of DBS?

This chapter covers the permit process systems of DBS. The permit process system is the backbone of the organization that should track all activity and transactions from over-the-counter permits to long range community planning products that are implemented over years. In addition, this chapter discusses key peripheral applications. Topics covered include:

- Status of the current system and what to do about it
- Secure, On-line Public Portal
- Automated Review Routing and Electronic Plan Review
- Mobile Field Inspection Applications
- Digital Document Storage
- Geographic Information Systems (GIS)
- Network Infrastructure

The existing enterprise permitting system, the EnerGov system, was originally installed 11 years ago and has never been fully implemented and has been misused over the years by under-trained staff. The City should either re-install EnerGov from scratch or install a different software product through an open procurement process.

What is the Status of the Current Enterprise Permitting System Used at DBS?

The City has been using the EnerGov permit management system from Tyler Technologies for eleven years. EnerGov was originally installed to replace Accela PERMITS Plus, a legacy system that was no longer supported by the vendor. EnerGov is a server-based product hosted at the City Hall data center and managed by the City's Information Technology Department.

The EnerGov installation does not serve the needs of DBS. The following reasons lead to this conclusion:

- Staff who implemented EnerGov are no longer with the City and much of the background rationale and information about configuration decisions and design have been lost through staff changes over the years.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Some application types were never implemented (such as Development Agreements); and others have not been fully configured. For example, the workflow feature, a crucial element of a functional permitting system, has never been fully configured or put into production mode. For practical purposes, the EnerGov system is mostly functioning as a card file and word processor to generate and archive permits.
- Some design elements retained from PERMITS Plus impose extra work on DBS staff. For example, Building Permits must be entered as an EnerGov "plan" application type, after which separate "permit" cases (e.g., a building permit) are created for issuance and inspection. This situation is complex, confusing, and inefficient.
- Training on EnerGov for DBS staff has been inconsistent and incomplete, especially for new hires.
- City IT provides one staff person to support EnerGov via a system of support tickets submitted to IT to request changes and address issues with the software. DBS staff report that response times from City IT on many issues is slow and the backlog of tickets is approximately 300 items. A ticket list this extensive is more typical of a system in the first year or two of implementation, not a mature installation.
- DBS staff and IT efforts to reconfigure and improve EnerGov were hobbled a year ago, when a key DBS staffer left temporarily on extended leave.
- There is a deep lack of trust of EnerGov among DBS staff, given the lack of training, periodic software crashes, slow performance, gaps in functionality, and backlog of support issues.
- Historical data is severely corrupted due to null records, forced transactions, and general misuse of the system.

Recommendation V.1 - The City should scrap the existing EnerGov permitting process system configuration and either rebuild the EnerGov system (including permit, license, land use application and code enforcement configuration as a new installation to incorporate more complete and efficient processes needed by DBS in today's business

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

environment), **OR** the City should replace the existing EnerGov system with a new permit system that can provide the required functionality. The choice to rebuild or replace should be based on evaluation of proposals and demos from vendors under Request For Proposal (RFP) 3178, currently in procurement. The design of application types, workflow processes, fees, forms, and other system configuration elements should follow the structured requirements outline in **Appendix E**. The City should retain change management or configuration services familiar with the selected software to install and configure the software to match the structured requirements shown in **Appendix E**, and to train DBS staff on proper use of the software. The DBS application support position will assist in this process and the on-going use of the system.

Peripheral applications that should support the permitting process system are discussed below.

Secure, On-line Public Portal

A permit system that provides a secure, on-line, public portal, available 24/7 will provide customers with access for submitting applications, checking status, paying fees, uploading and downloading documents, printing permit forms, scheduling inspections, and other tasks. An effective, self-service portal also substantially reduces staff time needed to process applications, compared to interacting with customers at the permit counter on many applications.

EnerGov includes a Customer Self-Service (CSS) on-line portal capability and can be configured to accommodate any permit, license or plan application. The City has configured and made available on CSS several simple application types that don't require plan submittal and review. Recently, however, the ability to submit applications via this portal was suspended on CSS because:

- Applicants became confused and chose the wrong application type at the start, requiring DBS staff to manually back out erroneous applications and refund fees.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Applicants sometimes created duplicate contact records for contractors, electricians, plumbers, and other licensed trades people who were already in the system, again requiring DBS staff to manually clean up contact records.

CSS continues to allow customers to check application status, pay fees, and schedule inspections.

Recommendation V.2 - The future enterprise permitting system should include a secure, on-line public portal that allows customers to perform all required tasks associated with the entire lifetime of an application, from beginning of an application through final approval, as described in RFP 3178 and as shown in scripts for vendor demos (see **Appendix D**). Particularly important for achieving the City's goal of going paperless, is the ability to upload/download digital plans and other documents for projects of any size, via the portal, instead of submitting paper plans and documents. Accommodations should also be made for "mom and pop" applicants, who have no ability to create digital plans. This may be achieved by providing a PC kiosk at DBS and scanning small paper plans for a nominal fee.

Automated Review Routing and Electronic Plan Review

Virtually all applications for permits, business licenses, and land use approvals, plus certain code enforcement cases, require routing plans, drawings or other submitted documents to one or more departments within the city, and occasionally to outside agencies, such as Snohomish PUD, Alderwood Water, and the Snohomish County Health Department. The only exception is certain minor "over-the-counter" permits (e.g., certain plumbing permits) that don't require plan submittal.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

EnerGov supports automating the routing of plans and documents to reviewing personnel (a concept known as workflow) but it has been only partially implemented. As a result, most staff continue to use their own tracking spreadsheets, paper logs sheets, and clipboards to track which reviews are required, who has signed off, and when a permit is ready to issue. These paper logs, clipboards and spreadsheets defeat a key purpose of using a permitting process system, which is to expedite the flow of documents, facilitate faster turnaround times, and keeping applications from falling through the cracks.

After tracking reviews with external spreadsheets, Microsoft Word documents, and paper logs, DBS staff update the application status after the fact in EnerGov. These workarounds slow the issuance process, consume large amounts of staff time shuffling paper in a sequential review process, and result in a highly siloed environment separating departments. More efficient parallel (i.e., simultaneous) review of plans by multiple departments is rendered impossible because paper plans are available to only one reviewer at any given time.

The most important feature in any future enterprise permitting system is a workflow function that expedites and tracks the processing of permit applications, planning cases, business licenses and some code enforcement cases.

DBS recently installed Bluebeam, an electronic plan review application that allows reviewers to examine and mark up plans and drawings without resorting to paper documents. EnerGov supports interaction with Bluebeam electronic plan review software, but only a few reviewers perform reviews in Bluebeam. Such digital plans are received as email attachments and manually loaded as documents into EnerGov. Most plan review is still done on paper plan sets. This process is inefficient and does not take full advantage of electronic permitting capabilities. While a few DBS staff are proficient in using Bluebeam from previous jobs, most staff have received little or no training in Bluebeam.

Recommendation V.3 – Ensure that the future permitting process system supports automated notification, review routing, and electronic plan review as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). The system should be configured to include standard automated routings and plan review steps (Workflow) that allow

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

multiple departments and reviewers to simultaneously review and mark up plans and other digital documents submitted through the portal. The system should allow:

- adding and deleting routing steps as needed to handle unusual review situations.
- automated consolidation of markups, comments, corrections, and notes into a single correction or comment letter or memo to be sent electronically via the portal to contacts associated with the application.
- each reviewer to apply and "burn in" digital approval stamps and other notations to appropriate pages in the electronic plans and documents.
- applicants to download marked-up and approved versions of digital plans and documents through the portal.
- applicants to upload requested corrected plans and other submittals at the correct stage of the review process.
- insertion and/or replacement of single PDF plan pages into multipage plan sets.

DBS staff need to be thoroughly trained in working with automated review routing and whichever electronic plan review software is selected.

Mobile Field Inspection Applications

Providing connected software for inspectors to do their work in the field is essential to the success of the future permitting process system. The City currently uses EnerGov IG Connect field inspection software on Apple iPads. Inspection requests from applicants and contractors are made on the CSS portal or in the main EnerGov program, after which they are assigned and downloaded each day to each inspector's iPad. Inspectors can pull up a given inspection request, note corrections, approve or fail an inspection, capture digital signatures of the inspector and recipient of the inspection, and send an automated email with inspection results to the contractor and other contacts in minutes from the field.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

This reduces the amount of office work an inspector must do at the end of the day and customers appreciate getting inspection results quickly.

Some inspectors have had the following issues with IG Connect:

- At locations with poor or no cell service, inspectors cannot complete inspections. When cell service is available, previously unrecorded results may not be updated correctly in the main database.
- Contractors often request additional inspections while meeting with an inspector at the job site, but inspectors cannot add new inspections in the field, on top of those previously scheduled for the day.

> **Recommendation V.4 –** Ensure that the mobile field inspection component of the future enterprise permitting system replicates capabilities used by DBS inspectors today and include capabilities as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). In particular, the future system should include two important capabilities to remedy issues with the existing system:
>
> - Ability to work reliably and update accurately in areas with poor or no cell service, by automatically storing results and updating the back-end database when a cell connection is available.
> - Ability to add new inspections while out in the field.

Digital Document Storage

DBS staff create, access, file, and store thousands of pages of plans, specs, reports, memos, and other documents while processing applications and permits. Most large-format plan drawings are still handled in paper form during the review process, with plan storage on shelves and in bins or file cabinets. After finalizing a permit, one set of approved plans is boxed with other plans and sent to

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

records management at City Hall for scanning, indexing, and archiving on the Application Xtender document management system. Reports, memos, spreadsheets, and other small-format Microsoft Office documents created during application processing are stored by individuals who have to remember to manually upload files to department network share drives and/or local hard drives.

This fragmented storage of both large- and small-format documents requires additional staff time to handle paper, risks loss of key documents stored in department network share drives, and risks losing track of documents stored on local hard drives.

Archiving only a portion of a file's documents on Application Xtender requires the additional cost and time to scan paper and could make potentially important documents unavailable in the future.

> **Recommendation V.5 –** The future permitting process should support cloud-based document storage capabilities associated with all permit and application types as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). The future system should facilitate easy saving of all large- and small-format documents from within an application workflow, instead of saving to a network shared or local hard drives. This will encourage saving critical documents in this centralized location. Records Management may choose to selectively download certain digital documents to Application Xtender for public records requests **OR** members of the public conducting record searches for permit information could access permit information directly from the future enterprise permitting system via the on-line portal or other portal user interface.

Geographic Information Systems (GIS)

Considerable GIS technology and data layers are potentially available to DBS staff, through extensive existing ESRI licenses of both ArcGIS Pro desktop and ArcGIS Online. Details are included in **Appendix E**. Planning staff are the primary users of GIS data and use GIS to review locations associated with Planning

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

applications, produce vicinity maps, and generate lists for mailing labels for public notices. Despite the wealth of available GIS software and data, DBS staff utilization of GIS is extremely low. It has been hampered for months by periodic crashes loading ArcGIS Pro on HP laptops recently acquired for Planning staff. Recent investigations suggest a time-out problem with a legacy ArcSDE server and not the laptops themselves. GIS is supported by only one individual in IT.

Recommendation V.6 – The future permitting process system should support GIS capabilities associated with all permit, license, and application types and code enforcement as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). These capabilities should include:

- generating mailing labels, hearing notice postcards, and lists of properties within a certain radius of a land use application.
- Creating ad hoc polygon boundaries of multiple parcels (and fragments of parcels) associated with complex projects. This would allow identifying permits, land-use applications and their requirements related to complex project boundaries by clicking and drilling down from a map.
- Providing public access to up-to-date GIS data in a "What's in my Neighborhood?" portal page.

Network Infrastructure

The City's network infrastructure is vital for any future permitting process system to function in a fast, reliable manner. This network infrastructure currently includes:

- One gigabit/sec (GB) fiber connects all buildings across the city.
- Each workstation is equipped with a 1GB network interface card; each network closet has a new Cisco Meraki GB switch.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Wave Communications currently provides a 1GB internet connection with a secondary internet connection through Frontier Communications at City Hall. IT is transitioning that Frontier service to a second discreet WAVE internet service, allowing a transition to the backup internet without changing external IP addresses. That project is scheduled to be completed by late spring.
- A single Cisco model 4150 core network switch at City Hall has become a bottleneck for network traffic with the addition of additional security and traffic cameras, VOIP traffic, and other hardware requiring substantial bandwidth. This has resulted in complaints from DBS staff about slow network response using EnerGov and dropped calls on the agency phone system.
- Two new Cisco model 9500 core switches with substantially increased capacity are scheduled for installation when the hardware arrives from the manufacturer (in China).
- The change from the internally-hosted EnerGov system to a potential cloud-based system will increase demands for bandwidth, especially for electronic plan documents retrieved from cloud-based storage.

Recommendation V.7 – The City's IT Department should constantly monitor network traffic and bandwidth demand from the new permitting process system, set automatic notifications to IT staff when issues occur, and quickly make repairs and adjustments at the core switches and other hardware to maintain bandwidth for DBS. In the event that a cloud-based permitting system is chosen, network performance recommendations from the software vendor should be provided and maintained for all DBS users

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VI. How should work processes be improved?

This chapter discusses the key work processes of DBS and ways to make these processes more efficient, reduce turnaround times, achieve better outcomes and realize the strategic goals of DBS that address work processes. The chapter covers these processes:

- End-to-end permit intake, routing, review, inspection and finalizing
- Paperless Parallel Processing with Electronic Plan Review
- Field Inspection Hardware/Software
- Development Agreements
- Land-Use Application Processing
- Long-Range Planning
- Business Licensing
- Code enforcement for derelict houses
- Code enforcement for junk vehicles
- Rental unit registration and inspection

The most critical process is the processing of building permits given the volume of permits and fees involved. New processes should be implemented, facilitated by a new permitting system that feature parallel reviews, workflow technology, and using digital plans and drawings, and automated tools for inspections.

End-to-end Integration of Permit intake, routing, review, inspection and finalizing

DBS should provide for "life-cycle" review of permit applications from initial intake, through application review, final approvals, and archiving. End-to-end processing integration should encompass everything from customers being able to submit any type of application using a self-service on-line portal, through automated routing to staff who need to review, comment, and approve, to public hearings where required, to issuance of the permit or approval back to the applicant via the portal, to scheduling and managing inspections and final approvals in the field. Integration should also document projects approvals that arise through development agreements and impact fee requirements. Such integration should help to remedy the currently siloed, sequential series of largely manual workflows in DBS, supplemented by manually updated spreadsheets, Word documents, and

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

paper log sheets, with the permit system serving as little more than an electronic "card file" system to record a few key dates and actions after the fact.

Partial, incomplete efforts have been made to achieve end-to-end integration in EnerGov, using the EnerGov Customer Self-Service (CSS) public portal for application submittal on the front end and IG Connect field inspections at the end of the process. Application submittal using CSS has been postponed due to applicant confusion in choosing the correct application type and creation of duplicate contact records. IG Connect functions moderately well, except when cell service is poor or non-existent.

> **Recommendation VI.1 –** In considering an RFP for a future permitting process system, the City should look for the best end-to-end integration suite of tools offered by a vendor. Where a vendor's solution incorporates some third-party products and services (such as electronic plan review, report writers, GIS, field inspection software, cashiering, etc.) that link with a vendor's main system, seamless integration is particularly important. One example to consider is how well a third-party electronic plan review application integrates with a) the on-line portal to send and receive digital drawing files, b) automated creation and sending of correction notices, and c) storage of digital documents related to the permit or land-use application.

Paperless Parallel Processing with Electronic Plan Review

In order to speed up reviews, all types of permits, licenses, and applications that require reviews by multiple agencies and staff should be reviewed in parallel, allowing multiple reviewers to perform their review tasks simultaneously. However, the current process features each reviewer looking at paper plans and drawings before handing them on to the next reviewer. Using paper makes it impossible to achieve parallel reviews which are much quicker and efficient. Instead of marking up paper, modern electronic plan review software allows all staff to access the same set of digital plans and other documents to add digital markups, corrections, notes, and stamps. A modern system should also expedite issuance of correction letters and incorporating updated plans and drawings.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

In addition to building permits, all planning and land-use applications should use this technology to review digital plans, consultant reports, staff reports, hearing decisions, and other documents. Furthermore, it is imperative that all DBS staff in Building, Planning, FMO, Public Works, Business Licensing, Economic Development, and Code Enforcement have thorough training to become as proficient in the use of the electronic plan review software as they are with Microsoft Word and email.

Recommendation VI.2 – Make sure that the following key functionality is integrated with the future permitting process system, to facilitate parallel, paperless processing:

1. Self-service on-line portal to allow applications to be filed along with managing the submittal of digital plans and documents
2. Automated routing for staff review to keep the review process moving
3. Electronic plan review app to allow simultaneous review and mark-up of digital plans
4. Markups and corrections noted on the digital plans should automatically flow into correction letters that are automatically emailed to the applicant
5. The system should send an automated correction letter to the applicant and allow the applicant to retrieve the marked-up plans through the on-line portal. The applicant should resubmit, via the portal, only the pages from the plan set that have been corrected, and the system should facilitate inserting the corrected pages into the full plan set for the next round of plan review. The system should automatically assign a version number to plans used in each round of plan review

Field Inspection Hardware/Software

Virtually all types of permits, licenses, land-use applications, and code enforcement require field inspections to verify compliance with codes and conditions of approval as a project is built out or violations are resolved. Inspections prescribed by approval of a permit or land-use application are

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

typically requested by contractors and applicants using the on-line public portal. Ad hoc inspections may be performed at any time by staff to check on-going compliance.

Speedy posting of complete, accurate inspection results immediately from the field benefits contractors by alerting them to required corrections and allowing work to move ahead quickly when each stage of inspection is approved. Inspectors also benefit by completing each inspection at the job site, with little or no follow-up or paperwork to be done at the end of the day.

> **Recommendation VI.3 –** Acquire, install and implement a field inspection application and associated hardware that is compatible with the future permitting process system. Field inspection hardware should be compatible with the Cisco Meraki Mobile Device Management (MDM) standard adopted by IT. The field inspection software should accommodate a range of inspection tasks across the six main groups of the DBS organization: Building, Fire Marshal, Public Works, Planning applications, Business Licensing, and Code Enforcement. The system should be able to schedule prescribed inspections for Building, Fire, Planning and Public Works, plus ad hoc inspections not requested by the applicant for all groups.

Development Agreements

DBS Economic Development staff pursue policies and projects that address the vision and strategic goals of the community. Development Agreements are negotiated agreements between the City and a developer to clarify both the scope and timing of new development and to provide a consolidated approval framework for large projects. No fees are collected by the City, under the assumption that increased tax revenue from the development will more than offset the lost permit revenue.

Development Agreements (DAs) are currently done manually, on paper and with Microsoft Word and Excel, with no data entered in EnerGov and no system workflow to assist processing. The final negotiated Development Agreement is recorded on the subject property with the Snohomish County

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Auditor's Office. This memorializes the agreed-upon duties and responsibilities of both parties and is intended to transfer the requirements to new owners in the event the property is sold.

DAs may interact with other land-use approvals over wide areas of the project for years or decades to come. It is imperative that they be tracked in the future permitting system so their provisions may be easily accessed during future application review. Staff do not consistently monitor long-term compliance with the provisions of individual Development Agreements but should do so in the future using timed reminders programmed in the permitting system.

Development Agreements often span multiple parcels and encompass multiple street addresses; they should be mapped in GIS so staff can locate and drill down into the provisions from a map, even if addresses and parcel boundaries change in the future.

Recommendation VI.4 – Tracking Development Agreements would enable identification and tracking of outcomes achieved. The following should be included as an application type in the future permit processing system:

1. Include automated workflow with electronic plan review to speed up review and approval,
2. Include links to GIS (linked to polygonal geographical project extents) to map the potentially complex assemblage of parcels and addresses encompassed by the DA,
3. Incorporate on-line document storage to allow present and future staff full access to all documents (including the final recorded agreement) to track requirements and compliance during the lifetime of the DA, and
4. Include the ability to set alerts for site visits, conditions of approval with specific follow-up dates, and periodic inspections scheduled in the future system.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Land-Use Application Processing

Requirements for processing land-use applications, holding hearings, and issuing decisions are governed by the Lynnwood Municipal Code (LMC). The LMC sets forth six decision-making processes (note that the LMC no longer defines a "Process V" so that number is skipped in the following text):

- Process I – Public Hearing and decision by Hearing Examiner
- Process II – Administrative decisions appealed to the Hearing Examiner
- Process III – Administrative permits review process
- Process IV – Decision by City Council after Review by Planning Commission
- Process VI – Appeals of administrative decisions to the Hearing Examiner
- Process VII – Appeals of decisions by the Hearing Examiner to City Council

Noticing, hearing, and decision requirements in the LMC are slightly different from one decision-making process to another, complicating staff work in processing applications. For example, the hearing notice for a Process I (Hearing Examiner) application must be sent at least 20 days prior to the hearing, but the Notice of Impending Decision for a Process III (administrative) application must be sent only 14 days before. Process I notices must be mailed to property owners within 300 feet, but Process III notices must be sent to 300-foot radius property owners and to occupants/tenants of multiple-tenant buildings and mobile home parks within the same radius as well.

Planning staff have identified potential changes to the LMC to create more common procedural requirements, while still preserving the existing tiers of review (Administrative, Hearing Examiner, Planning Commission, and City Council).

LMC 1.35.080 provides for process consolidation of two or more applications, where the applications would follow different processes if done separately. For example, a Short Plat is normally a Process III admin decision, but if a Variance is required (Process I – Hearing Examiner), the combined application would be heard by the Hearing Examiner.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Efficiencies should be identified and implemented to improve the process for applicants and the community.

Recommendation VI.5 - Retain a code consultant to work with Planning staff on potential changes to the LMC. Strategica also recommends that the implementation of the future permitting system not be held up waiting for LMC code changes to be made. In our experience, code changes sometimes take much longer than originally anticipated and most modern permit software systems have configuration tools that allow changing workflow processes that may result from any likely code changes.

Recommendation VI.6 – Configure the future permitting system so that application combinations are entered as separate applications, grouped as a "project" in the system, with the higher-process application designated as the primary application.

Often overshadowed by the rush to churn out building permits, effective long range planning can be the difference between just another anonymous suburb and a place with unique amenities and character. Long range planning products should be processed and tracked the same as building permits in the new enterprise permitting system.

Long-Range Planning

Planning functions in DBS include both "current planning" (review of land-use applications) and "long-range planning" (preparation and maintenance of area and neighborhood plans, critical areas, transportation planning, and other activities that are not site-specific). While most of the focus of the permit processing system is on applications handled in current planning, DBS should track long-range planning polices and projects in the permitting process system. Like permit applications, long-range planning policies and projects involve multiple reviewers, production of documents, scheduling of meetings and hearings, and occur within project boundaries (such as neighborhoods and critical areas) that can be delineated in GIS. Being able to view and drill down into a long-range planning projects on a map would enrich decision making and help avoid possible conflicts where future land-use applications and permits fall within that planning project boundary.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VI.7 – Long-Range Planning should be included as an application type in the new system to provide staff with the same automated tools as they use for processing land-use applications and permits. Automated workflow should be used to track and schedule staff reviews, meetings, preparation of documents and reports for neighborhood, Planning Commission, and City Council hearings. The boundaries of the long-range planning project should be mapped in GIS, and all documents should be stored electronically for present and future staff to access. Because this would be an internal application type, no application would be available to the public on the on-line portal. This process would enable identification and tracking of outcomes achieved by adopted plans and policies.

Business Licensing

Starting in November 2019, the State Legislature mandated that all Washington municipalities process business license applications, issuances, and renewals on the Business License System (BLS) developed and operated by the State Department of Revenue (DOR). This mandate has provided some efficiencies for the customer and the licensing process. However, there are aspects of the licensing system that should be improved or that resulted in additional work for DBS staff:

- Instead of routing regulatory business license reviews electronically to affected city departments, routing is done manually using a spreadsheet and email.
- DBS must monitor reports from the State BLS system for licensees that are paid late and send a letter or invoice to collect a late fee, as is presently done on 551 accounts as of 2/7/2020. The State does not collect such late fees for the City.
- DBS must manually send out Occupancy Fee letters and invoices to collect alcohol fees from full-service restaurants because they are not included in BLS.
- DBS manually monitors accounts on the State termination report (115 account terminations at present) to see if the businesses are actually terminated or still doing business in Lynnwood.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- DBS must follow up on 3,726 accounts that the State shows as doing business in Lynnwood that have never filed for a City business license before.
- DBS must follow up on 380 accounts that have not renewed their business license through BLS.
- BLS customer service to businesses at times is not very helpful, referring calls back to the City.

The City has become the de-facto fee collection agency for the DOR because the State does not attempt to collect any overdue business license fees. If a business fails to renew on BLS, the State sends two reminder notices, but if the business fails to respond, the State simply closes the account and refers the account to the City for collection. Also, the City is responsible for collection of all other regulatory non-State-related fees for businesses such as garbage collection, establishments serving alcohol, and body scrub parlors. The City must follow up by verifying if the business is still open and send collection letters for overdue amounts.

After three months on the State program, it is apparent that revenues are down primarily because the State prorates City license renewal due dates to coincide with the business license fee due dates on the State licenses. This process does not coincide with how Lynnwood previously issued business licenses on an annual basis making it more difficult to forecast and budget City fee revenue.

Lynnwood is evaluating other cities to learn from their experience and identify best practices. For example, Kirkland has seen a revenue loss after the first three months due to proration and sending of collection letters. They also have the same equivalent license volume administered. However, Kirkland has 1.5 staff FTEs for business license administration which is 0.5 FTE greater than Lynnwood. Kirkland's collection ordinance also allows them to go back and collect delinquent fees for three prior years plus penalties and one year forward. This process has resulted in over one million dollars of additional collections. Lynnwood could collect close to $500,000 if similar changes were implemented.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

There is currently no automated way to update Business Licensing records in EnerGov, based on changes in BLS. Without hand-keyed manual updates, data in EnerGov will become increasingly out of date and less reliable.

Recommendation VI.8 To maintain up-to-date information on licensed businesses in Lynnwood, the City should pursue periodic data updates of license data from BLS and create methods to import BLS data into the future permitting process system.

Recommendation VI.9 The City should implement changes to the LMC and department procedures to allow back billing for unpaid fees and penalties for up to three years back.

Recommendation VI.10 Ensure that the future permitting system includes a business license module to register all businesses in the City of Lynnwood, independently of licensing under the State BLS. This would include downloading BLS data to keep the Lynnwood data up to date, automated routing for departments to review new applications, and billing capabilities for following up on unpaid renewals and additional fees for businesses such as garbage collection, establishments serving alcohol, and body scrub parlors.

Recommendation VI.11 As reliable licensing volume data is available, DBS should budget for sufficient staff to handle manual processing tasks associated with business licensing tasks not handled by the State BLS.

The DBS code enforcement does a good job of achieving compliance for most cases but needs new procedural and legal tools for dealing with derelict houses and junk cars.

Code Enforcement

The code enforcement unit within DBS is currently comprised of one staffed Code Enforcement Officer (CEO) position and one additional vacant CEO position. The unit closes approximately 500 cases per year although that number varies from year to year. The majority of cases are investigated, mitigated and closed within 180 days. As of February 2020, 8 cases (comprising 13 separate violations) had been open beyond 180 days. Of these 13 outstanding violations, 6 were for

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

houses that were unsafe to occupy or junked vehicles on private property but visible from the street. The oldest case (a derelict house) has been on the books for more than three years. Despite the best efforts of the Code Enforcement unit, these cases linger due to uncooperative property owners or difficulties in finding responsible parties.

In some of the outstanding derelict house cases, the responsible property owners were recently deceased, and the heirs are difficult to track down or are not cooperative or competent. In some junk vehicle cases, it can also be difficult to track down registered vehicle owners to obtain cooperation in removing the vehicles or the property owners may not agree to remove the vehicle. Usually, these junk vehicles have some scrap value and once title is made available, it is relatively easy to have them towed away and sold. But if the vehicle is on private property and title is not available, it requires the cooperation of the property owner in the absence of a warrant.

Legal remedies are available to the City to mitigate these conditions; however, these remedies are difficult to undertake since they often require a warrant from Snohomish County Superior Court. Thus far, the Code Enforcement unit has not been able to obtain adequate legal support from the resources currently available. The current code enforcement process relies on informal persuasion and fines to motivate compliance, which is eventually effective in most cases. However, for the most egregious cases, more intensive methods, including legal discovery tools and litigation, are required.

If the City opts to improve the code enforcement process, further study will be needed to identify specific recommendations, which may include additional staffing to handle the informal persuasion code enforcement tactics while other staff are following up with more egregious violations and litigated cases.

In the same way that “life-cycle” permit processing integration can help expedite permits and land-use applications, Code Enforcement can benefit from such integration. This would involve the public using the on-line portal to enter complaints (anonymously or not); automated workflow among code

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

enforcement officers, planners, inspectors, and other staff; creation of routine forms such as the Notice of Violation; tracking inspections and site visits; maintaining lists of property owners, tenants, complainants, property managers, etc.; and keeping an extemporaneous log of everything that's transpired with the violation, in the event that stronger civil and/or criminal actions must be taken.

Rental Unit Regulation

The City should also address the fact that 43% of the housing stock in Lynnwood are rental properties (this includes apartments). Cities with such high proportions of rental units are adopting rental unit registry and inspection programs to maintain their housing stock and property values and ensure that rental units are maintained to code and incorporate life safety measures such as smoke and carbon monoxide detectors. Tenants are often hesitant to report code violations for fear of landlord retribution. A proactive registry and inspection program addresses this problem by making inspection mandatory rather than just based on complaints.

Recommendation VI.12 – The City should hire and fill the existing vacant Code Enforcement Officer position and assign each officer geographically-based territories (e.g., South Lynnwood, North Lynnwood).

Recommendation VI.13 The City should choose a software solution that supports Code Enforcement with the ability to receive complaints via the on-line portal, conduct automated workflow and creation of routine notices, enter inspection results and site visits in the field, and track all the parcels, addresses, and people involved with code enforcement cases.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VI.14 – Strengthen the process for mitigating derelict houses to include a stronger litigation component and a new cost recovery procedure under the authority of RCW 35.80. This would include:

1. Retain contract legal services focused on code enforcement to initiate litigation on difficult derelict house cases to obtain abatement warrants through Snohomish County Superior Court to mitigate the blight (i.e., demolition).

2. Recover the abatement cost (typically demolition which can amount to $50,000 or more) through a Special Assessment on the property to recover the costs through property tax collections, or a tax foreclosure and sale if necessary. RCW 35.80.030 (1)(h) provides that:

   "…amount of the cost of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the board or officer, shall be assessed against the real property upon which such cost was incurred…"

   And that

   "…county treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year…"

This unoccupied house on 200th St SW is literally collapsing, constitutes a blight and a safety hazard and needs to be demolished

RCW 35.80.030 also specifies the due process protections that may be afforded the property owner. If adopted into ordinance by the City, these protections will require the City to serve notice to all interested parties (RCW 35.80.030 (1)(c)) of the violation and an order to mitigate (up to and including demolition).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

3. Provide additional due process protection to property owners by utilizing the City's contracted hearing examiner to hear appeals to abatement orders.

Recommendation VI.15 – Expedite the process to remove junk vehicles that incorporates issuance of the initial infraction within 30 days of initial contact with the property owner. Second infractions should be issued after 60 days of initial contact if the vehicles have not been removed.

Recommendation VI.16 – Implement a Rental Unit Registry (RUR) program in the City for purposes of encouraging preventive maintenance of rental units, protecting the interest of vulnerable tenants (e.g., low income, disabled) that may be resistant to lodging complaints with their landlords, and maintaining the housing stock and property values in the City. The RUR should be administered by the Code Enforcement Unit of Development and Business Services and should incorporate the following features:

With 43% of the City's housing stock rented out, the City needs to design and implement a program for ensuring that these housing units are safe, meet code and do not deviate or detract from community standards.

1) **Scope of Program.** The program should apply to any housing unit available for long term rental. Exemptions may include short-term rental (Air BNBs), hotels & motels, government-owned or subsidized rental housing (Section 8), owner-occupied rental housing (e.g. owner lives in one-half of a duplex or the property owner rents out a room), and properties built within the past five years.
2) **Rental Unit Registration.** Registration should be renewed annually. A detailed process and fee study is warranted to ensure the fees are accurate and defensible.
3) **Registration requirements.** The registration should include contact info to identity the property owner and insurer. For property owners located out-of-state, the registration should require a Snohomish County contact that will accept legal notices and Notices of Violations. Registration should require a property owner to agree to expedited authority of the City to abate nuisances and blight with less due process (e.g., hearing officer appeal is final) and at owner's expense, and that all outstanding code violations be cured before annual certificate is issued. The registration certificate should include an inspection guide listing

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

criteria used in quadrennial inspections. Finally, the Certificate cannot be transferable if the property is sold.

4) **Inspections.** Inspections should be required within a specific term, such as every four years, and accelerated to annually for rental units with violation history of 5 or more violations in any one calendar year. Inspections should be noticed beforehand to both the property owner and the tenant so a property owner has a chance to clean up potential problems.

5) **Inspections Fees.** The initial inspection should be free to encourage compliance. If violations are found that need to be corrected and re-inspected, fees could be charged.

6) **Initial Inspections.** At the RUR program inception, DBS should assign all registered units to four zones. Each zone should be inspected during one of the first four years. DBS could also phase it in by age of building – oldest units first, or properties with a history of code violations. An inspection and new registration should also be triggered by a change in ownership.

7) **Mitigation.** A property owner should be given specific timelines to correct both non-life threatening and life-threatening violations. A follow-up inspection should be scheduled based on the highest-scoring (most serious) violation (30 days if no life-threatening violations).

8) **Program staffing.** Rough estimates show that the program would require approximately 2,000 inspections per year. Assuming an inspector could handle 4 to 6 inspections per day, this would require 1.5 to 2 inspector FTEs. An additional FTE may be required to handle the administrative tasks of registrations, accounting, processing violations, etc. for a total FTE count of 2.5 to 3. The exact number of positions should be determined once program specifications are finalized.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix A – Adopted 2020-22 DBS Strategic Plan

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Goal 1 – Create a positive service culture for applicants

Tactics

a. Hire and retain people with a customer service mentality
b. Simplify (or communicate simply) our processes so applicants can understand them
c. Provide customer service training for DBS staff
d. Provide recognition and rewards for good customer service
e. Shorten turnaround times (while still meeting our regulatory responsibilities)
f. Define and track customer service metrics

Goal 2 – Build systems, processes and codes to work smarter and more efficient

Tactics

a. Implement a new user-friendly, DBS-wide permitting system that facilitates accurate data, 24/7 access and workflow data sharing
    1. Align work processes with the capabilities and functions of the new system
    2. Streamline permit types and supporting processes
    3. Obtain continuous training in the software functionality for DBS staff
b. Streamline and untangle our codes and regulations
    1. Eliminate duplicative sections and resolve conflicts
    2. Modernize regulations to address projected development patterns
    3. Make it easy for applicants and businesses to access and understand
    4. Streamline the zoning code

Goal 3 – Develop staff expertise and a culture to address Lynnwood's future growth

Tactics

a. Identify the expertise, qualifications and skills we need
b. Determine how many staff we need and hire up to that level

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

c. Create an organizational structure that promotes accountability for results and fosters a cohesive, positive culture
d. Train our people in customer service and technical expertise for their success
e. Update and/or create new job descriptions that match DBS needs
f. Provide staff the flexibility to work with applicants to identify solutions and solve problems
g. Track performance to ensure accountability to our mission and strategy

Goal 4 – Enhance quality of life through implementing the Lynnwood Comprehensive Plan

Tactics

a. Track implementation of the current Comprehensive Plan
b. Gear up for the 2023 update of the Comprehensive Plan and make it simpler and more accessible
c. Develop plans through meaningful public engagement
d. Implement fair and equitable code enforcement
    1. Build a system allowing us to expeditiously process the tougher cases

Goal 5 – Attract businesses and development partners to succeed in Lynnwood

Tactics

a. Explore and adopt programs to promote new business formation and expansion
b. Partner with the Lynnwood Chamber and other business organizations for economic vitality
c. Change public perception on how friendly it is to do business in Lynnwood
d. Promote tourism, visitor spending and hotel stays
e. Prioritize and facilitate development of projects for community benefit
    1. Quantify and communicate the benefit to the community

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix B – Recommended Performance Measures

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Performance Measures

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Permit Counter								
1	Average calendar days between final inspection and closeout	energov or replacement	subtract julian date of final inspection from closeout date for all permits closed out during month. Calc mean of all elapsed times	final inspection logged	permit closed out	monthly	permit counter supervisor	shorten turnaround times
2	Average calendar days between plan submittal and completeness check	energov or replacement	subtract julian date of submittal from completeness check for all plans deemed complete during month. Calc mean of all elapsed times	plans submitted	completeness check	monthly	permit counter supervisor	shorten turnaround times
3	Average call hold time	ACD	Calc mean of all hold times on incoming calls during the day	incoming call	call answered	daily	permit counter supervisor	positive service culture
4	Average time to respond to emails	?	subtract julian date of email received from date of response for all email responses during month. Calc mean of all elapsed times	email received	email answered	daily	permit counter supervisor	positive service culture
Code Enforcement								
5	Average calendar days, complaint to initial inspection	energov or replacement	subtract julian date of complaint received from initial inspection date for all complaints received during month. Calc mean of all elapsed times	complaint logged	initial inspection logged	monthly	Building Official	expeditious processing of code enforce cases
6	Average calendar days, Initial inspection to forced compliance	energov or replacement	subtract julian date of initial inspection from closure date for all forced cases closed during month. Calc mean of all elapsed times	initial inspection logged	forced compliance case closed	monthly	Building Official	expeditious processing of code enforce cases
7	Average calendar days, Initial inspection to voluntary compliance	energov or replacement	subtract julian date of initial inspection from closure date for all voluntarily resolved cases closed during month. Calc mean of all elapsed times	initial inspection logged	voluntary compliance case closed	monthly	Building Official	expeditious processing of code enforce cases
8	Percentage of cases resolved through forced compliance	energov or replacement	# of forced compliance cases closed during month divided by all informal+voluntary+forced cases closed during the month	N/A	forced compliance case closed	monthly	Building Official	fair & equitable code enforcement
9	Percentage of cases resolved through voluntary compliance	energov or replacement	# of voluntary compliance cases closed during month divided by all informal+voluntary+forced cases closed during the month	N/A	voluntary compliance case closed	monthly	Building Official	fair & equitable code enforcement
10	Percentage of cases resolved through informal measures (door hangars, etc.)	energov or replacement	# of informally resolved compliance cases closed during month divided by all informal+voluntary+forced cases closed during the month	N/A	informally resolved case closed	monthly	Building Official	fair & equitable code enforcement
11	# of cases unresolved longer than 365 days	energov or replacement	subtract julian date of initial complaint or observation from current date. Sum # of cases where elapsed time is greater than 365	initial inspection logged	N/A	monthly	Building Official	expeditious processing of code enforce cases

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Plan Review & Inspection (building/public works/fire)								
12	Average # of calendar days from plan submittal to completion of all reviews by Department (building, public works, FMO)	energov or replacement	subtract julian date of plan submittal from date of last finished review for the cycle for all applications where all reviews are complete during month. Calc mean of all elapsed times	plans submitted & logged into system	last review completed per cycle	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
13	Average # of calendar days per review (review assigned to correction letter/pass) by Department (building, public works, FMO)	energov or replacement	subtract julian date of plan submittal from date of each finished review for all applications where at least one review was completed during month. Calc mean of all elapsed times	review assigned	each review completed	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
14	Development: Average calendar days from request to inspection: Commercial (by Department (building, public works, FMO))	energov or replacement	subtract julian date of inspection request from date of inspection for all completed commercial inspections during month. Calc mean of all elapsed times	inspection request received	inspection results logged in	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
15	Development: Average calendar days from request to inspection: Residential (by Department (building, public works, FMO))	energov or replacement	subtract julian date of inspection request from date of inspection for all completed residential inspections during month. Calc mean of all elapsed times	inspection request received	inspection results logged in	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
16	# of plan review cycles by Department (building, public works, FMO)	energov or replacement	sum the number of review cycles for each application sorted by reviewing department	review assigned	review completed	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Planning								
17	Average # of calendar days to issue notice of complete application or request for additional information	energov or replacement	subtract julian date of application received from date of notice of complete application/request for additional info issued for all applications where a notice was issued during month. Calc mean of all elapsed times	Application received	Notice of complete application request for add'l info issued	quarterly	Planning Manager	RCW 36.70B.070
18	Average # of calendar days to post public notices	energov or replacement	subtract julian date of notice of complete application from date of public notice posting for all applications where a public notice was posted during month. Calc mean of all elapsed times	Notice of Complete Application issued	Public notice posted	quarterly	Planning Manager	shorten turnaround times (while meeting regulatory reqts)
19	Average # of calendar days to send first round of comments to applicant	energov or replacement	subtract julian date of public notice posted from date comment letter was sent to applicant for all applications where comments were received. Calc mean of all elapsed times.	Public notice posted	Comments sent	quarterly	Planning Manager	shorten turnaround times (while meeting regulatory reqts)
20	Average # of calendar days to issue notice of decision	energov or replacement	subtract julian date of conclusion of testimony or notice of impending decision from date of notice of decision issued for all applications where a notice was issued during month. Calc mean of all elapsed times	conclusion of testimony (hearing examiner) or notice of impending decision (admin cases)	Notice issued	quarterly	Planning Manager	RCW 36.70B.080
21	Average # of round of comments sent to applicant	energov or replacement	Divide total number of rounds of comments by the number of applications receiving comments	decision made		quarterly	Planning Manager	statistical

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Business licensing								
22	Average # of calendar days between application and submittal of approval to WA DOR	State system	subtract julian date of license application from date approved application submitted to DOR for all licenses submitted to DOR during month. Calc mean of all elapsed times	Application received	Approved application logged into DOR system	monthly	Building Official	shorten turnaround times (while meeting regulatory reqts)
23	Average # of calendar days between regulatory license application and approval	energov or replacement	subtract julian date of regulatory license application from date approved for all licenses approved during a selected time period. Calc mean of all elapsed times	Application received	Approved license	As needed	Building Official	shorten turnaround times (while meeting regulatory reqts)
Economic Development								
24	applicant satisfaction index	survey monkey tool	% of applicants expressing target level of overall satisfaction	N/A	N/A	semi-annual	Econ Dev Director	positive service culture

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Input/Output Measures

DBS Input/Output Measures - Proposed				
Org Unit/Measure		data source	reporting frequency	responsible party
Permit Counter				
1	# of plan submittals by permit type	energov or replacemnt	monthly	permit counter supervisor
2	# of counter visits	TBD	daily	permit counter supervisor
3	# of phone call	ACD	daily	permit counter supervisor
Code Enforcement				
4	# of complaints	energov or replacemnt	monthly	Building Official
5	# of inspections	energov or replacemnt	monthly	Building Official
6	# of cases closed	energov or replacemnt	monthly	Building Official
Plan Review & Inspection (building/public works/fire)				
7	# of plans reviewed by permit type	energov or replacemnt	monthly	Building Official
8	# of reviews by permit type	energov or replacemnt	monthly	Building Official
9	# of inspections by permit type	energov or replacemnt	monthly	building Official
10	# of permits issued by type	energov or replacemnt	monthly	building Official
11	# of review hours by permit type	energov or replacemnt	monthly	building Official

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

DBS Input/Output Measures - Proposed				
Org Unit/Measure		data source	reporting frequency	responsible party
Planning				
12	# of projects that use planned action ordinance	TBD	Annual	Planning Manager
13	# of formal partnership contacts (e.g., ST, AHA, HART, Edmonds School District)	TBD	Annual	Planning Manager
14	Amount/types of public outreach for projects	TBD	Annual	Planning Manager
15	# of public notices issued	energov or replacemnt	quarterly	Planning Manager
16	# of notices of decision issued	energov or replacemnt	quarterly	Planning Manager
17	# of complete applications received (RCW 36.70B.080)	energov or replacemnt	quarterly	Planning Manager
18	# of of complete applications received during the year for which a notice of final decision was issued before the deadline established	energov or replacemnt	quarterly	Planning Manager
19	# of applications received during the year for which a notice of final decision was issued after the deadline	energov or replacemnt	quarterly	Planning Manager
20	# of applications received during the year for which an extension of time was mutually agreed upon by the applicant and the city	energov or replacemnt	quarterly	Planning Manager
21	# of notices of decision issued	energov or replacemnt	quarterly	Planning Manager
Business licensing				
22	# of license applications received	State system	monthly	Building Official

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Planning Outcome Measures

	Org Unit/Measure	reporting frequency	responsible party	Purpose or strategy link
Planning Outcome Measures				
1	# of subsections of code changes proposed to Council that promote development and allow for greater flexibility	Annual	Planning Manager	remove unnecessary development obstacles and allow greater innovation in design and construction
2	% of City area overlaid by new or improved design guidelines	Annual	Planning Manager	Encourage design for all development within the City that promotes a sense of place
3	# of City road miles overlaid by streetscape standards	Annual	Planning Manager	Encourage design for all development within the City that promotes a sense of place
4	% of City area overlaid by new or improved sub-Area plans	Annual	Planning Manager	Encourage design for all development within the City that promotes a sense of place
5	# of subsidized and # of market-rate units approved	Annual	Planning Manager	Encourage the development of affordable housing for all income levels
6	% of eligible development utilizing MFTE	Annual	Planning Manager	?
7	% of population and employment growth specified by the Countywide Planning Policies occurring within designated Lynnwood Regional Growth Center and Highway 99	Annual	Planning Manager	?

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Economic Development Outcome Measures and Benchmarks

Org Unit/Measure		reporting frequency	responsible party	Purpose or strategy link
Economic Development/Tourism Outcome Measures				
1	Marketing impressions per dollar	Annual	ED Manager	Promote tourism, visitor spending and hotel stays
2	valuation of construction and public infrastructure in City Center	Annual	City Center Manager	Track City Center development goals
3	Tourism	Annual	ED Manager	Track tourism metrics
4	Development agreements	Annual	ED Manager	Track DA requirements
5	Policy Implementation	Annual	ED Manager	Track policy/plan achievements

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix C – Recommended DBS Organizational Structure

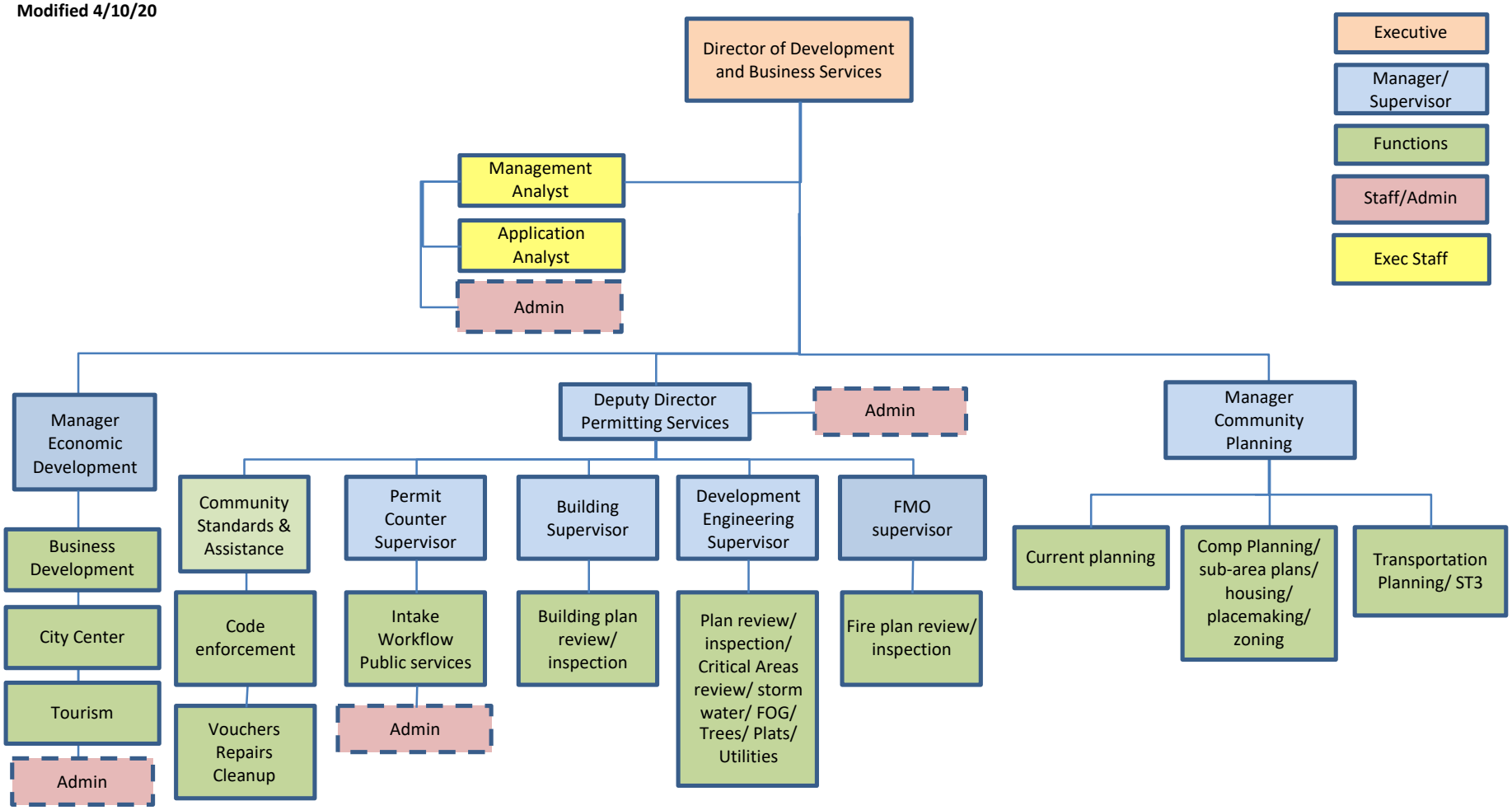
Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommended DBS Organizational Structure – Functional Chart

Lynnwood DBS
Proposed functional structure
Created 2/3/20
Modified 4/10/20

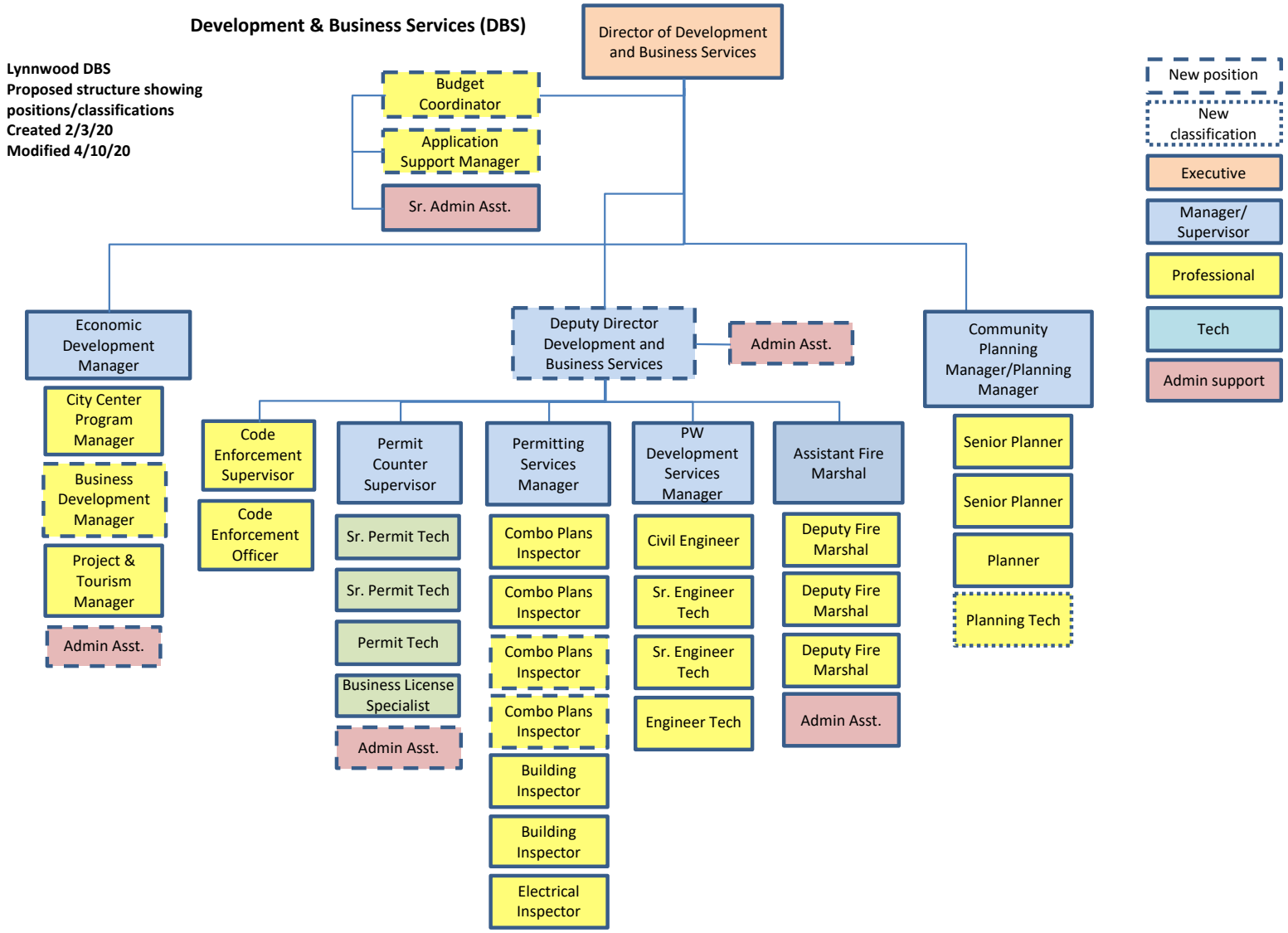
Development and Business Services

Position boxes are shown as representations only and not as the actual number of positions.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommended DBS Organizational Structure – Position Chart



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

City of Woodinville

Permitting Operational Analysis

Final Report

March 15, 2022

WOODINVILLE

STRATEGICA

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permitting Operational Analysis

Table of Contents

I. Executive Summary 1
II. What Work Was Performed 6
III. How Should the Permitting Function be Organized and Staffed? 8
Strategic Challenges and Goals 11
Staffing to Achieve Goals 13
Woodinville Fire & Rescue Contract 13
IV. Setting and Tracking Performance Targets 15
Setting Standards and Targets 16
Tracking and Reporting Performance 19
V. Getting Work Done Faster 21
Improving Application Forms and Checklists 22
Keeping Applications Flowing 23
Expediting Payment of Fees 24
Expediting Determinations of Completeness 26
Expediting and Simplifying Review Consolidations 29
Refine the Scope of the Design Review Committee 31
Streamlining Simple Building Permit Decisions 31
Marking Digital Plan Sets 32

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permitting Operational Analysis

Table of Contents

Permit Triage 34

VI. Getting More Value from Accela 36

Using Accela for Uploading/Downloading all Documents 37

Consolidating Document Storage 37

Including Consultants in System Workflow 38

Including owner/project sponsors in review comments 39

Designating the Project Manager as “Assigned To” for Applications in Accela 39

Entering Conditions of Approval in Accela 40

Identifying Code Deviations in Accela 41

Staff Training 42

VII. Serving the Public Better 43

Pre-application Conferences 43

Help for the Average Citizen 44

VII. Geographic Information System 47

Public Access to GIS 48

Critical Areas 50

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permitting Operational Analysis

Table of Contents

Addressing Point Layer 51

Utility Availability Maps 52

Active Projects Map Page on City Website 53

Accessing Documents via GIS Map 54

IX. Administrative Improvements 55

Clearing Inactive Applications 55

Investigating uninspected permits 56

Public Information Requests 56

Business/Liquor Licenses 57

Appendix A – GIS analyst job duties 59

Appendix B – Redline report specifications 60

Appendix C – Sample application checklists 61

Appendix D – List of recommendations 62

Appendix E – Implementation Plan ..... Separate document

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

I. Executive Summary

Background

This project began in late September 2021 as the result of concerns about permitting turnaround times, customer service, and whether the departments of Development Services (DS) and Public Works (PW) were positioned to deal with expected growth in Woodinville. Woodinville (population 13,000) has been transitioning from a small city characterized by suburban development, small-scale retail, and some light industry to more dense mixed-use projects and tourism-oriented development centered on the wine and spirits industry. Larger, more complicated projects coming on line have stressed the ability of the City DS and PW staff to process permits in a timely manner. Woodinville sought the advice of outside experts in organizational development, process improvement, and permitting systems to recommend impactful changes at DS and PW. In response to this, Strategica, Inc. was retained to conduct this Permitting Operational Analysis with the following objectives:

Determine if and where deficiencies exist within the organization's structure, policies, procedures, forms, technology, etc.

Identify improvements as it relates to processes, staffing, communications (internal and external), customer service, and teamwork amongst staff.

Determine and recommend solutions to the identified issues, including likely resources and funding needed to implement the solutions.

Propose implementation timelines, and methods of tracking improvements.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

This report is the result of that effort. The recommendations contained herein will result in a more efficient, mission-driven organization that helps to fulfill the policy objectives of City leaders.

How should the permitting function be organized and staffed?

The City's permitting function is split between Development Services and Public Works. A significant portion of permit applications are reviewed by both departments but there is no managerial position that oversees both departments below the level of City Manager. Despite this, the two departments coordinate reasonably well. All positions are currently filled although turnover in Public Works has resulted in short-staffing among the engineers that review permit applications. Public Works lacks any administrative or analytical capacity other than what their managers (all engineers) can provide.

Recommendation: The City can mitigate these structural and staffing issues by adding an Engineer I position in Public Works, a GIS Analyst, and a Management Analyst position to enhance the administrative and performance management capabilities of both departments. The City should also have more direct supervision over Fire personnel on permit review matters.

Setting and tracking performance targets

The City's permitting staff sets target times to complete specific permitting tasks (tasks are intermediate steps taken to process a permit application). The City completes 78% of these permitting tasks within established time standards. However, there are certain areas where performance lags such as Public Works plan reviews, Fire plan reviews, as well as permits that involve critical areas, design reviews and large, complicated projects. Measuring the overall start-to-finish timing is not relevant as some tasks are performed by applicants themselves and, therefore, the City has no control over how those tasks are performed.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation: The City should develop additional performance management tools so that Department managers can better monitor the progress of applications. This would include a "red line" report that draws attention to permitting tasks that have exceeded time targets. The City should also update selected time standards for permitting review tasks and begin publishing performance standards and actual results on the City's website.

Getting work done faster

The City's permitting system, Accela, has instilled good management practices such as workflow (an automated process for assigning and routing tasks and work materials) and a paperless work environment but potentially useful Accela functions were never implemented. Also, review practices and procedures performed outside the Accela system can add additional days to review and approval times.

Recommendation: The City should implement additional practices that, combined with Accela, can speed up the permitting process (at least the part that the City can control). These practices include better application checklists, backfilling for Permit Tech absences, automating fee calculation and payment options, expediting the initial application reviews (i.e., completeness reviews), simplifying the consolidation of departmental application reviews, reducing the scope of the Design Review Committee, improving the consistency of approval stamping of plans, adopting a triage procedure for incoming applications in order to expedite the easy ones, and simplifying approval memos for certain permit types.

Getting more value from Accela

Accela is the City's enterprise permitting system, installed in 2018. While Accela has improved City permitting processes, there are many features that either were not activated or are not being used. For example, while building permit applications are completely handled through Accela, many planning

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

applications (e.g. site development permit) are not initiated using Accela and instead rely on email and PDF forms.

Recommendation: Accela, the City's permitting system, can be improved by implementing several easy enhancements such as using Accela (instead of email) for uploading and downloading of application materials, simplifying and consolidating document storage practices, including consultants (e.g., Geotech, traffic) in the workflow process, including project owners when communicating application review comments, assigning planners as the main point of contact rather than Permit Techs, identifying and tracking code deviation requests in Accela, and inputting conditions of approval in Accela so they can be easily referenced in the future.

Serving the public better

The City should strive for a better balance between code compliance and public service. To the extent that compliance isn't compromised, there should be some room to better help all applicants but especially those who are not in the building trade or are not using design professionals.

Recommendation: The City should require pre-app conferences for those permit situations that frequently get bogged down due to communication problems or insufficient documentation and should reach out to non-professional applicants (e.g., homeowners) that are not using design professionals and establishing a consistent point of contact. In addition, the City should implement enhanced informational PDFs on common building permits, and an automated email generator that alerts applicants when a permit review action is taken.

Geographic Information System (GIS)

The City has GIS but does not use it to its potential. There is no public access to GIS on the City's website and even planning staff have difficulty accessing GIS. GIS enhancements could provide more

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

information to the public, better information on site characteristics (e.g., critical areas, utility infrastructure, active permits) that could impact development, and information that could help permitting staff perform their jobs better (e.g., existing conditions of approval).

Recommendation: The City should provide a public point of access to GIS on the City's website and install the additional informational layers mentioned above. In addition, a new GIS Analyst position would be able to oversee this new functionality and keep GIS up to date.

Administrative improvements

The City's Accela system has a large number of dormant applications and issued, but uninspected, permits. Permitting staff also handle a large number of public information requests (PIRs) and business license applications that are not tracked in their IT systems.

Recommendation: The City should purge some dormant application records and follow up on the uninspected permits. In addition, the City should improve recordkeeping practices for public information requests and business licenses.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

II. What Work Was Performed

The following are the major work tasks undertaken during this project:

Reviewed 14 background documents including codes, workload statistics, budget, City Council priorities, fee studies, organization charts
Conducted 28 interviews of City Council members, City staff, applicants, and developers
Obtained and analyzed Accela workflow data and calculated process delays by permit type and workflow task
Observed the City's public portal for applicants
Mapped processes for tree removal, building, development permits and inspections
Conducted ridealongs with PW and DS staff documenting inspections and review processes
Observed and documented how DS and PW staff use Accela
Collected and reviewed workload and performance tracking reports prepared by DS and PW managers
Documented strategic goals for the permitting function
Documented the current organizational structure of permitting function
Conducted a benchmark survey of six peer cities to obtain data on workload, staffing, structure, performance, and workload measures
Documented current state of GIS and public access to GIS
Developed a workload and staffing model that forecast staffing requirements for PW and DS
Analyzed permitting workflow to identify and quantify processing delays and causes of delays

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Developed recommendations on improving customer service, expediting permitting, streamlining the organizational structure, improving the use of IT systems, and expanding the scope of data available to City staff and the public and improving service levels for less sophisticated applicants

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

III. How Should the Permitting Function be Organized and Staffed?

In this section, the structure of the City's permitting function is examined, recommendations to streamline and focus the structure are offered and, using data-driven empirical models, we identify how many staff will be needed in the future to accomplish the goals and work of the City.

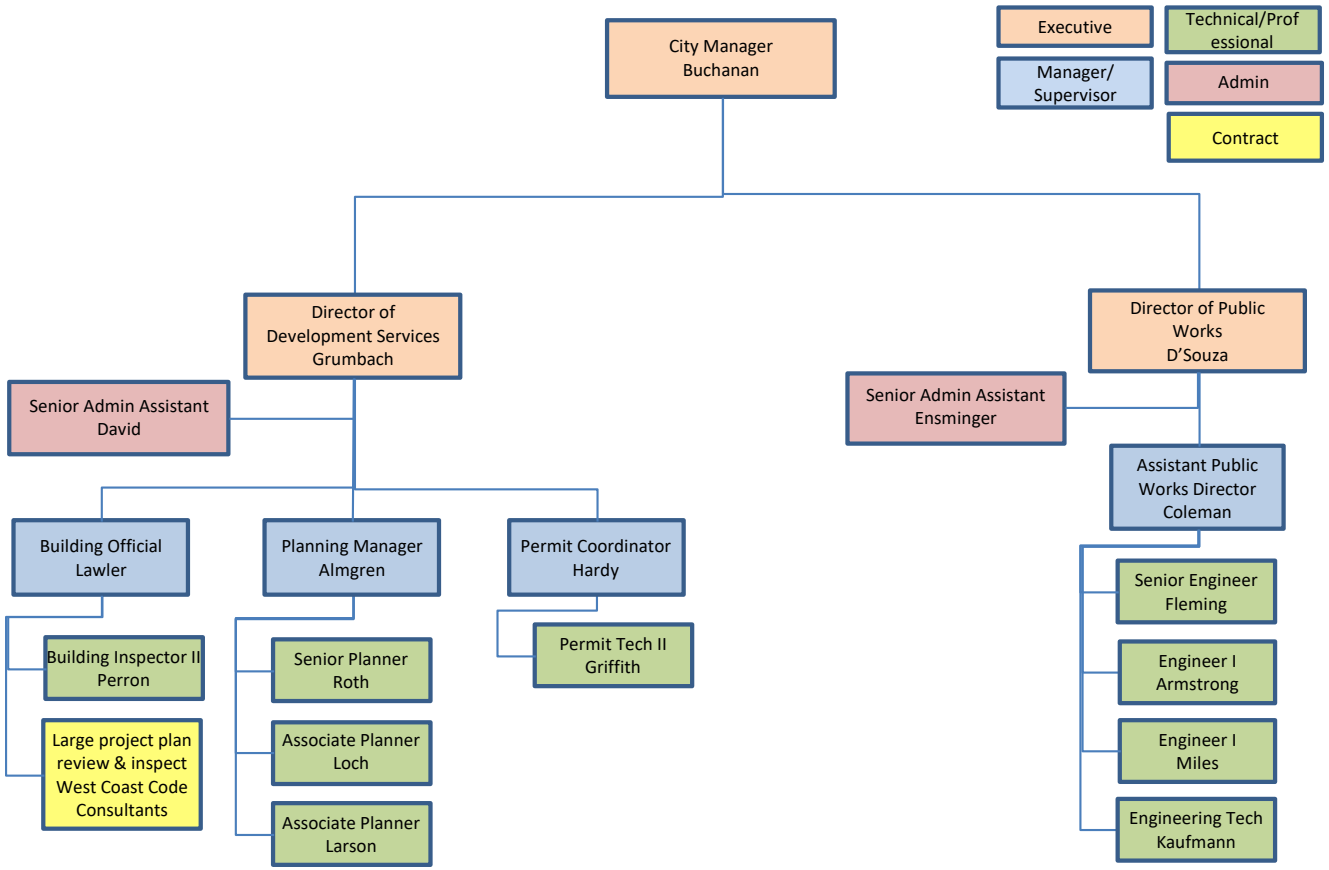
The structure of any organization is a key tool to achieving the organization's mission and achieving strategic goals. In this light, the organizational structure should be thought of in the same way as the permit process systems, policies, work processes, strategies, and the staff; all of these are tools or enablers for mission achievement. A well-designed structure should clearly delineate accountability for the organization's strategic goals, facilitate easy communication between staff, and facilitate efficient work processes and transfers of information.

The City's permitting function is split between Development Services and Public Works. While the two departments coordinate reasonably well, additional personnel including management support and engineering staffing would help in managing the workload and improving processing outcomes.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

How is the permitting function currently structured?

DS and PW are separate City departments co-located on the first floor of City Hall. Both departments are overseen by Director level positions that report to the City Manager. The current structure for the permitting function of the City is shown below.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Some specific observations include:

- Spans of control are narrow ranging from 1:2 to 1:4 but that's to be expected in a smaller City where the workload is complicated and demands technical specialization.
- Both DS and PW share responsibility for processing land use and building permit applications. Each department has a role in the combined process. Coordination necessary to manage this combined process is not reflected well in the formal organizational structure of the City where the common link between both departments occurs at the level of the City Manager. However, informal working relationships between PW and DS management and staff and workplace proximity help to sustain coordination. This arrangement would be more effective if there was a common system of workload and performance tracking (covered in section IV of this report).
- The mix of specialties and experience of the staff match well with the nature of the workload and the types of development occurring in the City. Outside expertise is retained for specialties such as traffic and structural plan check where the size of the workload does not merit hiring a full time person. Some ancillary expertise is missing such as GIS.
- There is currently no management analyst or similar position in either DS or PW that analyzes and manages the financial or budget data of DS and PW, tracks and reports on performance metrics, manages contracts and IT systems, and assists the directors of the two departments in running their operations.

What are the Current Staffing Levels at the City?

- DS currently has 10 budgeted positions, all filled. PW performs additional work besides permit review (e.g., capital improvements for the City, maintenance) but the portion that is involved in permitting is composed of five budgeted positions (actually 5.3), all currently filled. Similarly,

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

DS performs important functions above and beyond permit review such as code enforcement and long range planning.

- Overtime utilization (including comp time earned) is minimal accounting for about one-tenth of one percent of total staff hours.
- Turnover is moderate to high in both departments. Of the 15 budgeted positions in DS and PW (permitting portion), four positions experienced turnover in 2021. Turnover is more of a problem in PW. One of the three engineer positions that deals with permit review was vacant for about half of 2021 compromising their ability to keep up with the workload.
- As with most areas of the economy, staffing retention and recruitment is getting increasingly difficult. It is becoming common to have only one qualified candidate (or none at all) apply for open positions especially those that require specialized knowledge.

What Strategic Goals should the Permitting Function Strive For?

As mentioned above, the structure of any organization should be, foremost, a tool for accomplishing the organization's mission, in a similar way that machinery, policies, people, processes, etc. are also the tools for mission attainment. Given this, the first step would be to identify what the mission is or what the key strategic goals are.

Neither the City nor the DS or PW departments have a formal mission statement or strategic plan but the City does have a set of Council Priorities that were adopted for the 2021-2022 biennium. Of the nine Priorities, three are relevant for the permitting function and the scope of this project:

- Provide excellent customer service so that residents feel listened to and can easily do business with the City

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Utilize technology, metrics and process improvements to guide decisions and enhance service delivery, and
- Enhance economic vitality and maintain a unique sense of place by facilitating investment in commercial areas.

The key takeaways from these priorities for purposes of this project and in looking at the permitting function org structure would be 1) good customer service, 2) make it easy to apply for permits and work through the review process, 3) use technology, metrics and process improvement to make the permitting process easier and more efficient, and 4) facilitate the development of commercial areas in the City.

Based on the input we received from interviews and our investigations, we drafted a targeted set of strategic goals for addressing the various opportunities for improvement uncovered during our work. Some of these goals complement and support the highlighted Council Priorities (especially those in red).

- **Address organizational gaps in permitting and improve performance tracking and management**
- Simplify the code in select areas
- **Reduce permitting cycle time for targeted permit types and actions**
- **Make it easier for average citizens to navigate the permitting process**
- Push permitting conflict resolution down from the City Manager level into the organization
- Improve credibility of permitting function at City Council

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Staffing needed to achieve these goals?

Recommendation III.1 – Based on the strategic and policy needs of the City and the results obtained from the Workload and Staffing Forecasting Model, right size the staffing level of DS and PW and augment the organization as follows:

1) Create, budget, and recruit for an additional Engineer I position for Public Works-Engineering. This new position would handle permit review and selected CIP tasks.
2) Management Analyst capabilities need to be added for tracking workloads and performance, management reporting, budget and financial analysis, contract management for engineer and consultant contracts and task orders, ADA transition planning, transportation master planning, and overseeing the capital improvement plan.
3) Create or reclassify an existing position to implement a GIS Analyst position. The City does not have a GIS Analyst job description but Appendix B contains the essential duties of this position. In addition, this position can also perform current and long range planning tasks such as transportation planning, CIP, etc.

Woodinville F&R Contract

Woodinville Fire and Rescue (WFR) is a special district that provides fire prevention and suppression and emergency response services to the City of Woodinville and unincorporated areas east of the City either directly or through subcontracting with Eastside Fire & Rescue. A Deputy Fire Marshal is assigned to review permit applications to ensure compliance with relevant fire and building codes. These reviews are conducted alongside reviews performed by DS and PW staff and are held to a similar standard on timeliness. In addition, these applications are usually overseen by a DS planner. Only about 5% of

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

review tasks involve WFR but approximately 40% of these assigned tasks exceed time standards (usually 14 days but sometimes more or less) although this may be due to recordkeeping errors. The City should ensure that there is some degree of common oversight over all permit review functions, including WFR reviews, so that time standards are better monitored and any record keeping issues are addressed.

Recommendation III.2 – The City should amend the Interlocal Agreement with WFR so that the Director of DS, as delegated by the City, will have direct supervision of the Deputy Fire Marshal for all permit review tasks performed by WFR. All other responsibilities of the Deputy Fire Marshal and any discipline, promotion, annual review functions should continue to be within the authority of WFR. These contract terms should flow through to any subcontracting organizations (i.e., Eastside Fire & Rescue).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

IV. Setting and Tracking Performance Targets

In the previous section, we discussed important strategic goals for the permitting function. Among these goals was 1) reduce permitting cycle times for targeted permit types and actions, and 2) improve credibility of permitting function at City Council – which is partly a function of reducing cycle times. In addition to goals, the City should establish targeted performance levels tied to the goals and a performance reporting system to monitor how these goals are attained. These targets and reporting tools can also be used to identify applications and permits that need immediate attention and communicating with City management and elected representatives regarding permitting timeliness and workload levels. This will build confidence and rapport with the City Council. **It should be added that success in land use and development permitting is not just about speed. The quality of analysis, fair and consistent interpretation of codes, providing good public service and, ultimately, the extent that the built environment of Woodinville reflects the values instilled in the comprehensive plan is equally, if not more important, than processing speed.** This section delves into processing speed because this is an area of concern and is tied to providing good public service.

The City's permitting function completes 78% of permitting tasks within established time standards. However, there are certain areas where performance lags such as Public Works plan reviews, Fire plan reviews and permits that involve critical areas, design reviews and large, complicated projects. A more robust performance tracking tool would help in identifying potential problem applications and intervening in a more timely manner.

Strategica, Inc. performed several analyses to determine the extent that City staff are performing review tasks within established standards and found:

- City staff perform 290 different tasks (e.g., plan routing, planning review, review consolidation) for 58 different permit types (e.g., tenant improvement, single family house construction, site development permit). Of these 290 tasks, 226 tasks (or 78%) were, on average, performed within established time standards.
- Specific tasks that most frequently exceeded time standards were fire reviews (exceeding standards 65% of the time) and public works reviews (exceeding standards 59% of the time).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Permit types that most frequently exceeded time standards (or included processing tasks that exceeded standards) included:

  Anything in a critical area (e.g., wetland)

  Anything that involved a design review especially those where the applicant requested deviations from code standards

  Site development permits

  Site plan reviews (especially those where applicants request deviations from road standards)

  Mechanical permits with planning issues (usually setbacks or height issues)

  Large projects that involved a complex hierarchy of permits

- Tree removal permits are a high-volume application type and usually involve Woodinville homeowners rather than development professionals but these permits are usually processed expeditiously.

This section covers these elements:

- Setting standards and targets
- Tracking and Reporting Performance

Setting Standards and Targets

Standard time durations, or targeted durations, expressed in calendar days are defined for every task configured in Accela. For example, the standard or targeted time is 14 days for each work group

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

(Building, Fire, Planning, and Public Works) to perform its plan review task for most permit types. State law sets some maximum task durations, such as Completeness Review which may not exceed 28 days (RCW36.70B.070) and maximum time to issue a decision which is 120 days (RCW 36.70B.080). These standard times are meant to be not-to-exceed times, not ideal times. The ideal processing time target for these tasks would be less.

The Accela system uses these time standards to generate due dates for permitting tasks and are part of the workflow system that assigns tasks to staff and provides due date reminders (or widgets) on workstation desktop screens. Most of the current standard time durations are reasonable but some task time standards should be adjusted for critical path tasks that should be monitored closely for purposes of expediting applications and maximizing service to the public.

Overall start-to-finish elapsed times are not actively monitored but a canned report is available in Accela that shows these "days to issuance" statistics. However, a start-to-finish metric is not a useful tool for managing performance since some review tasks are not within the control of City staff. For example, once the City has completed an initial review and requested changes or clarifications, an applicant may, and often does, take weeks or months to respond. In some cases, applicants put a project on hold, rethink it or sell it. What the City should be tracking and reporting is elapsed times for tasks for which they do have control.

Recommendation IV.1 – The City should change time standards for certain critical tasks in the permit review process (All days in calendar days):

Plan Routing. Plan routing is the process of routing newly submitted building and site plans to the reviewing departments (e.g., Development Services, Public Works). Since nearly all plans are submitted online, the routing is also done in digital form. The current standard for plan routing is currently set at 7 days but should be compressed to 3 days.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Completeness Review. A completeness review is performed for all newly submitted applications and plans. Each reviewing department reviews the submittal and determines if all the documentation necessary to perform the actual review is present (i.e., the submittal is "complete"). While State Law sets a maximum of 28 days to determine if an application is complete, the City should strive to determine if an application is complete enough to proceed with the actual review within 7 days of application. This goal is attainable if Permit Technicians are tasked with conducting the completeness review (See recommendation V.5).

Review Consolidation. Review consolidation is the step in the process at which all department reviews are complete, and comments are bundled together by the Project Manager (usually a Planner) for forwarding to the applicant. Review consolidation may result in approval of the plans or a request for revised plans or clarifications to deal with comments and corrections noted by the reviewing departments. Because department reviews are done in parallel, the number of days to get to Review Consolidation will be determined by the slowest reviewing department. The standard for review consolidation is currently set at 7 days in most cases but should be compressed to 5 days.

Permit Issuance. Currently, the standard for this task is 7 days in most cases but should be set at 4 days.

Recommendation IV.2 – The City should publish the above time standards on the City website and also post a report on actual times. Start by developing internal monthly reports showing percentage of applications meeting the targets. Adjust targets as needed, then begin publishing reports on the City website when the City is confident about meeting the standards.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Tracking and Reporting Performance

Workflow data in Accela is a valuable resource for tracking performance. Every task assigned to and completed by each staff member includes the date assigned and date completed, creating a history of who did what and how long it took to complete each task. However, systems and tools for tracking and reporting performance (measured by elapsed time) are a mixed bag. Accela does not currently provide any useful reporting tools except for a "days to issuance" report but, for reasons already provided, this is not a useful performance management tool. Accela does have a built-in Ad Hoc Report Writer and supports third-party report writing tools such as Crystal Reports. These tools make it possible to track performance, run reports on a timed schedule, and have PDF copies of reports automatically emailed to key staff.

Development Services generates a monthly report showing permit volumes, construction valuation and a status report on some large, high-profile projects. A 'late tasks' report can be generated but it mostly shows permit tasks for dormant and completed projects or tasks that are not in the control of City staff so the utility of this report is mostly limited to housekeeping work such as purging long-dormant applications or tasks for completed projects that were never closed out (i.e., many inspections). Public Works maintains a spreadsheet that tracks due dates for reviews assigned to them. Development Services staff maintain a variety of Excel spreadsheets or MS-Word documents for tracking their workload but these are personal tools and, while useful for that purpose, they do not provide an overall view of the permitting workload nor are they visible to department management. What is missing is a real-time tracking tool for identifying processing tasks that are exceeding standard times and directing management attention to these out-of-standard tasks and the most critical applications and tasks.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation IV.3 – The City should activate the start/stop processing clock in Accela to track the number of days reviews are active with City staff and the number of days it takes for the applicant to respond to requests for information and to resubmit plans in response to corrections required by City staff.

Recommendation IV.4 – The City should implement a "Red Line" report to track applications where tasks are exceeding standard time allocations by more than 7 days. For example, if a building plan review is more than 7 days past its due date, this should be reported to both the reviewing department's management (e.g., Development Services, Public Works) and the Office of the City Manager. This will provide an early warning system to identify overdue tasks in real-time and direct management's attention to these tasks so they can be worked by staff or whatever logjam is occurring can be cleared. This type of report may have to be configured using Crystal Reports and may require a consultant to configure and test the report and train users. Specifications for this report are included in Appendix C.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

V. Getting Work Done Faster

This section discusses Woodinville's key work processes and ways to make these processes more efficient, reduce turnaround times, achieve better outcomes, and realize the City's strategic goals that address work processes.

Woodinville has been fortunate in having the Accela system implemented prior to the start of the COVID-19 pandemic since Accela supports applications being entered on-line, without the need to come to City Hall. Digital submittal of plans also means no need to handle paper. On-line review in Accela and the Bluebeam document collaboration and editing tool allowed staff to work from home while City Hall was shut down.

The original installation and configuration of Accela, however, introduced process steps that automatically introduce delay. Potentially useful modules in the software were never implemented, and review practices and procedures outside the system can add additional days to review and approval times.

The section covers these processes:

- Improving application forms and checklists
- Keeping applications flowing
- Expediting payment of fees
- Expediting determinations of completeness
- Expediting and simplifying review consolidation
- Refine the scope of the DRC

The City's permitting system, Accela, has instilled good management practices such as workflow and a paperless process but potentially useful functions were never implemented, and review practices and procedures outside the system can add additional days to review and approval times. Improvements in application materials, initial completeness reviews, documenting review findings and decisions and triaging applications can yield additional benefits.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Streamline simple building permit decisions
- Marking digital plan sets
- Permit triage

Improving Application Forms and Checklists

The point of entry into the permitting system is an Application along with supporting plans and documents. Once an application is taken, the first process involves examining the application and supporting documents in a step called the 'completeness review.' This completeness review can take anywhere from a couple of hours to several days. Cities and counties will try and expedite the process and help applicants by publishing checklists showing everything that needs to be submitted to facilitate the review process. The content and quality of these application forms and checklists can greatly affect an applicant's ability to submit an application that will pass Completeness Review the first time and not trigger requests to submit additional documentation. Reviewing correction memos from failed Completeness Reviews since 2018 show that site plans are often defective and require revisions to be acceptable.

Recommendation V.1 – The City should revise application checklists to call out requirements that have in the past been missed and cause failed Completeness Reviews. These checklists should match with checklists used by City staff to determine if an application is complete. Commonly missed requirements include:

Site plan requirements. A number of cities in the Seattle area publish site plan requirements on their websites, which could be used as a guide for requiring better information and illustrative diagrams on issues such as contour lines (existing and proposed), setbacks, easements, building envelopes and height calculations, boundaries

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

of Critical Areas, and other natural and manmade features of the site. Appendix D includes links to examples of site plan requirements from the City of Bothell which provide a good model.

External mechanical equipment. Community concerns about noisy air conditioners and bulky, unisightly rooftop equipment have sparked code changes requiring additional review for setbacks and visual and noise screening – something that homeowners may not be ready to deal with. The city should amend mechanical permit application checklists to require illustrative diagrams showing required setbacks and screening to expedite Planning review of setbacks and rooftop screening for external equipment.

Keeping Applications Flowing

Processing applications is a team effort among planners, engineers, plan checkers, inspectors and permit techs. Many tasks that are vital to the smooth flow of permits are performed by Permit Technicians. These tasks include creating fee invoices, routing new applications for Completeness Review and Plan Review, routing plans and resubmittals, and marking applications as Ready to Issue. If these routine tasks are delayed, planners, plan checkers and engineers will not be able to see upcoming tasks on their to-do lists, and applications may suffer unnecessary delay.

During our investigations, we observed times when new applications stacked up in processing queues when Permit Techs were on vacation or ill. Delayed projects all incurred an equal amount of delay and downstream reviewers received a flood of new tasks when staff returned to the office.

Recommendation V.2 – The City should implement procedures to keep applications flowing if Permit Technicians are out of the office, especially with unpredictable COVID-19 illnesses. If a

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permit Technician is absent for more than three days, the remaining Tech, or one of the planners, should be assigned to check the absent Tech's task queue and move the stalled tasks along. In the event of a lengthy planned absence, such as two weeks' vacation, Development Services management should assign the Tech's duties to other Techs and planners on a rotating basis.

Expediting Payment of Fees

Payment of fees is an essential part of the permit process. Most application types require an up-front application or plan check fee that must be paid before any further review work can begin. While Accela can calculate such fees for some permit types from the information entered in the application, some application types require a Permit Technician to prepare a manual fee invoice in Accela, once an applicant has finished entering the application.

This introduces two kinds of delay. Because the Permit Technician may not be able to create an invoice immediately after completion of the online application (e.g., applications filed during evenings and weekends), it may take hours or days for the Permit Tech to see that an application is ready to have the fee invoice prepared, depending on when the Techs are back in the office and checking their to-do lists.

Next, once the invoice is created in the system, the applicant must be notified to pay it. Again, it may take hours or days for the applicant to see the notification and pay the invoice before the review can actually begin. A similar laborious process occurs after all reviews are completed and all final fees are calculated.

Recommendation V.3 – The City should configure Accela to automatically compute up-front fees for all application types, so an applicant can pay them immediately, at the time of online

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

application, without waiting for a Tech to create an invoice. If the applicant chooses to pay online, the application can move automatically to the Completeness Review task in the workflow thereby kicking off the review process. If paying by check, workflow is held until receipt of the check.

Recommendation V.4 – During department reviews, staff should add and update all fee categories from their own departments, that are required for issuance or approval. Such fees should be immediately available for online payment by the applicant, without having to wait for a Permit Tech to prepare an invoice before payment is allowed on Accela.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Expediting Determination of Completeness

State law (RCW36.70B.070) requires a Determination of Completeness (DoC) (i.e., the application is either complete or it's not) to be issued within 28 days of application. While this is the upper time limit, in practice, DoCs should be issued well before the 28 day clock is up. Certain types of common applications took an average of more than 10 days, independent of whether it was determined to be complete or incomplete, as shown in the table below:

Permit Type	Avg Days	# of Permits
Amendment	14	7
Commercial Addition	9	7
Commercial New	4	2
Commercial TI	15	58
Commercial TI - Combo	8	9
Commercial Wall	5	3
Design Review	13	18
Final Plat	17	2
Mixed Use TI	4	9
Multi-Family Addition	16	2
Multi-Family TI	14	2
Preliminary Plat	24	2
Residential Addition	12	22
Residential Addition - Combo	14	5
Residential New	33	12
Residential New - Combo	18	7
Residential TI	4	16
Residential TI - Combo	4	6
Residential Wall	12	8
SEPA Application	37	13
Site Development	24	23
Site Plan Review	11	7

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Accela routes the DoC task to the assigned project manager (usually a planner), who then works this task into their current workload. Accela's to-do list dashboard reminds them of how many days are left within the standard time duration of 28 days.

After reviewing an application, the project manager prepares a signed, boilerplate Application Submittal Notification memo in MS-Word, saying the application is complete or incomplete, listing any additional information needed (if any), and emails it to the applicant. The applicant must submit revised plans with the required information, after which the DoC process begins all over again and continues until the application is deemed to be "complete."

In the past, when applicants brought paper applications and plan sets to the counter at City Hall, the DoC would be done on the spot by a Permit Technician, with possible assistance from other staff. Applications that were deemed "incomplete" would be rejected right at the counter, and the applicant provided with instructions on what to provide, without the application being entered into the system.

With the advent of online applications (accelerated by COVID 19 office closures) an average of two to three weeks of delays are added to some types of applications, which were previously processed in minutes. When faced with tight upcoming deadlines on other projects in one's Accela task queue, having 28 days to perform a Determination of Completeness may seem like a luxury and encourage deferring these mundane tasks.

A DoC is intended to designate an application as complete enough to begin plan review, but we observed some DoC memos containing comments that would normally be generated during the plan review phase (e.g., a missing ADA-compliant door hardware schedule).

> **Recommendation V.5 –** The City should have Permit Technicians perform completeness reviews, calling on specialized staff only as necessary. In many jurisdictions, it has been customary for decades for Techs to perform this task. Notification back to the applicant can be

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

sent through Accela's Communication Manager, without the additional work of preparing a formal signed memo in MS-Word.

For this to be successful, applicants should have informative application checklists that highlight what is required to make a complete application (See recommendation V.1 for more on this). Permit Technicians should have training and instructions on how to quickly check an application, without making judgments that should be reserved for higher level plan reviewers.

Feedback from department reviews should be used to fine-tune completeness criteria and application documents over time. The combination of having Permit Technicians perform DoCs and doing notifications through Accela instead of generating memos in MS-Word has the potential to trim weeks off processing times for many applications.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Expediting and Simplifying Review Consolidations

During review of an application, planners, engineers, and other staff review a wide range of submitted plans, drawings, and supporting documents to ensure the proposed project complies with adopted codes, ordinances, and engineering standards. To keep track of requirements that have been reviewed and to list comments and corrections that must be made, each reviewer in each department crafts their own review spreadsheet, allowing them to start and stop plan reviews over a period of time, returning and picking up where they left off.

Reviewers also prepare their own comment memos containing requested plan changes and corrections as well as other notes. Since these spreadsheets, memos and notes are prepared using different formats and applications, it is difficult for the project manager, who is responsible for consolidating all this review material, to combine it into one document to be forwarded to the applicant.

In addition, review consolidation memos frequently read as a friendly list of comments and suggestions and can be read as a list of "suggestions" for discussion, rather than a mandatory list of actionable corrections designed to encourage applicants to comply with the requirements to move their applications along.

> **Recommendation V.6 –** The City should adopt a common spreadsheet format for use by all reviewers. Each department should forward their correction spreadsheet to the project manager, who would consolidate the rows from reviewer spreadsheets into a Correction Action List spreadsheet to be printed as a PDF and emailed to the applicant. This will save time in reformatting and wordsmithing combined memos and presenting the items in a consistent format from one review cycle to the next.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

The following illustrates a recommended format, including a column for Plan Review Cycle. If corrections aren't made on a resubmittal, the cycle is incremented to show that the item remains to be resolved.

City of Woodinville
Development Services Department
17301 NE 133rd St
Woodinville, WA 98072

CORRECTION ACTION LIST

	Application Number(s):			**XYZ21099**				
	Location:			**17301 131st Ave NE**				
	Date of Correction Action List:			**#########**	**Review Cycle: 2**			
#	**Comment Date**	**Dept**	**User**	**Category**	**Source Documents, Dates, Pages**	**Issue/Correction**	**Cycle**	**Met**
1	9/1/2021	PLN	AMANDAA	Height Calcs	Design Addendum for Building A, 4/4/2019, P. 3	The height calculations provided in the Design Addendum 2 for Building A do not appear to have the correct average. The average of 48.33, 47, 51, and 47.15 is 48.37, not 48.33 as shown on page 3 of the Design Addendum 2.	1	YES
2	9/1/2021	PLN	AMANDAA	Height Calcs	Design Review Packet, 9/18/2018, P. 30	Please provide updated building sections showing the height of the buildings from the average finished grade, like the diagrams provided on page 30 of the original Design Review Packet submitted September 18, 2018	1	YES
3	9/1/2021	PLN	AMANDAA	Parking	Parking Reduction Request, 1/10/2019, P. ?	The Parking Reduction Request dated January 10, 2019 states that 400 parking stalls will be provided, however the Design Addendum 2 states that there will be 399 stalls. Provide consistent numbers.	1	NO
4	9/1/2021	PLN	AMANDAA	Parking	Design Addendum 2, 7/1/2019, P. ?	Pursuant to WMC 21.44.060 bicycle parking is required to be provided at a rate of 1 stall per 20 units of residential and 1 stall per 2,000 square feet of restaurant and retail. Additionally, enclosed bicycle storage is required at a rate of 1 stall per 2 units of residential and 1 stall per 4,000 square feet of retail and restaurant space. Please XXX	1	NO

In addition, text in the Issue/Correction column should read as declarative requirements, including specific code wording to guide the applicant about meeting requirements. For example, the items about height calculation above should state the maximum allowed by code and the method used by code to calculate height.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Refine the Scope of the Design Review Committee (DRC)

The DRC is an advisory committee with no direct decision-making authority. The DRC hears Design Review applications requesting deviations from codes and standards. Preparation for a DRC meeting often means preparing voluminous meeting exhibits and packets that consume considerable staff and applicant time yet do not result in any material decision point or progress towards ultimate application approval (or denial). While the DRC may have some utility as a deliberative body for refining City design standards, the current scope is too broad.

> **Recommendation V.7 –** The City should reduce the scope of the DRC to a standards setting body (which would then feed into code amendments) and should not be used in the permit review process.

Streamline Simple Building Permit Decisions

It is common practice for planners to generate an individualized, signed decision memo in MS-Word for some minor building permits (such as a single-family residence) that have no Zoning, Public Works, or Fire complications. Unlike more complicated planning applications, for which the Woodinville Municipal Code requires a written decision, these are simple ministerial actions.

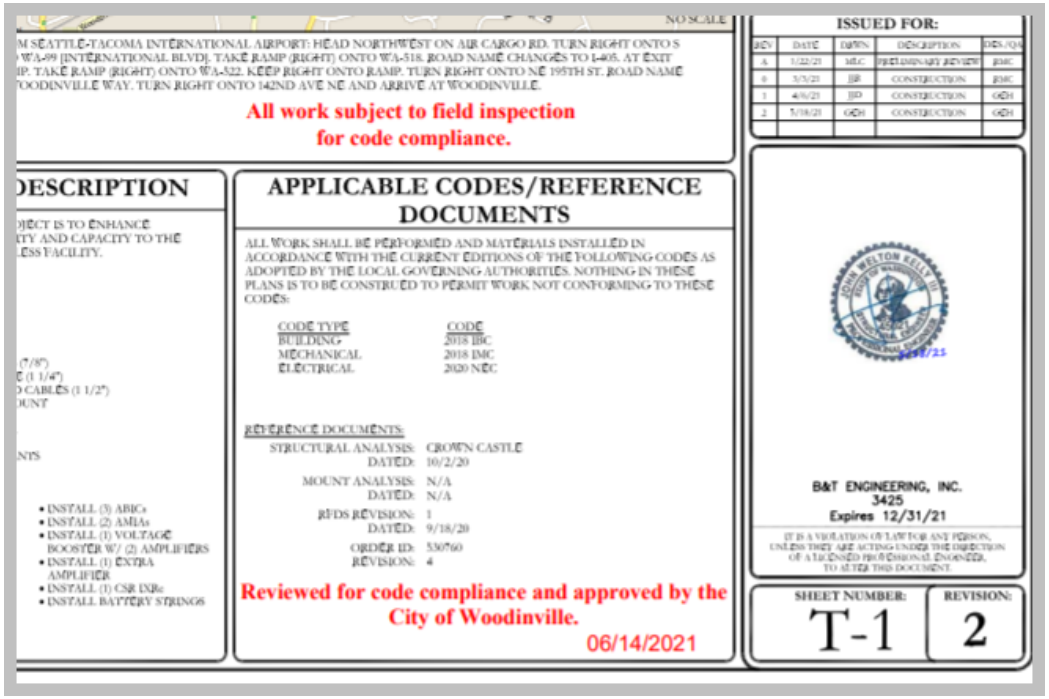
This extra level of documentation to approve simple permits is not a common practice. Staff in other jurisdictions simply review the plans, digitally stamp them approved by the Planning Department, and record approval in the permit system.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation V.8 – The City should refrain from preparing approval memos for simple permits to free up time for more complicated projects. Staff can simply stamp plans as 'approved' and issue the permit.

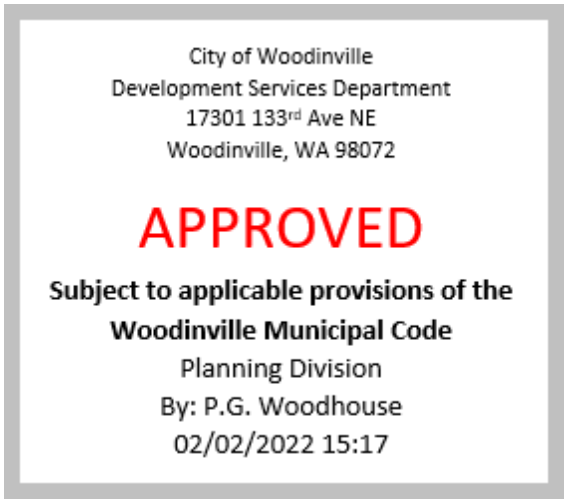
Marking Digital Plan Sets

In the past when paper plans were the typical medium, reviewers would use rubber stamps on plan drawings and other documents to signify approval. Since going paperless, City staff review and mark up drawings electronically using Bluebeam software. Some reviewers signify approval in simple text boxes on drawings, such as the approval shown below (this was approved by a plan checker), while reviewers in other departments don't stamp approved drawings at all.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

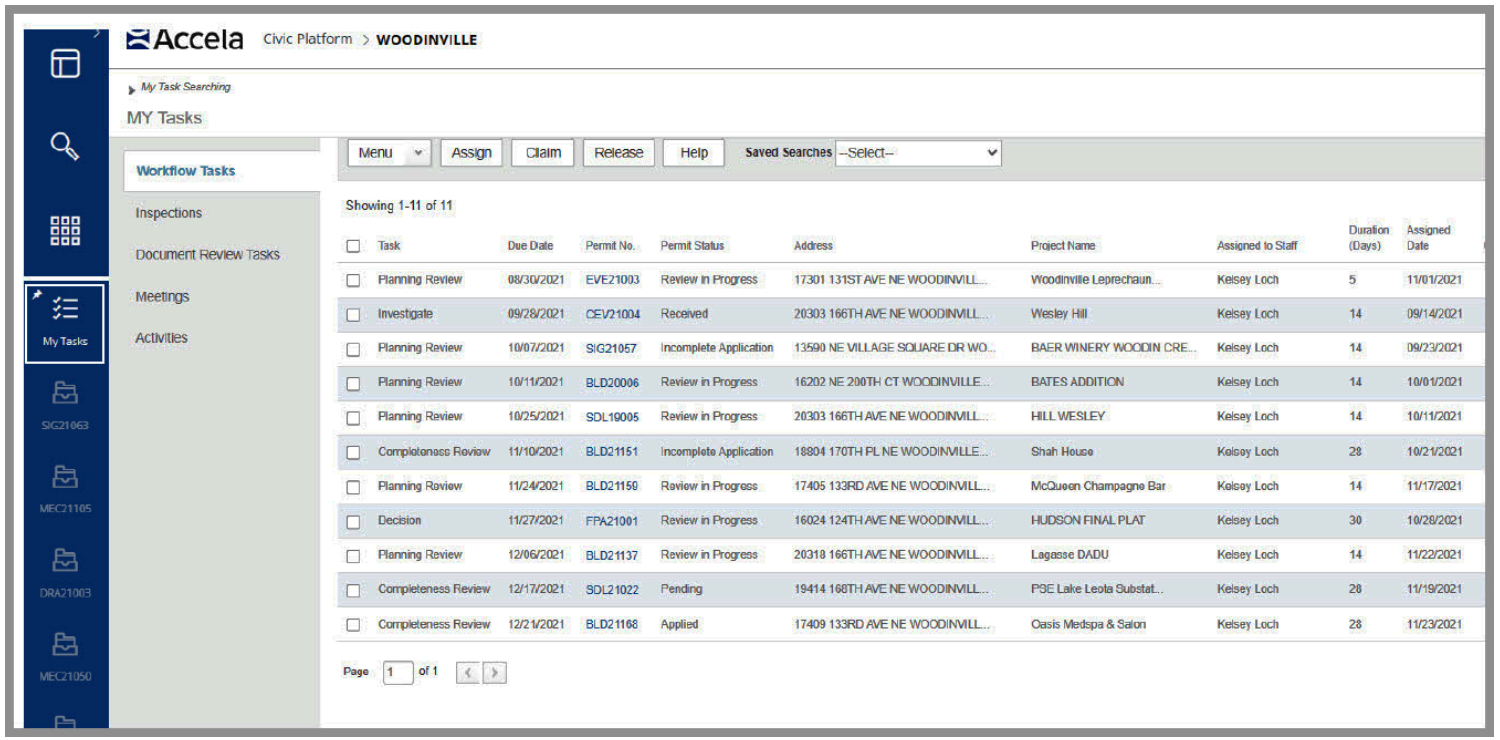
Recommendation V.9 – Reviewers in all departments should be equipped with digital approval stamps, of a consistent design across all departments, including the name of the approver, date/time stamp, and applicable wording and disclaimers, which can be applied in Bluebeam to applicable sheets in the approved plans. Such stamps can then be "burned into" the PDF file to help prevent future alteration. Below is an example of such a stamp. Stamping individual sheets also verifies that a reviewer has seen and approved each applicable sheet, instead of simply commenting on plans in a memo.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permit Triage

Reviewers, whether from Development Services or Public Works, plan their work weeks using the Accela to-do list, shown below. The Due Date column shows the calculated due date, based on the date the task was assigned to the staff member and the standard Duration (Days) configured in Accela for that task.



Task	Due Date	Permit No.	Permit Status	Address	Project Name	Assigned to Staff	Duration (Days)	Assigned Date
Planning Review	08/30/2021	EVE21003	Review in Progress	17301 131ST AVE NE WOODINVILL...	Woodinville Leprechaun...	Kelsey Loch	5	11/01/2021
Investigate	09/28/2021	CEV21004	Received	20303 166TH AVE NE WOODINVILL...	Wesley Hill	Kelsey Loch	14	09/14/2021
Planning Review	10/07/2021	SIG21057	Incomplete Application	13590 NE VILLAGE SQUARE DR WO...	BAER WINERY WOODIN CRE...	Kelsey Loch	14	09/23/2021
Planning Review	10/11/2021	BLD20006	Review in Progress	16202 NE 200TH CT WOODINVILLE...	BATES ADDITION	Kelsey Loch	14	10/01/2021
Planning Review	10/25/2021	SDL19005	Review in Progress	20303 166TH AVE NE WOODINVILL...	HILL WESLEY	Kelsey Loch	14	10/11/2021
Completeness Review	11/10/2021	BLD21151	Incomplete Application	18804 170TH PL NE WOODINVILLE...	Shah House	Kelsey Loch	28	10/21/2021
Planning Review	11/24/2021	BLD21159	Review in Progress	17405 133RD AVE NE WOODINVILL...	McQueen Champagne Bar	Kelsey Loch	14	11/17/2021
Decision	11/27/2021	FPA21001	Review in Progress	16024 124TH AVE NE WOODINVILL...	HUDSON FINAL PLAT	Kelsey Loch	30	10/28/2021
Planning Review	12/06/2021	BLD21137	Review in Progress	20318 166TH AVE NE WOODINVILL...	Lagasse DADU	Kelsey Loch	14	11/22/2021
Completeness Review	12/17/2021	SDL21022	Pending	19414 168TH AVE NE WOODINVILL...	PSE Lake Leota Substat...	Kelsey Loch	28	11/19/2021
Completeness Review	12/21/2021	BLD21168	Applied	17409 133RD AVE NE WOODINVILL...	Oasis Medspa & Salon	Kelsey Loch	28	11/23/2021

Tasks that are getting close to, or over, the Due Date, tend to be given higher priority. Tasks such as Completeness Reviews, which Accela allocates a standard time of 28 days to complete, may drop in perceived importance.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

For new tasks showing up on the to-do list, it may be difficult to tell how long they may take to complete. For example, a Completeness Review may take minutes, but a Public Works review on a complicated site development (SDL) application may take days of concentrated work.

Without a sense of how long a task will actually take, and by working on tasks strictly in order of Due Date, reviewers may be tempted to put off such tasks until closer to the Accela-assigned Due Date. Simple tasks that could be dispatched quickly linger in the system in favor of those approaching due dates. In many cases, simple tasks or permits can be triaged out and quickly dispatched thereby reducing overall turnaround times. Some jurisdictions will allocate a day or an afternoon to the easy permits and tasks just to get them finished and simplify the workload.

> **Recommendation V.10 –** City staff should frequently perform permit triage when new tasks come on their to-do list by asking "How simple will this task be?" and "Can I dispatch this one right now?" to sign off simple tasks quickly for the benefit of downstream tasks and to reduce overall time to permit issuance. In addition, should consider setting aside an afternoon or morning a week to dispatch simple permit applications.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VI. Getting More Value from Accela

Accela is currently used as a simple portal for receiving applications via Accela Citizen Access (ACA) (i.e., the public portal) and as a basic workflow engine to help staff perform essential tasks such as reviews, approval/issuance, and inspections. Out of 87 total application types configured in Accela, 48 (mostly Building) may currently be applied for through ACA, while 39 (mostly Planning) may not. During the Accela implementation in 2018, staff decided not to include these application types on ACA because of the small number of applications and the complexity of determining which application types are required for a project. Instead, applicants contact Planning staff by phone and email and schedule a pre-application conference to receive guidance on application requirements. To apply, applicants fill out a PDF application form and email it with PDFs of plans and other required documents to a Permit Tech who then creates the new application in Accela and uploads plans and documents.

Accela has the potential to automate and improve the permitting process more than is the case currently. Improvements should be made in communications with applicants, document uploading and downloading and document management.

Apart from the initial creation of the application and upload of plans, much of the process details, reviews, and documents appear to be performed outside Accela in email and Word and Excel files stored in Microsoft OneDrive (a cloud-based document hosting service).

This section discusses the following:

- Using Accela for Uploading/downloading all documents
- Consolidated document storage
- Including consultants in system workflow
- Including owner/project sponsors in review comments
- Designating the project manager as “assigned to” for applications in Accela
- Entering conditions of approval in Accela
- Identifying code deviations in Accela
- Staff training

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Using Accela for Uploading/Downloading of Documents

Accela's document upload/download and cloud storage capabilities are not being effectively utilized. Accela has the capability to handle uploading of plans, application documents, revised plans and also downloading of marked-up plans for correction and approved plans. However, many documents continue to be exchanged between applicants and staff by email, with no central record of these document transactions. This also limits the ability to share documents among planning staff including sharing of emails from applicants.

> **Recommendation VI.1 –** All documents uploaded from and downloaded to the applicant should come through the ACA portal, not email. In addition to initial application documents, this should include corrective action lists and drawings marked up with corrections, resubmittals of revised plans from the applicant, and downloads of approved plans upon issuance.
>
> Using the ACA for document transfer preserves a record of transactions from authorized system users and allows automatic versioning of documents that may otherwise become difficult to identify and retrieve. Notifications from Accela can alert applicants that corrections and approved plans are available on ACA and the system can track when and by whom documents are retrieved.

Consolidating Document Storage

Documents associated with the life of a permit, from application to review, approval, issuance, inspection, and close-out are scattered, partly in Accela's cloud-based document repository and partly on multiple OneDrive folders that are not accessible across department boundaries. This makes it

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

difficult to search for documents and for specific document versions that may need to be retrieved for Public Information Requests and researching document history. Currently, all documents for an application are jumbled together with dozens of other files with unintelligible filenames in the same location.

> **Recommendation VI.2 –** The City should consolidate all document storage for an application in Accela, instead of partly in Accela and partly on multiple OneDrive systems. In addition, the City should implement a standard set of virtual folders for each application type in Accela cloud document storage to facilitate filing and retrieval of documents.

Including Consultants in System Workflow

Many applications require external review by outside consultants (Structural, Geotech, Drainage, Arborist, Traffic, etc.). Such tasks have not been configured in Accela or are not being used, so information about which consultants worked on plans, dates of involvement, turn-around time, and working documents generated by the consultants are not being entered into Accela. Instead, this information is stored in email and on OneDrive. This makes it difficult to assess how consultant reviews affect overall turnaround times and how a consultant's work was woven into City staff decision-making. Currently, it is difficult to determine if a consultant was involved in a project at all due to the lack of documentation in Accela.

> **Recommendation VI.3 –** The City should add all external consultants as related parties with specifically defined professional "roles" (such as GeoTech, Arborist, Traffic, etc.) in Accela Contacts. This would allow staff to view external consultants for an application in the Accela Contacts list. Tasks should be created in the workflow for each type of consultant showing dates

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

assigned, due dates, and completion dates. In addition, standard virtual folders should be created in Accela cloud document storage for consultant working documents.

Including Owner/Project Sponsors in Review Comments

Correction Action Lists generated by City staff during the review consolidation phase specify changes, corrections or additional information that must be provided for a project to be in compliance with applicable codes, standards, and ordinances. Correction Action lists are typically sent to a project's design team (i.e., architect and/or engineer) but not necessarily to project owners or sponsors. This is a problem because architects and engineers do not always communicate back to the project owners in a timely manner or they withhold information.

Recommendation VI.4 – The City should send Correction Action lists to all the contacts on record in Accela for the application to make sure all members of an applicant's project team, including owners and sponsors of record, are aware of requirements in the list.

Designating the Project Manager as "Assigned To" for applications in Accela

Accela allows one user to be "Assigned To" the overall application, but individual tasks in the workflow are assigned to individuals in different departments who will perform those tasks. Typically, the Permit Technician who initially processed the application becomes the "Assigned To" individual even though a planner assumes the project manager role for the life of the permit.

Because the planner is not listed as the "Assigned To" individual, it is difficult to generate reports that accurately list all open applications for which the planner is designated as project manager. For

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

example, one planner in Development Services had 11 active tasks on their Accela to-do list but had 32 applications for which they were designated as project manager. Only the active tasks show up on the to-do list and the planner has to resort to manually looking up and keeping ad hoc notes to know the status of the other 21 projects.

> **Recommendation VI.5 –** The City should enact a policy whereby a project manager should update the application record with their UserID when an application is first received or the assignment is transferred to another planner. This will facilitate generating reports showing all the assigned workload for a planner.

Entering Conditions of Approval in Accela

Nearly every permit approved by the City includes conditions of approval. Some may be simple "canned" conditions from the Building Code, where others control allowed uses, the building envelope, materials, required road and drainage infrastructure, and restrictions imposed in Critical Areas. Conditions of approval can be negotiated with the applicant, required by staff, or imposed in a decision by the Hearing Examiner. Conditions of approval may affect project construction or they can influence future development or use of the property well into the future.

Accela has the capability to store conditions of approval to allow them to be applied to related projects, and to automatically pass down certain conditions from parent to child applications (e.g., building permits issued for an approved final plat). Conditions can also require a sign-off by a planner, engineer, or building inspector indicating they've been satisfied allowing future approvals to proceed.

Currently, many conditions of approval are stored in MS-Word documents (such as written decisions) in OneDrive folders, where they may be overlooked in the future as staff may not know or remember

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

where to look. This can result in conditions not being implemented and the potential for serious conflict and litigation.

> **Recommendation VI.6 –** City staff should enter conditions of approval in Accela, especially for complex projects for which conditions need to be checked and enforced over time and where conditions imposed now may affect future development or changes in existing projects over time.

Identifying Code Deviations in Accela

Many applicants request deviations from published zoning, development, Fire, Public Works, and other codes, ordinances, and standards. Examples include requests to increase the number of housing units above code allowances, reducing building setbacks and parking requirements, and reducing street width.

While City codes and ordinances allow deviations to be considered on a case-by-case basis, deviations typically require negotiations between applicants and the City and/or consultant involvement. This invariably adds to the turnaround time for processing permit applications. Accela currently has no way to track which applicants are asking for deviations.

> **Recommendation VI.7 –** The City should add data fields in the Accela Summary screen to clearly identify that the application includes a requested deviation from standards. Added fields should include the type(s) of deviations requested and a note field with a brief description. These additional data fields will facilitate generating an Accela report listing deviation requests and keeping tabs on potentially excessive turnaround times.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Staff Training

When the current version of Accela was implemented in 2018, the City worked with an Arizona-based third party consulting firm called IK Consulting to configure permit types, fee calculations, workflows, printed forms, and other components of the system to the City's needs. IK Consulting also provided training at that time. Since that time there has been no formal user training for City staff (e.g., using the ad-hoc report writer, system administration). Newly hired City staff have either learned the system on their own or received some informal training by their peers. The lack of a more formal, systematic training approach will result in misuse of the system, unusable data and missing out on new system capabilities.

> **Recommendation VI.8 –** New City permitting staff should receive formal Accela training from Accela, IK Consulting, or other Accela-approved training vendor and not just rely on an informal and unstructured mentoring by more senior staff. Periodic refresher training every 18-24 months, from an approved vendor, should also be provided.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VII. Serving the Public Better

While recognizing that the ultimate goal of land use regulation and permit review is adherence to code, City development standards and a built environment that is consistent with the vision of City policy makers, the City is also in the business of serving the public. To the extent that Development Services and Public Works can maximize service to the public without compromising their regulatory mission, they should make that effort. This section discusses some options for the City to improve their public service.

- Pre-app conferences
- Help for the average citizen

The City should strive for a better balance between code compliance and public service. To the extent that compliance isn't compromised, there should be some room to better help all applicants but especially those who are not in the building trade or are not using design professionals.

Pre-Application Conferences

The City offers every applicant an opportunity to participate in a pre-application conference. This is a conference designed to alert the applicant to potential issues and concerns regarding the site and the proposed project. Common issues raised at these conferences include critical areas (e.g., wetlands, stream buffers), traffic impacts, design review issues (e.g., building facades, landscaping), site issues (e.g., street dimensions), infrastructure availability, and other Code requirements.

While many applicants choose to participate in a conference, some do not, only to realize later in the application review process that certain issues and requirements could have been surfaced early on and now require additional time and cost to resolve.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VII.1 – The City should pro-actively reach out and require pre-application conferences for applicants in the following situations:

- Developers, builders, and contractors who have not previously worked in Woodinville and who may not be familiar with City code requirements.
- Sites shown as being in Critical Areas, according to Critical Area maps maintained by the City.
- Any combination of application types including
    - Critical Area Determination (CAD)
    - Critical Area Alteration (CAE)
    - Land Use Approval (LUA)
    - Site Development (SDL)
    - Design Review (DRA)
    - Deviation of Decision (DEC)
- Homeowners applying for permits without the help of design professionals.

Help for the Average Citizen

Applying for and working through the permit process can be daunting for homeowners and citizens who have never been through the process before and are unfamiliar with City codes and ordinances and with the various steps in the review process. Commonly asked questions include:

1. What kinds of permits do I need for my project?
2. What kind of information do I need to supply with an application?
3. How much will it cost?
4. How long will it take to get the permit?
5. How can I see that my application is on-track through the system?

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VII.2 – The City should develop informational PDFs that can be downloaded from the City website, listing requirements for typical single-family residential projects: additions, remodels, garages, sheds, decks, and retaining walls. Sketches and sample illustrations for site plans, deck details, height calculation, and rockeries would be helpful for unsophisticated applicants. While the City website already includes application forms and checklists, material specific to frequently built projects would provide enhanced assistance for members of the general public and those not involved in the building or design trades.

Recommendation VII.3 – The City should implement a permit fee calculator in Accela Community Access (ACA), (i.e., the public portal to Accela) to allow citizens to enter information about a proposed project and print out an estimate based on information entered.

Recommendation VII.4 – The City should configure the Communication Manager function within Accela to send automatic emails to applicants and others associated with an application whenever a user signs off a task signifying a status changes (e.g., completeness review, plans routed) instead of creating memos in Word or writing up emails regarding the status change. ACA also includes a basic progress indicator showing the applicant which tasks are underway, completed, and yet to be done

Recommendation VII.5 – Assigned project managers should reach out to the homeowner or citizen on applications that appear to be from unsophisticated applicants especially if they are not using professional engineers or architects. A brief phone call early in the process, introducing oneself as the project manager and asking if there are any questions can be a big help in allaying fears about the process. In the days before electronic submittal, this was accomplished when the applicant brought paperwork to apply at the counter. This recommendation should include a caveat that the City cannot replace the role of engineers or

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

architects in designing a project, but the City can improve communication about expediting or explaining the process.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VIII. Geographic Information System (GIS)

Woodinville licenses a suite of GIS software from the Environmental Sciences Research Institute (ESRI), including desktop ArcGIS Pro and web-based ArcGIS Online. GIS offers enormous potential to display maps of physical and environmental layers for all staff to use in reviewing applications. In addition, GIS data can be available 24/7 on a public website allowing citizens and applicants to see:

- Property information and environmental constraints such as Critical Areas, floodplains, and steep slopes
- Available city services such as water, sewer, and storm drainage
- Current permit applications and projects in the neighborhood

This section discusses the following:

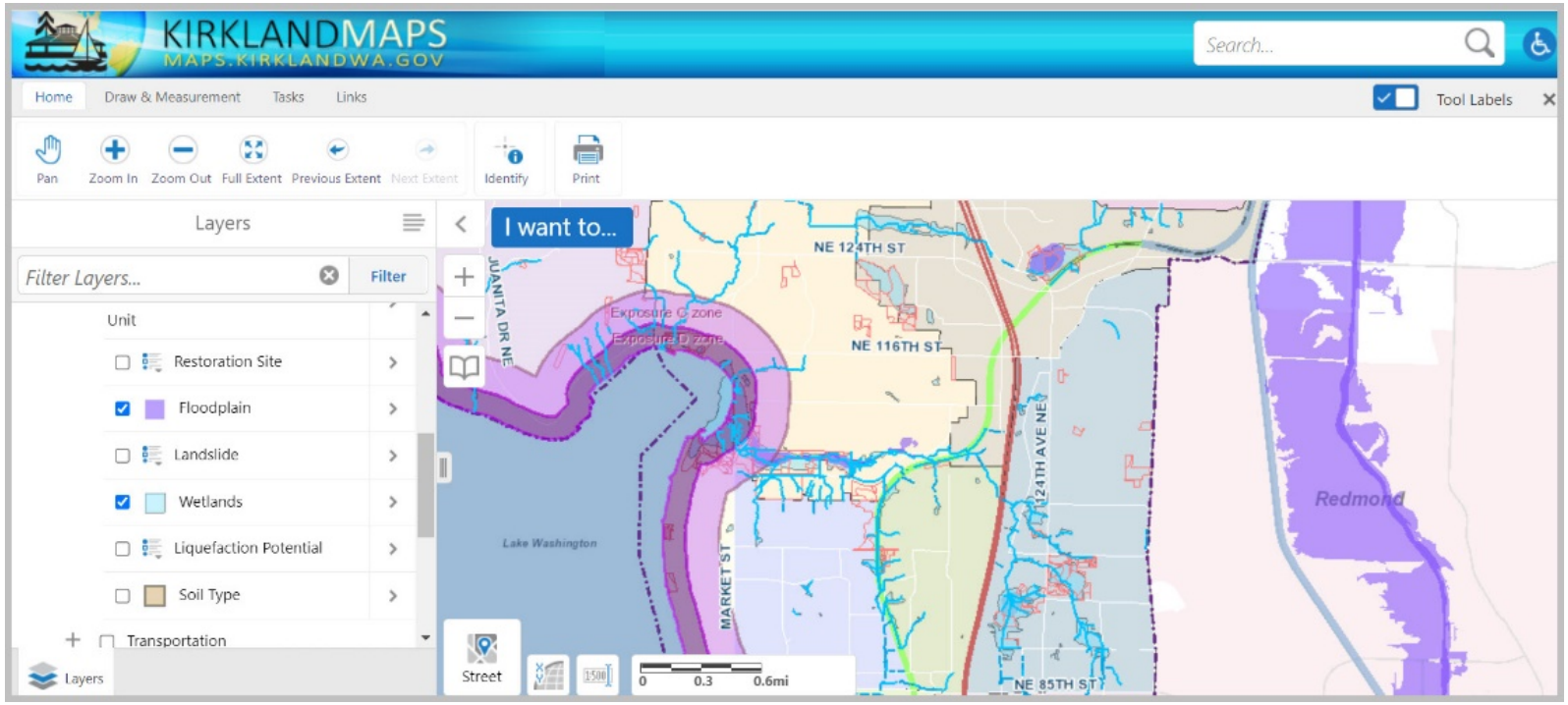
- Public Access to GIS
- Critical Areas
- Addressing point layer
- Utility availability maps
- Active Projects Map Page on City Website
- Accessing documents via GIS map

The City has GIS but does not use it to its potential. GIS enhancements could provide more information to the public, better information on site characteristics that could impact development and information that could help permitting staff perform their jobs better.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Public Access to GIS

Many of Woodinville's neighboring cities offer extensive online GIS data to citizens via city websites. Below is an example from Kirkland (KirklandMaps).



No city-maintained GIS website is currently available to the public or to Development Services staff in Woodinville. To research physical and environmental conditions on a site during permit review, Development Services uses King County's browser-based iMAP application and limited city layers viewed through desktop GIS (which stopped working recently and no one has followed up to fix).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

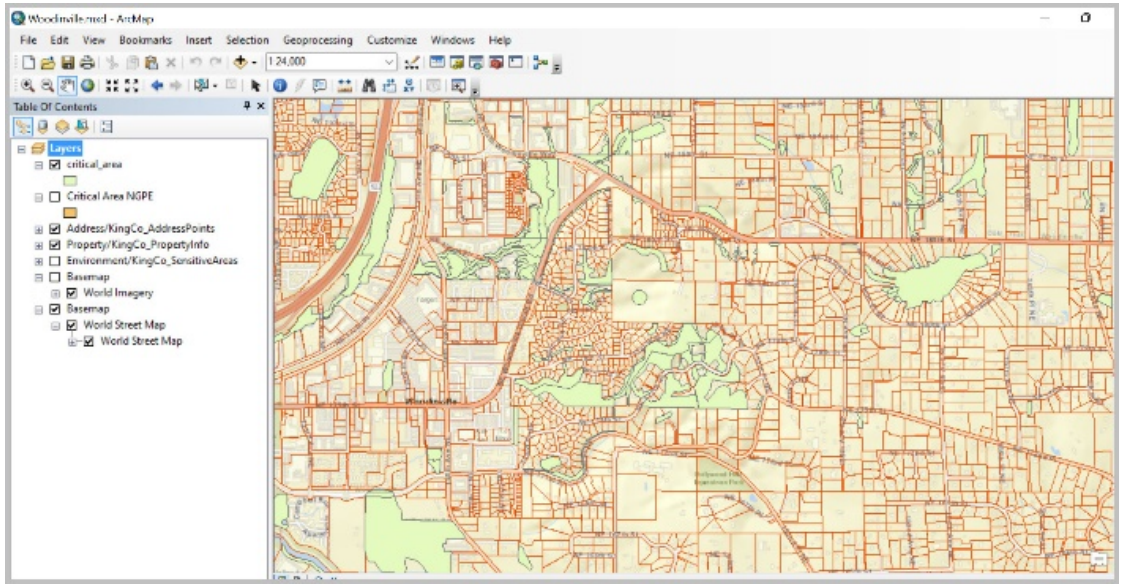
Recommendation VIII.1 – The City should implement web-based GIS for both public users on the City website and for internal staff use in all departments. Use surrounding communities as a guide for the data layers and types of services provided. A number of GIS vendors offer packaged, ESRI-compatible website designs that can be easily integrated into the City's website. Initial contacts should include:

Heather Glock, Account Rep for City of Woodinville
Environmental Systems Research Institute (ESRI)
Phone: 360-754-4727
111 Market St NE, Suite 250
Olympia, WA 98501
Email: hglock@esri.com

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Critical Areas

City staff use King County iMAP to research locations in the city limits. Many of the data layers, including Critical Areas in iMAP, cover unincorporated King County but are inaccurate and incomplete within the city limits. King County's Critical Areas map was last updated in 1990 but the current City Critical Areas layer (light green-shaded areas below) is updated by Public Works regularly as new plats and project as-builts are received. It's an excellent data source about one of Woodinville's most difficult natural constraints, yet virtually no one can access it.



Recommendation VIII.2 – The City should install a Critical Areas map layer in a new web-based ArcGIS application for use by both public and internal staff. The public GIS interface should include banners, pop-ups, or other visual devices to alert new users to the site about new availability of Critical Areas layers.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Addressing Point Layer

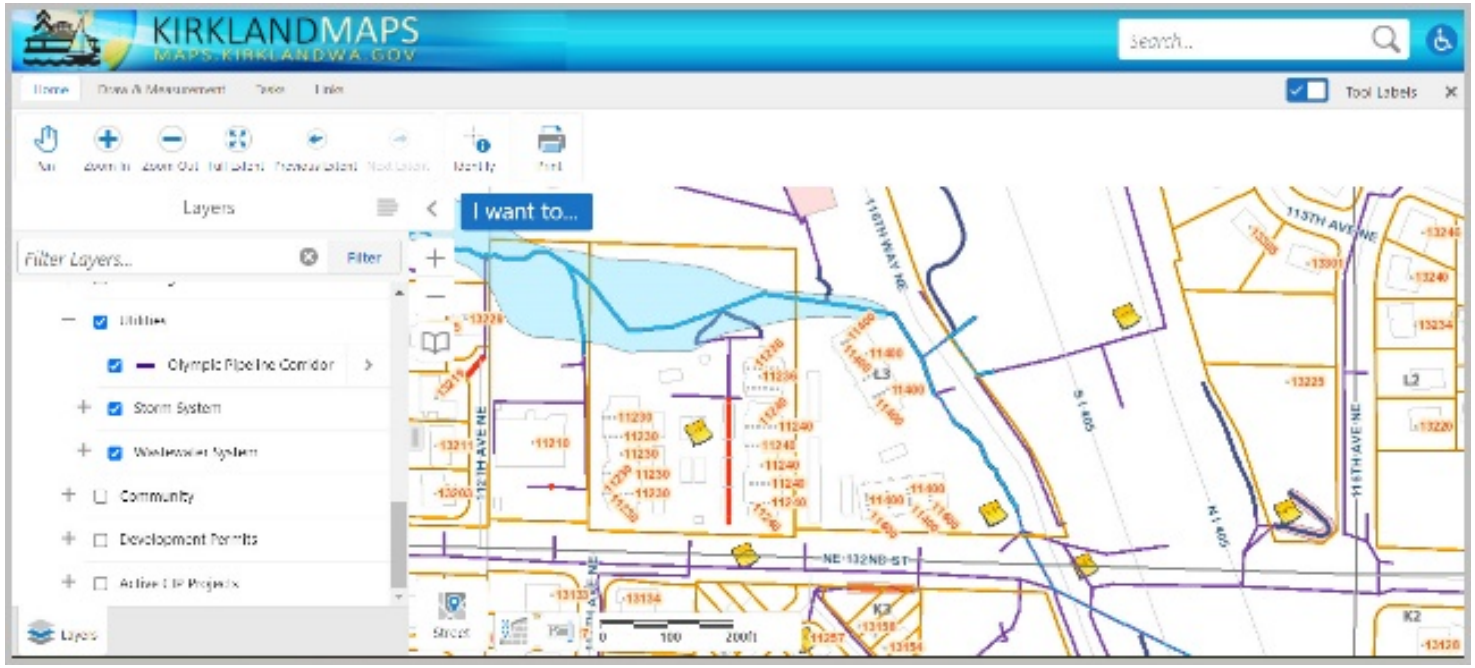
Looking up properties on a map by address is an everyday task for most City staff yet staff must rely on King County iMAP's parcel map layer to do so. While the King County Assessor maintains an up-to-date parcel base layer, it may be missing address points because the Assessor needs only one address for the parcel, but the City is responsible for addressing and may assign many addresses to a multi-tenant building on that single parcel, addressed off different streets.

> **Recommendation VIII.3 –** The City should implement and maintain an address point layer in GIS and display of that layer in both public and internal web-based GIS applications.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Utility Availability Maps

Many nearby cities include map layers showing the availability of water, sewer, and drainage systems on both public and internal web-based GIS. Below is a screenshot from KirklandMaps (which is found on the City's webpage). Property owners, real estate agents, potential buyers, as well as city staff, can easily determine which services are available on a site.



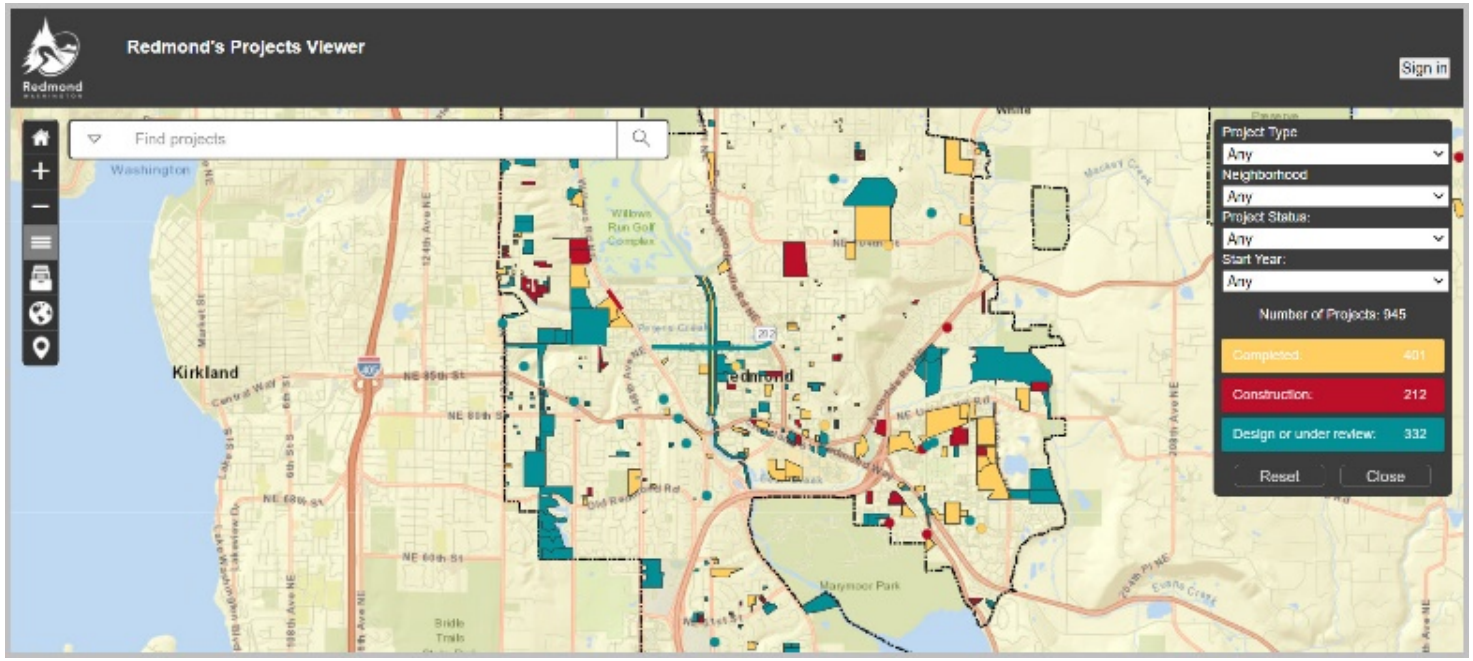
Recommendation VIII.4 – The City should work with the Woodinville Water District, which provides water and sewer service to parts of Woodinville, to provide simple availability maps for its service area in the City. We are aware of Homeland Security concerns about providing such

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

infrastructure information on a public site. Yet many cities provide basic availability maps without exposing critical infrastructure detail.

Active Projects Map Page on City Website

Online public GIS can be a valuable tool for citizen access by providing a searchable map of on-going permit applications and development projects. Instead of calling or emailing staff about activity in their neighborhood, citizens can look at a real-time map of applications and projects and click to drill down for more information. Below is an example from Redmond.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VIII.5 – The City should implement an active projects GIS map in the City's website. An active projects GIS layer can be created by connecting Accela permit data to a parcel base layer. Symbolizing with colored points, lines, and shadings denotes the types of applications. Such a map can be created in the City's ArcGIS Online environment by a reasonably competent GIS analyst familiar with Accela and ArcGIS Online.

Accessing Documents via GIS Map

Accela GIS, an add-on module for the City's existing permit system, allows internal staff to locate permit applications and projects from a web-based map. Currently, there is no way to locate applications and projects from a map. Because document files, such as approved plans, project reviews, consultant reports, and other information stored in Accela's cloud document storage are linked in the database to both address and parcel data, linking further to the map may make it possible to click on a map location and, for example, pull up all the geotechnical reports for projects in the surrounding area without manually searching for documents on each application in the system.

Recommendation VIII.6 – The City should implement Accela GIS and its document lookup capabilities to provide better information for staff about nearby conditions when reviewing applications. Accela and IK Consulting should be able to provide guidance from other customers who have implemented this functionality.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

IX. Administrative Improvements

This section addresses miscellaneous administrative improvements in the following areas:

- Clearing inactive applications
- Investigating uninspected permits
- Public Information Requests
- Business/liquor licenses

The City's Accela system has a large number of dormant applications and issued, but uninspected, permits. Efforts should be made to purge some records and follow up on the uninspected permits. In addition, the City should improve recordkeeping practices for public information requests and business licenses. .

Clearing Inactive Applications

The Accela system contains many dormant applications or pending tasks, some dating back years. In some cases, the project was completed but certain tasks, such as inspections, were not closed out. In other cases, a reviewer issued a memo requesting corrections or a notice of incomplete application but the applicant never responded (which can happen for many reasons). While these dormant applications are not harming anything and may, in fact, be resurrected at some point, they do clutter up the workflow and, for expired applications, they should be purged.

Recommendation IX.1 – The City should periodically review inactive or dormant applications or pending tasks and close or purge them from Accela, per WMC requirements.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Investigating uninspected permits

Similarly, Accela contains many building-related permits that had been issued, but for which no inspections had ever been performed (or was performed but not recorded in Accela). This sometimes occurs with minor plumbing and mechanical inspections, where the contractor obtains the permit and does the work, but never calls for inspection. This oversight may expose the contractor, property owner, and the City to potential legal liability if faulty work is performed.

> **Recommendation IX.2 –** The City should determine whether uninspected permits are the result of recordkeeping lapses (and correct those) or the result of missed inspections. For the latter, the City should contact owners whose permits have not received inspection within 180 days of issuance and request that the inspections be scheduled and completed. If there is no response the permit should be voided in the system.

Public Information Requests (PIRs)

The Washington State Public Records Act (RCW 42.56) allows any member of the public to request public information about a property, permit, or action taken by a municipality in the State. Types of requests received often include documents and emails pertaining to a permit, a parcel of land in the city, action of City Council, etc. Requests are filed with the City Clerk through a web-based cloud app called JustFOIA. The City Clerk then assigns requests related to Development Services to a planner. State law requires a response back to the requestor within 5 days, stating how long it will likely take to assemble the requested documents.

At this point, the assigned planner must review and accumulate PDF files, Accela records, GIS documents, electronic documents from one or more OneDrive folders related to the application, plus

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

any historic paper plans and documents used before the advent of electronic review. Paper documents are scanned as PDFs. The City Clerk's office searches the City's email servers for emails related to the request and saves them as PDFs, which are combined with document PDFs and sent to the requestor as an email link to OneDrive.

During 2021, Development Services responded to 106 of the 131 PIRs filed with the City (81%), an average of two requests per week. Gathering the requested information may take as little as 30 minutes or many hours over several days for complicated cases.

> **Recommendation IX.3 –** The City should create a simple case type in Accela to track PIRs in Accela listing the addresses, parcels, and applications related to a PIR, along with the dates the request was received and fulfilled and the UserID of the Development Services staffer handling the request. This can help provide historic data about staff workload responding to such requests and help when researching future requests in the same areas.

Business License and Liquor License Reviews

Before 2019, Business Licenses were issued by the City but since then this function has been absorbed by the Washington State Department of Revenue (DOR). Applications are filed through DOR, which then notifies the City to do any required department reviews and respond with a recommendation to approve or not approve the license. The City's Finance Department assigns Development Services to conduct a review based on the zoning code and other applicable sections of WMC and respond back to Finance. Finance then submits the City's recommendation to DOR. Business License renewals follow a similar path. No Business Licensing applications or tracking information is currently stored in Accela.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

In 2021, Development Services reviewed 337 license applications, approving 309 and denying 28, as shown in the table below. On average, Development Services staff must evaluate and prepare a response to one new DOR licensing request every business day, in addition to regularly assigned permit review tasks in Accela.

Review by Development Services is vital, in that some businesses requesting DOR licenses may not be permitted uses according to the zoning code or may be subject to bulk, density, or performance standards. For example, a proposed fast-food outlet may be a permitted use according to zoning, but the proposed site may be too small to accommodate required parking.

Issuance of a Business License does not grant carte-blanche approval for a business to operate in a city, so it's important to review applications to recommend denial of incompatible applications or to notify Business License applicants of additional City requirements. Business Licenses that are issued without careful screening may create liability for the City if the business opens, thinking everything is okay, then gets shut down with violations.

> **Recommendation IX.4 –** The City should enter DOR Business Licensing reviews in Accela, by piggybacking on the existing Home Occupation Permit (HOP) processed by the City, independently from the State DOR Business License. The data structure and review processes are already in place in Accela. This will allow automatic routing to applicable staff, tracking review times, and providing a process record related to all businesses licensed in Woodinville. In addition, having business license records in Accela will allow mapping and analysis of trends about the types and locations of businesses coming to the City.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix A – GIS Analyst Job Duties (See recommendation III.1)

- Develop and maintain data documentation for the City's core GIS data sets.
- Augment GIS with additional layers
- Maintain the public GIS interface
- Work with City staff to develop complex analysis and reports.
- Production of high quality maps for City Departments.
- Works with City Departments on developing spatial analyses in support of their program areas.
- Ensures accuracy and completeness of data entry.
- Analyze the GIS application needs of client departments and perform application development projects.
- Provides information and technical assistance to users regarding the GIS system and other related issues.
- Aids in project planning and management.
- Provides technical support for GIS and database software.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix B – Red Line Report Specifications (See Recommendation IV.4)

- Application records sorted by permit type and project name
- Task and Task Status limited to those tasks where City staff have an active role (e.g., routed for review, revisions received)
- Projects on hold, completed, not approved or deemed incomplete are not included in record selection
- Only those tasks that have not been completed and where the report date exceeds the due date by 7 days or more are included
- Days overdue is reported along with assigned staff name

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix C – Sample Application Checklists (See Recommendation V.1)

- City of Bothell Commercial/Multi-family Permit Checklist: https://www.bothellwa.gov/DocumentCenter/View/862/2---Commercial--Multi-Family-Building-Permit-PDF?bidId=
- City of Bothell Critical Areas Identification and Alteration Checklist: http://www.ci.bothell.wa.us/DocumentCenter/View/917/25---Critical-Areas-Alterations-Checklist-PDF?bidId=
- City of Bothell Final Short Plat: http://www.ci.bothell.wa.us/DocumentCenter/View/920/27a---Final-Short-Plat-Intake-Checklist-PDF?bidId=
- City of Bothell SF Building Permit: http://www.ci.bothell.wa.us/DocumentCenter/View/851/3---Single-Family-Building-Permit-PDF?bidId=
- City of Bothell Site Plan Review: http://www.ci.bothell.wa.us/DocumentCenter/View/8286/15---Site-Plan-Review-PDF?bidId=

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix E – List of Recommendations

Recommendation III.1 – Based on the strategic and policy needs of the City and the results obtained from the Workload and Staffing Forecasting Model, the City should right size the staffing level of DS and PW and augment the organization as follows:

1) Create, budget, and recruit for an additional Engineer I position for Public Works-Engineering. This new position would handle permit review and selected CIP tasks.
2) Management Analyst capabilities need to be added for tracking workloads and performance, management reporting, budget and financial analysis, contract management for engineer and consultant contracts and task orders, ADA transition planning, transportation master planning, and overseeing the capital improvement plan.
3) Reclassify the existing Engineer Tech position in PW to a GIS Analyst. The City does not have a GIS Analyst job description but Appendix B contains the essential duties of this position. In addition, this position can also process right-of-way permits.

Recommendation III.2 – The City should amend the Interlocal Agreement with WFR so that the Director of DS, as delegated by the City, will have direct supervision of the Deputy Fire Marshal for all permit review tasks performed by WFR. All other responsibilities of the Deputy Fire Marshal and any discipline, promotion, annual review functions should continue to be within the authority of WFR. These contract terms should flow through to any subcontracting organizations (i.e., Eastside Fire & Rescue).

Recommendation IV.1 – The City should change time standards for certain critical tasks in the permit review process (All days in calendar days):

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Plan Routing. Plan routing is the process of routing newly submitted building and site plans to the reviewing departments (e.g., Development Services, Public Works). Since nearly all plans are submitted online, the routing is also done in digital form. The current standard for plan routing is currently set at 7 days but should be compressed to 3 days.

Completeness Review. A completeness review is performed for all newly submitted applications and plans. Each reviewing department reviews the submittal and determines if all the documentation necessary to perform the actual review is present (i.e., the submittal is "complete"). While State Law sets a maximum of 28 days to determine if an application is complete, the City should strive to determine if an application is complete enough to proceed with the actual review within 7 days of application. This goal is attainable if Permit Technicians are tasked with conducting the completeness review (See recommendation V.5).

Review Consolidation. Review consolidation is the step in the process at which all department reviews are complete, and comments are bundled together by the Project Manager (usually a Planner) for forwarding to the applicant. Review consolidation may result in approval of the plans or a request for revised plans or clarifications to deal with comments and corrections noted by the reviewing departments. Because department reviews are done in parallel, the number of days to get to Review Consolidation will be determined by the slowest reviewing department. The standard for review consolidation is currently set at 7 days in most cases but should be compressed to 5 days.

Permit Issuance. Currently, the standard for this task is 7 days in most cases but should be set at 4 days.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation IV.2 – The City should publish the above time standards on the City website and also post a report on actual times. Start by developing internal monthly reports showing percentage of applications meeting the targets. Adjust targets as needed, then begin publishing reports on the City website when the City is confident about meeting the standards.

Recommendation IV.3 – The City should activate the start/stop processing clock in Accela to track the number of days reviews are active with City staff and the number of days it takes for the applicant to respond to requests for information and to resubmit plans in response to corrections required by City staff.

Recommendation IV.4 – The City should implement a "Red Line" report to track applications where tasks are exceeding standard time allocations by more than 7 days. For example, if a building plan review is more than 7 days past its due date, this should be reported to both the reviewing department's management (e.g., Development Services, Public Works) and the Office of the City Manager. This will provide an early warning system to identify overdue tasks in real-time and direct management's attention to these tasks so they can be worked by staff or whatever logjam is occurring can be cleared. This type of report may have to be configured using Crystal Reports and may require a consultant to configure and test the report and train users. Specifications for this report are included in Appendix C.

Recommendation V.1 – The City should revise application checklists to call out requirements that have in the past been missed and cause failed Completeness Reviews. These checklists should match with checklists used by City staff to determine if an application is complete. Commonly missed requirements include:

> **Site plan requirements.** A number of cities in the Seattle area publish site plan requirements on their websites, which could be used as a guide for requiring better information and illustrative diagrams on issues such as contour lines (existing and proposed), setbacks, easements, building

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

envelopes and height calculations, boundaries of Critical Areas, and other natural and manmade features of the site. Appendix D includes links to examples of site plan requirements from the City of Bothell which provide a good model.

External mechanical equipment. Community concerns about noisy air conditioners and bulky, unisightly rooftop equipment have sparked code changes requiring additional review for setbacks and visual and noise screening – something that homeowners may not be ready to deal with. The city should amend mechanical permit application checklists to require illustrative diagrams showing required setbacks and screening to expedite Planning review of setbacks and rooftop screening for external equipment.

Recommendation V.2 – The City should implement procedures to keep applications flowing if Permit Technicians are out of the office, especially with unpredictable COVID-19 illnesses. If a Permit Technician is absent for more than three days, the remaining Tech, or one of the planners, should be assigned to check the absent Tech's task queue and move the stalled tasks along. In the event of a lengthy planned absence, such as two weeks' vacation, Development Services management should assign the Tech's duties to other Techs and planners on a rotating basis.

Recommendation V.3 – The City should configure Accela to automatically compute up-front fees for all application types, so an applicant can pay them immediately, at the time of online application, without waiting for a Tech to create an invoice. If the applicant chooses to pay online, the application can move automatically to the Completeness Review task in the workflow thereby kicking off the review process. If paying by check, workflow is held until receipt of the check.

Recommendation V.4 – During department reviews, staff should add and update all fee categories from their own departments, that are required for issuance or approval. Such fees should be immediately

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

available for online payment by the applicant, without having to wait for a Permit Tech to prepare an invoice before payment is allowed on Accela.

Recommendation V.5 – The City should have Permit Technicians perform completeness reviews, calling on specialized staff only as necessary. In many jurisdictions, it has been customary for decades for Techs to perform this task. Notification back to the applicant can be sent through Accela's Communication Manager, without the additional work of preparing a formal signed memo in MS-Word.

For this to be successful, applicants should have informative application checklists that highlight what is required to make a complete application (See recommendation V.1 for more on this). Permit Technicians should have training and instructions on how to quickly check an application, without making judgments that should be reserved for higher level plan reviewers.

Feedback from department reviews should be used to fine-tune completeness criteria and application documents over time. The combination of having Permit Technicians perform DoCs and doing notifications through Accela instead of generating memos in MS-Word has the potential to trim weeks off processing times for many applications.

Recommendation V.6 – The City should adopt a common spreadsheet format for use by all reviewers. Each department should forward their correction spreadsheet to the project manager, who would consolidate the rows from reviewer spreadsheets into a Correction Action List spreadsheet to be printed as a PDF and emailed to the applicant. This will save time in reformatting and wordsmithing combined memos and presenting the items in a consistent format from one review cycle to the next. In addition, text in the Issue/Correction column should read as declarative requirements, including specific code wording to guide the applicant about meeting requirements. For example, the items about height calculation above should state the maximum allowed by code and the method used by code to calculate height.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation V.7 – The City should reduce the scope of the DRC to a standards setting body (which would then feed into code amendments) and should not be used in the permit review process.

Recommendation V.8 – The City should refrain from preparing approval memos for simple permits to free up time for more complicated projects. Staff can simply stamp plans as 'approved' and issue the permit.

Recommendation V.9 – Reviewers in all departments should be equipped with digital approval stamps, of a consistent design across all departments, including the name of the approver, date/time stamp, and applicable wording and disclaimers, which can be applied in Bluebeam to applicable sheets in the approved plans. Such stamps can then be "burned into" the PDF file to help prevent future alteration. Stamping individual sheets also verifies that a reviewer has seen and approved each applicable sheet, instead of simply commenting on plans in a memo.

Recommendation V.10 – City staff should frequently perform permit triage when new tasks come on their to-do list by asking "How simple will this task be?" and "Can I dispatch this one right now?" to sign off simple tasks quickly for the benefit of downstream tasks and to reduce overall time to permit issuance. In addition, should consider setting aside an afternoon or morning a week to dispatch simple permit applications.

Recommendation VI.1 – All documents uploaded from and downloaded to the applicant should come through the ACA portal, not email. In addition to initial application documents, this should include corrective action lists and drawings marked up with corrections, resubmittals of revised plans from the applicant, and downloads of approved plans upon issuance.

Using the ACA for document transfer preserves a record of transactions from authorized system users and allows automatic versioning of documents that may otherwise become difficult to identify and

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

retrieve. Notifications from Accela can alert applicants that corrections and approved plans are available on ACA and the system can track when and by whom documents are retrieved.

Recommendation VI.2 – The City should consolidate all document storage for an application in Accela, instead of partly in Accela and partly on multiple OneDrive systems. In addition, the City should implement a standard set of virtual folders for each application type in Accela cloud document storage to facilitate filing and retrieval of documents.

Recommendation VI.3 – The City should add all external consultants as related parties with specifically defined professional "roles" (such as GeoTech, Arborist, Traffic, etc.) in Accela Contacts. This would allow staff to view external consultants for an application in the Accela Contacts list. Tasks should be created in the workflow for each type of consultant showing dates assigned, due dates, and completion dates. In addition, standard virtual folders should be created in Accela cloud document storage for consultant working documents.

Recommendation VI.4 – The City should send Correction Action lists to all the contacts on record in Accela for the application to make sure all members of an applicant's project team, including owners and sponsors of record, are aware of requirements in the list.

Recommendation VI.5 – The City should enact a policy whereby a project manager should update the application record with their UserID when an application is first received or the assignment is transferred to another planner. This will facilitate generating reports showing all the assigned workload for a planner.

Recommendation VI.6 – City staff should enter conditions of approval in Accela, especially for complex projects for which conditions need to be checked and enforced over time and where conditions imposed now may affect future development or changes in existing projects over time.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VI.7 – The City should add data fields in the Accela Summary screen to clearly identify that the application includes a requested deviation from standards. Added fields should include the type(s) of deviations requested and a note field with a brief description. These additional data fields will facilitate generating an Accela report listing deviation requests and keeping tabs on potentially excessive turnaround times.

Recommendation VI.8 – New City permitting staff should receive formal Accela training from Accela, IK Consulting, or other Accela-approved training vendor and not just rely on an informal and unstructured mentoring by more senior staff. Periodic refresher training every 18-24 months, from an approved vendor, should also be provided.

Recommendation VII.1 – The City should pro-actively reach out and require pre-application conferences for applicants in the following situations:

- Developers, builders, and contractors who have not previously worked in Woodinville and who may not be familiar with City code requirements.
- Sites shown as being in Critical Areas, according to Critical Area maps maintained by the City.
- Any combination of application types including
  - Critical Area Determination (CAD)
  - Critical Area Alteration (CAE)
  - Land Use Approval (LUA)
  - Site Development (SDL)
  - Design Review (DRA)
  - Deviation of Decision (DEC)
- Homeowners applying for permits without the help of design professionals.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VII.2 – The City should develop informational PDFs that can be downloaded from the City website, listing requirements for typical single-family residential projects: additions, remodels, garages, sheds, decks, and retaining walls. Sketches and sample illustrations for site plans, deck details, height calculation, and rockeries would be helpful for unsophisticated applicants. While the City website already includes application forms and checklists, material specific to frequently built projects would provide enhanced assistance for members of the general public and those not involved in the building or design trades.

Recommendation VII.3 – The City should implement a permit fee calculator in Accela Community Access (ACA), (i.e., the public portal to Accela) to allow citizens to enter information about a proposed project and print out an estimate based on information entered.

Recommendation VII.4 – The City should configure the Communication Manager function within Accela to send automatic emails to applicants and others associated with an application whenever a user signs off a task signifying a status changes (e.g., completeness review, plans routed) instead of creating memos in Word or writing up emails regarding the status change. ACA also includes a basic progress indicator showing the applicant which tasks are underway, completed, and yet to be done

Recommendation VII.5 – Assigned project managers should reach out to the homeowner or citizen on applications that appear to be from unsophisticated applicants especially if they are not using professional engineers or architects. A brief phone call early in the process, introducing oneself as the project manager and asking if there are any questions can be a big help in allaying fears about the process. In the days before electronic submittal, this was accomplished when the applicant brought paperwork to apply at the counter. This recommendation should include a caveat that the City cannot replace the role of engineers or architects in designing a project, but the City can improve communication about expediting or explaining the process.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VIII.1 – The City should implement web-based GIS for both public users on the City website and for internal staff use in all departments. Use surrounding communities as a guide for the data layers and types of services provided. A number of GIS vendors offer packaged, ESRI-compatible website designs that can be easily integrated into the City's website.

Recommendation VIII.2 – The City should install a Critical Areas map layer in a new web-based ArcGIS application for use by both public and internal staff. The public GIS interface should include banners, pop-ups, or other visual devices to alert new users to the site about new availability of Critical Areas layers.

Recommendation VIII.3 – The city should implement and maintain an address point layer in GIS and display of that layer in both public and internal web-based GIS applications.

Recommendation VIII.4 – The City should work with the Woodinville Water District, which provides water and sewer service to parts of Woodinville, to provide simple availability maps for its service area in the City. We are aware of Homeland Security concerns about providing such infrastructure information on a public site. Yet many cities provide basic availability maps without exposing critical infrastructure detail.

Recommendation VIII.5 – The City should implement an active projects GIS map in the City's website. An active projects GIS layer can be created by connecting Accela permit data to a parcel base layer. Symbolizing with colored points, lines, and shadings denotes the types of applications. Such a map can be created in the City's ArcGIS Online environment by a reasonably competent GIS analyst familiar with Accela and ArcGIS Online.

Recommendation VIII.6 – The City should implement Accela GIS and its document lookup capabilities to provide better information for staff about nearby conditions when reviewing applications. Accela

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

and IK Consulting should be able to provide guidance from other customers who have implemented this functionality.

Recommendation IX.1 – The City should periodically review inactive or dormant applications or pending tasks and close or purge them from Accela, per WMC requirements.

Recommendation IX.2 – The City should determine whether uninspected permits are the result of recordkeeping lapses (and correct those) or the result of missed inspections. For the latter, the City should contact owners whose permits have not received inspection within 180 days of issuance and request that the inspections be scheduled and completed. If there is no response the permit should be voided in the system.

Recommendation IX.3 – The City should create a simple case type in Accela to track PIRs in Accela listing the addresses, parcels, and applications related to a PIR, along with the dates the request was received and fulfilled and the UserID of the Development Services staffer handling the request. This can help provide historic data about staff workload responding to such requests and help when researching future requests in the same areas.

Recommendation IX.4 – The City should enter DOR Business Licensing reviews in Accela, by piggybacking on the existing Home Occupation Permit (HOP) processed by the City, independently from the State DOR Business License. The data structure and review processes are already in place in Accela. This will allow automatic routing to applicable staff, tracking review times, and providing a process record related to all businesses licensed in Woodinville. In addition, having business license records in Accela will allow mapping and analysis of trends about the types and locations of businesses coming to the City.

Certificate Of Completion

Envelope Id: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F
Status: Completed
Subject: RFP 10878-25 Business License Process, Policy, Compliance, Eval and Recs Closes 9/10/2025 @ 2pm PST
Source Envelope:
Document Pages: 155
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
DocuSign Purchasing
15670 Ne 85th St
Redmond, WA 98052
docusignpurchasing@redmond.gov
IP Address: 73.11.225.155

Record Tracking

Status: Original
9/10/2025 10:29:03 AM
Holder: DocuSign Purchasing
docusignpurchasing@redmond.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
David Howe dhowe1000@gmail.com strategica, inc. Security Level: Email, Account Authentication (None)	Signed by: David Howe 5EDF0E07AA9A4CF... Signature Adoption: Pre-selected Style Using IP Address: 2601:600:a401:6a60:7d47:139b:1291:abeb	Sent: 9/10/2025 10:29:04 AM Viewed: 9/10/2025 10:29:44 AM Signed: 9/10/2025 10:31:47 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 204.152.61.20	Sent: 9/10/2025 10:31:50 AM Viewed: 9/10/2025 2:02:03 PM Signed: 9/10/2025 2:02:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2025 10:29:04 AM
Certified Delivered	Security Checked	9/10/2025 2:02:03 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	9/10/2025 2:02:12 PM
Completed	Security Checked	9/10/2025 2:02:12 PM

Payment Events	Status	Timestamps

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-171
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	David Amble	Real Property Manager

TITLE:
Approval of Lease Amendment for Northwest Restaurants, Inc.

OVERVIEW STATEMENT:
The City owns the parcel at 15802 Bear Creek Parkway and leases the property to Northwest Restaurants, Inc. (NWR), which operates a Kentucky Fried Chicken (KFC) restaurant at the location. The lease is currently operating on a year-to-year basis and will expire on June 30, 2026, if no additional 1-year options are exercised. NWR's franchise agreement with KFC requires NWR plan and perform capital improvements on the property; however, NWR will forego improvements without a long-term lease. The proposed lease amendment revises the terms to two five-year periods, along with four five-year options. The profit-sharing portion of the original lease is maintained.

☒ **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:**
  N/A
- **Other Key Facts:**
  The lease amendment switches from a CPI-U based rate escalator to a fixed rate, providing more predictable revenues and expenses for both parties. Prior lease terms are kept, including the annual 6% profit share after deduction of annual rent expenses.

OUTCOMES:
Upon amending the lease, the property will remain occupied, and the City will continue to receive revenue from the lease and the profit-sharing agreement. NWR will also move forward with capital improvement planning to upgrade the building and property.

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:
Lease Revenue Forecast, per five-year period:

- Period 1: 2026-2030 $528,000
- Period 2: 2031-2035 $580,000
- Option Period 1: 2036-2040 $639,000
- Option Period 2: 2041-2045 $703,200
- Option Period 3: 2046-2050 $773,400
- Option Period 4: 2051-2055 $850,800

Profit sharing (6%) is based on sales figures after deduction for rent.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve
11/12/2025	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 current lease will expire June 30, 2026, unless another 1-year option is exercised. The lease should be amended as soon as possible to ensure long-term revenue for the City and facilitate NWR's capital planning.

ANTICIPATED RESULT IF NOT APPROVED:
If the lease is not amended, NWR will lose its franchise and vacate the building. The City will not receive any rental income from the property until a new tenant leases the space.

ATTACHMENTS:
Attachment A: Draft Lease Amendment for Northwest Restaurants, Inc.

City Clerk Contract _____

AMENDMENT TO LEASE

DATE: _____, 20__

BETWEEN: CITY OF REDMOND (LANDLORD) a Municipal Corporation, State of Washington

AND: NORTHWEST RESTAURANTS INC. (TENANT), a Washington corporation

By written lease dated March 29, 1971, Tenant leased from Landlord:

> LOT 1 BLOCK 1, WEST REDMOND ADDITION, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 58 OF PLAT(S), PAGES 12, RECORDS OF KING COUNTY, WASHINGTON;
>
> EXCEPT THAT PORTION DEEDED TO THE CITY OF REDMOND BY DEED RECORDED UNDER RECORDING NUMBER 7104210295

also referred to as 15802 Bear Creek Parkway, Redmond, Washington 98052 (hereinafter referred to as the "**Premises**").

By Lease Amendments dated April 20, 1971, August 15, 1979, October 12, 1984, June 8, 1998, July 1, 2016, July 1, 2018, and June 26, 2023, Landlord and Tenant (together hereinafter referred to as "Parties") amended the terms of the Lease. Such documents are hereinafter jointly referred to as the "Lease." Landlord and Tenant now wish to amend terms of the Lease. Except as expressly amended hereby, the Lease shall remain unchanged and in full force and effect.

NOW, THEREFORE, the parties agree to include the following:

1. Term

The term of the Lease ("Term") is hereby amended and extended for a period of ten (10) years, commencing January 1, 2026, and ending December 31, 2035. The Term will be divided into two 5-year periods. The first five-year period will commence January 1, 2026, and end on December 31, 2030. The second five-year period will commence January 1, 2031, and end on December 31, 2035.

2. Rent

The monthly rent ("Rent") for the first five-year period shall be **Eight Thousand Eight Hundred and no/100 Dollars ($8,800.00).** At the end of the first five-year period, the monthly rent shall be increased by ten percent (10.00%) and rounded to the next ten ($10.00) dollars, equal to $880.00 and for the second 5-year period shall be **Nine Thousand Six Hundred Eighty and no/100 Dollars ($9,680.00)**.

3. Options, Option Periods, and Option Period Rent

At the end of the second five-year period, Landlord hereby grants the Tenant the option ("Option") to extend the Term of the Lease for up to four (4) additional periods of five (5) years each ("Option Periods").

Tenant shall make a request at least one hundred twenty (120) days in advance of the end of the current term to exercise an option. The Landlord shall be deemed to have accepted the request, and the Lease shall be automatically extended without further action of the parties unless the Landlord shall give written notice to the Tenant at least ninety (90) days prior to the end of the Term stating that the Landlord elects not to accept the Option.

Following the end of the second 5-year term on December 31, 2025, and for the life of the four option periods, the rent schedule will be based on an annual increase of four percent (4.00%) of the prior year's monthly rent, rounded to the nearest ten dollars ($10.00).

4. Invoice and Billing

The Landlord will generate and deliver to the Tenant, at the address in Section 5 of this Amendment, an invoice showing prior payments received, and amount due, with breakout of rent, stormwater fees, leasehold taxes, prior credits or past due amounts and late payment fees, discussed herein, from prior billing cycles.

Any payment received more than thirty (30) days after its due date shall be assessed a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the Landlord agrees to provide written notice to Tenant before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice. Late payment assessments will be documented on monthly invoices.

5. Notices

Section 3 of the Lease Amendment dated July 1, 2016, is modified to provide Landlord and Tenant contact and notification information as follows. All rent inquires, notifications, and payments shall be remitted to same.

Landlord: City of Redmond
Finance Department, MS:3NFN
Attn: Real Property Manager
15670 NE 85th Street
Redmond, WA 98052
PO Box 97010
Redmond, WA 98073
Email: realproperty@redmond.gov

Tenant: Northwest Restaurants, Inc.
18815 139th Avenue NE
Suite C
Woodinville, WA 98072

Email: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set with their signature below. This Amendment shall be deemed to have been dated as of date first written below.

LANDLORD: **CITY OF REDMOND**		**TENANT:** **NORTHWEST RESTAURANTS, INC.**	
By:	_____	By:	_____
Its:	_____	Its:	_____
Date:	_____	Date:	_____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath state that she was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF REDMOND, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 20__

Notary Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Appointment expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they was authorized to execute the instrument and acknowledged as the _____ of NORTHWEST RESTAURANTS, INC. a State of Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 20__

Notary Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Appointment expires: _____

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-172
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	David Amble	Real Property Manager
Public Works	Aaron Noble	Senior Engineer

TITLE:
Approval of Lease with WSDOT for Trail Segment Connecting SR 202 and the Redmond Central Connector

OVERVIEW STATEMENT:
As part of the general construction work near the Marymoor Village Light Rail Station, Sound Transit constructed a segment of trail connecting State Route (SR) 202 to the Redmond Central Connector (RCC) Trail west of the Marymoor Village Station and adjacent to State Route 520. The City is requesting Council's approval to enter into a 20-year lease agreement with the Washington State Department of Transportation (WSDOT) to operate and maintain the trail.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  This trail was constructed as part of the greater Sound Transit phase III program of bringing light rail to Redmond.
- **Required:**
  N/A
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
The trail connecting SR 202 to the RCC provides non-motorized traffic a safe connectivity option to the Marymoor Village Station area. It also closes a gap within the City's trail network.

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:
Maintenance costs have been planned for in the current budget within the scope of RCCIII maintenance.

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

Budget Offer Number:
344

Budget Priority:
Vibrant and Connected

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

Funding source(s):
Parks Maintenance

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action

11/12/2025	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:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
Delay in approval impacts the legal support for operating and maintaining the trail on WSDOT property.

ATTACHMENTS:
Attachment A: Draft Lease Agreement
Exhibit A: Depiction of Trail Lease
Exhibit B: Access Breaks
Exhibit C: Standard Title VI / Nondiscrimination Assurances from USDOT Order No. 1050.2A
Exhibit D: Development Agreement for the DRLE Project of 2019 COR and Sound Transit
Exhibit E: As-Built - Redmond 520 Trail Connection Cross Section

Lease No.: TR-01-14356
I.C. No.: 1-17-17753

TRAIL LEASE

THIS IS A TRAIL LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter WSDOT), and CITY OF REDMOND (hereinafter TENANT).

WHEREAS, the land and premises to be leased are not presently needed by WSDOT exclusively for state highway purposes; and

WHEREAS, the TENANT desires to operate and maintain a trail segment under RCW 47.30 and this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan, a component of the TENANT's transportation network providing active transportation use as an interim use until the land and premises to be leased are needed for a state highway purpose; and

WHEREAS, for the purpose of this Lease, the term Active Transportation has the same meaning as that term is defined by *the Washington State Active Transportation Plan 2020 and Beyond*, specifically, the use of human-scale and often human-powered means of travel to get from one place to another; includes walking, bicycling, using a mobility assistive or adaptive device such as a wheelchair or walker, using micromobility devices, and using electric-assist devices such as e-bikes and e-foot; and

WHEREAS, the premises to be leased to TENANT, being the trail segment under this Lease (used herein as reference to the trail facilities leased under RCW 47.30), will provide a connection within SR 520 and SR 202 for pedestrians, bicycles, non-motorized vehicles, and other active transportation modes, and thereby materially increase the safety of motorists traveling thereon.

WHEREAS, TENANT and the Central Puget Sound Regional Transit Authority (Sound Transit) entered into the Development Agreement for the Downtown Redmond Link Extension of 2019 attached as Exhibit D, where Sound Transit will construct a pedestrian trail with appurtenances (Trail Facility) on behalf of TENANT for connection to the Lake Sammamish Trail/RCC Connection SR 520 Undercrossing in the area of the SR 202/SR 520 interchange.

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and WSDOT deems it to be in the public interest to enter into this Lease,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES

WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises located in the Northwest Quarter of Section 12, Township 25 North, Range 5 East, W.M., in the City of Redmond, King County and known to be a portion of the state highway right of way of **SAMMAMISH RIVER TO JCT. SR 202** highway plan approved April 30, 1993, last modified August 22, 2003 sheet **5** of **15** sheets, and as further described and/or shown hachured on **Exhibit A**, attached hereto and by this reference incorporated herein (the "Premises"). The Trail Facility to be constructed on the Premises shall be approximately 3,138 square feet.

The Trail Facility will be located within the Premises and shall consist of the at-grade portions of the trail as shown on Exhibit A and the Access Breaks attached as Exhibit B.

2. USE OF PREMISES

A. TENANT, its contractors, agents, employees, and permittees, shall have the right to enter the Premises for construction, operation, and maintenance activities as provided herein. No use other than construction, operation, and maintenance of a public pedestrian, bicycle, non-motorized vehicle, and other active transportation trail (the "Trail Facility") is permitted without the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises or Trail Facility. No motorized vehicles will be allowed on the Premises or Trail Facility except for TENANT's maintenance vehicles and emergency vehicles responding to an emergency on the same. In using the Premises, TENANT shall comply with all applicable statutes, policies, and regulations, including, but not limited to the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and maintenance of the Trail Facility located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT's prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the Premises or Trail Facility as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall:

(1) comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and

(2) secure all necessary permits and licenses for the uses of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or that sign further described herein, are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled lanes of SR 520 or SR 202 will be maintained by WSDOT. Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is damaged because of the activities authorized by this Lease, TENANT will promptly repair such damage at its cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of completion of construction of the Trail Facility, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the Trail Facility located on WSDOT right of way, stating as follows:

"This Trail is located on state highway right of way under a Trail Lease between the City of Redmond and the Washington State Department of Transportation."

E. WSDOT does not warrant that the unconstructed state highway right of way is suitable for TENANT's purposes.

3. TERM

The term of this Lease is twenty (20) years (Initial Term), COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY WSDOT (Commencement Date) and shall have a term of twenty (20) years.

4. RENEWAL

Upon expiration of the Initial Term, this Lease may be renewed by TENANT for two (2) additional ten (10) year periods, (Renewal Period), at the discretion of WSDOT; provided that, (A) TENANT is not in default and has not been in default during the term of this Lease; (B) the Premises are not needed for a priority transportation purpose, as determined by WSDOT; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's

highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing applicable state policies or practices, laws, regulations, and contracts, or provided, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period(s) shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the then current term of the Lease.

5. HOLDING OVER

In the event TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, such holding over period or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein, provided that WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than thirty (30) calendar days prior written notice.

6. TERMINATION BY WSDOT

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

(1) immediately, upon the unauthorized assignment of this Lease by TENANT;

(2) upon not less than thirty (30) calendar days prior written notice, if TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two (2) times within a six (6) month period. The third default shall be deemed "non-curable."

(3) upon not less than thirty (30) calendar days' prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Lease by WSDOT shall not operate as a release of TENANT's responsibilities for any prior or subsequent default;

(5) immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises at TENANT's cost during any such lapse in coverage. TENANT agrees to reimburse WSDOT for the actual direct and related costs of the work required to barricade access to the Premises. Notwithstanding the foregoing, in the reasonable judgment of WSDOT, the Lease will be reinstated immediately upon TENANT providing evidence of the required insurance coverage within fifteen (15) days of the notice of the lapse in coverage;

(6) immediately, upon issuance of any court order, legislative action, by law, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises, in the reasonable judgment of WSDOT;

(7) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(8) upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(9) upon not less than thirty (30) calendar days' prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) days (provided that temporary closures required for repairs or maintenance work shall not be deemed an abandonment);

(10) immediately, if a transportation emergency exists as solely determined by WSDOT. At WSDOT's sole discretion, this Lease may be reinstated once WSDOT no longer requires use of the Premises; or

B. WSDOT may terminate the Lease in part upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that a portion of the Premises may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole determination are reasonably consistent with TENANT's authorized use of the Premises.

C. It is hereby acknowledged and agreed that the state highway use of the Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle, and other non-motorized vehicle Trail Facility along with other active transportation modes. If this Lease is

terminated for highway construction or reconstruction, TENANT hereby agrees to promptly remove the Trail Facility from its current location on SR 520 and SR 202 right of way at no cost to WSDOT, and to indemnify and hold harmless WSDOT from any and all costs.

D. If upon termination or expiration of this Lease, TENANT fails to remove the Trail Facility and WSDOT determines that it is necessary to continue to maintain the Trail Facility in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said Trail Facility from TENANT's share of any Motor Vehicle Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of Trail maintenance and operation.

E. TENANT agrees to pay all costs to barricade or to provide other interim safety measures, as directed by WSDOT, if closure of the Trial Facility becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the state highway right of way.

7. TERMINATION BY TENANT

TENANT may terminate this Lease without penalty or further liability as follows:

A. upon not less than thirty (30) calendar days' prior written notice for any reason; provided that, TENANT shall surrender the Premises as provided under Section 25;

B. upon not less than thirty (30) calendar days' prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or;

C. immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

8. CONSIDERATION

In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration, which is deemed to be a state highway benefit, namely, the separation of motor vehicle traffic from pedestrians, bicyclists, and other active transportation modes which will materially increase motor vehicle safety and increase state highway efficiency. The Trail Facility will provide a safe alternative for pedestrians, bicyclists, and other Active Transportation modes

who need to cross the SR 202/SR 520 interchange in this area, thereby reducing the number of pedestrian and motor vehicle conflicts and materially increasing the safety of the motoring public and the roadway efficiency of State Routes 520 (SR 520), State Route 202 (SR 202), and the surrounding city streets.

9. MAINTENANCE RESPONSIBILITIES

A. TENANT shall perform or cause to be performed at its sole expense all maintenance of the Premises that shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT. TENANT shall be responsible for weed control and reconstruction and repair of any or all components of the Trail Facility. In addition, TENANT is responsible for the regular inspection and repair of structures as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Trail Inspection standards (NBIS), EXCEPT any and all work that would require SR 520/SR 202 closure.

B. In addition, TENANT is responsible for the regular inspection and repair of the Trail Facility. TENANT shall be responsible for all Trail Facility inspection costs, including, but not limited to, materials, equipment, labor, overtime, traffic control, and per diem costs. Condition inspections will be conducted on a cycle to be agreed upon by TENANT and WSDOT's Trail Maintenance Engineer.

C. TENANT, as owner of the Trail Facility, shall be responsible for all costs to replace or repair all damage to the Trail Facility and appurtenances and/or associated TENANT improvements on the Premises that might adversely affect the Premises, whether caused by TENANT, its employees, invitees, contractors, third parties, but not if caused by WSDOT or its employees, invitees, agents or contractors. For the purposes of this Lease, TENANT shall not be considered or deemed an employee, invitee, agent or contractor of WSDOT. Any TENANT work, including repair, maintenance, construction or reconstruction, which is related to the safety or structural integrity of the Trail Facility requires WSDOT's prior written approval. WSDOT shall be responsible for first-response activities for damage or impacts to SR 520/SR 202 caused by the location, use, repair, maintenance, construction, reconstruction, and operation of the Trail Facility, including the use of such Trail Facility by pedestrians, bicyclists, non-motorized vehicles, and any other user of whatever kind. TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all first-response costs that are a result of TENANT's use of the Premises, including, but not limited to, materials, equipment, labor, overtime, and per diem costs.

D. TENANT shall prevent water draining from the Trail Facility and Premises from affecting SR 520 or SR 202. In the event water from the Premises does affect SR 520 or SR 202, TENANT will promptly perform repairs to stop such leak(s) or water drainage affecting the SR 520 or SR 202 facility. If TENANT fails to perform repairs within 24 hours of receipt of written notice from WSDOT of the leak and/or water drainage, and approval by WSDOT of TENANT's traffic control plan, if traffic control is necessary, or in an emergency as determined solely by WSDOT, WSDOT reserves the right to perform the repairs, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all costs of said repairs. If WSDOT undertakes any emergency repair, WSDOT shall notify TENANT as soon as reasonably possible under the circumstances.

E. TENANT shall provide WSDOT with traffic control plans for WSDOT review and approval in advance of any proposed work or activity on the Premises which may result in traffic impacts to SR 520 or SR 202. WSDOT will use its best efforts to complete its review and approval of said Traffic Control Plans within twenty-one (21) days after receipt. If WSDOT rejects the plans, WSDOT will cooperatively work with the TENANT to develop acceptable plans.

F. TENANT warrants that any landscaping planted and maintained on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the WSDOT's highway facility or operation thereof, or adversely affect traffic safety. TENANT warrants that any WSDOT-owned vegetation disturbed as a result of the Trail Facility's operation and maintenance shall be replanted or replaced at TENANT's sole cost and expense, and to the satisfaction of WSDOT. Application of pesticides and herbicides upon the Premises shall be performed by, or under the direct supervision of, TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license(s). The Washington State Department of Agriculture Pesticide Application records shall be kept by the TENANT for each application in accordance with chapter 17.21 RCW and will be made available for review by WSDOT within five (5) calendar days of records' request.

G. TENANT agrees that it is responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to WSDOT:

(1) Security and law enforcement for the Premises and Trail Facility including, but not limited to, the prompt notification to the police and request for removal of individuals with their possessions, if such individuals are occupying the Premises or Trail Facility for any reason other than the intended use of the Trail Facility. For the purpose of this Lease, the intended use of

the Trail Facility is to provide an alternative access route under/across SR 520 and/or SR 202 for pedestrians, and bicyclists using non-motorized vehicles and other modes of active transportation. Accordingly, the Parties recognize that the Trail Facility occupies limited access state highway right of way and is not the equivalent of a city street;

(2) Graffiti removal from all real and personal property, including all fixtures and attachments, located on the Premises as well as the WSDOT SR 520 eastbound ramp wall that abuts the leased Premises. TENANT shall in no way interfere with state highway operations or traffic flow on SR 520 or SR 202 when removing graffiti. Inspections for graffiti shall be conducted by TENANT and shall occur no less than once per month;

(3) Litter control on an as-needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;

(4) Sweeping of the Trail Facility on an as-needed basis in accordance with adopted TENANT maintenance standards and practices;

(5) Consistent with applicable federal and state laws, immediate removal from the Premises and disposal of all unauthorized signs, banners, etc., affixed to the Premises, including those related to commercial advertising, political campaigns, and/or protests. If TENANT fails to remove and dispose of said signs, banners, etc., upon receipt of notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all reasonable costs to remove and dispose of said signs, banners or unauthorized material;

(6) Maintenance of drainage facilities associated with the Trail Facility, provided that TENANT will not be responsible for maintaining drainage facilities beyond the point at which such facilities enter WSDOT drainage structures.

(7) TENANT shall be responsible for all landscaping and weed control on the Premises. TENANT agrees to prevent and/or repair any damage to WSDOT's facilities caused by vegetation and/or trees on the Premises. If TENANT fails to repair said damage within thirty (30) calendar days of receipt of written notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT for all reasonable costs associated with such work in accordance with Section 26 below.

H. If TENANT fails to maintain the Premises as provided herein, WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days' written notice of such maintenance default, and TENANT agrees to reimburse WSDOT for such maintenance costs in accordance with Section 26, below.

10. ENVIRONMENTAL REQUIREMENTS

A. TENANT represents, warrants and agrees that it will conduct its activities on the Premises, and lands adjacent thereto in compliance with all applicable Environmental Laws. As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the WSDOT National Pollutant Discharge Elimination System, the State Waste Discharge Municipal Stormwater General Permit, and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations. It is the responsibility of TENANT to ensure that the functionality of all existing stormwater facilities on the Premises or adjacent lands managed and or owned by TENANT is maintained in accordance with all applicable Environmental Laws.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under the terms and conditions specified by WSDOT. This approval will include WSDOT review and approval of TENANTS's or of any TENANT contractor's spill prevention and control plan along with WSDOT's approval of the storage location of any toxic or hazardous substance on the Premises. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT according to all Environmental Laws and as outlined in Section 10.A. For the purposes of this Lease, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. "Existing Hazardous Substances" shall mean those

Hazardous Substances existing on the Premises as of the Commencement Date of this Lease that are not WSDOT Hazardous Substances. "WSDOT Hazardous Substances" shall mean those Hazardous Substances (a) that have been released on the Premises by WSDOT, its employees, contractors, or agents, either before or after the Commencement Date; (b) released or have the potential to be released as a result of WSDOT's activities or operations on the Premises either before or after the Commencement Date; or (c) have been released or have the potential to be released as a result of WSDOT's use, disposal, transportation, generation and/or sale of Hazardous Substances on the Premises, regardless of when they may have been released on the Premises.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT's staff or independent third parties where there is evidence of a release or potential release of Hazardous Substances on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, to the extent the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up Hazardous Substances. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where said release of Hazardous Substances is determined to have resulted from TENANT's use of the Premises.

WSDOT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

(1) TENANT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency.

(2) WSDOT has provided TENANT with written notice of TENANT's failure to implement the subject remedial measures; and

(3) TENANT has failed to cure the breach within ten (10) business days of receipt of such written notice, unless the parties agree to an extended cure period.

D. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.

E. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with Environmental Laws.

F. To the extent allowed by law, TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability that are caused by or result from TENANT's activities on the Premises, including but not limited to any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released or have the potential to be released on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property, as a result of TENANT's activities on the Premises.

G. To the extent allowed by law, TENANT further agrees to defend, indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances or Existing Hazardous Substances removed from the Premises by TENANT or at TENANT's direction. This subsection applies to Hazardous Substances that were released onto the Premises as a result of TENANT's activities and the Existing Hazardous Substances that are disposed of offsite pursuant to Subsection I below. This obligation shall not apply with respect to the presence of Hazardous Substances on the Premises that did not result from TENANT's use of the Premises except to the extent that TENANT arranges for the disposal of Existing Hazardous Substances offsite pursuant to Subsection I below.

H. To the extent allowed by law, WSDOT agrees to defend, indemnify, and hold harmless TENANT from and against any and all claims, causes of action, demands, and liability that are caused by or result from the removal or remediation of any WSDOT Hazardous Substances that have been released or have the potential to be released on the Premises, including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the presence of WSDOT Hazardous Substances on the Premises. WSDOT further agrees to take all remedial measures at the Premises as duly directed by a state, federal, or local regulatory agency, or as required under applicable Environmental Laws,

where such obligations result from WSDOT Hazardous Substances. In completing any work required on the Premises in satisfaction of its duties under this Subsection, WSDOT shall not unreasonably interfere with TENANT's use of the Premises. TENANT agrees to cooperate with WSDOT in providing access to the Premises for any such work.

I. Any Costs associated with the investigation, removal, or remediation of Existing Hazardous Substances on the Premises by TENANT, including any increased construction costs, shall be the responsibility of TENANT and not the responsibility of WSDOT. Nothing in this Agreement shall limit the ability of TENANT or WSDOT to pursue cost recovery from third parties responsible for release of Hazardous Substances on the Premises.

J. To the extent allowed by law, WSDOT shall reimburse TENANT for the cost of any environmental investigations, disposal, or cleanup activities conducted by TENANT to the extent the need for said investigation resulted from WSDOT Hazardous Substances. WSDOT will provide TENANT with notices of any inspections of the Premises, notices of violations, and orders to clean-up contamination that WSDOT receives from an agency or agencies with jurisdiction. WSDOT will permit TENANT to participate in all settlement or abatement discussions. In the event that WSDOT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, TENANT may elect to perform such work, and WSDOT covenants and agrees to reimburse TENANT for the reasonable direct and indirect costs associated with TENANT's work. This reimbursement obligation shall not apply, however, to the extent the contamination is determined to have resulted from TENANT's use of the Premises.

TENANT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

(1) WSDOT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency.

(2) TENANT has provided WSDOT with written notice of WSDOT's failure to implement the subject remedial measures; and

(3) WSDOT has failed to cure its breach within ten (10) business days of receipt of such written notice unless the parties agree in writing to an extended cure period.

K. WSDOT will obtain TENANT'S consent in instances when a third party seeks to use the Premises, except as otherwise provided in Sections 11 and 20 of this Lease, and WSDOT shall require the third party to indemnify TENANT for any Costs associated with the third party's release of Hazardous Substances from the Premises or use of Hazardous Substances on the Premises. If WSDOT allows a third party to use the Premises, the responsibility for any Costs for Existing Hazardous Substances or WSDOT Hazardous Substances that are not released by TENANT will be determined by applicable law.

L. In the event of any third-party actions related to Existing Hazardous Substances including private party actions or actions brought by public agencies, except as allowed in Sections 10.F. and 10.G., each Party shall bear its own costs of defense and neither shall be entitled to indemnification or defense by the other Party under this section.

M. The provisions of this section shall survive the expiration or termination of this Lease.

11. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of chapter 19.122 RCW relating to underground facilities.

C. WSDOT further reserves the right, to the extent reasonably compatible with TENANT's authorized use of the Premises, to install attachments to the trail structure, including,

but not limited to, traffic cameras, state highway signs or notice boards, as well as conduits for fiber optic use. WSDOT and TENANT shall work together in good faith to determine the placement of any such traffic cameras, state highway signs, notice boards and fiber optic conduits to avoid and minimize risk of damage to the operation of the Trail Facility.

D. Should WSDOT determine that a portion of the Premises may be used for telecommunications purposes, which in WSDOT's determination is reasonably compatible with TENANT's authorized use of the Premises, the PARTIES shall agree to amend the Lease to show that portion of the Premises for said use.

12. USE OF STATE HIGHWAY RIGHT OF WAY UNDER/ADJACENT TO STRUCTURE

A. TENANT agrees to provide protection against vehicular hits or other likely causes of damage arising from TENANT's use of the Premises to all retaining walls and to piers exposed to such potential damage under any elevated state highway structure existing on the Premises. Such wall and pier protection shall be provided to the satisfaction of WSDOT prior to occupancy.

B. TENANT shall not weld any metal object to any metal member of any metal structure, nor drill or rivet into nor otherwise fasten anything to any pier or beam on any concrete, metal, or wood structure without WSDOT's specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

C. TENANT shall at its own expense, and upon prior written approval from WSDOT, make any provisions it deems necessary to protect users of the Trail Facility from any hazards resulting from use and operation of the state highway.

13. TAXES/ASSESSMENTS/UTILITIES

TENANT agrees to promptly pay all bills, fees for utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and other services supplied to the Premises in addition to the above consideration provided by TENANT. TENANT further agrees to pay all excise and other taxes owing on TENANT's leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT and that benefit TENANT'S leasehold interest, are the obligation of and payable by TENANT (Assessments). Foreclosure of a lien on any delinquent Assessments subjects this Lease to termination by WSDOT as set forth in RCW 79.44.080.

14. WSDOT'S APPROVAL OF DESIGN/CONSTRUCTION.

TENANT covenants that any construction on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the state highway facility or its operation. WSDOT shall be furnished with one (1) complete set of plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT, such approval shall not be unreasonably withheld. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure compliance with the plans and specifications, protection of all parts and elements of the state highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the state highway facility for the purposes of inspection, maintenance, and construction, when necessary.

15. LIMITATIONS

TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or accept designs, plans specifications, work plans, construction, equipment, installation; (a) exist solely for the benefit and protection of WSDOT; (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed; (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements; and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal, or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

16. NON-COMPLETION OF CONSTRUCTION

TENANT shall obtain WSDOT's approval of construction drawings, complete construction of the project according to the approved plans and open the Trail Facility to the public within thirty-six (36) months of the Commencement Date of this Lease, unless otherwise agreed to by the Parties.

17. "AS BUILT" PLANS

TENANT has provided WSDOT with a complete set of dimensioned "As-Built" drawings attached as Exhibit E.

18. LIENS

A. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, maintenance, or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

B. In the event a lien is filed upon the Premises, TENANT shall: (a) record a valid Release of Lien; (b) deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or (c) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish Section B.(a), (b), or (c) above within fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default per **Section 6.A.(4)**.

19. ENCUMBRANCES

It is expressly understood that TENANT shall not encumber the Premises.

20. WSDOT'S RIGHT OF ENTRY/INSPECTION

WSDOT, for itself, its agents, and contractors and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the state highway facility or any element thereof, to perform security audits, such as Homeland Security, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by TENANT. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. In addition, WSDOT and the FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements. Further, this

right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

21. INSURANCE

A. TENANT warrants that it is self-insured and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's self-insurance policy must provide liability coverage for the Premises, including general liability coverage for bodily injury, property damage, and personal injury of not less than Five Million and no/100 Dollars ($5,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million and no/100 Dollars ($5,000,000.00) per policy period. All per occurrence and aggregated limits required hereunder shall apply solely to the Premises which are the subject of this Lease. Coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises within ten (10) calendar days of WSDOT's written request to do so.

B. TENANT assumes all obligations for premium payment, and in the event of non-payment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event TENANT fails to pay the policy premiums.

C. Coverage, if obtained by TENANT in compliance with the Section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT, promptly secure insurance coverage as designated in Subsection 21.A or as amended by WSDOT, and promptly provide a certificate of insurance from an insurer licensed to conduct business in the state of Washington, to the satisfaction of WSDOT. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office, P.O. Box 47338 Olympia, WA 98504-7338, with no less than thirty (30) calendar day's written notice before any cancellation of the coverage required herein.

22. HOLD HARMLESS/INDEMNIFICATION

A. INDEMNIFICATION. To the extent allowed under Washington law, TENANT, its successors, and assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. TENANT further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, or employees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, and/or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, and employees.

B. WAIVER. TENANT agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this Lease.

23. NONDISCRIMINATION

TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, chapter 49.60 RCW and Title VI of the Federal Civil Rights Act of 1964 and Appendices C and D of The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto as **Exhibit C** and by this reference incorporated herein.

A. Title VI Notice to Public.

It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwisediscriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights (OECR). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.

B. Americans with Disabilities Act (ADA) Information.

This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (855-362-4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.24.

24. ASSIGNMENT

Tenant shall not assign, sublet, or transfer this Lease nor any rights created by it without WSDOT's prior written approval.

25. SURRENDER OF PREMISES/REMOVAL OF TENANT'S IMPROVEMENTS/PERSONAL PROPERTY

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and on limited access state highways also to relocate WSDOT's fences, if any, to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT.

C. Upon termination of this Lease TENANT agrees, if so requested by WSDOT, to remove the Trail Facility, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to WSDOT's satisfaction, returning the state highway right of way to its original condition before the construction of the Trail Facility.

D. If requested by WSDOT, TENANT shall accomplish the work under Sections 25.B and 25.C within sixty (60) months of written notice from WSDOT. If TENANT has not removed its improvements and/or personal property and returned the state highway right of way to its original condition, WSDOT may, remove and dispose of said improvements and/or personal property and return the state highway right of way to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

26. INVOICE AND PAYMENTS

A. To the extent either Party is entitled to any payment under this Lease, the Party to whom payment is owed shall provide invoices to the owing Party, and the owing Party agrees to pay the invoice within (60) calendar days from the date of such invoice (the "Due Date").

B. Payments to WSDOT shall be made payable to the Washington State Department of Transportation. All payments shall be mailed or delivered to:

DEPARTMENT OF TRANSPORTATION (mailing address)
Attn: Property Management Program Manager
P.O. Box 47339
Olympia, WA 98504-7339

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

C. Payments to TENANT shall be made payable to City of Redmond. All payments shall be mailed or delivered to:

CITY OF REDMOND (mailing and Physical address)
Finance Department, MS: 3NFN

Attn: Accounts Receivable
PO Box 97010
Redmond, WA 98073

D. If a Party objects to all or any portion of an invoice, it shall notify the other Party within thirty (30) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. The Parties shall immediately make every effort to settle the disputed portion.

E. All sums due and not paid by the Due Date shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest shall be calculated from the Due Date to the date of payment; provided, however, that in the event a Party disputes all or any portion of an invoice, interest shall be calculated and paid from the Due Date only on those disputed amounts that such Party is determined to owe following the Parties' resolution of the dispute.

F. TENANT agrees that if payment of any sum due WSDOT for costs recoverable under this Lease is not paid by the Due Date and has not been disputed by TENANT, WSDOT shall be entitled to withhold the total sum due from the TENANT's regular monthly Motor Vehicle Fund payment until such time as the amount due has been paid in full.

27. NO RELATIONSHIP ESTABLISHED

WSDOT shall in no event be construed to be a partner with, associate, or joint venturer of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

28. TRANSPORTATION PURPOSES

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4f"). If this Lease is terminated for state highway construction and WSDOT or authorized local, state, or federal official having jurisdiction of the land or a court of competent jurisdiction determines that replacement of the Trail Facility is required under 23

U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the Trail Facility as required and pay all such costs in accordance with Section 6.C. of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-l, Sections 4 - 11 (see Section 8(f)(3) within state owned right of way; such funds may be used outside of the state owned right of way).

C. Prior to TENANT'S application for and expenditure of any funds provided or administered through the Washington State Recreation and Conservation Office (RCO), TENANT must obtain written approval from WSDOT Real Estate Services for use of said funds on the Premises. If TENANT has used any such funds and this Lease is terminated for state highway construction, TENANT agrees that it shall be solely responsible for any impacts to the Trail Facility or grant funding and hereby agrees to acquire any such necessary replacement lands promptly and at no cost to WSDOT, to reconstruct its facility at no cost to WSDOT on said replacement lands, and to indemnify and hold harmless WSDOT from any and all costs in accordance with **Section 6.C.** of this Lease.

29. CONDITION OF THE PROPERTY

WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in **Exhibit A**, attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

30. BINDING CONTRACT

This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or such Secretary's duly authorized representative.

31. ATTORNEYS' FEES

In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

32. MODIFICATIONS

This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized parties thereto.

33. INTERPRETATION

This Lease shall be governed by and interpreted in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

34. SEVERABILITY

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. VENUE

TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise

36. TOTALITY OF AGREEMENT

It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

37. MEMORANDUM OF LEASE

The parties hereby agree to execute and record a memorandum of lease, if either party so requests.

38. NOTICES

Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the addresses listed below, unless a different address has been designated in writing and delivered to the other party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P. O. Box 47338
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

TENANT: City of Redmond (Mailing Address)
Finance Department, MS: 3NFN
Attn: Real Property Manager
P.O. Box 97010
Redmond, WA 98073-9710

City of Redmond (Physical Address)
Finance Department, MS: 3NFN
Attn: Real Property Manager
15670 NE 85th Street
Redmond, WA 98052

realproperty@redmond.gov (Email address)

39. RECORDS

The Parties acknowledge that they are governmental agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and, as such, this Lease and records arising from the performance of this Lease are public records subject to disclosure unless an exemption applies. The Parties will retain this Lease and all records related to this Lease consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

40. COUNTERPART AND ELECTRONIC SIGNATURE

This Lease may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via email in a "PDF" may be used in place of original signatures on this Lease. Each party intends to be bound by its electronic or "PDF" signature on this Lease, is aware that the other parties are relying on its electronic or "PDF" signature and waives any defenses to the enforcement of this Lease based upon the form of signature.

41. EXHIBITS

A: Depiction of Trail Lease
B: Access Breaks
C. Standard Title VI / Nondiscrimination Assurances from USDOT Order No. 1050.2A
D. Development Agreement for the DRLE Project of 2019 COR and Sound Transit
E. As-Built – Redmond 520 Trail Connection Cross Section

SIGNATURES AND NOTARIZATIONS ON FOLLOWING PAGES

Signatures:

CITY OF REDMOND

By: _____
ANGELA BIRNEY

Title: Mayor_____

Dated: _____

Accepted and Approved by:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____
BRIAN NIELSEN

Title: Northwest Region Administrator

Dated: _____

APPROVED AS TO FORM

Any material modification requires additional approval by the Office of the Attorney General.

By: _____
Assistant Attorney General

Date: _____

CITY OF REDMOND ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____ before me personally appeared ANGELA BIRNEY, to me known to be the duly elected MAYOR of the City of Redmond, and that they executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that they was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20___.

_____
(Signature)

_____
(Print or type name)
Notary Public in and for the State of Washington
residing at_____
My commission expires _____

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____ before me personally appeared Brian Nielsen, to me known to be the duly appointed Northwest Region Administrator of the Washington State Department of Transportation (WSDOT), and that they executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that they was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

_____
(Signature)

_____
(Print or type name)
Notary Public in and for the State of Washington
residing at_____
My commission expires _____

EXHIBIT A – DEPICTION OF TRAIL LEASE

EXHIBIT B – ACCESS BREAKS

EXHIBIT C - Standard Title VI / Nondiscrimination Assurances from USDOT Order No. 1050.2A

EXHIBIT D - DEVELOPMENT AGREEMENT FOR THE DRLE PROJECT OF 2019 COR AND SOUND TRANSIT

EXHIBIT E - As-Built – Redmond 520 Trail Connection Cross Section

Exhibit A
City of Redmond Trail Lease
Depiction of Trail Lease
ICN 1-17-17753/TR-01-14537
Page 1 of 1

LEGEND

PROPOSED TRAIL LEASE

N

20 10 0 20 40
SCALE IN FEET

TRAIL LEASE EXHIBIT

No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

SUBMITTED BY: | DATE: | REVIEWED BY:

LINE IS 1" AT FULL SCALE

SOUNDTRANSIT
DATE:

SCALE: 1" = 20'
FILENAME: DRLE_COR TRAIL EXHIBIT
CONTRACT No.
DATE: 07/2024

DOWNTOWN REDMOND LINK EXTENSION
RTS TO DOWNTOWN REDMOND

CITY OF REDMOND TRAIL LEASE

DRAWING No.: COR Trail Exhibit
LOCATION ID:
SHEET No.: REV:

EXHIBIT B - COR Access Points

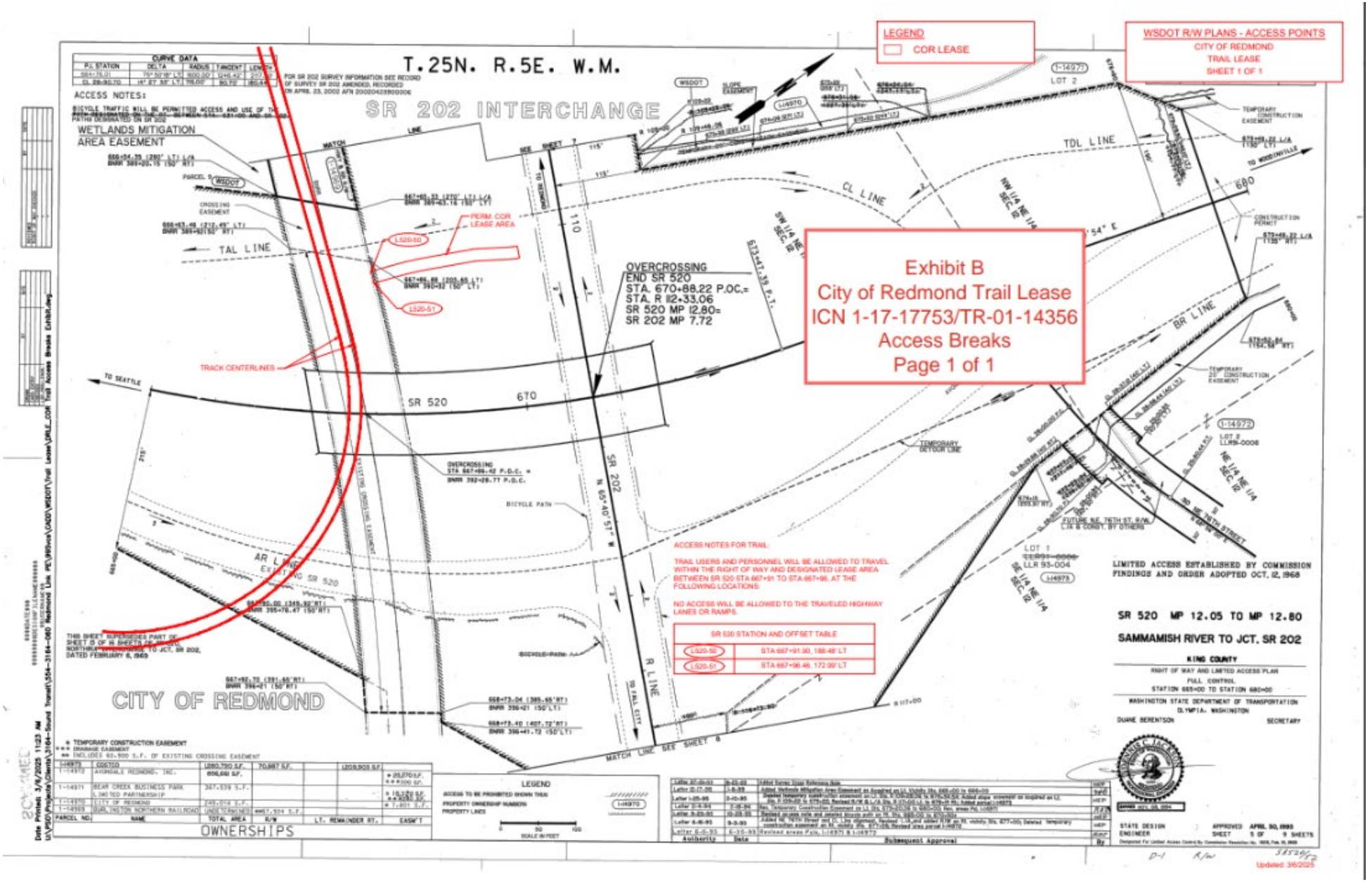


EXHIBIT C - Standard Title VI / Nondiscrimination Assurances From USDOT Order No. 1050.2A

Appendixes A, C, D, and E of Standard Title VI / Nondiscrimination Assurances from USDOT Order No. 1050.2A, signed by WSDOT September 7, 2023.

DO NOT ALTER THE LANGUAGE IN ANY PART OF THIS EXHIBIT.

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 (FHWA)***, 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.
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.
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 ***FHWA*** 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 ***FHWA***, 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 ***FHWA*** 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 ***FHWA*** 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 C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Washington State Department of Transportation** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, ***Washington State Department of Transportation*** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the ***Washington State Department of Transportation*** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the ***Washington State Department of Transportation*** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Washington State Department of Transportation** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, ***Washington State Department of Transportation*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, ***Washington State Department of Transportation*** will there upon revert to and vest in and become the absolute property of ***Washington State Department of Transportation*** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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 Non-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).

DEVELOPMENT AGREEMENT
FOR THE
DOWNTOWN REDMOND LINK EXTENSION PROJECT
CITY OF REDMOND, WASHINGTON

GA 0191-18

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF REDMOND, a Washington optional municipal code city ("City") and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington ("Sound Transit").

RECITALS

A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes.

B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high-capacity transit system within its boundaries in King, Pierce, and Snohomish counties.

C. The City is responsible for administering land-use laws and development regulations that will apply to Sound Transit projects located within the City jurisdiction. The City is also responsible for managing streets and municipal utilities within its jurisdiction and for providing municipal services such as public safety.

D. The Sound Transit Regional Transit Long-Range Plan identifies the Downtown Redmond Link Extension Project ("Project") within the City's jurisdiction and was funded as part of the 2016 voter-approved regional transit system plan, Sound Transit 3 Plan ("ST3").

E. The Project will add two new light rail stations beyond the Redmond Technology Station (currently called Overlake Transit Center) with one station and 1,400 parking stalls at Southeast Redmond and the other in Downtown Redmond as shown on the attached **Exhibit A.**

F. This Agreement is authorized by RCW 36.70B.170 through .210. In addition, the City has adopted regulations governing development agreements, as set forth in Redmond Zoning Code (RZC) 21.76.070(L). Those regulations allow a property owner to apply to the City to enter into a development agreement to address project development standards including design standards, mitigation measures, project phasing, review procedures, vesting, and other appropriate development requirements.

G. The Growth Management Act (RCW 36.70A) requires that the City plan for and encourage regional high-capacity transit facilities such as East Link (RCW 36.70A.020) and

accommodate within the City such essential public facilities (RCW 36.70A.200). The City has addressed this requirement by classifying light rail as a permitted use throughout the City pursuant to Ordinance 2584 dated April 5, 2011. The Parties agree that the requirements of RCW 36.70A.200 regarding the siting of essential public facilities are applicable to the Project. Sound Transit, as the regional transit authority sponsoring the Project, has the primary authority to make siting and location decisions for the Project; however, the City may impose reasonable permit and mitigation conditions.

H. On September 27, 2018, the Sound Transit Board selected the alignment and station locations for construction of the expansion of the East Link Project from Overlake Transit Center to downtown Redmond as set forth in Sound Transit Resolution R2018-32, incorporated by reference herein.

I. Sound Transit is intending to deliver the Project as a design-build procurement ("Design-Build") and has been coordinating with the City in preparation for Project design and construction. In recognition of the multiple development permits and separate review processes, and the continuing potential for conflict, overlap, and duplication between such processes, the City and Sound Transit desire to consolidate permit and environmental review processes for the benefit of both parties and the public pursuant to the development agreement authority provided in RCW 36.70B.170 *et seq.* and RZC 21.76.070(L). In addition, the City recognizes the public benefits which will accrue to the City and community from development of the property for the Project.

J. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256), and as implemented by the United States Department of Transportation (49 CFR 24) (hereinafter, the "Federal Regulations"), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land-acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body. Pursuant to these policies and its statutory authority, Sound Transit has acquired or will acquire such real property interests as are necessary to construct, maintain and operate the Project.

K. Sound Transit has ownership or control of the real property described in **Exhibit B**, attached hereto (the "Property").

L. Pursuant to RCW 36.70B.200 and RZC 21.76.060(P), the City held a properly-noticed public hearing, and the City Council finds that the proposed Project is consistent with the development agreement decision criteria contained in RZC 21.76.070(L), and that any deviations from development standards facilitate the design, construction, or operation of high-capacity transit facilities in Redmond. The City Council has authorized the Mayor to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits, and obligations set forth herein, the City and Sound Transit agree as follows regarding the Sound Transit Downtown Redmond Link Light Rail Project.

1. DEFINITIONS

1.1 Agreement. "Agreement" means this Development Agreement approved by appropriate action of the City and Sound Transit.

1.2 Administrative Modification. "Administrative Modification" shall mean the process described in Redmond Zoning Code (RZC) 21.76.090, with deviations as described in this agreement.

1.3 Alteration of Geologic Hazard Areas. "Alteration of Geologic Hazard Areas" shall mean the process described in Redmond Zoning Code (RZC) 21.76.070, with deviations as described in this agreement.

1.4 Approved Building Permit Plans. "Approved Building Permit Plans" means prints showing in detail the proposed construction and specifications of the Project and further described in the building permits approved by the City.

1.5 Betterment. "Betterment" means any improvement to City infrastructure that has been requested or agreed to by the Parties that is not required to execute the construction of Sound Transit's Project. Sound Transit work on any City infrastructure that is part of Sound Transit's basic scope of work shall not constitute Betterment.

1.6 City. "City" means the City of Redmond or any successor or assignee following an assignment that is permitted under this Agreement.

1.7 Design/Build Contractor. "Design/Build Contractor" means the entity or entities that will contract with Sound Transit to complete the design of the Project, to obtain all remaining permits for the Project, and to construct the Project, all based upon a design/build procurement method.

1.8 Design Review Board. "Design Review Board" shall have the meaning described in chapter 4.23 of the Redmond Municipal Code.

1.9 Downtown Redmond Station. "Downtown Redmond Station" means the elevated Light Rail Transit Facility located along the Redmond Central Connector Trail and straddling 166th Avenue NE.

1.10 Letters of Concurrence. "Letters of Concurrence" ("LOC") includes those letters signed by the local official who has the authority to approve specific and limited aspects of the Project.

1.11 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base, or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, Light Rail Transit stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, park-and-ride lots, and transit station access facilities.

1.12 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line that operates at, above, or below grade level and that provides high-capacity regional transit service owned and operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.

1.13 Marymoor Village. That area of the City of Redmond generally bordered by SR 520 on the north, Marymoor Park on the west and south, and the East Lake Sammamish Trail on the east.

1.14 NFPA. National Fire Prevention Association: a global, non-profit organization that promotes safety standards, education, training, and advocacy on fire and electrical-related hazards.

1.15 Project Administration Agreement. "Project Administration Agreement" means that agreement executed between the Parties on January 22, 2019.

1.16 Parties. "Parties" means the City of Redmond and the Central Puget Sound Regional Transit Authority.

1.17 Project. The "Project" as used herein means the light rail system as described in the attached **Exhibit C** and as approved by the City pursuant to the approvals described in this Agreement.

1.18 Request for Proposals. "Request for Proposals" or "RFP" means the Sound Transit Downtown Redmond Link Extension Request for Proposals No. RTA/CN 0148-18.

1.19 Site Plan Entitlement. "Site Plan Entitlement" shall mean the process described in Redmond Zoning Code (RZC) 21.76.070, with deviations as described in this agreement.

1.20 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority or any successor or assignee following an assignment that is permitted under this Agreement.

1.21 Southeast Redmond Parking Structure. "Southeast Redmond Parking Structure" means the 1,400-stall parking structure located adjacent to the Southeast Redmond Station.

1.22 Southeast Redmond Station. "Southeast Redmond Station" means the at-grade Light Rail Transit Facility located along SR 520 to the west of SR 202/Redmond Way.

1.23 Technical Committee. "Technical Committee" shall have the meaning described in Redmond Municipal Code 4.50.

1.24 Third Party. "Third Party" means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.

2. **TERM.** This Agreement shall be effective as of the date the last Party signs (the "Effective Date") and, unless sooner terminated pursuant to the terms hereof, shall remain in effect until December 31, 2026. The City and Sound Transit may agree to extend the term of this Agreement by mutual agreement of the City Council and Sound Transit Board.

3. **COOPERATION AND GOOD-FAITH EFFORTS**

3.1 The Parties executed a Project Administration Agreement on January 22, 2019 that addresses cooperation and good-faith efforts.

3.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments, and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

3.3 The City may apply for grants available to local agencies to supplement Sound Transit funds for street, sidewalk, or other improvements contemplated by this Agreement. Upon request, Sound Transit will provide letters of support for grant applications made by the City.

3.4 Sound Transit will exercise its reasonable best efforts to minimize impacts of construction activities on current and future business operations and pending development opportunities in the Project area including, but not limited to, best efforts to minimize duration of both (a) any temporary closures of Redmond businesses, and (b) any temporary construction easements impacting business operations.

3.5 The Parties acknowledge that the scope of work for the Project is identified at the time of issuance of the Request for Proposals ("RFP") for Sound Transit Design Build contract. Because the Project is using the Design Build project delivery method, changes to the scope or adding scope after RFP is discouraged and may have higher costs and impacts. The Parties agree that the scope of the various mitigations, public benefit elements, and Betterments agreed herein will be included in the RFP for the Design Build Contract. If the City requests any change to Project scope after RFP, Sound Transit will determine whether to modify the Design Build Contract to incorporate such requested changes. In making the determination, Sound Transit will consider any potential impacts to the overall project and to the design builder, including but not limited to, impacts to efficiencies, cost, schedule, and long-term operations and maintenance. If agreed, the scope, payment and other terms of such requested change would be memorialized in an agreement signed by both Parties before any such change is incorporated into the Project scope.

4. DEVELOPMENT STANDARDS

4.1 Except as provided in this Agreement, the Project shall be governed by and vested to the City's development regulations or standards as such exist on the Effective Date of this Agreement, or as regulations and standards may be determined inapplicable because of the non-preclusive requirements for essential public facilities provided in RCW 36.70A.200. As provided in RCW 36.70B.170(4), the City shall reserve its authority to adopt new or different regulations to the extent required by a serious threat to public health and safety, after notice and an opportunity to be heard has been provided to Sound Transit, and such regulations shall apply to the Project. As used in this Agreement, "development regulations" shall be deemed to include regulations, policies, procedures and guidelines addressing zoning, environmental review (including SEPA procedures and substantive SEPA policies), building and site design, utilities, stormwater, transportation concurrency and other laws, ordinances, policies, and administrative regulations and guidelines of the City governing land development.

4.1.1 The following are exempt from vesting under this Agreement:

a) Plan review fees, inspection fees, and connection charges;

b) Stormwater and utility connection fees and monthly service charges;

c) Amendments to building, plumbing, fire and other construction codes; and

d) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

4.2 The City regulations or standards contained in the RMC shall prevail unless superseded by the terms of this Agreement. To the extent this Agreement does not establish or define development regulations or standards covering a certain subject, element or condition, the Project shall be governed by the City development standards and regulations in effect as of the Effective Date of this Agreement.

4.3 NFPA 130 "Standard for Fixed Guideway Transit and Passenger Rail Systems" shall be used for determining occupant loads and exiting requirements at stations in lieu of the provision related to buildings defined in the IBC Section 1004, consistent with letter from City Building Official dated July 19, 2018.

4.4 The Project is a permitted use of all affected property and will be generally consistent with current City development standards and regulations. Certain deviations from development standards are allowed consistent with RZC 21.76.070(L)(4). The City hereby allows deviations as follows:

RZC Citation	**Topic**	**Approved Deviation**
21.10.040.C	Setbacks in Anderson Park zone	Setbacks shall be as shown in **Exhibit D**.
21.10.040.D.9	Parking ratio in Anderson Park zone	Project's program will provide 6 parking stalls for light rail operations and maintenance
21.13.070.C.9	Parking ratio in MDD1 zone	Project's program will provide up to 1,400 parking stalls for transit users and 6 parking stalls for light rail operations and maintenance
Table 21.13.120A	Minimum residential component for developments in MDD1 zone; Minimum floor area ratio (FAR) in MMD1; Minimum residential usable space in MDD1 zone	Project is not required to include a residential component and has no minimum floor area.
Table 21.13.070A and Table 21.13.220A	Maximum height in MDD1 zone	The maximum height for the Project parking structure shall not exceed the height shown in **Exhibit D**. No features in the RZC 21.13.220, MDD Incentive Program, are required to be provided in order to build to the maximum height.

RZC Citation	Topic	Approved Deviation
21.13.140A	Upper-story setbacks in MDD1 zone	In lieu of upper story setbacks (see prescriptive language in **Exhibit D**), and the design standards checklist for the garage in the Project Administration Agreement will be used to assess aesthetic intent and requirements.
21.72.030	Tree Removal Permit Exemptions	Light Rail Transit Facility infrastructure along SR 520 from NE 40th St. to West Lake Sammamish Parkway shall be treated the same as a public street in an easement or right-of-way for purposes of tree removal permit exemptions. Consistent with this section, tree replacement requirements still apply and will be required consistent with the Tree Mitigation Plan shown in **Exhibit E**.

4.5 Procedural Modifications. In addition to the construction deviations identified in Section 4.4, the following procedural modifications shall apply to the Project consistent with RZC 21.76.070(L)(4):

(a) RCZ 21.76.070.E Applicability of Alteration of Geologic Hazard Areas Permit. Light rail infrastructure is a permissible use within a Landslide Hazard Area. Sound Transit or its designee may apply for, and the City may issue, an Alteration of Geologic Hazard Area permit as if the infrastructure was a qualifying street or utility.

(b) RCZ 21.76.070.Y Applicability of Site Plan Entitlement ("SPE"). SPE review excludes the elements of light rail that are most similar to linear transportation facilities. Therefore, SPE approval is not required for light rail construction between station areas, or for the linear transportation facility elements at each station as described in the Permitting Framework of the DRLE Project Administration Agreement.

(c) RCZ 21.76.090.D Applicability of Administrative Modifications. Modifications to previously approved site plan entitlements that only involve changes to vegetation or landscaping shall not require an

administrative modification. Instead, the Design/Build Contractor will implement the Tree Mitigation Plan shown in **Exhibit E**.

(d) RZC 21.52.030.G Right-of-Way Dedication. The City may accept right-of-way that is encumbered if the City in its sole determination finds that the easement or other right will not interfere with the City's long-term operation of the right-of-way for transportation, utility, or other customary right-of-way purposes.

5. SEWER CONNECTION CHARGE AT SOUTHEAST REDMOND STATION, SOUTHEAST REDMOND PARKING STRUCTURE, AND ASSOCIATED LAND USE RESTRICTIONS

5.1 Pursuant to City Council Resolution 1507, the City Council has imposed additional sewer connection charges to support investment in the public sewer system serving the parcels that will be occupied by portions of the Project. In general, the additional connection charges are based on sewer demand assuming development of parcels to their maximum development potential under zoning regulations in effect at the time this Agreement is executed. In light of the reduced sewer demand from the light rail station and associated parking structure to be located on parcel 22, as that parcel is depicted in Resolution 1507 ("Parcel 22"), compared to the amount of demand that would be expected from a development maximizing its potential under zoning regulations in place at the time this Agreement is executed, the City based its additional sewer connection charge for Parcel 22 on the sewer demand expected from the light rail station and associated parking structure use. The amount of the sewer connection charge for Parcel 22 is reflected in Resolution 1507, including any interest or fee escalation stated in the resolution. The additional sewer connection charge must be paid at the same time as the general connection charge, which is when the parcel applies for a side sewer connection.

5.2 Prior to the City's issuance of a building permit for the Southeast Redmond Station and/or Southeast Redmond Parking Structure, Sound Transit agrees to record a deed restriction limiting development of Parcel 22 to light rail station, associated parking structure, and appurtenant light rail system uses, in a form to be mutually agreed upon by the Parties. The City may withhold issuance of the building permit until such time as the restriction is agreed upon and recorded. If, at some point in the future, Sound Transit or its successors or assigns desires to develop Parcel 22 in a manner that creates sewer demand in excess of that associated with the light rail station and parking structure, the City shall determine whether sufficient sewer capacity exists to accommodate such additional demand. In determining whether sufficient capacity exists, the City shall assume that all other parcels that are subject to the additional sewer connection charge imposed by Resolution 1507 will be fully built out, and sufficient capacity for Sound Transit's additional development will be deemed to exist only if capacity exists beyond that necessary to serve full buildout of the

other parcels. If the City determines that such capacity exists or can be provided with the construction of sewer system improvements that are consistent with the City's Sewer Plan, the restriction shall be amended as mutually agreed by the Parties to allow the additional development. Provided, however, that to the extent sufficient sewer capacity does not exist to accommodate the additional demand, Sound Transit or its successors or assigns shall construct any improvements to the City sewer system that are necessary to accommodate such additional demand. Sound Transit shall also pay an additional connection fee based on the increased demand from such development, as determined by the City for comparable development under Resolution 1507, and such additional connection fee shall be paid regardless of whether sufficient capacity is deemed to exist or whether it must be provided with the construction of sewer system improvements by Sound Transit.

6. PROJECT PUBLIC BENEFITS

6.1 The City and Sound Transit have collaborated closely on Project scope details and desire to memorialize agreement on Project scope elements. Certain Project scope elements are of particular interest to or benefit the City and the Redmond community. Those are described below as the Project's public benefits to comply with RZC 21.76.070(L)(3)(e).

(a) 1,400-stall Parking Structure. Sound Transit will construct a 1,400-stall parking structure adjacent to the SE Redmond station, designed consistent with RFP documents. This structure provides direct access to the station platform, includes ground-floor bus facilities to eliminate on-street bus facilities, minimizes commuter traffic circulating in Marymoor Village given its location near Redmond Way, and allows for potential future transit-oriented development elsewhere near the station.

(b) SE Redmond Construction Staging. Sound Transit will acquire property rights to two parcels immediately south of the west end of the SE Redmond station for construction staging or other Project activities. Sound Transit will acquire property rights to two parcels immediately south of the west end of the SE Redmond station, which will be cleared of existing uses for construction staging or other Project activities. Sound Transit will lease or purchase the sites at its sole discretion.

(c) 173rd Ave. NE. Sound Transit will construct an interim section of 173rd Ave. NE, connecting NE 70th St. to NE 67th Ct., consistent with RFP documents and LOC 15.

(d) NE 70th St. Subject to City Council approval of vacating the existing NE 70th St. right-of-way, Sound Transit will realign and construct NE 70th St. consistent with LOC 15. Sound Transit will transfer property rights to the City as described in LOC 22.

(e) NE 70th St./SR 202 Intersection. Sound Transit and the City will share the responsibility for improvements at the NE 70th St./SR 202 intersection, consistent with RFP documents and LOC 17.

(f) Downtown Redmond Bus-Rail Integration. Sound Transit will construct concrete bus pads built for active bays and layover spaces on Cleveland St. and NE 76th St. in Downtown Redmond, consistent with RFP documents, to facilitate bus-rail integration at the Downtown Redmond Station.

(g) Non-Motorized Access Improvements. Sound Transit will construct non-motorized access improvements with the goal of increasing transit ridership and improving convenience and comfort of access. These improvements, as shown in the RFP documents, include: ADA ramps at NE 40th St. to access the Redmond Technology Station; pedestrian and bicycle facilities on NE 70th St. and 173rd Ave NE in Southeast Redmond; a traffic signal with crosswalks at 176th Ave. NE and NE 70th St., which is where the East Lake Sammamish Trail North Extension crosses NE 70th St.; pedestrian facilities along the north side of NE 76th St. near the Downtown Redmond Station; improvements to existing sidewalks on the south side of Cleveland St. near the Downtown Redmond Station; a mid-block crossing of Cleveland St. near the Downtown Redmond Station; and three rectangular rapid flashing beacons: crossing NE 76th St. at 168th Ave. NE, crossing Cleveland St. west of 166th Ave. NE, and crossing NE 70th St. at the SE Redmond Station entrance. Additional non-motorized access improvements are anticipated to include: a pedestrian-bicycle tunnel connecting the Redmond Technology Station to the north side of NE 40th St., if Sound Transit and Microsoft are able to reach an agreement on funding and construction and the extension of the East Lake Sammamish Trail to the Redmond Central Connector, pending a betterment agreement between Sound Transit and King County.

(h) Downtown Redmond Tail Tracks. Sound Transit will construct an architectural "ending" to the tail tracks west of the Downtown Redmond Station, together with buildings under the end of the tail tracks for use by City or Sound Transit staff, consistent with RFP documents.

(i) Redmond Central Connector. Sound Transit will reconstruct the Redmond Central Connector between 164th Ave NE and the Bear Creek Trail to implement the Redmond Central Connector Master Plan, consistent with LOC 11.

(j) Wetland Mitigation/Fee In Lieu. Sound Transit and the City agree that Sound Transit will propose the purchase of mitigation credits from the Keller Farm Mitigation Bank ("the Bank") to mitigate all permanent

wetland and wetland buffer impacts within the City of Redmond. This is consistent with Sound Transit's wetland mitigation analysis contained in its shoreline substantial development permit application to the City. The Bank is anticipated to be certified in the summer of 2019, which would meet the timeframe required by Sound Transit to meet environmental permitting requirements. If the Bank is not certified by September 2019, Sound Transit will need to find an alternate method to mitigate those impacts. In the event that the Bank is not certified by September 2019, the City agrees to allow Sound Transit to mitigate permanent wetland and wetland buffer impacts through the purchase of credits from King County's In-Lieu Fee Program for sites within Redmond city limits.

6.2 In addition the public benefits identified above, Sound Transit will contribute funds to the City to facilitate the following public benefits.

(a) East Lake Sammamish Parkway-SR 202 Intersection. Sound Transit will contribute $803,375 to the City's planned intersection improvement project, subject to the City's completion of any necessary environmental review (i.e. SEPA) and on a payment schedule shown in **Exhibit F**. The City will be responsible for completing environmental review, permitting, design, construction, operation and maintenance of the improvements and for any and all costs of the project in excess of $803,375. The City intends to construct this improvement such that it is open to the public when the Southeast Redmond Station begins operation, which is currently anticipated to be December 2024

(b) Erratic Art. Sound Transit will pay the City $576,300 for the City to relocate the Erratic art currently located at the corner of 166th Ave NE and Cleveland St., consistent with LOC 11. Sound Transit's contribution is subject to the City's completion of any necessary environmental review (i.e. SEPA) and will be paid according to the payment schedule shown in Exhibit F. The City will be responsible for permitting, design, construction, operation and maintenance of the improvements and for any and all costs of the project in excess of $576,300.

(c) The City shall submit invoices and supporting progress reports consistent with the payment plan documented in **Exhibit F** for all eligible costs documented in this section. The invoices must include a cover memo including description of the progress made on the public benefits.

i. The City shall submit its invoices with the required documentation via email or mail to AccountsPayable@SoundTransit.org, or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826. Invoices will be paid within thirty days of Sound Transit's receipt of the invoice and acceptable documentation.

ii. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and request that the City provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided; however, such approval will not be unreasonably withheld.

7. CITY OF REDMOND BETTERMENTS

7.1 The City has identified Betterments that the City believes are desirable to design and construct concurrently with the Project. The Parties have agreed on a preliminary scope of work and a cost estimate of for each of the Betterments described herein, however, notwithstanding any estimate, the City agrees to pay Sound Transit for all costs it incurs related to these Betterments subject to execution of a Construction Services Agreement as described in Section 7.2. Sound Transit agrees to design and construct the Betterments identified below on behalf of the City:

(a) 51st St. Pressure Reduction Valve. See LOC 16. The Parties agree that the City's estimated cost for the referenced scope of work will be $550,000.

(b) NE 76th St./SR 202 Intersection. See LOC 18. The Parties agree that the City's estimated cost for the referenced scope of work will be $980,000.

(c) NE 70th St./SR 202 Intersection. See LOC 17. The Parties agree that the City's estimated cost for the referenced scope of work will be $5,070,000.

(d) Redmond Central Connector ("RCC"). See LOC 11. The Parties agree that the City's estimated cost for the referenced scope of work will be $3,080,000.

(e) East Lake Sammamish Trail North Extension. The City will contribute $40,000 to Sound Transit toward this Betterment, consistent with the City's commitment in the Transportation Alternatives Program grant application. This contribution is fixed and not subject to future negotiation in the Construction Services Agreement.

i. The City will deliver its contribution to the East Lake Sammamish Trail North Extension in a single installment to Sound Transit no more than thirty (30) days after the execution of this Agreement.

7.2 Construction Services Agreement. The Parties intend to enter into a separate agreement(s) to govern completion of the Betterments described in this Section 7. If there is any conflict between this Agreement and any future separate agreement(s) between the Parties regarding the Betterments described in this

Section 7, then that future separate agreement shall control and govern over this Agreement as to the matters addressed in that future agreement.

8. POTENTIAL TRANSIT-ORIENTED DEVELOPMENT ("TOD")

8.1 Sound Transit has acquired or will acquire such real property interests as are necessary to construct, maintain and operate the Project. After the Project is completed, Sound Transit may have surplus property that could be used to support the transit investment by creating TOD. The ST3 Plan established TOD as a programmatic component of implementing Sound Transit's mission to plan, build and operate regional mass transit. The ST3 Plan and Sound Transit's enabling statute also direct the agency to implement a regional equitable TOD strategy for diverse, vibrant, mixed-use and mixed-income communities adjacent to Sound Transit stations and in disposition of surplus property. Sound Transit and the City will work together to define a process for exploring and defining outcomes on any future surplus property.

9. APPLICABILITY OF AGREEMENT

9.1 The Agreement initially applies to the Property described in **Exhibit B**.

9.2 As Sound Transit acquires additional property rights to construct the Project, as generally shown in **Exhibit I**, the Designated Representatives may, by mutual agreement, amend **Exhibit B** to incorporate additional real property, making such property subject to the Agreement. At such times that **Exhibit B** is amended, a Memorandum of this Agreement shall be recorded against such property added to **Exhibit B**.

10. LETTERS OF CONCURRENCE ("LOC")

10.1 The Parties have executed a series of LOCs memorializing certain aspects of the Project, as identified in **Exhibit G** and are incorporated herein by reference. The Designated Representatives shall have the authority, by mutual agreement, to amend **Exhibit G** to add, revise, or revoke any LOC issued after the execution of this Agreement. If there is any conflict between this Agreement and any LOC between the Parties, then this Agreement shall control and govern over the LOC.

11. LIABILITY, INDEMNIFICATION

11.1 Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses, including, without limitation, reasonable attorney fees, paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Project by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its

employees, servants, agents, contractors, subcontractors, or persons using the Project with permission of the City.

11.2 The City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which it is aware. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim. The City shall not settle any claim directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.

11.3 Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.1 I 5 and was the subject of mutual negotiation.

12. INSURANCE

12.1 Sound Transit shall, at its sole expense, obtain and maintain during the entire term of this Agreement an appropriate program of commercial insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Sound Transit shall name the City as an Additional Insured in accordance with insurer underwriting practices, and Sound Transit insurance policies shall be primary and non-contributory to any coverage maintained by the City. Sound Transit waives all rights of subrogation against the City for claims by third-parties arising under this Agreement, other than for damages, claims or liabilities arising from negligent acts or omissions of the City and its officers, employees, and agents. The limits of Sound Transit's selected coverage program in no way diminish Sound Transit's obligations to the City as set forth in this Agreement. Sound Transit shall maintain this coverage program throughout the term of this Agreement, and for six (6) years after its termination, to protect the City against claims that may arise as a result of the construction, operation, or maintenance of the Project. When commercial insurance is used, coverage shall include: (i) comprehensive general liability insurance; (ii) property damage liability insurance, including coverage for explosion, collapse, and instability; (iii) workers' compensation insurance, to the extent required by law; (iv) employer's liability insurance; and (v) comprehensive auto liability coverage, including owned, hired, and non-owned vehicles.

12.2 When commercial insurance is used, Sound Transit shall carry such commercial insurance with responsible insurers, or self-insure or participate in an insurance pool or pools, at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately-owned entities engaged in the operation of facilities comparable to the Project.

12.3 Sound Transit shall file with the City's Risk Manager a formal letter of self-insured status, or when commercial insurance is used, Certificates of Insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The coverage maintained by Sound Transit under this Agreement shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.

12.4 If Sound Transit fails to maintain the appropriate program of commercial insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities, the City may order Sound Transit to stop operating the Project until the appropriate insurance coverage program is obtained.

13. LIENS

13.1 The Project Facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record, by payment, posting of bond, court deposit or other means, without cost to the City, and shall indemnify the City against all costs and expenses, including attorney fees, incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Project.

13.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.

13.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Project except as may be otherwise provided herein.

14. DISPUTE RESOLUTION

14.1 Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means.

14.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

14.3 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

14.3.1 Level One – Sound Transit's Project Director or equivalent and the City Engineer shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

14.3.2 Level Two – Sound Transit's Executive Director of Design, Engineering, and Construction Management and the City's Public Works Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

14.3.3 Level Three – Sound Transit's Chief Executive Officer or Designee and the Mayor or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

14.4 Except as otherwise specified in this Agreement, in the event a dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

15. DEFAULT

15.1 No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any Party not in default under this Agreement shall have all rights and remedies provided by law including, without limitations, damages, specific performance or writs to compel performance or require action consistent with this Agreement.

16. REMEDIES; ENFORCEMENT

16.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:

14.1.1 Commencing an action at law for monetary damages;

14.1.2 Commencing an action for equitable or other relief; and

14.1.3 Seeking specific performance of any provision that reasonably lends itself to such remedy.

16.2 In determining which remedy or remedies for violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative in that the exercise of one shall not foreclose the exercise of others.

16.3 Neither Party shall be relieved of any of its obligations to promptly comply with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

17. ASSIGNABILITY; BENEFICIARY

17.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other Party, and any attempt by one Party to assign or license the rights or obligations hereunder without prior written consent will give the other Party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party, (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary, (iii) a sublease or assignment of this Agreement, in whole or in part, to a governmental entity, or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement.

17.2 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

18. DESIGNATED REPRESENTATIVES

18.1 To promote effective intergovernmental cooperation and efficiencies, the Parties each shall designate a representative (each a "Designated Representative") who shall be responsible for coordinating communication between the Parties and shall act as the point of contact for each Party. The Designated Representative will be responsible for the performance of the objectives of this Agreement.

18.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives by written notice to the other Party during the term of this Agreement. Each Party's Designated Representative is set forth in **Exhibit H.**

19. NOTICE

19.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Either Party may at any time designate by written notice a different address or person to which such notice or communication shall be given, and such notice shall take effect seven (7) days after when it is given.

19.2 Unless otherwise provided herein, all notices shall be (i) delivered in person, (ii) deposited with the U.S. postal service, postage prepaid, certified, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative.

20. GENERAL PROVISIONS

20.1 All citations and references to the Revised Code of Washington, the Redmond Zoning Code, and the Redmond Municipal Code in this Agreement shall refer to those provisions in force as of the date of this Agreement, unless express reference is made to future amendments.

20.2 This Agreement or a recordable notice hereof will be recorded in the real property records of King County pursuant to the requirements of RCW 36.70B.190. Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expenses in connection with the recordings or filing of any permits that may be granted hereunder.

20.3 Any amendment to this Agreement shall require approval by the City Council and the Sound Transit Board of Directors, unless administrative approval is specifically authorized by this Agreement.

20.4 The Parties specifically agree that money damages is not an adequate remedy for breach of this Agreement and the Parties are entitled to compel specific performance of all terms of this Agreement by the Party in default.

20.5 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

20.6 This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

20.7 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.

20.8 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

20.9 In the event of a dispute concerning this Agreement, the substantially prevailing Party shall be entitled to receive its reasonable attorneys' fees and costs at trial, at any alternative dispute resolution, or on appeal.

20.10 In the event that 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.

20.11 This Agreement may be signed in counterparts and when fully executed shall be effective as the original document.

20.12 The Parties have participated and have 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.

20.13 This Agreement constitutes the final and complete expression of the Parties with respect to the subject matter hereof.

20.14 The design and construction of the Project is subject to a financial assistance contract between Sound Transit and the United States Department of Transportation, and the Federal Transit Administration ("FTA"). Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

IN WITNESS WHEREOF, each of the Parties have executed this Agreement by its authorized representative as of the later date written below:

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

By: _____
Peter M. Rogoff, Chief Executive Officer

Date: 8-21-19

Authorized by Motion No. M2019-63

APPROVED AS TO FORM:

_____
Stephen G. Sheehy
Senior Legal Counsel

THE CITY OF REDMOND

By: _____
John Marchione, Mayor

Date: July 16, 2019

Authorized by City Council Resolution on June 18, 2019

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit List:

Exhibit A – Project Map
Exhibit B – Legal Description of Real Property Subject to Agreement
Exhibit C – ST3 Project Template for Downtown Redmond Link Extension
Exhibit D – Development Standard Deviations
Exhibit E – Tree Mitigation Plan
Exhibit F – Payment Plan for Eligible Costs
Exhibit G – Letters of Concurrence
Exhibit H – Designated Representatives
Exhibit I – General Description of Property Subject to Agreement

EXHIBIT E

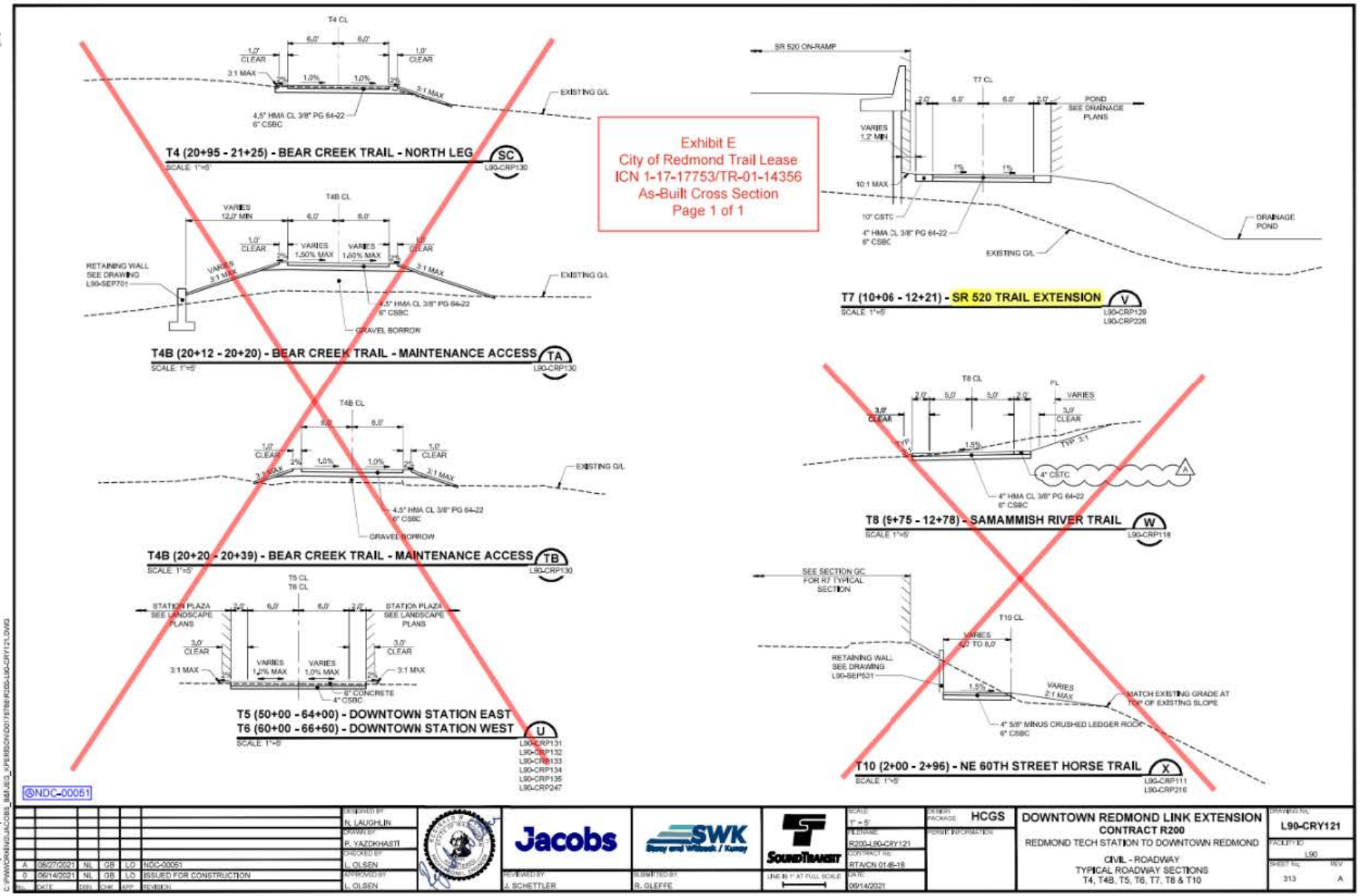


Exhibit E
City of Redmond Trail Lease
ICN 1-17-17753/TR-01-14356
As-Built Cross Section
Page 1 of 1
T4 (20+95 - 21+25) - BEAR CREEK TRAIL - NORTH LEG
SC
L90-CRP130
T4B (20+12 - 20+20) - BEAR CREEK TRAIL - MAINTENANCE ACCESS
TA
L90-CRP130
T4B (20+20 - 20+39) - BEAR CREEK TRAIL - MAINTENANCE ACCESS
TB
L90-CRP130
T5 (50+00 - 64+00) - DOWNTOWN STATION EAST
T6 (60+00 - 66+60) - DOWNTOWN STATION WEST
U
L90-CRP131
L90-CRP132
L90-CRP133
L90-CRP134
L90-CRP135
L90-CRP247
T7 (10+06 - 12+21) - SR 520 TRAIL EXTENSION
V
L90-CRP129
L90-CRP226
T8 (9+75 - 12+78) - SAMAMMISH RIVER TRAIL
W
L90-CRP118
T10 (2+00 - 2+96) - NE 60TH STREET HORSE TRAIL
X
L90-CRP111
L90-CRP216
@NDC-00051
A 08/27/2021 NL GB LO NDC-00051
0 06/14/2021 NL GB LO ISSUED FOR CONSTRUCTION
Jacobs
SWK
SOUNDTRANSIT
DESIGN PACKAGE HCGS
DOWNTOWN REDMOND LINK EXTENSION
CONTRACT R200
REDMOND TECH STATION TO DOWNTOWN REDMOND
CIVIL - ROADWAY
TYPICAL ROADWAY SECTIONS
T4, T4B, T5, T6, T7, T8 & T10
DRAWING NO. L90-CRY121
SHEET NO. 313
REV. A

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-173
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
Parks	Loreen Hamilton	425-556-2336
Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	David Amble	Real Property Manager

TITLE:
Approval of Authorization to Execute Three Wireless Telecommunications Amendments for Novelty Hill, Fire Station 14, and Education Hill

OVERVIEW STATEMENT:
The City of Redmond has active leases with wireless telecom providers (telecoms) for wireless telecommunication facilities at several parks and public works properties throughout the City. Three telecom companies have requested amendments to the terms of their leases.

Proposed lease amendments will update lease terms for the following telecoms at specific city locations:

- AT&T (New Cingular Wireless PCS, LLC, dba AT&T): Novelty Hill Water Tank
- Crown Castle GT Company LLC for Verizon: Fire Station 14
- Seattle SMSA Limited Partnership d/b/a Verizon Wireless: Education Hill Water Tank

Updated lease terms will allow the telecoms to update equipment, expand leasehold areas, and/or extend terms.

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

OUTCOMES:
Approval of the lease amendments will update the terms of the leases with the following:

- AT&T (New Cingular Wireless PCS, LLC, dba AT&T): Novelty Hill Water Tank - equipment modifications and revised rate structure
- Crown Castle GT Company LLC for Verizon: Fire Station 14 - expansion of leasehold area and revised rate structure
- Seattle SMSA Limited Partnership d/b/a Verizon Wireless: Education Hill Water Tank - extension of lease for ten years

These amendments will continue the City's partnerships with the telecoms at city properties, and the City will continue to receive rental revenue.

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:
Revenues generated by these three leases will be approximately $123,000 in 2026.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/12/2025	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:
Verizon's lease at the Education Hill Water Tank terminates January 14, 2026. AT&T and Crown Castle have no time constraints.

ANTICIPATED RESULT IF NOT APPROVED:
If the lease amendments with AT&T and Crown Castle are not approved, equipment modifications would not move forward. Lease terms would remain the same, and the City would not receive increased revenues

If the Verizon lease amendment is not approved, the lease would be terminated, and the City would lose revenue.

ATTACHMENTS:
Attachment A: Amendment to AT&T (New Cingular Wireless PCS, LLC, dba AT&T) Lease at Novelty Hill Water Tank
Attachment B: Amendment to Crown Castle GT Company LLC for Verizon at Fire Station 14
Attachment C: Amendment to Seattle SMSA Limited Partnership d/b/a Verizon Wireless Lease at Education Hill Water Tank

AMENDMENT NO. 3 TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

DATED: _____, 20__ ("**Execution Date**")

BETWEEN: City of Redmond

AND: New Cingular Wireless PCS, LLC

By written Facilities Lease for Telecommunications Facilities and Addendum #1 dated November 30, 2005, Amendment No. 1 to Facility Lease for Telecommunications Facilities dated December 18, 2018, and Amendment No. 2 to Facilities Lease for Telecommunications Facilities, dated July 5, 2023, (hereinafter collectively referred to as the "**Lease**") between **City of Redmond,** a Washington municipal corporation (hereinafter referred to as "**City**") and **New Cingular Wireless PCS, LLC,** a Delaware limited liability company (hereinafter referred to as "**Lessee**"), executed a lease for wireless telecommunication facilities at **Novelty Hill/Redmond Ridge Tank No. 2 Facility** located at **22515 NE Marketplace Drive, Redmond, Washington** (hereinafter referred to as the "**Facility**").

The parties hereby agree to amend the Lease consistent with the terms contained in this Amendment No. 3 to Facilities Lease for Telecommunications Facilities ("**Amendment**") as follows.

RECITALS

WHEREAS, Lessee desires to modify its wireless telecommunications facility equipment located upon the Facility; and

WHEREAS, Lessor desires to modify the terms of the lease to improve the financial management and administration of the lease; and

WHEREAS, pursuant to Section 2 of the Lease, no substantive additions to or modifications of any of the described and depicted equipment in Exhibits B and C shall be permitted without Lessee first having received prior authorization from the City through an amendment to the Lease; and

WHEREAS, Lessee and the City now wish to amend the terms of the Lease to modify the use of the Facility as set forth herein.

NOW, THEREFORE, the City and Lessee agree as follows:

AGREEMENT

1. Specific Terms

a. References

Except as otherwise expressly set forth in this Second Amendment, all references to Sections and/or Exhibits are the Section and/or Exhibits as set forth in the Lease.

b. Amendment to Exhibit B

Exhibit B of the Lease is deleted in its entirety and replaced by the **Amended Exhibit B - Equipment Description**, consisting of a written description of the equipment located on the Facility, which is attached and incorporated herein.

c. Amendment to Exhibit C

Exhibit C of the Lease is deleted in its entirety and replaced by the **Amended Exhibit C - Illustrated Facility**, consisting of a graphic representation of the equipment site plan, which is attached and incorporated herein.

d. Amendment to Section 8. Consideration

Section 8 of the Lease is deleted and replaced by the following:

Section 8. Performance Period and Consideration

The annual lease performance period will be from January 1 to December 31.

Commencing on January 1, 2026 (the "Commencement Date"), the annual rental fee (Annual Rent) for the Facility shall be **Forty-Eight Thousand and no/100 Dollars ($48,000)**, except as modified below. Any rent paid in 2025 that covers the prior leases' performance period, including any period within the 2026 calendar year, will be accounted for in a pro-rated manner, determined by the date of receipt of the 2025 payment.

Payments received within thirty (30) days of the beginning of each year's performance period. Any annual rent payment received more than thirty (30) days after the commencement date or the anniversary thereof, shall include a late payment penalty at the lesser of 2% per month or the highest rate permitted by law.

8.1 – Annual Adjustments

On the first day of each annual performance period year (January 1), the annual rent shall be increased by 4.00%, rounded to the next **Ten ($10.00) Dollars**. The annual rent

for the first 15 years of the amended lease is presented in Table 1, below. This table applies if no true-up of the rate as described in Section 8.1 below is not exercised.

Table 1 – AT&T at Novelty Hill Wireless Telecommunications Facility Fee Schedule, 2026 - 2040

Lease Year	Performance Period Year (PPY)	PPY Base	Escalation	Total Fee
1	2026	$48,000	$0	$48,000
2	2027	$48,000	$1,920	$49,920
3	2028	$49,920	$2,000	$51,920
4	2029	$51,920	$2,080	$54,000
5	2030	$54,000	$2,160	$56,160
6	2031	$56,160	$2,250	$58,410
7	2032	$58,410	$2,340	$60,750
8	2033	$60,750	$2,430	$63,180
9	2034	$63,180	$2,530	$65,710
10	2035	$65,710	$2,630	$68,340
11	2036	$68,340	$2,740	$71,080
12	2037	$71,080	$2,850	$73,930
13	2038	$73,930	$2,960	$76,890
14	2039	$76,890	$3,080	$79,970
15	2040	$79,970	$3,200	$83,170

8.2 – Lease Rate True-Up

The City and Lessee agree that the lease rates set forth in this Agreement shall be subject to a financial true-up every five (5) years from the Commencement Date. The true-up shall reconcile the originally agreed lease rates with prevailing market lease rates for comparable properties or assets as of the true-up date.

The true-up process shall include:

- A review of the 5-year CPI-Urban data for the Seattle-Tacoma-Bellevue area as published by the U.S. Department of Labor's Bureau of Labor Statistics.

- An adjustment to the lease rate, if the variance between the 5-Year CPI-U and the 5-year total escalation of the original lease rate exceeds 4%, to reflect fair market value. For example, the 5-year total escalation of the original lease rate is 5 x 4.0%, or 20.0%. If the CPI-U for the same 5-year period is less than 16%, the lease rate will be adjusted to reflect the indexed value according to CPI-U.

- Any upward or downward adjustment shall be applied prospectively for the next lease period and shall not be retroactive.

If the lease is renewed or extended beyond the initial term, the true-up mechanism shall continue to apply at each subsequent five-year interval."

2. General Terms

a. Full Force and Effect

Except as specifically set forth in this Amendment, all terms and conditions of the Lease will remain in full force and effect as written.

b. Authority

Each of the parties represent and warrant that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Amendment.

c. Counterpart

This Amendment may be executed in duplicate counterparts, each of which shall be deemed on original.

d. Capitalized Terms

Unless defined differently herein, all capitalized terms in this Amendment have the same meaning as in the Lease.

e. Section References

Except as otherwise expressly set forth in this Amendment, all references to sections are the sections as set forth in the Lease.

f. Binding Effect

This Amendment shall be binding on the parties, and their respective successors and assigns. This Amendment was negotiated by the parties with legal

representation, and any rule of construction or interpretation otherwise requiring this Amendment to be construed or interpreted against a party shall not apply.

g. Further Action

The parties shall execute and timely deliver all documents, provide all information, and take all actions as may be necessary or appropriate to achieve the purposes of this Amendment.

h. Severability

If any one or more provisions of this Amendment is held by a court of competent jurisdiction to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion(s) of this Amendment and the remainder shall remain in full force and effect.

i. Recitals

The recitals to this Amendment are material to the terms and conditions of this Amendment. The parties acknowledge the accuracy of the information recited therein and incorporate said information as part of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the Effective Date.

CITY OF REDMOND,
a Washington municipal corporation

_____

ANGELA BIRNEY, MAYOR

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MAYOR of the **City of Redmond** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____day of _____, 20__.

Notary Seal

Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____day of _____, 2023.

Notary Seal

Notary Signature: _____
Printed Name: _____
Notary Public for the State of _____
Residing In: _____
My Commission Expires: _____

Amended Exhibit B – Equipment Description

Water Tank Installation	
Remove:	[6] Existing panel antennas
	[18] Diplexers
	[6] TMAs
	[12] Coax Cables
Add:	[6] Stacked 5G antennas
	[4] Panel Antennas
	[3] Radios

Resulting in the following AT&T Equipment on the Water Tank	
	[6] Stacked 5G antennas
	[6] Panel Antennas
	[3] Surge/fiber box
	[12] Remote Radio Heads
	[3] Fiber trunks

Ground Installation	
	[2] cabinets, additional cabinets as needed within lease area

Amended Exhibit C – Site Plan of Equipment

[Site plans may be filed as part of a permit/lease application and maintained under separate file]

AMENDMENT NO. 1
TO
CROWN CASTLE TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT

THIS AMENDED TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT (this "**Amendment 1**") is dated and made effective as of the last party to sign ("**Effective Date**") by and between the **City of Redmond** ("**City**"), a Washington municipal corporation, and **Crown Castle GT Company LLC** ("**Crown Castle**"), a Delaware limited liability company, having a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, collectively the "**Parties**", pursuant to Chapter 12.14 of the Redmond Municipal Code ("**RMC**") and for the mutual benefits to be derived.

RECITALS

WHEREAS, the parties previously executed a Facilities Lease for Telecommunications Facilities dated June 19, 2023 ("**Lease**"), for the lease of a certain portion of real property located at Redmond Fire Station No. 14 ("**Facility**") located at 5021 264th Avenue NE, Redmond, Washington 98053 ("**Property**"), for operating and maintaining a wireless communication tower; and

WHEREAS, Crown Castle desires to expand the footprint of the ground station facility supporting the wireless communication tower ("**Premises**"), to provide additional space for Verizon Wireless; and

WHEREAS, the City has reviewed the plans and will allow the altered use of its property for telecommunication facilities under the terms and conditions established by Chapter 12.14 of the Redmond Municipal Code; and

WHEREAS, the Parties now wish to amend certain the terms of the Lease as required under Section 2 as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Specific Terms

1.1. References.

Except as otherwise expressly set forth in this Amendment 1, all references to Sections and/or Exhibits are the Section and/or Exhibits as set forth in the Lease.

1.2. Amendment to Exhibit C.

Exhibit C of the Lease is deleted in its entirety and replaced by the **Amended Exhibit C** "**Site Plan of Equipment**", consisting of a graphic representation of the equipment site plan, which is attached and incorporated herein.

1.3. Amendment to Section 10 – Consideration

Section 10 is hereby amended by inserting the following at the end of the Section:

10.5 Additional Rent for Verizon Wireless

On the first day of the second full month following full execution of this First Amendment, the annual rental fee (annual rent) for the facility shall be increased by **One Thousand Four Hundred Fifty and no/100 Dollars ($1,450.00)**, for a revised annual rent of **Thirty-eight Thousand Five Hundred Seventy and no/100 Dollars ($38,570.00**), plus applicable leasehold tax.

IN WITNESS WHEREOF, this Amendment is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND, a Washington municipal corporation	**CROWN CASTLE GT COMPANY LLC,** a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **ANGELA BIRNEY** is the person who appeared before me, and that she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged as the MAYOR of the CITY OF REDMOND, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Notary Seal	Notary Signature:	
	Printed Name:	
	Notary Public for	
	Residing In:	
	My Commission Expires:	

STATE OF)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that she acknowledged that they signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged as the _____, for _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Notary Seal	Notary Signature:	
	Printed Name:	
	Notary Public for	
	Residing In:	
	My Commission Expires:	

EXHIBIT A

Legal Description

Lot 2 of King County Short Plan No. 485025, according to the plat thereof recorded under Recording 8602050714 subject to easements and restrictions of record.

EXHIBIT B

Description of Telecommunications Facilities

Existing

Tenant	Quantity	Description
AT&T	1	Standby generator, with self contained fuel tank
AT&T	1	ATS equipment
AT&T		Antennas attached to existing monopole
DISH		
DISH		
T-Mobile	4	Cabinets inside Crown fenced area
T-Mobile	9	Antennas attached to existing monopole
VERIZON		
VERIZON		
Crown Castle	1	Concrete pad and secure fenced compound
Crown Castle	1	Monopole

EXHIBIT C

Site Plan of Telecommunications Facilities

Pages T-1, A-1, A-2, and E-1 from the DISH Wireless approved Construction Plans set (total 4 pages) Survey signed and sealed 6/18/2021.

AMENDMENT NO. 2 – VERIZON LEASE AT EDUCATION HILL

DATED: [_____], 20__ ("Effective Date")

BETWEEN: CITY OF REDMOND, a Washington municipal corporation

AND: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

By written Lease dated **January 14, 2016,** and Amendment 1, dated May 31, 2022, City of Redmond (hereinafter referred to as "City"), and **Seattle SMSA Limited Partnership d/b/a Verizon Wireless** ("Lessee"), executed a lease for wireless telecommunication facilities on and adjacent to the Education Hill Water Storage Facility located at **17100-104th Street, Redmond Washington** (hereinafter referred to as the "**Facility**"). The parties hereby agree to amend the Lease consistent with the terms contained in this Amendment No. 2 ("**Amendment**") as follows.

RECITALS

WHEREAS, Lease expires on May 31, 2026; and

WHEREAS, Lessee desires to extend its lease term for additional five-year periods; and

WHEREAS, Lessee and the City now wish to amend the terms of the Lease to modify the use of the Facility as set forth herein.

NOW, THEREFORE, the City and Lessee agree as follows:

AGREEMENT

1. **Specific Terms**.

   a. **References.**

      Except as otherwise expressly set forth in this Second Amendment, all references to Sections and/or Exhibits are the Section and/or Exhibits as set forth in the Lease.

   b. **Amendment to Section 12 – Term.**

      Section 12 is deleted and replaced by the following:

      The revised lease commencement date will be January 1, 2026. The term of the Lease ("Term") is hereby amended and extended for two 5-year periods, commencing January 1, 2026, and ending December 31, 2035.

At the end of the second five-year period, Landlord hereby grants the Tenant the option ("Option") to extend the Term of the Lease for up to four (4) additional periods of five (5) years each ("Option Periods").

Tenant shall make a request at least one hundred twenty (120) days in advance of the end of the current term to exercise an option. The Landlord shall be deemed to have accepted the request, and the Lease shall be automatically extended without further action of the parties unless the Landlord shall give written notice to the Tenant at least ninety (90) days prior to the end of the Term stating that the Landlord elects not to accept the Option.

c. **Amendment to Section 23 – Insurance.**

Section 23 – Insurance is deleted and replaced by the following:

Section 23 – Insurance.

Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives, or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

A. Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:

i. $5,000,000.00 for bodily injury or death to each person;

ii. $2,000,000.00 for property damage resulting from any one accident; and

iii. $2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of $2,000,000.00 for each person and $2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than $2,000,000.00.

E. Umbrella or excess liability insurance in the amount of $10,000,000.00.

F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease or is engaged in the removal of its Telecommunications Facilities. Failure to maintain such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessees' maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

G. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

d. **Amendment to Section 39 – Notice.**

Any notice or information required or permitted to be given to the parties under this Lease may be sent to the following addresses unless otherwise specified:

For City:	For Lessee:
City of Redmond	Seattle SMSA Limited Partnership
Real Property – Finance Dept.	DBA Verizon Wireless
MS 3NFN	Attn: Network Real Estate
PO Box 97010	180 Washington Valley Rd
Redmond, Washington 98073-9710	Bedminster NJ 07921
Email: realproperty@redmond.gov	Email:

2. General Terms.

a. **Full Force and Effect**. Except as specifically set forth in this Amendment, all terms and conditions of the Lease will remain in full force and effect as written.

b. **Authority**. Each of the parties represent and warrant that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Amendment.

c. **Counterpart**. This Amendment may be executed in duplicate counterparts, each of which shall be deemed on original.

d. **Capitalized Terms**. Unless defined differently herein, all capitalized terms in this Amendment have the same meaning as in the Lease.

e. **Section References**. Except as otherwise expressly set forth in this Amendment, all references to sections are the sections as set forth in the Lease.

f. **Binding Effect**. This Amendment shall be binding on the parties, and their respective successors and assigns. This Amendment was negotiated by the parties with legal representation, and any rule of construction or interpretation otherwise requiring this Amendment to be construed or interpreted against a party shall not apply.

g. **Further Action**. The parties shall execute and timely deliver all documents, provide all information, and take all actions as may be necessary or appropriate to achieve the purposes of this Amendment.

h. **Severability**. If any one or more provisions of this Amendment is held by a court of competent jurisdiction to be unconstitutional or invalid, that decision shall not

affect the validity of the remaining portion(s) of this Amendment and the remainder shall remain in full force and effect.

i. **Recitals**. The recitals to this Amendment are material to the terms and conditions of this Amendment. The parties acknowledge the accuracy of the information recited therein and incorporate said information as part of this Amendment.

CITY OF REDMOND	Seattle SMSA Limited Partnership d/b/a Verizon Wireless, _____ a limited liability company
By:_____	By: _____
Name: Angela Birney	Name: _____
Title: Mayor	Title: _____
Date: _____	Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF REDMOND to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Notary Signature: _____

Printed Name: Cheryl D. Xanthos

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____, of _____to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-174
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 Appointment of New Human Services Commission Member

OVERVIEW STATEMENT:
There is currently an opening on the Human Services Commission, due to the resignation of Samit Bordoloi.

The press release advertising this opening was posted on September 30, 2025, and can be viewed at: •News Flash Human Services Commission Seeks a New Member <https://www.redmond.gov/CivicAlerts.aspx?AID=2663>. Two new applications were received and reviewed. Initial interviews were conducted and Vartika Gupta was selected to move forward to interview with Mayor Birney.

She completed her Council interview on November 12, 2025.

☐ **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 Commission Member mayoral appointments.

  RMC 4.30.050(A)
- **Council Request:**
  N/A

- **Other Key Facts:**
  The required background check has been successfully completed.

OUTCOMES:
If appointment is confirmed by Council, the new commission member will serve until the term date listed below:

Human Services Commission

Vartika Gupta: First (Partial) Term Expiration: March 31, 2027

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  N/A
- **Outreach Methods and Results:**
  The opening was advertised, and all completed applications were reviewed.
- **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
11/12/2025	Special Meeting	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:
If Council decides not to confirm appointment, recruitment efforts would need to continue.

ATTACHMENTS:
None.

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-175
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	Steve Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:
Award of the Construction Contract with Earthworks Solutions, LLC of Auburn WA, and Approval of the Consultant Services Agreement Supplement 1 with Consor, Inc., for the Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE) Project

OVERVIEW STATEMENT:
This project will rehabilitate the NE 24th Street corridor from West Lake Sammamish Parkway to 172nd Avenue NE by replacing aging water, sewer, and stormwater infrastructure that has reached the end of its useful life and extending the pavement life through asphalt overlay and channelization improvements. Completing the utility upgrades in advance of the resurfacing work minimizes future roadway disruptions and protects the City's investment.

Public Works requests Council approval to award the construction contract to Earthworks Solutions, LLC as the lowest responsible bidder, in the amount of $6,307,345 for the Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE) Project (Project No. 2319). Public Works also requests Council approval of Supplemental Agreement No. 1 to the consultant services contract with Consor, Inc., in the amount of $380,710, for construction engineering and inspection support services. The supplemental agreement would increase the maximum amount payable for consultant services to $1,774,670.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Transportation Master 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 a Public Works contract that exceeds $300,000 (2018 City Resolution 1503)
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
NE 24th Street is a key east-west corridor for Redmond. Approving this contract and consultant supplement will allow replacement of the existing water, sewer, and stormwater pipes, rehabilitation of the pavement surface, upgrades to ADA-compliant curb ramps, updated street lighting, and installation of new roadway and bike markings. Additional work includes coordination with King County Metro to improve bus stops along the corridor.

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:
$6,307,345 Construction Contract
$380,710 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:
N/A

Funding source(s):
Transportation, Water, Wastewater, and Stormwater CIPs; Transportation Benefit District

Budget/Funding Constraints:
N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/3/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	N/A	N/A

Time Constraints:
Award of bid must occur within 60 days of the bid opening (which occurred on September 25, 2025) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:
Not approving contract will result in delaying construction, increasing the cost to complete the project.

ATTACHMENTS:
Attachment A: Pavement Mgmt - NE 24th (WLSP to 172nd) PIS Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Consultant Supplemental Agreement

CIP Project Information Sheet

Project Name: Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE)

Project Status: Existing
Functional Area(s): Transportation, Water, Stormwater, Wastewater
Relevant Plan(s): Transportation Master Plan, ADA Transition Plan
Neighborhood: Idylwood

Time Frame: 2023-2027
Budget Priority: Vibrant and Connected
Citywide Rank: 12
Functional Area Priority: High

Location: NE 24th Street from West Lake Sammamish Parkway to 172nd Avenue NE

Description:
Rehabilitate and overlay pavement to extend useful life. Replace water, wastewater, and stormwater pipes that have reached the end of their useful life prior to pavement rehabilitation.

Anticipated Outcomes: ***Primary:*** Rehabilitation ***Secondary:***
Finished pavement has a pavement index (PCI) of 90 or higher and provides 20 years of life (with proper maintenance). Utilities underneath the overlay that are at the end of their life cycle will be replaced to prevent damage to the overlay.

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	$2,936,322	$1,498,434	$4,503,401	$5,505,396					$14,443,553
Approved Changes									
Current Approved Budget	$2,936,322	$1,498,434	$4,503,401	$5,505,396					$14,443,553
Proposed New Budget	$1,942,117	$1,238,083	$4,957,403	$5,530,261					$13,667,865

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%)	$902,611								$902,611
Right of Way	$50,882								$50,882
Design (31-100%)	$988,624	$912,575	$304,192						$2,205,391
Construction			$3,202,014	$4,402,771					$7,604,785
Contingency		$325,508	$1,451,197	$1,127,490					$2,904,196
Total	$1,942,117	$1,238,083	$4,957,403	$5,530,261					$13,667,865

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
General Fund	$81,017	$1,447,697		$1,528,714
Transportation Benefit District	$555,006	$1,979,092		$2,534,098
Transportation CIP		$500,000		$500,000
Stormwater CIP	$103,702	$693,744		$797,446
Water CIP	$888,965	$5,944,713		$6,833,678
Wastewater CIP	$313,427	$1,160,502		$1,473,929
Total	$1,942,117	$11,725,748		$13,667,865

Attachment B – Additional Project Information

Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to WLSP Final Design

Project Discussion

This project will replace aging water, sewer, and stormwater piping along the NE 24th Street corridor between 172nd Ave NE and West Lake Sammamish Parkway, followed by resurfacing the roadway and upgrading curb ramps to current ADA standards. Completing these utility improvements in advance of the pavement work protects the City's investment and minimizes future disruptions to residents and businesses.

Preliminary design has been completed, including survey, potholing of potential utility conflicts, geotechnical investigations, archaeological review, and development of plan and profile drawings for proposed new utility alignments.

Project Specifics:

- Replace approximately 6,200 feet of water pipe (4" – 12"), including approximately 15 water meters and service lines, and six fire hydrants.
- Replace approximately 2,085 feet of sewer pipe (6" – 10"), including eight manholes and eight side sewers.
- Replace approximately 615 feet of storm pipe (12") and catch basins.
- Repave and restripe approximately three lane-miles of roadway.
- Upgrade all curb ramps to existing ADA standards.
- Update existing streetlights to LED.

Project work will include coordination of other design efforts in the project vicinity including the King County Lake Hills Trunk Sewer Replacement Project.

Bid Results

The project was advertised in the *Daily Journal of Commerce* and *The Seattle Times* on August 27, 2025, and September 3, 2025. Bids were received and opened on September 25, 2025. The City received eight (8) bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Sunset Grill Construction	Seattle, WA	$6,180,610.29
Earthworks Solutions, LLC	**Arlington, WA**	**$6,307,344.70**
Fury Site Works	North Bend, WA	$6,902,327.57
Active Construction	Tacoma, WA	$7,452,452.00
Rodarte Construction	Auburn, WA	$7,922,587.43
KLB Construction	Mukilteo, WA	$7,987,126.36
Granite Construction	Everett, WA	$8,845,383.50
OMA Construction	Maple Valley, WA	$9,126,619.72
Engineer's Estimate		**$9,231,969.96**

All bidders' unit prices, extensions, and additions have been checked for accuracy and evaluated for unbalanced bid items. Based on that review, staff determined that the Sunset Grill Construction bid was non-responsive and that the firm did not meet responsibility requirements, resulting in disqualification of the bid. Staff investigated the bid submitted by Earthworks Solutions, LLC and found it to be both responsive and responsible. Staff recommends awarding the contract to Earthworks Solutions, LLC as the lowest responsible bidder..

Consultant Agreement History

	Date	Amount	Maximum Amount Payable
Consor Original Agreement	July 2, 2024	$1,393,960	$1,393,960
Consor Supplement 1	Nov 18, 2025	$380,710	$1,774,670

Fiscal Information

Current Project Budget	
General Fund	$1,528,714
Wastewater CIP	$1,473,929
Water CIP	$6,833,678
Stormwater CIP	$797,446
Transportation Benefit District	$2,534,098
Transportation CIP	$500,000
Total Funding	**$13,667,865**

Estimated Project Costs	
Preliminary Design	$691,013
Design	$1,455,812
Construction	$7,318,055
Contingency	$1,850,000
Total Estimated Project Cost	**$11,314,880**
Budget Difference	**$2,352,985**

Attachment C

Washington State Department of Transportation

Supplemental Agreement Number 01	Organization and Address: Consor North America, Inc. One SW Columbia St. Ste 1700 Portland OR 97204 Phone:	
Original Agreement Number 10563		
Project Number 2319	Execution Date	Completion Date 12/31/2027
Project Title Pavement Management - NE 24th St from 172nd Ave NE to WLSP Construction Support	New Maximum Amount Payable $ 1,774,670	
Description of Work This scope includes construction support and observation services to assist the City during construction of the project.		

The Local Agency of City of Redmond desires to supplement the agreement entered into with Consor North America, Inc. and executed on 7/2/2024 and identified as Agreement No. 10563

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 attachment 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: End date of 12/31/2027

III

Section V, PAYMENT, shall be amended as follows:

See attachment 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: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

DOT Form 140-063 EF
Revised 9/2005

Attachment A- SCOPE OF WORK

Pavement Management and Utility Upgrades
NE 24th Street
Construction Management Services
City of Redmond

Project Summary

Consor North America, Inc. (Consultant) has developed the following scope of services and accompanying fee estimate based on our understanding of the project and discussions with City of Redmond (City) staff. This scope includes construction support and observation services to assist the City during construction of the project. The City will be responsible for all necessary permitting, bidding, and construction management not provided for herein.

The project includes construction of approximately 6,200 feet of water pipe (4"-12" in diameter), 2,100 feet of sanitary sewer pipe (6"-10" in diameter), and 600 feet of storm pipe (12" in diameter); repaving and restriping of approximately 3 lane-miles of roadway; and upgrade to existing curb ramps to meet ADA standards. Work includes, but is not limited to, installation of piping, fire hydrants, water meters, manholes, catch basins, side sewers, sidewalks, curb ramps, paving, and other work necessary to complete the project

Project Assumptions

Construction is anticipated to commence in January 2026 for project kick-off and critical submittal phase. For budgeting purposes, an active construction duration of 250 working days (approximately 50 weeks) has been assumed.

Scope of Services

Consultant is proposing to perform the following services in relation to the City's NE 24th Pavement Management and Utilities Upgrade Project:

Task 1 - Project Management and Contract Administration

Objective

Provide strategic guidance aligned with City staff objectives. Coordinate & monitor the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Subtask 1.1 Project Coordination

- Perform general administration and project management throughout the construction phase to ensure successful completion of all tasks and elements of the Project within the established scope, schedule, and budget.
- Proactively track progress of project work completed against schedule & budget.
- Inform the City of any anticipated challenges during the construction phase as they may arise and develop solutions together.

Subtask 1.2 Invoices/Status Reporting

- Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Subtask 1.2 Assumptions

- Assume fourteen (14) monthly invoices and status reports

Subtask 1.2 Deliverables

- Consultant will deliver to the City a monthly invoice and status report covering:
  - Work on the project performed during the previous month
  - Issues encountered, and actions taken for their resolution
  - Potential impacts to submittal dates, budget shortfalls, or optional services
  - Issues requiring project team action

Task 2 – Construction Contract Administration and Closeout

Objective

Be a point of contact for construction phase activities where assistance is needed. Coordinate with City staff and design team. Attend twenty-five (25) project meetings and monitor project budget and schedule and assist when requested.

Subtask 2.1 Pre-Construction Services / Meeting

Attend the Pre-Construction Meeting with up to one Consultant team member in attendance.

Subtask 2.1 Assumptions

- One (1) Consultant staff to attend Pre-Construction Meeting.

Subtask 2.1 Deliverables

- Items as requested at meeting

Subtask 2.2 Project and Weekly Construction Meetings

Attend virtually up to twenty-five (25) weekly construction, and utility coordination meetings with up to one (1) Consultant team member in attendance.

Subtask 2.2 Assumptions

- One (1) Consultant staff to attend virtually.

Subtask 2.2 Deliverables

- Items as requested at meetings.

Subtask 2.3 Contract Administration

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Perform the following tasks.

1. Develop change orders, including independent cost justifications, and maintain a change order log.

2. Maintain material quantity and quality documentation, including maintenance of the Record of Materials (ROM).

3. Assist Redmond Inspector with scheduling on site testing and review by subconsultants.

Subtask 2.3 Assumptions

- Assume 8 (eight) change orders taking ten (10) hours per change orders to coordinate with City and Contractor and draft change orders.

Subtask 2.3 Deliverables

- Change order documents for City review and approval.
- Updated ROM

Subtask 2.4 Shop Drawings, Submittals and RFIs

Prepare and maintain submittal log for approximately 50 submittals and/or shop drawings. Receive, log, distribute, and track submittal reviews and responses for project submittals. Prepare a submittal and documentation matrix for reference by contractor and construction management team. Prepare and maintain RFI log for 50 RFIs. Receive, log, distribute, and track RFIs and respond to construction contractor.

Subtask 2.4 Assumptions

- Fifty (50) shop drawings and submittals are assumed, with an average of two (2) hours per submittal. Assume fifteen (15) additional re-submittals.
- Fifty (50) RFIs are assumed, with an average of two (2) hours per RFI.

Subtask 2.4 Deliverables

- Updated Submittal Log
- Reviewed submittals and shop drawings returned to construction contractor
- Updated RFI Log
- Reviewed RFI responses to construction contractor

Subtask 2.5 Project Closeout

Consultant will lead the close-out phase to document completion of the project and adherence to WSDOT LAG requirements. Consultant will provide complete project files to the City and perform the following duties to assist with project close-out.

Substantial Completion/Punch List: Upon substantial completion of work, Construction Inspector will provide punch list of any outstanding items and coordinate completion with contractor.

Subtask 2.4 Assumptions

- Up to 5 visits for 2 staff to confirm punch list items such as ADA compliance

Subtask 2.5 Deliverables

- Punch list
- Project Closeout Documents (Project documentation files including Electronic documents and pictures on a thumb drive). Hard copies if requested.

Subtask 2.6 Record Drawings

As-Built Drawings: Construction Inspector will confirm that the contractor is maintaining a set of "Record Drawings".

Consor will use the marked-up plan set to update their project CAD file per the requirements in the City of Redmond's Record Drawing Policy.

When complete, Consor will submit the following to the City for GIS review:

- Upload to the Record Drawings library on the project's SharePoint site, one composite DWG file(AutoCAD 2019 or earlier)
- Completed "Digital Submittal Checklist" (Appendix A of the City of Redmond Record Drawing Requirements)
- One full size record drawing plan set in PDF format (All sheets in one file)

Following GIS review, comments or recommendations for changes or corrections will be provided and returned to the Consultant. The Consultant will make corrections and resubmit the digital CAD file, Digital Submittal Checklist and PDF file. This process will continue until all comments have been addressed.

Project Closeout: Transfer project documentation to the City for permanent storage. Provide a thumb drive or other electronic transfer method with all electronic documents and pictures. Provide hard copies of documentation upon request.

Subtask 2.6 Deliverables

- Record Drawings

Task 3 – Construction Inspection

Objective

The City will staff the project with a full-time construction inspection to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The inspector is responsible for routine interfacing with the construction contractor and stakeholders and is to observe the construction contractor's operations and work.

Consor will provide supplemental inspection as requested by the City.

Subtask 3.1 Construction Inspection

The Construction Inspector's activities, in general, will include the following tasks.

1. Attend pre-construction conference, project, and weekly progress meetings.

2. Establish pre-construction site conditions using photo and video log of sites.

3. Observe/inspect the contractor's activities, operations, and work and document the contractor's work is in general compliance with the requirements of the contract documents. Observations will be completed on the standard WSDOT daily report form unless specified differently by the City.

4. Monitor the contractor's progress with respect to planned/scheduled work.

5. Document the contractor's construction activities (preparation of daily reports, photographs, etc.).

6. Create field note records of bid item work performed.

7. Verify and document that traffic control is per accepted traffic control plans when on-site.

8. Keep Construction Manager and City informed of project progress, issues, and developments.

9. Review minor change requests by the contractor.

10. Coordinate, observe, and document material testing and special inspection

11. Utility coordination with stakeholders

12. Track force account labor and equipment/materials; issue force account sheets for additional payment when required.

13. Maintain field construction records and as-built set.

14. Maintain photo log

Subtask 3.1 Assumptions

- Supplemental Inspection hours estimated at 45 hours per week with field work occurring for 6 weeks total.

Subtask 3.1 Deliverables

- Daily progress reports, photos, force account documentation
- Contractor and sub-contractors wage rate interviews
- Daily on-site contractor and sub-contractors list

Task 4 – Subconsultant Services

Objective

Quality Assurance and materials sampling and testing.

Subtask 4.1 Material Testing and Special Inspections

Consultant will assist the City in developing a quality assurance program. Consultant will provide material testing and special inspection as outlined and at the frequency indicated in the WSDOT LAG Manual.

Subtask 4.1 Assumptions

- Testing level of effort based on assumptions included in HWA's quote (attached).

Subtask 4.1 Deliverables

- Materials test reports and summary report spreadsheet

Subtask 4.2 Geotechnical Services

Subtask 4.1 Assumptions

- Testing level of effort based on assumptions included in HWA's quote (attached).

Subtask 4.1 Deliverables

- Summary reports

Task 5 – Management Reserve

5.1 Management Reserve

Written permission from the City is required to access $20,000 of management reserve funds. Scope of services and fee estimate to be negotiated with request to access the management reserve.

The City, at its discretion, may supplement the scope of services to include any or all of the tasks noted below.

- · Additional Investigations and Design Services
- · Construction Engineering Support
- · Construction Management
- · Inspection Support
- · Record Drawings Preparation

Project Cost Estimate
Inspection & Testing
Redmond NE 24th Street Improvements
Redmond, Washington
Prepared For: Mike Hagerty, PE, Consor

HWA GeoSciences Inc. DBE/MWBE

HWA Ref: 2025-198
Date: 4-Sep-25

Prepared By: BS/BKH

PROPOSED WORK SCOPE:

This cost estimate is based on plans and specifications provided by Client.

1. Sampling and acceptance/Proctor testing of CSTC, Gravel Borrow, and Foundation Material for use in trench backfill, and roadway/sidewalk construction.
2. Inspection and testing of compacted aggregates for utility trenches, roadway/sidewalk subgrade, and ADA ramp construction.
3. Concrete sampling for curb and gutter, ADA ramps, and driveways.
4. Sampling of HMA aggregate for acceptance and oil at the plant for ignition oven correction factor.
5. Sampling and testing HMA during paving for Rice density, extraction and gradation (minimum: one test sample per 1000 tons).
6. Inspection and testing of HMA placement and compaction (minimum: one test per 100 tons).
7. Written field reports will be prepared for all inspections and reviewed for QC.

Material Testing - ESTIMATED HWA LABOR:

Scope of Services	2025 PERSONNEL & BILLING RATES						
	GeoEng VIII $320.00	GeoEng II $155.00	Geol VI $230.00	Geol II $130.00	Contracts $175.00	TOTAL HOURS	TOTAL AMOUNT
Aggregate Inspection and Testing, including:							
Sampling of CSTC, GB, and Foundation Material at WSDOT intervals (assume 2 sources)				16		16	$2,080
Inspection and Testing of Storm and Sewer Trench Backfill (10 visits)				60		60	$7,800
Inspection and Testing of Water Main Trench Backfill (10 visits)				60		60	$7,800
Inspection and Testing of compacted aggregates for roadway/sidewalk construction				20		20	$2,600
Asphalt Inspection and Testing, including:							
Inspection and Testing during HMA permanent trench patching (4 full days)				40		40	$5,200
Inspection and Testing during HMA Roadway/Overlay (4 full days)				40		40	$5,200
HMA Oven Ignition Correction Sampling of Aggregate and Oil (2 mixes x 1 source)				6		6	$780
HMA Sampling at Batch Plant (7 trips)				21		21	$2,730
Concrete Inspection and Testing, including:							
Curb & Gutter Testing (4 visits, plus pickups)				24		24	$3,120
ADA Ramps (6 visits, plus pickups)				36		36	$4,680
Driveway Testing (1 visit, plus pickups)				6		6	$780
Geotechnical Observation/Project Management							
Preconstruction Meeting			2			2	$460
QA Review, PM, Reporting, Submittal Reviews, and Report Distribution	8		12		6	26	$6,370
TOTAL LABOR COST	8	0	14	329	6	357	**$49,600**

LABORATORY TESTING SUMMARY:	Est. No. Tests	Unit Cost	Total Cost
Acceptance Testing for CSTC (GS, SE, Fracture) - assume 2 sources	4	$390	$1,560
Acceptance Testing Foundation Material Class A (GS) - assume 2 sources	2	$200	$400
Acceptance Testing Gravel Borrow (GS, SE) - assume 2 sources	2	$320	$640
Proctor Tests on all Materials to be Compacted	6	$290	$1,740
Concrete Compressive Strength Cylinders (assume 11 sets x 4 cylinders each set)	44	$40	$1,760
HMA Oven Correction Factor (2 mixes x 1 source x 3 burns per OCF)	2	$550	$1,100
HMA: Rice Density, Extraction/Gradation	7	$600	$4,200
TOTAL LABORATORY TESTING:			**$11,400**

ESTIMATED DIRECT EXPENSES:	
Mileage to Job Site IRS Rate 0.7/mile, assume 55 trips	$1,580
Mileage for Sampling Aggregates and HMA at Sources	$380
Nuclear Gauge Rental (Thin Lift or Soil): 33 days @ $60/day	$1,980
TOTAL DIRECT EXPENSES:	**$3,940**

ESTIMATED PROJECT TOTALS AND SUMMARY:	
Total Labor Cost	$49,600
Laboratory Testing	$11,400
Direct Expenses	$3,940
ESTIMATED TASK TOTAL:	**$64,940**

Assumptions:

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, source changes and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
6. All weekend work is charged at an 4 hour minimum segment. Weekend work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
7. 3000 psi, Commercial, and concrete for sidewalks and thrust blocks will not be tested.
8. No density testing will be needed for water service connections outside of the roadway prism.
9. HWA's laboratory is not equipped to test HMA binder or tackifier. This testing is performed by WSDOT's Bituminous Materials Lab. WSDOT will only allow invoicing to a contract with the Owner (they cannot invoice HWA for this work). This estimate does not contain time for sampling/driving samples to the Tumwater lab.
10. This cost estimate does not include Special Inspections (reinforcing steel, welding, structural anchors, etc). HWA is not WABO certified.

Ciani & Hatch Engineering, PLLC
Level of Effort Estimate
Contract Title: City of Redmond - Engineering Construction Services

Task	Billing Rate:	Principal $ 225	Associate $ 205	Senior $ 185	Senior Project Coor. $ 155	Project Engineer $ 158	Senior Staff $ 149	Staff $ 138	Hours	Labor Cost	CHE NonLabor Cost	CHE Total
Task 1.0 - Engineering Construction Services												
Project Management, Projet Setup, & Invoicing		4		8	10		0		22	$ 3,930.00	$ 224.00	$ 4,154.00
In-Person Preconstruction meeting		0		4	0		0		4	$ 740.00	$ -	$ 740.00
Up to 3 half day Site Visits		2		4	0		21		27	$ 4,319.00	$ -	$ 4,319.00
Review of Materials Testing Field Reports (up to 40)		8		20	0		0		28	$ 5,500.00	$ -	$ 5,500.00
RFIs & General Consultation		8		15	0		0		23	$ 4,575.00	$ -	$ 4,575.00
Task Total:		22	0	51	10	0	21	0	104	$ 19,064.00	$ 224.00	$ 19,288.00
Hours Total:		22	0	51	10	0	21	0	104	$ 19,064.00	$ 224.00	$ 19,288.00

CHE Labor Cost Total:	$	19,064
CHE Non-Labor Cost:	$	224
CHE Total:	$	19,288
Total Subcontractor Cost:	$	-
TOTAL FEE:	$	19,288

Assumptions:

- Project management includes up to 6 invoicing cycles
- Up to 3 half day site visits. Each site visit assumes 4 hours on site, travel time, and field reporting time. These site visits will be performed on an as-need basis.
- Assumes up to 40 Materials Testing field report reviews
- Mileage for each site visit is calculated using the current IRS standard rate of $0.70 per mile.

Exhibit B

Consultant Fee Determination

Project Name: Pavement Management & Utilities Upgrades – NE 2
Project Number: 2319-096, -403, -404, -406
Consultant: Consor

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 171%	Fee (Profit) 28%	Total Hourly Rate	Total
Engineering Designer VII		$ 78.93	$134.97	$22.18	$236.08	
Professional Engineer VI	200	$ 77.93	$133.26	$21.90	$233.09	$46,618
Engineering Designer VI		$ 75.26	$128.69	$21.15	$225.10	
Professional Engineer V		$ 73.92	$126.40	$20.77	$221.09	
Engineering Designer V		$ 71.24	$121.82	$20.02	$213.08	
Professional Engineer IV		$ 69.57	$118.96	$19.55	$208.08	
Engineering Designer IV		$ 68.23	$116.67	$19.17	$204.08	
Professional Engineer III		$ 67.23	$114.96	$18.89	$201.08	
Engineering Designer III		$ 67.23	$114.96	$18.89	$201.08	
Engineering Designer II		$ 63.22	$108.11	$17.76	$189.09	
Engineering Designer I		$ 58.87	$100.67	$16.54	$176.08	
Technician IV	100	$ 67.23	$114.96	$18.89	$201.08	$20,108
Technician III		$ 61.21	$104.67	$17.20	$183.08	
Technician II		$ 53.18	$90.94	$14.94	$159.06	
Technician I		$ 46.83	$80.08	$13.16	$140.07	
Administrative III	14	$ 48.83	$83.50	$13.72	$146.05	$2,045
Administrative II		$ 44.82	$76.64	$12.59	$134.06	
Administrative I		$ 40.14	$68.64	$11.28	$120.06	
Cost Estimator III		$ 105.69	$180.73	$29.70	$316.12	
Cost Estimator II		$ 85.62	$146.41	$24.06	$256.09	
Cost Estimator I		$ 64.89	$110.96	$18.23	$194.09	
Construction Manager X		$ 110.37	$188.73	$31.01	$330.12	
Construction Manager IX		$ 102.68	$175.58	$28.85	$307.12	
Construction Manager VIII		$ 96.99	$165.85	$27.25	$290.10	
Construction Manager VII		$ 93.32	$159.58	$26.22	$279.12	
Construction Manager VI	480	$ 86.63	$148.14	$24.34	$259.11	$124,373
Construction Manager V		$ 79.94	$136.70	$22.46	$239.10	
Construction Manager IV		$ 75.92	$129.82	$21.33	$227.08	
Construction Coordinator I		$ 49.84	$85.23	$14.01	$149.07	
Construction Admin Specialist IV		$ 67.23	$114.96	$18.89	$201.08	
Construction Admin Specialist III	120	$ 61.21	$104.67	$17.20	$183.08	$21,969
Construction Admin Specialist II		$ 53.18	$90.94	$14.94	$159.06	
Construction Admin Specialist I		$ 46.83	$80.08	$13.16	$140.07	
Inspector VII		$ 79.94	$136.70	$22.46	$239.10	
Inspector VI		$ 73.92	$126.40	$20.77	$221.09	
Inspector V		$ 66.89	$114.38	$18.80	$200.07	
Inspector IV	300	$ 61.88	$105.81	$17.39	$185.08	$55,525
Inspector III		$ 54.85	$93.79	$15.41	$164.06	
Inspector II		$ 49.84	$85.23	$14.01	$149.07	
Quality Control Compliance Specialist		$ 66.89	$114.38	$18.80	$200.07	
Total Hours	1,214				**Subtotal:**	$270,638
REIMBURSABLES						
Mileage						$4,034
CAD						$1,800
Geotechnical Inspection						$19,288
					Subtotal:	$25,122
SUBCONSULTANT COSTS (See Exhibit B1)						
HWA						$64,950
					Total:	$360,710
					Contingency:	20,000
					GRAND TOTAL:	$380,710

Exhibit B1

Consultant Fee Determination

Project Name:	Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to WLSP Final Design Construction Management
Project Number:	2319-096, -403, -404, -406
Consultant:	HWA Geo Sciences Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 196%	Fee (Profit) 28%	Total Hourly Rate	Total
GeoEng VIII	8	$ 98.74	$193.53	$27.75	$320	$2,560
GeoEng II		$ 47.83	$93.75	$13.44	$155	
Geol VI	14	$ 70.97	$139.10	$19.94	$230	$3,220
Geol II	329	$ 40.12	$78.64	$11.27	$130	$42,780
Contracts	6	$ 54.00	$105.84	$15.17	$175	$1,050
Total Hours	357				**Subtotal:**	$49,610
REIMBURSABLES						
Laboratory Testing						$11,400
Mileage						$1,960
Nuclear Gauge Rental						$1,980
					Subtotal:	$15,340
					GRAND TOTAL:	$64,950

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-176
Type: Consent Item

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Vangie Garcia	Deputy Public Works Director
Public Works	Steve Gibbs	Capital Construction Division Manager
Parks	Dave Tuchek	Parks and Recreation Deputy Director
Parks	Lindsey Falkenburg	Parks Planning Manager
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	John Mork	Project Manager

TITLE:
Approval of a Consultant Agreement with David Evans and Associates, Inc., in the Amount of $701,960, and Acceptance of the Department of Commerce Grant for the Idylwood Park Parking Lot Expansion and Frontage Improvements Project

OVERVIEW STATEMENT:
Public Works is requesting to approve the consultant agreement with David Evans and Associates, Inc. in the amount of $701,960. This agreement is for design for the Idylwood Park Parking Lot Expansion and Frontage Improvements project, Project No. 2371.

Public Works is also requesting to accept Department of Commerce grant in the amount of $215,000. The Department of Commerce will retain three percent to cover administrative costs, resulting in a net award to the City of $208,550.

This project will include expansion and renovation of the Idylwood Park main parking lot to increase capacity and address pavement failures, drainage issues, damaged curb, and ADA deficiencies. Pedestrian and cyclist safety enhancements will also be made along the park frontage.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Capital Investment Program, PARCC Plan, ADA Transition Plan
- **Required:**
  Council approval is required to award an Architectural and Engineering Services agreement that exceeds $50,000 (2018 City Resolution 1503)
  The City Council must approve grant acceptance
- **Council Request:**
  N/A
- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the November 18, 2025, Council business meeting

OUTCOMES:
This project will repair and expand the park parking lot, improve accessibility and add safety improvements along West Lake Sammamish Parkway

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  City Communications, Parks and Public Works staff will alert park users, local residences and commuters to construction impacts prior to work beginning
- **Outreach Methods and Results:**
  Social media, email, postcards, message boards, etc. as appropriate
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$701,960 (consultant agreement)
$208,550 (grant funding)

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):
Real Estate Excise Tax, Parks CIP, Transportation, Grant

Budget/Funding Constraints:
None

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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:
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: Idylwood Park Parking Lot Expansion and Frontage Improvements Project Information Sheet
Attachment B: David Evans and Associates, Inc. Consultant Agreement
Attachment C: Notification of Grant Award

CIP Project Information Sheet

Project Name: Idylwood Park Parking Lot Expansion and Frontage Improvements

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

Time Frame: 2025-2026
Budget Priority: Vibrant and Connected
Citywide Rank: 25
Functional Area Priority: High

Location: 3650 West Lake Sammamish Parkway NE

Description:
Expansion and renovation of Idylwood main parking lot to address pavement failures, drainage issues, damaged curbing, and ADA deficiencies. Addition of pedestrian and cyclists safety enhancements along park frontage.

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

Project approved in the 2023-2028 CIP budget process.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	$335,479								$335,479
Approved Changes	$257,646	$130,391							$388,037
Current Approved Budget	$593,125	$130,391							$723,516
Proposed New Budget		$461,698	$3,221,089	$793,876					$4,476,663
Proposed changes due to	___ Scope Change		X Schedule Change		X Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)		$190,302							$190,302
Right of Way		$8,698							$8,698
Design (31-100%)		$167,839	$593,370						$761,209
Construction			$2,012,599	$635,724					$2,648,323
Contingency		$94,859	$615,120	$158,152					$868,131
Total		$461,698	$3,221,089	$793,876					$4,476,663

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		$2,649,944		$2,649,944
Parks CIP		$833,535		$833,535
Transportation CIP		$784,634		$784,634
Grant - Dept. of Commerce		$208,550		$208,550
Total		$4,476,663		$4,476,663

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.	
Address 14432 SE Eastgate Way, Ste 400, Bellevue, WA 98007	Federal Aid Number
UBI Number 600 227 608	Federal TIN 93-0661195
Execution Date	Completion Date 12/31/2027
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title Idylwood Park Parking Lot Expansion and Frontage Improvements	
Description of Work Engineering Services See Exhibit A for the Scope of Services	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: 701,960.00

Index of Exhibits

Exhibit A Scope of Work
~~Exhibit B DBE Participation~~ not applicable
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~~ not applicable
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, 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: John Mork
Agency: City of Redmond
Address: 15670 NE 85th Street
City: Redmond State: WA Zip: 98052
Email: jemork@redmond.gov
Phone: 425.556.2713
Facsimile: 425.556.2776

If to CONSULTANT:
Name: Manuel Feliberti
Agency: David Evans and Associates, Inc.
Address: 14432 SE Eastgate Way, Suite 400
City: Bellevue State: WA Zip: 98007
Email: manuel.feliberti@deainc.com
Phone: 425.519.6580
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: John Mork
Agency: City of Redmond
Address: 15670 NE 85th Street
City: Redmond State: WA Zip: 98052
Email: jemork@redmond.gov
Phone: 425.556.2713
Facsimile: 425.556.2776

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 attached Scope of Services

EXHIBIT A

CITY OF REDMOND

Idylwood Park Parking Lot Expansion and Frontage Improvements

City Project Number 2371

Scope of Services

Prepared by:

David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007

September 30, 2025

TABLE OF CONTENTS

Task 1.0 Project Description, Design Criteria, and Project Assumptions 1

1.1 Project Description 1
1.2 Design Criteria 1
1.3 Project Understanding 1
1.4 Responsibilities and Services Provided by the CLIENT 2
1.5 Project Assumptions 2

Task 2.0 Project Management and Quality Control 2

2.1 Project Management 2
2.2 Subconsultant Coordination 3
2.3 Develop Project Schedule 3
2.4 Monthly Invoices/Progress Reports 3
2.5 Project Kick-off Meeting and Progress Meetings 3
2.6 Quality Control/Quality Assurance Review 4
2.7 Change Management 4

Task 3.0 Survey 4

3.1 Data Collection 4
3.2 Horizontal and Vertical Control Network 4
3.3 Establish Road Centerline Alignments and Right-of-Ways for Corridor (Base Map) 5
3.4 Topographic Survey 5
3.5 Future Survey Needs 7
3.6 Underground Utilities 7

Task 4.0 Environmental Documentation 7

4.1 Environmental Technical Reports 7
4.2 SEPA Environmental Documentation 8
4.3 Environmental Permitting 8

Task 5.0 Alternatives Analysis (10% Design) 10

5.1 Project Site Visits (2 Total) 10
5.2 Alternatives Analysis/Alternatives Analysis Summary Document (10% Design) 10

Task 6.0 Preliminary Design (30% Plans and Estimate) 11

6.1 Preliminary Design (30% Completion) 11

Task 7.0 Utility Coordination 11

7.1 Utility Coordination 11
7.2 Utility Conflict Resolution and Potholing 11

Task 8.0 Geotechnical 12

Task 9.0 Hydraulic Report 12

9.1 Preliminary and Final Hydraulic Report 12

Task 10.0 Water Well Decommission 14

Task 11.0 Final Design Plans, Specifications, and Estimates (PS&E) 14

11.1 60% Submittal 14
11.2 90% Submittal 16
11.3 100% Submittal 17

11.4 Bid Ready Documents 17
Task 12.0 Bid and Award Support 18
Task 13.0 Optional Services 18

Task 1.0 Project Description, Design Criteria, and Project Assumptions

1.1 Project Description

The City of Redmond (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for the Idylwood Park Parking Lot Expansion and Frontage Improvements project (PROJECT). The improvements will include reconfiguring the existing parking lot, adding parking stalls with a new parking lot, new stormwater system, ADA improvements, and new shared use path on the east side of West Lake Sammamish Parkway.

Services include project management, surveying, utility coordination, environmental/permitting/SEPA documentation, geotechnical, alternatives evaluation, preliminary / final design, PS&E document preparation, and support during bid advertisement. Optional services may include additional investigation to support project development, construction engineering support, construction management, inspection support, and record drawings preparation.

This project is funded by City of Redmond.

For purposes of this agreement, the term CONSULTANT refers to the collective efforts of the following firms:

Firm Name	Services
David Evans and Associates, Inc. (DEA)	All services listed except for geotechnical and pavement
HWA Geosciences (HWA)	Geotechnical and Pavement

DEA shall be the prime consultant, with other firms listed above contracted to DEA as subconsultants.

Contingency tasks are shown in italics throughout this Scope and unanticipated tasks are discussed in the Optional Services Task. Budgets for *contingency tasks* are included but optional services are not included at this time. Both *Contingency* and Optional Services shall be pre-authorized and will be funded out of the Contingency or unused tasks.

1.2 Design Criteria

The design and plans, specifications, and estimate (PS&E) will be based on the requirements of the City of Redmond Public Works Standards, City of Redmond Municipal Code, and ADA guidelines. Project specifications will be based on the most current WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.

1.3 Project Understanding

The Idylwood Park Parking Lot Expansion and Frontage Improvements project currently consists of the following features:

- Adding 35 new parking stalls within the park boundaries to provide a total of 70 parking stalls with 4 ADA stalls.
- Constructing a new parking lot.
- Reconfiguring and regrading the existing parking lot. It has 36 parking stalls and 4 ADA parking stalls.
- New stormwater system including water treatment.
- Landscaping plan for the parking area.

- Decommission an existing water well.
- New shared use path along the east side of West Lake Sammamish Parkway along Idylwood Park frontage where on-street is allowed.

1.4 Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- Provides templates for items such as invoices.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.
- Provide all property title reports, if needed.
- Obtain parcels right-of-entry, if needed.

1.5 Project Assumptions

- The total number of parking stalls will be approximately 70 with at least 4 ADA parking stalls.
- Illumination will not be provided.
- Tree assessment survey is not anticipated so it was not included in this scope of services.
- All drawings will be prepared in AutoCAD Civil3D 2025 format, utilizing the CONSULTANT's CAD standards, and will be drawn at one-inch equals forty feet for 11"x17" plans. Drawings shall conform to City of Redmond's record drawing submittal standards.
- Specifications will follow WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project design duration is assumed to be 12 months.
- All deliverables will be electronic PDF files unless otherwise noted.
- A project design report will not be prepared.

Task 2.0 Project Management and Quality Control

2.1 Project Management

Direction of the CONSULTANT (DEA) staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month, including any critical path tasks and any items impacting contract scope, schedule, and / or budget.

The CONSULTANT (DEA) shall perform periodic monitoring of the consultant's design budget and schedule over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT (DEA) will use an earned value spreadsheet to monitor and track project expenditures by task. If requested by the CLIENT, the earned value spreadsheet shall be submitted with each invoice and progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

The CONSULTANT (DEA) will use the CITY's SharePoint site for the project. The CONSULTANT (DEA) will use the City's templates, for example for invoices.

2.2 Subconsultant Coordination

The CONSULTANT (DEA) shall provide directions to the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT (DEA). Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.3 Develop Project Schedule

The CONSULTANT (DEA) and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities, using the CITY's draft schedule. The schedule shall be prepared to reflect a 12-month design completion of the project. The schedule shall be arranged to meet key target dates including the bid period and overall anticipated construction time. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates.

2.4 Monthly Invoices/Progress Reports

Monthly invoices using City template will be prepared by the CONSULTANT (DEA) per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables:

- Monthly Invoices and Progress Reports (12 total).

2.5 Project Kick-off Meeting and Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

Kick-off Meeting

After receiving notice to proceed from the CLIENT, the CONSULTANT (DEA and subconsultants) will conduct a project team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule and risks, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

Progress Meetings

The CONSULTANT (DEA) shall prepare for, attend/conduct, and document up to 37 meetings/phone calls, including the kick-off meeting, with CLIENT staff. Meetings/phone calls will be required for coordination with the CLIENT and other affected agencies. The

CONSULTANT will attend/conduct two meetings every month with the CLIENT's project manager for the duration of the project. The meetings will be virtual via Teams. As needed, regular phone calls and email communication will be made with the CLIENT's project manager.

Meetings:

Meeting	Number
Kick-off Meeting with CITY and CONSULTANT Staff	1 (Minutes to be prepared by CONSULTANT).
Progress meetings with City and CONSULTANT	26 (Assumes bi-weekly meeting for 52 weeks) Minutes to be prepared by CONSULTANT

Assumptions:

- CONSULTANT shall prepare agenda and minutes for each meeting.

Deliverables:

- Progress Meeting Minutes (27 total).

2.6 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.7 Change Management

Project Managers from the CLIENT and the CONSULTANT (DEA) are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT (DEA) shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

Task 3.0 Survey

3.1 Data Collection

The CONSULTANT (DEA) has performed a survey adjacent to the PROJECT site and will recover and utilize monuments previously surveyed that control the site when possible. The CONSULTANT will research and collect existing roadway, right-of-way, and utility information from the CITY and respective utility agencies for inclusion in the mapping.

3.2 Horizontal and Vertical Control Network

The CONSULTANT (DEA) shall establish local horizontal and vertical control points throughout the corridor for the purpose of performing surveying services, and they shall be based upon the Horizontal and Vertical Control Point Network established by Redmond or as otherwise specified by the CLIENT.

The CONSULTANT (DEA) shall locate and set reference points outside of the proposed construction area for visible street survey monuments along the street corridor.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Control points will be shown on the topographic base map deliverable noted under Task 3.3 below, and a listing of the control points ID, northing, easting, elevation, and material make-up description.

3.3 Establish Road Centerline Alignments and Right-of-Ways for Corridor (Base Map)

The CONSULTANT (DEA) shall establish the existing centerlines and right-of-way within the corridor limits for preparation of the right-of-way base map for this project. The CONSULTANT will perform records research deemed necessary to create an accurate right-of-way. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records, maps, and GIS data. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The right-of-way centerlines and margins will be shown on the topographic base map. The base map will show located street monuments found that are used to calculate the centerlines and right-of-way margins.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Right-of-Way centerlines, margins, and survey monuments will be shown on the topographic base map deliverable noted under Task 3.4 below.
- Documents for permanent and temporary easements.

3.4 Topographic Survey

The CONSULTANT shall prepare a project topographic base map for Idylwood Park and along West Lake Sammamish Parkway for the project as follows:

- Idylwood Park - see Figure 1 for survey area
- West Lake Sammamish Park Way
    - Northern limit: NE 38th Street intersection.
    - Southern limit: Approximately 100 feet northwest of NE 36th Street intersection.
    - Western limit: Existing double yellow stripe along West Lake Sammamish Parkway.
    - Eastern limit: roadway right-of-way line.

Figure 1: Survey Limits

The final design topographic base will be prepared primarily with standard ground surveying equipment and methodology. The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-ways and road centerlines, property lines, driveways, parking lot, limits and type of paving, fences, structures, sidewalks, above-ground utilities and associated overhead lines, street signs, channelization, landscape areas, and significant trees.

The survey will include photos of the top and inside of water well above the water level and approximate depth and diameter of well.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

Assumptions for the PROJECT include the following:

- Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83/91, and Vertical = NAVD-88.
- Drafting and CAD standards will be based on CONSULTANT's in-house standards.

Deliverables:

- Site mapping prepared on 22"x34" sheets at a scale of 1"=20' utilizing AutoCAD Civil3D 2025 using CONSULTANT drafting standards.
- AutoCAD Civil3D 2025 electronic drawing file.

3.5 Future Survey Needs

This work element is to establish a budget for future survey needs that are identified during project development. For budgetary purposes, the CONSULTANT has included up to an additional 3 days or 24 hours of 2-person survey crew and 24 hours of survey office technician to process and update the existing basemap AutoCAD file. The 3 days shall be used at the discretion of the CITY or CONSULTANT project team.

3.6 Underground Utilities

The CONSULTANT (DEA) will contract with an underground utility locate service to set paint marks as the surface location of the underground utilities. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The limits of utility locates are as follows:

- The east side of West Lake Sammamish Parkway from existing double yellow stripe to right-of-way line.
- The intersection area of NE 38th Street and 175th Avenue NE.

Storm drain structures will be opened to determine pipe type, size, depth, and connection invert elevations. Sanitary sewer will be plotted based on the surveyed location of manholes together with system maps to determine pipe size and connection invert elevations. The CONSULTANT will coordinate with a private utility locate vendor to arrange to have the locations of existing utilities surface marked and will request utility as-builts for the areas where improvements are planned. For areas outside the right of way, the CONSULTANT will work with the CITY to obtain private utility information. The CONSULTANT shall survey the locations of the painted utility locates and incorporate the lines into the base mapping.

Task 4.0 Environmental Documentation

The purpose of this task is to determine the environmental impacts associated with Idylwood Park Improvements project and prepare the applicable environmental compliance documentation and permit applications for the project. Environmental documents will be developed in a manner that satisfies regulatory requirements.

4.1 Environmental Technical Reports

The CONSULTANT (DEA and HWA) shall prepare Technical Reports (TRs) to support the SEPA documentation and permits.

Prior to beginning any environmental work, the CONSULTANT shall coordinate an environmental kick-off meeting with the CITY. The intent is to develop communication, confirm the approach, discuss the environmental documentation schedule, exchange information, and develop relationships for continued work on the PROJECT.

Meetings:

- One Environmental kick-off meeting between the CONSULTANT and the CITY environmental lead.

4.1.1 Critical Areas Report

The CONSULTANT (DEA) shall prepare a Critical Areas Report (CAR) addressing fish and wildlife habitat conservation areas, wetlands, geologic hazard areas, frequently flooded areas, and critical aquifer recharge areas in the action area.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- There will be no wetlands affected by the project that will trigger additional permitting.
- One round of review will be required.

Deliverables:

- Draft CAR.
- Final CAR.

4.2 SEPA Environmental Documentation

4.2.1 Compliance with Governor's Executive Order 21-02

The CONSULTANT shall prepare an EZ-1 Project Review Form and submit it to the Washington Department of Archaeology and Historic Preservation to comply with EO 21-02. The information in the determination letter from DAHP will be used in the SEPA checklist.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- One round of review will be required.
- The determination from DAHP will be, no adverse effect on cultural/historic resources.

Deliverables:

- Draft EZ-1 form.
- Final EZ-1 form.

4.2.2 Environmental Checklist

The CONSULANT shall prepare an environmental checklist to comply with SEPA.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CITY will be the SEPA Lead Agency.
- Up to two rounds of CITY review may be required.
- A Mitigated Determination of Non-Significance (MDNS) will be issued for the PROJECT by the CITY.

Deliverables:

- Draft SEPA Checklist.
- Final SEPA Checklist.

4.3 Environmental Permitting

4.3.1 WDFW Hydraulic Project Approval (HPA)

The project will involve stormwater discharge to the northern stream on site triggering the need for an HPA permit. The CONSULTANT shall apply for the permit through WDFW's simplified application procedure (not using the JARPA form).

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Online Aquatic Protection Permitting System (APPS) HPA permit application.

4.3.2 Permits

The CONSULTANT shall prepare and submit the following Redmond permit applications to go along with the SEPA documentation:

- General Application Form
- General SEPA Form

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- No project activities will occur within 200 feet of the shoreline of Lake Sammamish.

Deliverables:

- Redmond permit applications.

4.3.3 NPDES Permit and SWPPP

An NPDES Stormwater Construction General Permit will be required for disturbance of over one acre during construction. The CONSULTANT shall prepare the Notice of Intent (NOI) form, the public notice, and supporting documentation for submittal to Redmond, including plan sheets and associated notes and text. The CITY shall publish the public notice twice in a local newspaper, seven (7) days apart, consistent with the NPDES permit requirements. The CITY will transfer the Stormwater Construction General Permit to the Contractor when construction begins. The CONSULTANT will follow the City's stormwater requirements and prepare memorandums and stormwater calculations for permits, administrative modification, and/or project files. Stormwater calculations and memorandum work are included in Task 9.0.

The CONSULTANT shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Redmond's current Stormwater Management Manual. Temporary Erosion and Sediment Control Plans will be utilized for the drawing portion of the SWPPP.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CONTRACTOR will use the SWPPP as the basis for their SWPPP submittal.

Deliverables:

- Notice of Intent Application.
- NPDES Public Notice.
- TESC Plan.
- SWPPP.

Task 5.0 Alternatives Analysis (10% Design)

5.1 Project Site Visits (2 Total)

The CONSULTANT (DEA) shall conduct two (2) site visits during the Alternatives Analysis to become familiar with the site. CLIENT staff shall be present at the site visits, if requested.

5.2 Alternatives Analysis/Alternatives Analysis Summary Document (10% Design)

The CONSULTANT (DEA) shall develop alternatives analysis for the following items:

- Parking Lot: The CONSULTANT (DEA) shall develop up to three parking lot(s) layouts to accommodate 70 parking stalls and additional ADA parking stalls. Four (4) ADA parking stalls are anticipated to meet Redmond code. This 70-stall layout includes redevelopment of the existing lots and a potential additional parking lot to the south. Cut retaining walls may be required for the site grading to comply with ADA requirement. Safety railing will also be needed at top of retaining wall for fall protection. The existing prefabricated shed may need to be relocated to accommodate a potential new south parking lot.
- Stormwater detention: This may include infiltration, tank, pond, vault, pipe, or dispersion to name a few. A custom concrete treatment vault may be required due to site constraints.
- Stormwater water quality treatment: This may include infiltration, bioswales, or treatment vaults to name a few. A custom concrete treatment vault may be required due to site constraints.
- West Lake Sammamish Parkway Share Use Path: The CONSULTANT (DEA) shall develop up to two alternatives that minimizes impacts to drainage, utilities, and park boundary.

Preliminary grading plan will be developed for each parking lot and share use path alternative.

The CONSULTANT (DEA) shall prepare an alternatives analysis summary document. The Alternatives Analysis Summary document and shall include the following elements:

- Parking Lot Alternatives Discussion.
- Stormwater Detention Discussion
- Stormwater Water Quality Treatment Discussion.
- Shared Use Path Alternatives Discussion.
- Preliminary Cost Estimates.
- Pros and Cons Matrix.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Draft Alternatives Analysis Summary document.
- Final Alternatives Analysis Summary document.
- 11”x17” alternative exhibits.

Task 6.0 Preliminary Design (30% Plans and Estimate)

6.1 Preliminary Design (30% Completion)

For the preliminary design, the CONSULTANT (DEA) shall develop a 30% preliminary design and prepare the project drawings as shown in Appendix A.

An opinion of probable construction cost for the preliminary design shall be prepared by the CONSULTANT (DEA).

Using the design schedule, the CONSULTANT shall update the schedule with any time sensitive elements or restrictions and major work elements.

Meetings:

- The CONSULTANT shall attend one comment resolution meeting to discuss the CITY's comments on 30% comments.

Assumptions:

- None.

Deliverables:

- 30% Plans.
- 30% Opinion of Probable Construction Cost.

Task 7.0 Utility Coordination

7.1 Utility Coordination

The CITY will take the lead with contacting, coordinating, and arranging meetings with utility owners. The CONSULTANT (DEA) shall assist the CITY meeting utility owners at the project site, preparing exhibits for utility owner verification, and PDF files of 30%, 60%, and 90% PS&E submittals.

Meetings:

- The CONSULTANT (DEA) shall attend up to one (1) meeting with utility owners at the project site.

Assumptions:

- Anticipated utilities are existing overhead utility lines and Redmond's water, storm lines, and sanitary sewer lines.

Deliverables:

- Utility basemap exhibits for utility owners' verification.
- 30%, 60%, and 90% Plans for Utility Owners review.

7.2 Utility Conflict Resolution and Potholing

The CONSULTANT (DEA) will provide identification, documentation, and a proposed resolution of potential subsurface conflicts between existing utilities and proposed CITY facilities. The CONSULTANT will also provide identification, documentation, and a proposed resolution of potential surface and above-ground conflicts between existing utilities and proposed CITY facilities.

The proposed improvements may require and would benefit from having subsurface utility potholing performed. The CONSULTANT (DEA) shall coordinate the potholing, including the survey and the contracting of the potholing subcontractor. For estimating purposes, it is

assumed Five (5) locations will be potholed. If additional potholes are required, this will be done as an extra service.

The CONSULTANT (DEA) shall utilize a private locating service to locate and determine the depth of buried utilities. The CONSULTANT (DEA) shall identify the potential conflicts with existing utilities to remain and identify up to three (3) locations where more data would assist in the relocation design. The utility locate company will provide temporary traffic control plans and a plan of the potholing procedure to the CITY for approval prior to performing work.

The CONSULTANT (DEA) shall coordinate with the utility locating service and survey the pothole locations and elevations. The locating information shall be provided to the CITY in tabular format with references to the plan locations.

The CONSULTANT (DEA) shall prepare a utility summary memorandum. This memorandum will include list of utilities contacted, utility resolutions for each utility conflict, and unresolved utility conflicts that need to be addressed during construction.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- Traffic Control Plans for the field work to be coordinated with adjacent projects.

Deliverables:

- Traffic Control Plans for fieldwork.
- Utility conflict resolution and pothole matrix (30%, 60%, 90%).
- Updated utility base map.
- Utility Summary Memorandum (Draft and Final) (Electronic PDF format).

Task 8.0 Geotechnical

See attached geotechnical scope of services by HWA.

Task 9.0 Hydraulic Report

9.1 Preliminary and Final Hydraulic Report

As part of the 30% preliminary design, the CONSULTANT shall develop a conceptual drainage design for the PROJECT. The 30% preliminary design will further develop the selected water quality alternatives from Task 5.0.

The CONSULTANT (DEA) shall prepare stormwater calculations and a Draft and Final Hydraulic Report based upon the proposed facilities for the corridor that includes the following elements:

- Project overview
  - General description of project
  - Existing soils type(s)
- Existing conditions summary
  - Review existing site conditions
  - Identify site limitations
- Off-site analysis (upstream and downstream)
  - Study area definition
  - Review of available information
  - Field Inspection

- Minimum requirements
  - Address 9 minimum requirements outlined by Department of Ecology
- Permanent Stormwater Control Plan
  - Existing Site Hydrology
  - Developed Site Hydrology
  - Performance Standards and Goals
  - Flow Control System
  - Water Quality System
  - Conveyance System Analysis and Design, including downstream analysis ¼ mile past project limits
- Construction Stormwater Pollution Prevention Plan
  - Evaluation of 13 elements outlined by Washington State Department of Ecology (DOE)
- Special reports and studies
  - Reference other studies prepared for project (geotechnical report, critical area study, etc.)
- Other permits
  - List of other permits and approvals required
- Operations and maintenance manual

Exhibits will be used within the Hydraulic Report to convey the existing conditions and design approach proposed for the PROJECT. The following specific items, or combination of items, will be added as an exhibit or exhibits to the appropriate sections of the Hydraulic Report:

- Existing/proposed conditions
- Existing/proposed pavement limits
- Threshold discharge areas
- Off-site flow onto/through the project limits
- Stormwater release points
- Critical areas
- Existing drainage system with flow direction, 'used,' and 'abandoned' notations

Meetings:

- The CONSULTANT shall attend up to two (2) drainage focused meetings with Redmond's stormwater staff to discuss various stormwater topics.

Assumptions:

- For 30% Preliminary Design, drainage profiles will not be developed, but areas of new impervious areas will be estimated.
- Stormwater preliminary design data will be determined and provided to support the SEPA documentation.
- It is assumed the PROJECT will be defined as a "Large Project" as define in City of Redmond Stormwater Technical Notebook, Section 3.5
- Two (2) site visit will be required to locate proposed facilities.
- The Final Hydraulic Report assumes compliance with City of Redmond 2022 Stormwater Technical Notebook, Issue No. 9, amended on January 1, 2025.
- Low impact stormwater design concepts will be incorporated into the drainage design where practical.
- The drainage design will be incorporated into the Final Design element.

- The CITY will provide one set of consolidated comments for each draft submittal of the Hydraulic Report.

Deliverables:

- Stormwater Data for SEPA document.
- Draft Hydraulic Report. Submitted with 30% design.
- Draft Hydraulic Report. Submitted with 60% design.
- Final Hydraulic Report. Submitted with 100% design.

Task 10.0 Water Well Decommission

The purpose of this project is to decommission an existing hand-dug well located in the park in accordance with Washington Administrative Code (WAC) 173-160-381 and Department of Ecology (Ecology) requirements. The well is not intended for future beneficial use and poses potential environmental and liability risks if left in its current condition.

The CONSULTANT shall perform the following items.

- Notify Ecology's Northwest Regional Office of the City's intent to decommission the well.
- Confirm well registration, applicability of decommissioning standards, and required documentation.
- Obtain applicable Ecology forms and coordinate submittals.

Meetings:

- No meetings are anticipated for this work element.

Assumptions:

- No hazardous or contaminated materials are anticipated; discovery of such conditions will require a contract amendment.
- Ecology filing fees, if applicable, are excluded.
- Site restoration is limited to returning disturbed areas to pre-existing grade; landscaping is excluded.

Deliverables:

- Email Correspondence

Task 11.0 Final Design Plans, Specifications, and Estimates (PS&E)

11.1 60% Submittal

11.1.1 60% Plans

Symbols used by the CONSULTANT in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then WSDOT standard symbols shall be used.

The CONSULTANT's 60% submittal shall include drawings, quantities, specifications, and the Engineer's estimate. All 30% plan submittal comments received shall be incorporated into the submittal. The CITY shall review the submittal and return a consolidated set of comments to the CONSULTANT. The anticipated 60% plans are shown in Appendix A.

Meetings:

- The CONSULTANT shall attend a comment resolution meeting to discuss the CITY's 60% comments.

Assumptions:

- The CITY review period shall last three weeks.
- Project design work will be performed assuming basic design parameters that will be acceptable to the CITY. Examples include, but are not limited to, the use of standard proprietary retaining walls such as modular block walls, railings, standard and uniform landscape items and design, standard plan and profiles, and similar design criteria.
- The CITY will provide requirements or input on the aesthetic treatment of exposed wall surfaces.
- Irrigation will be contractor design item; DEA will show on the plans known irrigation and points of connection for irrigation water supply.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Plans.

11.1.2 60% Estimate

The CONSULTANT's opinion of probable construction cost shall be included with the submittal. The opinion of probable construction cost will include an itemized list in tabular form describing specification section, item, number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion provided by the CONSULTANT will be on the basis of experience and judgment. The cost opinion shall be prepared using standard unit costs and lump sum prices. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- There will be two bid schedules, one for shared use path improvements and one for pavement overlay.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Opinion of Probable Construction Cost

11.1.3 60% Specifications

The CONSULTANT shall develop the PROJECT specifications. Project specific special provisions will be identified at the 60% level but not completed at this stage.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CITY will supply the CONSULTANT (DEA) with the current version of the City of Redmond Special Provisions.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Specification.

11.2 90% Submittal

The CONSULTANT's 90% submittal shall be the complete PS&E and shall include all drawings, quantities, the specification package and special provisions, and the opinion of probable construction cost.

11.2.1 90% Plans

The 60% Design Plan submittal comments shall be incorporated into the 90% submittal. The CITY shall review the submittal and return one set of consolidated comments to the CONSULTANT. The review period shall last three weeks.

Meetings:

- The CONSULTANT shall attend a comment resolution meeting to discuss the CITY's 60% comments.

Assumptions:

- The CITY review period shall last three weeks.

Deliverables

- Comment response spreadsheet from 60% submittal.
- 90% Plans.

11.2.2 90% Estimate

The 60% opinion of probable construction cost submittal comments shall be incorporated into the 90% submittal. The CONSULTANT shall update the Engineer's Estimate based on design updates.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Opinion of Probable Construction Cost.

11.2.3 90% Specifications

The 60% specification submittal comments shall be incorporated into the 90% submittal. The CONSULTANT shall update the specifications and prepare all special provisions.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Specification.

11.2.4 90% Construction Schedule

The CONSULTANT shall prepare a construction schedule to determine construction duration.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- 90% Construction Schedule.

11.3 100% Submittal

The CONSULTANT 100% package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final opinion of probable construction cost. Plans and specifications shall include details on any property acquisitions and commitments. The 90% PS&E Plan submittal comments shall be incorporated into the submittal. The CONSULTANT shall make no further changes to the documents without the approval of the CITY.

The CONSULTANT shall update the design report based on comments received by the City and any new project information.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 90% submittal.
- 100% Complete Plan set.
- 100% Complete Contract Provisions Book.
- 100% Opinion of Probable Construction Cost.
- Final Construction Schedule.

11.4 Bid Ready Documents

The CONSULTANT's Bid Ready package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final Engineer's estimate. The 100% PS&E Plan submittal comments shall be incorporated into the submittal.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- Each sheet shall be stamped and signed by the CONSULTANT.
- The cover page shall be stamped and signed by the CONSULTANT.

Deliverables:

- Signed Plan Set.
- Signed Contract Provisions Book (PDF and Word Electronic files).
- Bid Ready Engineer's Estimate that matches the bid item lists in the contract plans (PDF and Excel Electronic files).

Task 12.0 Bid and Award Support

The CONSULTANT shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis. The CONSULTANT shall obtain written authorization from the CITY prior to providing any of the following services:

- The CONSULTANT shall attend and participate in a pre-Bid meeting to assist the CITY in responding to questions and inquires.
- The CONSULTANT shall attend and summarize a pre-construction meeting with the construction contractor to assist the CITY in responding to questions and inquiries.
- The CONSULTANT shall assist the CITY during the bid period to answer any questions that arise concerning the PS&E documents and will assist the CITY in preparing any addenda required to the extent of the budget provided in this contract.

The CONSULTANT shall prepare As-Bid plans and contract provisions that incorporates all addenda's plans and specifications revisions to the CITY.

Assumptions:

- No hard copy will be provided by the CONSULTANT.

Deliverables:

- Attend, participate in and summarize pre-Bid meeting.
- Attend, participate in and summarize pre-construction meeting.
- Prepare response to bidder questions and bid document addenda.
- Assist with bidder checks such as bid documents and reference checks.
- As-Bid Plans.
- As-Bid Contract Provisions.

Task 13.0 Optional Services

In addition, Optional Services may be required and are to be utilized only for unforeseen added work that is not included in this Scope of Services. The CONSULTANT shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid for with the Management Reserve (aka contingency) funds and / or supplemental agreement(s). The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount. Potential Optional Services tasks may include but not limited to:

- Maximum Extent Feasible (MEF) document preparation
- Additional investigations and design services
- Construction Support
- Record Drawings preparation

Appendix A

Anticipate Plans

Anticipated PS&E Plan Sheet Index					
Number of Plan Sheets	Description	Anticipated Plan Sheets at Each PS&E Delivery			
		30%	60%	90%	100%
1	Cover Sheet with Vicinity Map and Index	x	x	x	x
1	Legend and Abbreviations	x	x	x	x
1	Typical Sections	x	x	x	x
4	Survey Control/Alignment Plan	x	x	x	x
5	TESC Plans and Details			x	x
4	Site Preparation Plan	x	x	x	x
1	Well Decomission Plan and Details			x	x
2	Parking Lot Plan	x	x	x	x
2	Parking Lot Grading Plan	x	x	x	x
2	Parking Lot Details		x	x	x
2	Roadway/Shared Use Path Plan	x	x	x	x
1	Roadway/Shared Use Path Details			x	x
1	Driveway Plan and Profile		x	x	x
2	Curb Ramp Plan		x	x	x
2	Wall Plan and Profile	x	x	x	x
1	Wall Details			x	x
2	Parking Lot Drainage Plan	x	x	x	x
2	Parking Lot Drainage Profile		x	x	x
2	Parking Lot Details			x	x
2	Roadway Drainage Plan	x	x	x	x
2	Roadway Drainage Profile		x	x	x
1	Roadway Drainage Details			x	x
2	Parking Lot Channelization Plan	x	x	x	x
2	Roadway Channelization Plan	x	x	x	x
2	Tree Preservation/Mitigation Plan			x	x
2	Parking Lot Landscape Plan		x	x	x
2	Roadway Landscape Plan		x	x	x
2	Landscape Details		x	x	x
2	Parking Lot Irrigation Plan			x	x
2	Roadway Irrigation Plan			x	x
1	Irrigation Details			x	x
2	Parking Lot Staging Plans		x	x	x
2	Traffic Control Plans		x	x	x
64	Anticipated Total Sheets				
Contract Special Provisions			x	x	x
Engineer's Opinion of Construction Cost		x	x	x	x

Appendix B

HWA Geotechnical Scope of Services

HWA GeoSciences Inc.
DBE/MWBE

September 15, 2025
HWA Project No. 2025-184-21

David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, Washington 98007

Attention: Manuel Feliberti, P.E.

Regarding: **GEOTECHNICAL SERVICES**
IDYLWOOD PARK IMPROVEMENTS
REDMOND, WASHINGTON

Mr. Feliberti,

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide geotechnical engineering services to support the Idylwood Park Improvements project in Redmond, Washington. Based on our understanding of the project, we recommend the following additional geotechnical scope of work.

SCOPE OF WORK

Project Management

1. **Project Setup:** HWA will set the project up in our billing system and attend one conference call with the design team to go over project objectives and requirements.
2. **Project and Contract Management:** HWA will prepare monthly invoices, and progress reports, if required. We will correspond with the design team in the form of emails, telephone calls, and meetings, as necessary. We will provide project management for the geotechnical engineering task, and we will coordinate with and manage our subcontractors.

Geotechnical Field Work:

1. **Plan Field Exploration Program:** HWA will plan and coordinate a geotechnical exploration program for the project consisting of approximately 6 test pit excavations. Planning will include identification of the locations of the test pits and clearing subsurface utilities using a private utility locator as well as the Utility Notification Center. HWA will subcontract excavation of the test pits. We assume no traffic control plans or ROW permit will be required.
2. **Mark Test Pit Locations & Conduct Utility Locates:** HWA will visit the site with a private utility locator and mark the proposed test pit locations in the field with stakes and white paint and arrange for

21312 30th Dr. SE, STE. 110, Bothell, WA 98021 | 425.774.0106 | hwageo.com

utility locates using the Utility Notification Center. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City or the Utilities Underground Location Center.

3. **Conduct Explorations:** HWA will log the excavation of approximately 6 test pits (one day) to assess subsurface soils and groundwater conditions in the vicinity of proposed improvements. Soil samples will be taken for laboratory testing to assess engineering properties and the feasibility of stormwater infiltration.
4. **Generate Test Pit Logs and Assign Laboratory Testing:** HWA will prepare photographic test pit logs and perform laboratory testing to evaluate relevant physical properties of the site soils.

Geotechnical Engineering Analysis and Recommendations

1. **Evaluate Field and Laboratory Data:** HWA will evaluate the data obtained from the test pits and laboratory testing to develop design recommendations for new parking lot pavement, shallow utility installation, general earthwork, feasibility of stormwater infiltration and short retaining walls.
2. **Draft Geotechnical Letter Report**: HWA will prepare a draft letter report containing the results of the explorations and analyses performed, including descriptions of surface and subsurface conditions; a site plan showing test pit locations; summary test pit logs; and laboratory test results. This report will provide our design recommendations for the proposed improvements.
3. **Final Report:** HWA will finalize the previously submitted draft geotechnical report based on review comments from the design team and the City.

ASSUMPTIONS

- The test pits proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- The test pits will be backfilled with excavated soils, compacted in lifts with the excavator bucket, and the surface restored with sod removed prior to excavation. Some disturbance and surface settlement should be anticipated in these locations.
- Test pit locations will be located using handheld GPS and measurements from existing know features.

September 15, 2025
HWA Project No. 2025-184-21

We appreciate the opportunity to present this proposal for services on this project. If you have any questions regarding this proposal, or need additional information, please do not hesitate to contact us.

Sincerely,
HWA GeoSciences Inc.

Bryan Hawkins, P.E.
Senior Geotechnical Engineer

N/A

~~***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.

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
Transmission: Email, Sharepoint

B. Roadway Design Files

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3d
Transmission: Email, Sharepoint

C. Computer Aided Drafting Files

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3d
Transmission: Email, Sharepoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the rights to review all deliverables 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
PDF Files
Microsoft Project Schedule

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, Word, Excel, Project, CAD

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D

Consultant Fee Determination

Project Name: Idylwood Park Parking Lot Expansion and Frontage Improvements
Project Number: 2371
Consultant: David Evans and Associates, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 177.26%	Fee (Profit) 26.25%	Total Hourly Rate	Total
Project Manager V	216	$ 103.30	$183.11	$27.12	$314	$67,722
Project Manager IV	62	$ 88.00	$155.99	$23.10	$267	$16,560
Project Coordinator III	21	$ 41.30	$73.21	$10.84	$125	$2,632
Project Accountant V	13	$ 52.00	$92.18	$13.65	$158	$2,052
Project Manager IV	19	$ 75.22	$133.33	$19.75	$228	$4,338
Office Survey Technician V	76	$ 53.30	$94.48	$13.99	$162	$12,295
Party Chief IV	76	$ 49.68	$88.06	$13.04	$151	$11,460
Party Chief I	76	$ 37.50	$66.47	$9.84	$114	$8,650
Engineer III	292	$ 56.00	$99.27	$14.70	$170	$49,630
Designer IV	620	$ 68.00	$120.54	$17.85	$206	$127,960
Designer IV	32	$ 68.50	$121.42	$17.98	$208	$6,653
Engineering Designer I	182	$ 37.30	$66.12	$9.79	$113	$20,604
Engineer V	16	$ 77.00	$136.49	$20.21	$234	$3,739
Engineer V	186	$ 76.30	$135.25	$20.03	$232	$43,074
Engineering Designer I	131	$ 38.00	$67.36	$9.98	$115	$15,109
Engineer VII	234	$ 101.36	$179.67	$26.61	$308	$71,987
Engineer III	329	$ 55.28	$97.99	$14.51	$168	$55,200
Project Manager V	147	$ 72.00	$127.63	$18.90	$219	$32,123
Landscape Architect III	138	$ 46.00	$81.54	$12.08	$140	$19,267
Business Development IV	66	$ 82.00	$145.35	$21.53	$249	$16,426
GIS Analyst IV	22	$ 55.00	$97.49	$14.44	$167	$3,672
Scientist III	48	$ 44.00	$77.99	$11.55	$134	$6,410
Scientist II	16	$ 40.40	$71.61	$10.61	$123	$1,962
Project Manager III	2	$ 73.00	$129.40	$19.16	$222	$443
Total Hours	3,020				**Subtotal:**	$599,966

REIMBURSABLES

Mileage	$420
Potholes	$4,500
Utility Locates	$2,000
Subtotal:	$6,920

SUBCONSULTANT COSTS (See Exhibit E)

HWA GeoSciences	$31,258
Subtotal:	$31,258
Total:	$638,144
Contingency:	$63,816
GRAND TOTAL:	$701,960

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.
This sheet is to used as cost estimate sheet only, not as job classification rate sheet.

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.
Idylwood Park Parking Lot Expansion and Frontage Improvements

JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Administrative Assist IV (ADM4)	$47.25	$83.76	$12.40	$143.41
Business Development Leader I (BUD1)	$73.74	$130.71	$19.36	$223.81
Business Development Leader II (BUD2)	$119.32	$211.50	$31.32	$362.14
Business Development Leader III (BUD3)	$113.59	$201.35	$29.82	$344.75
Business Development Leader IV (BUD4)	$155.40	$275.46	$40.79	$471.65
BU/COE Sr. Manager I (BUS1)	$88.81	$157.43	$23.31	$269.55
BU/COE Sr. Manager II (BUS2)	$122.17	$216.55	$32.07	$370.79
BU/COE Sr. Manager III (BUS3)	$164.85	$292.21	$43.27	$500.34
CAD Technician I (CAD1)	$31.19	$55.29	$8.19	$94.67
CAD Technician II (CAD2)	$39.52	$70.05	$10.37	$119.95
CAD Technician III (CAD3)	$41.04	$72.75	$10.77	$124.56
CAD Technician IV (CAD4)	$58.16	$103.10	$15.27	$176.53
CAD Technician V (CAD5)	$59.24	$105.01	$15.55	$179.79
COE Delivery Leader I (CDL1)	$54.32	$96.28	$14.26	$164.85
COE Delivery Leader II (CDL2)	$61.63	$109.25	$16.18	$187.07
COE Delivery Leader III (CDL3)	$92.49	$163.94	$24.28	$280.70
Construction Inspector I (CIN1)	$38.50	$68.25	$10.11	$116.85
Construction Inspector II (CIN2)	$44.85	$79.50	$11.77	$136.13
Construction Inspector III (CIN3)	$53.29	$94.46	$13.99	$161.73
Construction Inspector IV (CIN4)	$64.98	$115.19	$17.06	$197.23
Construction Inspector V (CIN5)	$70.00	$124.08	$18.38	$212.46
Construction Services Manager I (CSM1)	$44.31	$78.54	$11.63	$134.48
Construction Services Manager II (CSM2)	$54.27	$96.20	$14.25	$164.71
Construction Services Manager III (CSM3)	$81.10	$143.76	$21.29	$246.15
Construction Services Manager IV (CSM4)	$86.43	$153.21	$22.69	$262.32
Deputy Construction Manager (DCON)	$46.45	$82.33	$12.19	$140.97
Designer I (DES1)	$37.05	$65.67	$9.73	$112.45
Designer II (DES2)	$48.30	$85.62	$12.68	$146.60
Designer III (DES3)	$61.95	$109.81	$16.26	$188.02
Designer IV (DES4)	$72.47	$128.46	$19.02	$219.96
Designer V (DES5)	$74.09	$131.34	$19.45	$224.88
Electrical Engineer II (ELE2)	$53.13	$94.18	$13.95	$161.25
Electrical Engineer III (ELE3)	$52.08	$92.32	$13.67	$158.07
Engineering Designer I (END1)	$45.13	$80.00	$11.85	$136.97
Engineering Designer II (END2)	$56.13	$99.50	$14.73	$170.36
Engineering Designer III (END3)	$62.15	$110.17	$16.31	$188.63

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.
Idylwood Park Parking Lot Expansion and Frontage Improvements

JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Engineer III (ENG3)	$64.94	$115.11	$17.05	$197.09
Engineer IV (ENG4)	$72.98	$129.36	$19.16	$221.50
Engineer V (ENG5)	$82.95	$147.04	$21.77	$251.76
Engineer VI (ENG6)	$96.60	$171.23	$25.36	$293.19
Engineer VII (ENG7)	$119.70	$212.18	$31.42	$363.30
Flight Operations Manager (FLOM)	$81.23	$143.99	$21.32	$246.54
Field Survey Technician I (FST1)	$28.35	$50.25	$7.44	$86.05
Field Survey Technician II (FST2)	$30.62	$54.28	$8.04	$92.95
Field Survey Technician III (FST3)	$34.67	$61.45	$9.10	$105.22
Field Survey Technician IV (FST4)	$37.14	$65.83	$9.75	$112.72
GIS Analyst II (GIA2)	$47.25	$83.76	$12.40	$143.41
GIS Analyst III (GIA3)	$51.99	$92.15	$13.65	$157.79
GIS Analyst IV (GIA4)	$55.65	$98.65	$14.61	$168.90
GIS Manager (GISM)	$61.95	$109.81	$16.26	$188.02
Graphic Designer II (GRD2)	$48.30	$85.62	$12.68	$146.60
Graphic Designer III (GRD3)	$51.65	$91.55	$13.56	$156.75
Geospatial Technician I (GST1)	$41.18	$73.00	$10.81	$124.99
Geospatial Technician II (GST2)	$45.00	$79.77	$11.81	$136.58
Geospatial Technician III (GST3)	$51.50	$91.29	$13.52	$156.31
Geospatial Technician IV (GST4)	$64.18	$113.77	$16.85	$194.79
Hydrographer I (HYD1)	$32.49	$57.58	$8.53	$98.60
Hydrographer II (HYD2)	$35.09	$62.19	$9.21	$106.49
Hydrographer III (HYD3)	$42.00	$74.45	$11.03	$127.47
Hydrographer IV (HYD4)	$61.86	$109.66	$16.24	$187.76
Hydrographer V (HYD5)	$73.50	$130.29	$19.29	$223.08
Hydrographer VI (HYD6)	$85.00	$150.67	$22.31	$257.98
Intern I (INT1)	$27.52	$48.77	$7.22	$83.51
Intern II (INT2)	$24.05	$42.63	$6.31	$72.99
Landscape Designer I (LAD1)	$30.87	$54.72	$8.10	$93.69
Landscape Designer IV (LAD4)	$50.04	$88.70	$13.14	$151.87
Landscape Architect II (LAR2)	$43.50	$77.11	$11.42	$132.02
Landscape Architect III (LAR3)	$51.54	$91.36	$13.53	$156.43
Landscape Architect IV (LAR4)	$63.53	$112.61	$16.68	$192.81
Landscape Architect V (LAR5)	$65.61	$116.30	$17.22	$199.13
Office Survey Technician I (OST1)	$35.18	$62.35	$9.23	$106.76
Office Survey Technician II (OST2)	$35.28	$62.54	$9.26	$107.08

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.
Idylwood Park Parking Lot Expansion and Frontage Improvements

JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Office Survey Technician III (OST3)	$42.71	$75.71	$11.21	$129.64
Office Survey Technician IV (OST4)	$48.15	$85.35	$12.64	$146.14
Office Survey Technician V (OST5)	$50.83	$90.10	$13.34	$154.27
Office Survey Technician VI (OST6)	$56.00	$99.27	$14.70	$169.97
Project Accountant II (PAC2)	$37.91	$67.19	$9.95	$115.05
Project Accountant III (PAC3)	$43.58	$77.25	$11.44	$132.27
Project Accountant IV (PAC4)	$49.35	$87.48	$12.95	$149.78
Project Accountant V (PAC5)	$53.32	$94.51	$14.00	$161.83
Party Chief I (PCH1)	$38.33	$67.93	$10.06	$116.32
Party Chief II (PCH2)	$44.18	$78.31	$11.60	$134.09
Party Chief III (PCH3)	$50.69	$89.85	$13.31	$153.84
Party Chief IV (PCH4)	$58.28	$103.30	$15.30	$176.87
Party Chief V (PCH5)	$65.00	$115.22	$17.06	$197.28
Project Controls Specialist I (PCS1)	$41.00	$72.68	$10.76	$124.44
Project Controls Specialist II (PCS2)	$48.00	$85.08	$12.60	$145.68
Project Controls Specialist III (PCS3)	$53.97	$95.67	$14.17	$163.80
Project Controls Specialist IV (PCS4)	$63.29	$112.18	$16.61	$192.08
Project Controls Specialist V (PCS5)	$72.44	$128.41	$19.02	$219.86
Project Coordinator I (PJC1)	$33.50	$59.38	$8.79	$101.68
Project Coordinator II (PJC2)	$36.87	$65.36	$9.68	$111.91
Project Coordinator III (PJC3)	$41.30	$73.21	$10.84	$125.35
Project Coordinator IV (PJC4)	$46.14	$81.80	$12.11	$140.05
Project Coordinator V (PJC5)	$51.54	$91.36	$13.53	$156.43
Project Coordinator VI (PJC6)	$61.50	$109.01	$16.14	$186.66
Project Manager I (PJM1)	$59.24	$105.01	$15.55	$179.80
Project Manager II (PJM2)	$71.48	$126.70	$18.76	$216.94
Project Manager III (PJM3)	$86.58	$153.47	$22.73	$262.78
Project Manager IV (PJM4)	$106.04	$187.97	$27.84	$321.85
Project Manager V (PJM5)	$124.95	$221.49	$32.80	$379.24
Project Manager VI (PJM6)	$138.60	$245.68	$36.38	$420.66
Planner I (PLN1)	$38.99	$69.12	$10.24	$118.34
Planner II (PLN2)	$48.74	$86.41	$12.80	$147.95
Planner III (PLN3)	$61.12	$108.34	$16.04	$185.51
Planner IV (PLN4)	$72.53	$128.56	$19.04	$220.13
Project Surveyor I (PSV1)	$56.84	$100.75	$14.92	$172.52
Project Surveyor II (PSV2)	$56.18	$99.58	$14.75	$170.50

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.
Idylwood Park Parking Lot Expansion and Frontage Improvements

JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Project Surveyor III (PSV3)	$65.10	$115.40	$17.09	$197.59
Project Surveyor IV (PSV4)	$75.60	$134.01	$19.85	$229.45
QA/QC Specialist II (QAC2)	$43.23	$76.63	$11.35	$131.21
QA/QC Specialist III (QAC3)	$54.60	$96.78	$14.33	$165.72
QA/QC Specialist IV (QAC4)	$96.60	$171.23	$25.36	$293.19
Remote Pilot I (RPL1)	$30.56	$54.16	$8.02	$92.74
Remote Pilot II (RPL2)	$44.18	$78.31	$11.60	$134.09
Remote Pilot III (RPL3)	$68.25	$120.98	$17.92	$207.15
Survey Analyst I (SAN1)	$40.72	$72.18	$10.69	$123.60
Survey Analyst II (SAN2)	$60.38	$107.02	$15.85	$183.24
Scientist I (SCI1)	$38.71	$68.62	$10.16	$117.50
Scientist II (SCI2)	$43.05	$76.31	$11.30	$130.66
Scientist III (SCI3)	$45.48	$80.62	$11.94	$138.05
Scientist IV (SCI4)	$76.65	$135.87	$20.12	$232.64
Support Svcs Specialist II (SSS2)	$23.27	$41.26	$6.11	$70.64
Support Svcs Specialist III (SSS3)	$32.51	$57.63	$8.53	$98.68
Support Svcs Specialist IV (SSS4)	$35.00	$62.04	$9.19	$106.23
Support Svcs Specialist V (SSS5)	$43.00	$76.22	$11.29	$130.51
Support Svcs Specialist VI (SSS6)	$50.00	$88.63	$13.13	$151.76
Support Svcs Specialist VII (SSS7)	$58.80	$104.23	$15.44	$178.46
Survey Manager I (SVM1)	$66.93	$118.65	$17.57	$203.15
Survey Manager II (SVM2)	$80.85	$143.31	$21.22	$245.39
Survey Manager III (SVM3)	$85.05	$150.76	$22.33	$258.14

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

April 17, 2025

David Evans and Associates, Inc
703 Douglas Fir Dr.
Magnolia, TX, 77354

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 177.26% of direct labor (rate includes 0.90% 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 (Apr 18, 2025 06:39 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibit E

EXHIBIT E

Subcontracted Work

Project Name: Idylwood Park Parking Lot Expansion and Frontage Improvements
Project Number: 2371
Consultant: David Evans and Associates, Inc.

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

Subconsultant	Work Description	Amount
HWA GeoSciences	Geotechnical	$31,258
	Total:	$31,258

Exhibit E

Consultant Fee Determination

Project Name: Idylwood Park Parking Lot Expansion and Frontage Improvements
Project Number: 2371
Subconsultant: **HWA GeoSciences**
Work Description: **Geotechnical**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 30%	Fee (Profit) 179.28%	Total Hourly Rate	Total
Geotechnical Engineer VIII	24	$ 96.00	$28.80	$172.11	$297	$7,126
Geotechnical Engineer III	52	$ 54.00	$16.20	$96.81	$167	$8,685
Geologist III	34	$ 41.00	$12.30	$73.50	$127	$4,311
Geologist II		$ 34.00	$10.20	$60.96	$105	
CAD	4	$ 36.00	$10.80	$64.54	$111	$445
Contracts	4	$ 53.00	$15.90	$95.02	$164	$656
Administrative Support		$ 38.00	$11.40	$68.13	$118	
Total Hours	118				**Subtotal:**	$21,223

REIMBURSABLES

Mileage	$100
Laboratory Testing	$4,110
GPS for Exploration Locations	$75
Utility Locates	$750
Excavation Subcontractor	$5,000
Subtotal:	$10,035

Total: $31,258

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

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
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

David Evans and Associates, Inc.

whose address is

14432 SE Eastgate Way, Suite 400, Bellevue, WA 98007

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 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.

David Evans and Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of the City of Redmond

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.

David Evans and Associates, Inc.

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.

David Evans and Associates, Inc.

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 Idylwood Park Parking Lot Expansion and Frontage Improvements* are accurate, complete, and current as of _____**.

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: David Evans and Associates, Inc.

_____ _____

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

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000*

May 16, 2024

Amy Tsai
City of Redmond
15670 NE 85th St
Redmond, WA 98052

Dear Amy:

Congratulations! Governor Inslee recently signed the 2024 Supplemental State Capital Budget, which includes an appropriation of $215,000 for the Idylwood Beach Park Accessibility Improvements Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of $50,000) to cover our administrative costs. Accordingly, your net grant award will be $208,550.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over $250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of March 29, 2024.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).
- Additional details are available online within our CCF Resource Toolkit.

Please fill out the linked Contract Readiness Survey and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Chelsea Bagwell, at 360-458-3890 or Chelsea.Bagwell@commere.wa.gov.

Sincerely,

Addeline Craig, Managing Director
Community Capital Facilities

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-177
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
Planning and Community Development	Micah Ross	Functional Area Lead
Public Works	Steve Gibbs	Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:
Approval of the Final Contract with Active Construction Incorporated, in the Amount of $3,383,138, and Acceptance of Construction for the 156th Cycle Track Project

OVERVIEW STATEMENT:
Public Works is requesting Council to approve the final contract and accept construction for the 156th Cycle Track project (No. 2001). This contract with Active Construction Incorporated had a base bid amount of $3,259,259, plus or minus change orders and bid items increases or decreases, resulting in a final contract amount of $3,382,138.54

☒ **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 built a modally separated pedestrian walkway and bicycle track along 156th Ave NE from NE 28th St to NE 31st St and NE 36th St to NE 40th St. The cycle track extends the portion built by Microsoft and improves safety for pedestrians and cyclists along this busy arterial. The project met the objectives.

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:
$3,382,138.54

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):
Transportation CIP, Grant

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action

5/18/2021	Business Meeting	Approve
6/20/2023	Business Meeting	Approve
7/5/2025	Business Meeting	Approve
11/3/2025	Committee of the Whole - Planning and Public Works	Approve

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: 156th Cycle Track Project Information Sheet
Attachment B: Additional Project Information

CIP Project Information Sheet

Project Name: Cycle Track - 156th Avenue (NE 28th Street to 31st Street and 36th Street to 40th Street)

Project Status: Existing
Functional Area(s): Transportation
Relevant Plan(s): Transportation Master Plan
Neighborhood: Overlake

Time Frame: 2021-2024
Budget Priority: Vibrant and Connected
Citywide Rank: 5
Functional Area Priority High

Location: 156th Avenue NE between NE 28th Street to NE 40th Street

Description:
Build a two-way cycle track and replace sidewalk on the east side of 156th Avenue, extending Microsoft's NE 31st Street to NE 36th Street cycle track.

Anticipated Outcomes: ***Primary:*** Upgrade/Enhancement ***Secondary:*** Safety
This project will construct approximately 0.5 miles of a multi modal pedestrian and bicycle pathway.

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

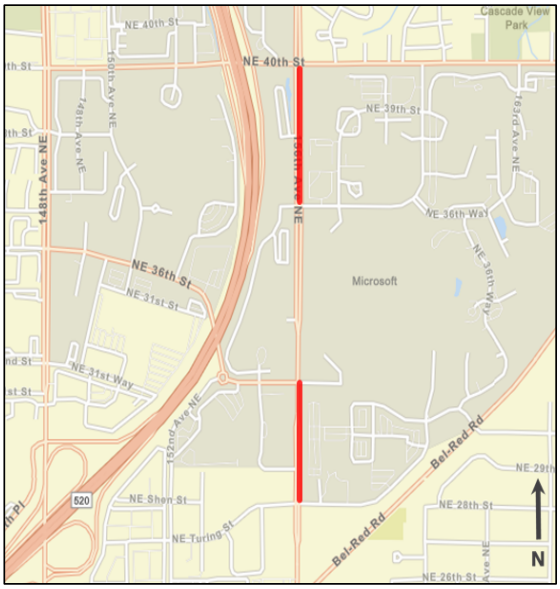
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	$5,229,108								$5,229,108
Approved Changes	$2,465,951								$2,465,951
Current Approved Budget	**$7,695,059**								**$7,695,059**
Proposed New Budget	**$6,041,420**	**$1,653,639**							**$7,695,059**
Proposed changes due to	__ Scope Change	__ Schedule Change	__ Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	$274,554								**$274,554**
Right of Way	$10,000								**$10,000**
Design (31-100%)	$736,060								**$736,060**
Construction	$5,020,806								**$5,020,806**
Contingency		$1,653,639							**$1,653,639**
Total	**$6,041,420**	**$1,653,639**							**$7,695,059**

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost				$9,000	$9,000	$9,000	$9,000	ongoing	**$36,000**

Explanation: Impacts include sweeping, curb repairs, painting, markings, signage. In-street operations may require additional flagging.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Transportation CIP	$1,724,298			$1,724,298
Business Tax	$991,171	$1,653,639		$2,644,810
Grant	$1,160,000			$1,160,000
Impact Fees	$2,165,951			$2,165,951
Total	**$6,041,420**	**$1,653,639**		**$7,695,059**



Attachment B – Additional Project Information

156th Cycle Track

Fiscal Information

Current Project Budget	
Transportation CIP	$2,540,485
Business Tax	$1,828,623
Sound Transit Grant	$1,160,000
Impact Fees	$2,165,951
Total Funding	**$7,695,059**

Estimated Project Costs	
Preliminary Design	$274,554
Design	$647,627
Right of Way	$10,000
Construction	$3,990,487
Contingency	$1,599,194
Total Estimated Project Cost	**$6,514,862**

Budget Difference	**$1,185,439**

Previous Project-Related Council Touches

Date	**Meeting**	**Action**
May 18, 2021	City Council	Approve Consultant Agreement
June 20, 2023	City Council	Award Bid and approve Grant
July 7, 2023	City Council	Approve Consultant Supplement

Photos

Cycle Track

Aerial view of 156th Cycle Track

Cycle Track ADA ramp connection to Microsoft garage

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-178
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	Steven Gibbs	Engineering Supervisor
Public Works	Steven Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:
Adoption of a Resolution to Reject All Bids for Lift Station Equipment Upgrades Phase 2, Project No. 2408

a. Resolution No. 1613: A Resolution of the City Council of the City of Redmond, Washington, Rejecting All Bids Received by the City on the Wastewater Lift Station Equipment Upgrades, Phase 2, Project No. 2408

OVERVIEW STATEMENT:
Public Works requests approval of the attached resolution rejecting all bids for the Lift Station Equipment Upgrades, Phase 2 project, Project No. 2408. A recent amendment to RCW 39.30.060 now requires subcontractor license numbers to be listed within bid proposals. To ensure full compliance with this updated requirement, the City will revise the bid documents and rebid the project in Q1 2026.

The Lift Station Equipment Upgrades Project will replace aging pumps and related electrical systems at wastewater lift stations 17, 51, 52, and 53, improving system reliability and reducing the risk of equipment failure.

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

REQUESTED ACTION:

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

Move to approve the attached resolution rejecting all bids for the Lift Station Equipment Upgrades, Phase 2 project, Project No. 2408.

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 Request:**
  N/A
- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the November 18, 2025, Council business meeting.

OUTCOMES:

Approving this action enables the City to update bid documents for compliance with the recently amended RCW 39.30.060 and rebid the project in Q1 2026. This approach maintains competitive pricing and supports completion of the Lift Station Equipment Upgrades, Phase 2 Project, reducing equipment failure risk and improving the safety and reliability of the wastewater lift station system.

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:
CIP

Budget Priority:
Vibrant and Connected

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

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
9/3/2024	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	N/A	N/A

Time Constraints:
Award of bid must occur within 60 days of the bid opening (which occurred on October 2, 2025) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:
Not approving reject all bids resolution will result in delaying 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: Draft Resolution- Reject all bids WWLS Equipment Upgrades Phase 2

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.

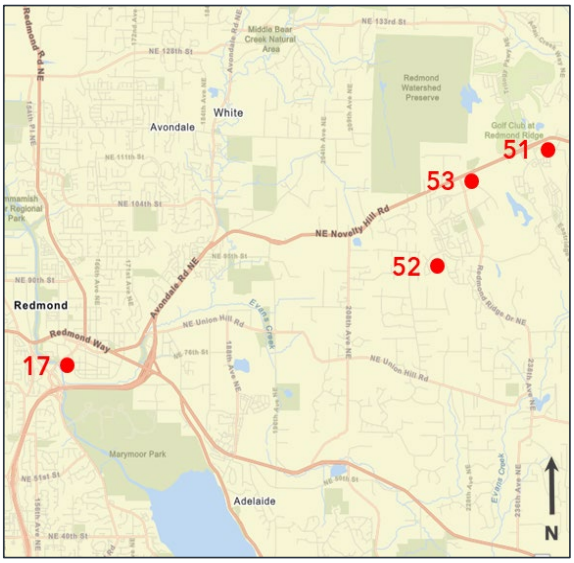
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget			$107,925	$222,265	$542,695	$135,674			$1,008,559
Approved Changes									
Current Approved Budget			$107,925	$222,265	$542,695	$135,674			$1,008,559
Proposed New Budget			$524,915	$1,109,257	$630,873	$658,492	$603,145		$3,526,682
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##

Lift Station Equipment Upgrades, Phase 2

ATTACHMENT B – Additional Project Information

Project Overview

This project replaces the remaining Paco pumping systems operating in four City-owned wastewater lift stations. WWLS 17 supports Redmond Town Center, while WWLS 51, 52, and 53 serve the Novelty Hill Urban Development area. Construction includes mechanical and electrical upgrades necessary to install City-pre-purchased replacement pumps and to replace the generator fuel tank at Lift Station 51.

Bid Results and Protest Summary

The project was advertised on September 10 and 17, 2025. Four bids were received and opened on October 2, 2025:

Bidder	Bidder Location	Bid Amount
Award Construction Inc.	**Ferndale, WA**	**$2,066,356.80**
Interwest Construction Inc.	Burlington, WA	$2,460,816.00
Road Construction NW Inc.	Renton, WA	$2,529,264.00
McClure and Sons, Inc.	Mill Creek, WA	$3,009,279.78
Engineer's Estimate		**$2,969,594.40**

Bid review confirmed accurate totals and acceptable references.

Following the bid opening, the second-lowest bidder submitted a protest citing a recent amendment to RCW 39.30.060, requiring subcontractor license numbers to be included as proof of licensing within bid proposals. The City's bid forms had not yet been updated to reflect this requirement. Although the lowest and second-lowest bidders listed the same electrical subcontractor, only the second-lowest bidder provided the license number, making the lowest bid nonresponsive. Awarding to the second-lowest bidder would increase costs by approximately $394,459. Staff recommends rejecting all bids and rebidding the project in Q1 2026 using fully compliant bid documents. This recommendation is made in consultation with the City Attorney's Office to ensure alignment with state procurement requirements and to minimize risk to the City.

Project Cost and Funding Considerations

The current construction estimate indicates additional funding will be needed prior to award. Contingency was reduced below standard levels due to limited remaining risk after Redmond pre-purchased the pumps. Staff will return to Council with a funding adjustment request concurrent with contract award when the project is rebid.

Rejecting all bids allows the City to:

- Update bid forms for compliance with amended RCW 39.30.060
- Preserve competitive pricing and avoid a $394K cost increase
- Reduce award challenge and claim risk
- Maintain public accountability in procurement

Rebidding in Q1 2026 maintains progress with minimal delay.

Community and Stakeholder Outreach

Work is contained to existing lift station properties with limited to no service disruption; outreach is not anticipated.

Funding

Funding is provided through the Wastewater CIP and remains within the adopted biennium plan.

Previous Project-Related Council Touches

Council previously approved consultant services to advance design and coordinate pump procurement for this project.

Date	Meeting	Action
9/17/2024	Business Meeting	Approve Consultant

ATTACHMENT C

CITY OF REDMOND
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, REJECTING ALL BIDS RECEIVED BY THE CITY ON THE WASTEWATER LIFT STATION EQUIPMENT UPGRADES, PHASE 2, PROJECT NO. 2408

WHEREAS, the City opened bids on the project commonly known as the Wastewater Lift Stations Equipment Upgrade, Phase II, Project No. 2408, on October 2, 2025; and

WHEREAS, all bids received by the City are within the engineer's construction estimate for the project but included an out of date bid form included in the contract; and

WHEREAS, in light of these facts, the Public Works Department has recommended that the City Council reject all bids on the project, and that any rebidding of the project include the most updated form(s) under State law; and

WHEREAS, the City Council concurs with this recommendation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO RESOLVE AS FOLLOWS.

Section 1. Rejection of Bids. All bids received by the City on the Wastewater Lift Stations Equipment Upgrade, Phase II, Project No. 2408, are hereby rejected. All bid deposits

received by the City shall be returned to the bidders with notification of the rejection.

ADOPTED by the Redmond City Council this ____ day of _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-179
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	Jeff Thompson	Senior Utility Engineer
Public Works	Chris Stenger	Deputy Public Works Director

TITLE:
Adoption of a Resolution to Establish Additional Sewer Connection Charges for Redmond Town Center Area Sewer Improvements

a. Resolution No. 1614: A Resolution of the City Council of the City of Redmond, Washington, Establishing the Amount of Sewer Additional Connection Charges for the Redmond Town Center Sewer System Improvement Area (Leary Way Basin)

OVERVIEW STATEMENT:
Public Works is requesting Council approval of a Resolution to establish Additional Sewer Connection Charges (ACCs) for properties within the Redmond Town Center area. These charges will enable the City to recover costs associated with sewer infrastructure improvements required to support anticipated growth outlined in the Redmond 2050 Comprehensive Plan.

To accommodate this growth, the City will undertake critical sewer system upgrades, including the upsizing of Lift Station #17 and associated sewer mains. While these improvements were identified as “Developer-Funded” in the 2024 General Sewer Plan, the City is proactively funding the work to help remove redevelopment barriers in the area. ACCs will ensure equitable cost recovery from parcels that directly benefit from these upgrades.

The total estimated project cost is $20.8 million. Charges will be assessed at the parcel level based on parcel size and the proportional benefit received. The proposed Resolution also includes provisions for cost reconciliation: property owners will receive refunds if actual project costs are lower than estimated; however, no additional charges will be imposed if actual costs exceed projections.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  2050 Comprehensive Plan & General Sewer Plan

  o UT-1: Ensure that adequate public utilities and facilities are planned for, located, extended, and sized consistent with planned growth and service standards described in the Redmond Comprehensive Plan.

  o UT-7: Require development to pay for or construct the growth-related portion of infrastructure needs to the extent consistent with state and federal law.

  o UT-10: Determine utility infrastructure necessary for a given development at the subdivision or entitlement phase of permit review.

  o UT-28: Design wastewater systems to provide efficient and reliable service while balancing short- and long-term costs.

  · Justification:

  o Infrastructure is required to meet growth and zoning changes under the Redmond 2050 Plan

  o Developers should pay their fair share of the infrastructure they benefit from

  o ACCs are authorized under RMC 13.11.035 and structured by parcel-specific benefit

  o The City avoids legal and logistical issues tied to Reimbursement Agreements

  o City-constructed improvements accelerate redevelopment readiness and streamline permitting

- **Required:**
  Council approval is required for adoption of a Resolution.
- **Council Request:**
  N/A
- **Other Key Facts:**
  o Costs per parcel range from $930.55 to $4.04 million, based on size and benefit

  o ACCs are paid at the time of General Sewer Connection Charge collection

  o 50% payment option available for partial development

  o ACCs are not triggered by tenant improvements or meter changes unless redevelopment thresholds are met

OUTCOMES:

- Ensures growth-related infrastructure is funded by development
- Avoids delays or unequal cost burdens for early developers

- Supports sewer capacity upgrades to meet zoning demands and service population through 2050
- Provides cost transparency and equitable cost sharing among parcels
- Enables timely redevelopment of the Redmond Town Center area

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  April 16, 2025
- **Outreach Methods and Results:**
  Office Hours
- **Feedback Summary:**
  Comments were received and incorporated from the Redmond Town Center Development group

BUDGET IMPACT:

Total Cost:
$20.8M (City-funded, to be recouped via ACCs)

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

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable / Reliable Infrastructure

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
o Potential refunds if project costs are lower than projected

o No additional costs to developers beyond adopted charges

Funding source(s):
Wastewater CIP

Budget/Funding Constraints:
Refunds allowed if final costs are lower, and ACCs are capped at adopted values, even if final costs exceed estimates

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action

11/3/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

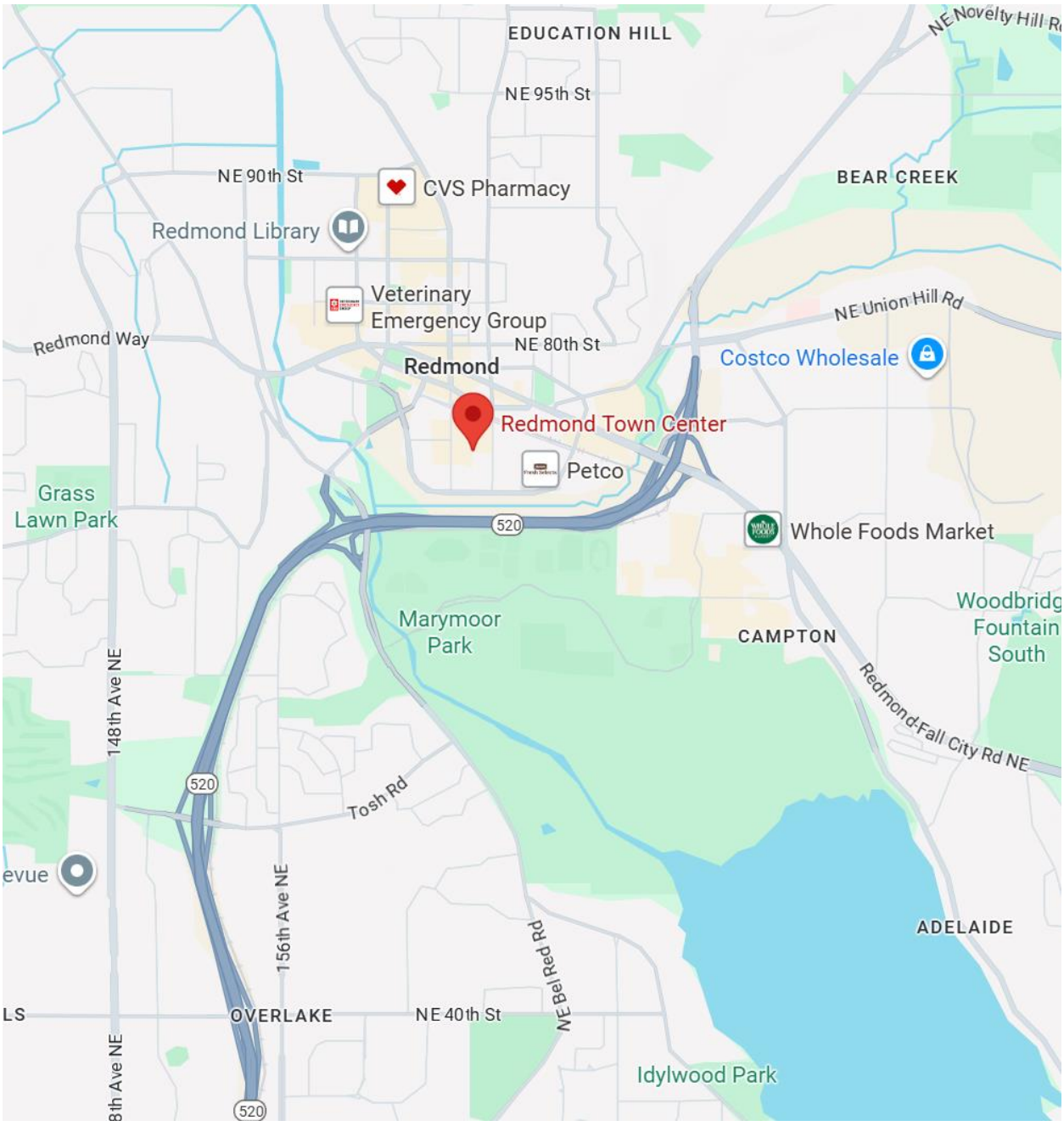
Time Constraints:
This Resolution must be approved before any development in the Redmond Town Center area vests. Without timely adoption, initial developers or the City may bear more than their fair share of the infrastructure cost.

ANTICIPATED RESULT IF NOT APPROVED:

- Risk of inequitable cost distribution
- Delays to redevelopment
- Potential need for case-by-case negotiations with developers
- Loss of cost recovery mechanism for City-funded infrastructure

ATTACHMENTS:
Attachment A: Vicinity Map
Attachment B: BHC Technical Memorandum (Dec. 20, 2024)
Attachment C: Resolution

Attachment A: Vicinity Map



TECHNICAL MEMORANDUM

Date:	**December 20, 2024**
To:	**Jeff Thompson, PE; Matt Stefanson, PE, City of Redmond**
From:	**BHC Consultants, LLC**
CC:	**Design Team**
Subject:	**Town Center Sanitary Sewer Evaluation**
Project No:	**24-10730.16**

12/20/2024

1. Introduction

Development of the Redmond Town Center (Town Center) in 1997 resulted in construction of a gravity sanitary sewer collection system and associated wastewater lift station (WWLS) 17 to serve the area designated as the Leary Way Basin. The City of Redmond (City) is working to rezone the Leary Way Basin to allow higher density mixed-use developments in the Town Center zone. This technical memorandum provides a summary of the evaluated impacts of the updated zoning requirements on the wastewater flows and identifies recommended improvements in the City's collection and conveyance system to address those impacts. In addition to the planning level review of necessary improvements, this technical memorandum includes planning level costs, developed at the capital improvement project (CIP) planning level to support the City's CIP planning and to identify additional connection charges (ACC) for future developments.

2. General Wastewater Plan Update for the 2050 Comprehensive Plan

The City is currently undergoing a Comprehensive Plan Update (Vision 2050) to consolidate and change zoning classifications throughout the city. In response to the Vision 2050 Plan Update, the City evaluated impacts of potential zoning changes on their wastewater system and current General Wastewater Plan (Plan). The updated wastewater system analysis assumes Town Center can and will accommodate higher densities than currently exist, and that Town Center will mostly develop to six-story high mixed-use developments.

These zoning changes have presented the opportunity for developers to consider changes to properties in the Town Center area with some parcels actively engaged in the planning process for redevelopment. This interest in redevelopment resulted in a need for the City to review the wastewater collection system improvements necessary within the Leary Way Basin to meet the future development demands.

3. Gravity Collection System Improvements

3.1 Existing System Limits

Redmond Town Center is located within the Leary Way Basin. Wastewater generally flows south through gravity submains in 164th Ave SE, 166th Ave SE, and 168th Ave NE. Wastewater then enters a larger gravity main in Bear Creek Parkway and flows westerly to WWLS 17. WWLS 17 pumps wastewater back up to the Bear Creek Parkway gravity main, where it flows north to Leary Way then southwesterly to the King County Interceptor pipe. The County connection is located on the east side of the Sammamish River just north of Leary Way.

3.2 Required Gravity Collection System Improvements

Impacts to the wastewater system as a result in higher development interest and zoning changes were analyzed as part of the General Wastewater Plan Update for the 2050 Comprehensive Plan (April 2024). Results of the analysis indicated wastewater system improvements are needed in Town Center to accommodate future buildout wastewater demand in the area. More specifically, gravity wastewater improvements are necessary along Leary Way, Bear Creek Parkway, 164th Ave SE, 166th Ave SE and 168th Ave SE. Upgrades and capacity improvements are also necessary at Wastewater Lift Station (WWLS) 17. 164th Ave SE, 166th Ave SE and 168th Ave SE gravity system improvements will be paid for and constructed directly by developers; remaining improvements along Leary Way, Bear Creek Parkway and at WWLS 17 will be paid for and constructed upfront by the City and recovered later through an Additional Connection Charge.

3.3 Development of Gravity Conveyance Improvement Costs for Planning Level Estimates

Estimates of probable construction costs were developed for each gravity conveyance system improvement using the City's cost estimating template. Construction cost estimates for replacing/upsizing the pipes in Bear Creek Parkway and Leary Way were generated using the City's standard project cost estimate template for CIPs. Cost estimates assume existing pipes and manholes will be removed and replaced; 20-feet wide roadway restoration on average; and limited demolition costs. Pipe lengths were obtained from the Record Length field of the City's GIS layer for wastewater pipes. Allied costs were applied to estimate pre-design, construction, and right-of-way costs. Risk assessments were complete to determine the contingency for each project, which are identified in the summary cost sheets included as Attachment 1.

The contingency amount for the Design and Construction phases is based on the total estimated construction costs multiplied by the risk assessment, while the contingency amount for Right of Way is based on the total estimated rights of way costs multiplied by the risk assessment. A high risk for design and construction is assumed due proximity to the Sammamish River and potential for high groundwater during trenching for and installation of the replacement piping. A low risk for right of way is assumed since work will be done within existing right of way. A high-risk level corresponds to 40 percent contingency, while

a low-risk level corresponds to 25 percent contingency. Construction of the Leary Way Basin gravity sewer improvements is anticipated to begin within an approximate 5-year window, and as such, costs have been escalated to 2030 dollars using the City's cost template.

4. WWLS 17 Improvements

The higher density and associated increase in wastewater flows within the Leary Way Basin will result in a need to upgrade the existing WWLS 17. Upgrades to the existing lift station include both improvements that are required to modernize WWLS 17 and to serve future growth in the Redmond Town Center. Portions of the modernization of WWLS 17 will be required regardless of increased wastewater flows. These improvements are based on the *City of Redmond Wastewater Lift Station Standards* (December 2023), which summarizes the requirements for constructing new and retrofitting existing lift stations in the City of Redmond. For the purpose of this analysis and establishing cost responsibilities, only those improvements directly driven by the increased flow rate will be attributed to future developments.

4.1 WWLS 17 Design Flow

With the anticipated development in Redmond Town Center, a capacity of 1,500 gpm has been identified as the basis for design for WWLS 17. This increased flow rate would still be served through a duplex pump configuration within the existing wet well/dry well. Determination of the WWLS design flow rate was based on analysis of three alternative methods. These methods included basing the flow rate solely on the model outputs for the 2024 basin analysis, using revised peaking factors for the model output, or basing the calculation on the Washington State Department of Ecology (Ecology) Criteria for Sewage Work Design (Orange Book) method.

Utilizing only model outputs generally provides for a lower flow rate to WWLS 17 than the two other methods reviewed. Conversely, the Orange Book method results in higher design flows, due to the requirement for use of a peaking factor of 3.0 (per Figure C1-1 of the Orange Book).

The revised peaking factor method was selected as appropriate for determining the WWLS 17 capacity after review of the evaluation and corresponding design flows with the City of Redmond. Calculation of the design flow of 1,500 gpm was developed using the methodology and basis information described below.

- The build-out sewer demand for the Leary Way basin has been identified as 19,000 gallons per day per acre (gpad). A total of 61 acres would contribute to this dry weather flow rate.
- Infiltration and inflow (I/I) for wet weather flows is 3,500 gpad. 72 acres contribute to this I/I flow rate.
- Model hydrograph results indicate a peak inflow of 985 gallons per minute (gpm) to WWLS 17. However, it was noted that two load points were incorrectly assigned downstream of WWLS 17. These parcels were identified to contribute flow to WWLS 17 and for the purpose of this flow

determination added to the 985-gpm modeled flow. Loading these points upstream of WWLS 17 raises the peak flow to 1,172 gpm.

- Basin modeling analysis indicates a diurnal peaking factor slightly greater than 1.4. A peaking factor of 1.6 was selected to provide a conservative estimate of peak flows and provide a factor of safety to the peak hour flows.
- Dry weather flow was calculated as 805 gpm (19,000 gpad applied over 61 acres), which results in 1,288 gpm with a peaking factor of 1.6. The wet weather I/I flow calculated at the 3,500 gpad rate over 72 acres (175 gpm) was added to the peak dry weather flow resulting in a rate of 1,463 gpm, which was rounded to 1,500 gpm for establishing the WWLS 17 design flow.

4.2 Interim Capital Improvement Project

The City is currently undertaking a capital improvement project to replace the pumps, pump pedestals, and adjacent valves in WWLS 17. This limited upgrade was identified to address the existing aging pumps and replace them with models that eliminate the current seal water system. The existing 1,000 gpm capacity pumps will be replaced with 1,500 gpm pumps, meeting the future capacity demands identified above. The work associated with the pump replacement will be borne by the City using their maintenance fund. Similarly, the upgrades to suction and discharge piping and valves will be included as part of the City's maintenance of the station. Replacement pumps are compatible with variable frequency drive (VFD) starters to meet the requirements outlined in the lift station standards and to be compliant with the anticipated future modernization project.

4.3 Improvements to WWLS 17

To support the preparation of planning level costs for modernization of WWLS 17 and to meet the future development needs, an evaluation of station upgrades was completed. This focused on the requirements identified in the Redmond Wastewater Lift Station Standards for dry pit configurations. A description of the upgrades needs are described herein. In addition, the responsibility for costs is also identified.

The existing 8-inch discharge force main needs will require replacement to meet the design flow rate of 1,500 gpm due to the velocity in this pipe exceeding the eight feet per sec (fps) requirement. The City's standard is to size force mains to maintain pipe velocity between four and eight fps. To accomplish this, a 12-inch force main is recommended to replace the existing 8-inch force main. Approximately 30 lineal feet of force main in the lift station dry well and 120 lineal feet of buried force main will require replacement. Replacing the discharge force main is solely a requirement of the increased design capacity as a result of redevelopment of the Town Center. This is the only component of the WWLS 17 modernization that is a direct impact of the development activity, and the sole item included in the additional connection charge calculations further discussed in Section 5 of this technical memorandum.

Wet well modernization is required to meet City standards, operational needs, and WISHA/OSHA requirements. Improvements include retrofitting the fall protection systems and replacing the ladder and platform to meet current regulatory requirements and meet operational needs. The level transducer and floats in the wet well will be replaced due to obsolescence. A drop bowl will be added to the influent pipe to reduce the turbulence of influent flow to the wet well and reduce corrosion potential within the structure. All improvements to the wet well are maintenance/age related and are not a result of redevelopment in the Town Center.

Dry well improvements are also required to meet City standards, operational needs, and WISHA/OSHA requirements. Improvements include replacement of the ladder entry system , spot repairs to the interior coating, and general refurbishment of fall protection systems are necessary to extend the usable life of the dry well structure. A dehumidifier will be added to the facility and the sump pump replaced along with the unit heaters in the lower pump room. Due to their age, the crane and hoist must be replaced to maintain the ability to remove the pumps and associated equipment. All improvements to the dry well are maintenance/age related and are not a result of redevelopment in the Town Center.

Adding a flow meter to WWLS 17 is necessary to meet the City Standards for lift stations. Due to a limited footprint within the lift station's dry well, it is recommended to place the flow meter within a vault along the replacement force main alignment adjacent to the station. Estimates for this improvement include costs for a 12-inch flow meter, vault, associated appurtenances, and a remote panel located within the pump room to display flow data.

The existing odor control in WWLS 17 requires replacement due to obsolescence. While the odor control system in WWLS 17 has sufficient capacity to support the increased wastewater flow rate, its replacement is recommended as the unit approaches the end of its life-cycle. Improvements include removal and replacement of existing odor control unit, supply fans, and exhaust fans.

Several electrical improvements are required to modernize WWLS 17. Fluorescent lighting will be replaced with LED lighting. The motor starters will be upgraded to VFDs to meet City standards. The existing generator can still meet the requirements of the larger replacement pumps if soft starts or VFDs replace the existing direct-on-line starters, it is recommended to replace the generator, fuel tank, and fuel monitoring systems due to age and the likelihood of additional energy demands in the future.

The existing control panels in WWLS 17 require replacement to fit the VFDs and standard electrical and control configurations for a City lift station. Replacing the control panel necessitates an increase in the building footprint to provide the required electrical clearance for the panels.

To provide sufficient space for the upgraded electrical and control equipment and meet regulatory requirements, a new building with larger footprint will be required. The building replacement will incorporate an expanded footprint utilizing a concrete masonry unit extending over the dry well portion of the below grade structure. The approximate 1,000 square foot building will be comprised of multiple rooms (generator and controls) and include a standing seam roof, exterior and interior coatings, gutter and downspouts, generator exhaust penetrations, lighting, and HVAC. Other building improvements include replacing the davit retrieval system with a sleeve to eliminate trip hazard while not in use. The increase in building size, necessitating replacement, is independent of the increased flows from the Town Center development.

4.4 Development of WWLS Upgrades Costs for Planning Level Estimates

A planning level estimate of probable construction has been developed for the WWLS 17 modernization/upgrades. The costs for each component of the upgrades were prepared by identifying major elements of the work required. The lump sum value developed for the individual components were then input into the City's cost estimating template for CIP projects. Risk was assessed to apply the appropriate contingency to the planning level costs. Due to the complexity of retrofitting an existing station and the need to replace a portion of force main within a potentially high ground water table area, a high risk was identified for the cost proposal. Construction of the WWLS 17 upgrades is anticipated to begin within an approximate 5-year window, and as such, costs have been escalated to 2030 dollars using the City's cost template. All work will be within existing City ROW, easements, or parcels, which reduces that risk component.

Table 1 summarizes the planning level project costs associated with each improvement category described above and identifies whether the improvement is maintenance or development driven.

Table 1
Required Improvements in WWLS 17

Improvement	Driver for Improvements	Estimates of Probable Cost
Replace the discharge force main	Developer	$691,449
Wet well modernization	Maintenance	$88,647
Dry well improvements	Maintenance	$177,295
Provision of a flow meter	Maintenance	$159,565
Odor control system replacement	Maintenance	$265,942
Electrical improvements	Maintenance	$2,482,126
Building Improvements	Maintenance	$4,113,237
Startup and Testing	Maintenance	$265,942
TOTAL WWLS 17 IMPROVEMENTS COST		**$8,244,203**

Only that portion of the WWLS 17 improvements associated with Developer Driven costs are considered as part of the Additional Connection Charges identified and presented in Section 5. Pump replacement will be completed under a separate maintenance project prior to the station modernization, as described in Section 4.2.

5. Additional Connection Charges

The wastewater system improvements will be designed and constructed as part of City-funded CIP, or CIPs. The City will fund the improvements upfront, covering all initial costs. To recoup the costs, the City will collect an Additional Connection Charge (ACC) from property owners when properties undergo redevelopment. This section outlines the assumptions and provides supporting data used to calculate the ACC. Figure 1 shows a map detailing the location of the wastewater improvements and the boundaries of the ACC area.

5.1 ACC Areas and Project Components

The ACC serves as a financial tool to equitably distribute the costs of infrastructure improvements across the redeveloped properties benefiting from the upgraded wastewater system. Property owners will only pay for downstream improvements relative to their property. For purposes of this analysis, the ACC area and project components are divided into smaller areas. There are five “ACC Areas” which represent different tributary discharge areas to the Town Center wastewater system. Wastewater improvement projects are divided into six project components, which are: Lift Station Component, Gravity Component 1, Gravity Component, Gravity Component 3, Gravity Component 4 and Gravity Component 5. Figure 2 shows a map of the ACC Areas and Project Components.

Each ACC Area is responsible for cost-sharing of the downstream project components. For some parcels, wastewater enters the public collection system in two locations and ultimately affects two different project components. For purposes of this analysis, wastewater from these parcels (PINs 7202410010, 7202410080, 7202410070, 4202410150, 7202410160, 7202410100, and 7202410030) is assumed to discharge evenly between the project component boundaries, and the ACC areas are therefore split evenly (i.e. 50/50). Table 2, below, presents project component responsibility by ACC Area.

Table 2
Project Component Responsibility by ACC Area

ACC Area (#)	ACC Area (square footage)	Project Component Responsibility
1	399,844	Gravity Component 1
2	897,503	Gravity Component 1 Lift Station Component Gravity Component 2
3	713,066	Gravity Component 1 Lift Station Component Gravity Component 2 Gravity Component 3
4	407,677	Gravity Component 1 Lift Station Component Gravity Component 2 Gravity Component 3 Gravity Component 4
5	545,321	Gravity Component 1 Lift Station Component Gravity Component 2 Gravity Component 3 Gravity Component 4 Gravity Component 5

5.2 Project Components and Costs

The six project components are displayed in Figure 2. Separating project components allows for application of the ACC only to the properties directly benefiting from each project component. Individual planning level opinions of probable project cost (OPPC) are provided for each project component and are included in Attachment 1. As only a portion of the cost associated with the WWLS 17 upgrades are attributable to the ACC, two cost breakouts are provided; one of the overall WWLS improvements cost and one representing only the force main replacement costs that are a result of development potential. Table 3 below shows the OPCC by project component and estimated cost, in parcel square footage, for each responsible ACC area.

Table 3
ACC Area by Cost

Project Component	OPPC ($)	ACC Area Responsibility	Total responsible ACC Area (SF)	Cost per sf ($/SF)
Gravity Component 1	$8,447,128	All (1, 2, 3, 4, 5)	2,963,411	$2.85
Lift Station Component	$691,449	2, 3, 4, 5	2,563,567	$0.27
Gravity Component 2	$4,655,655	2, 3, 4, 5	2,563,567	$1.82
Gravity Component 3	$2,377,107	3,4,5	1,666,064	$1.43
Gravity Component 4	$2,272,992	4,5	952,998	$2.39
Gravity Component 5	$2,378,780	5	545,321	$4.36

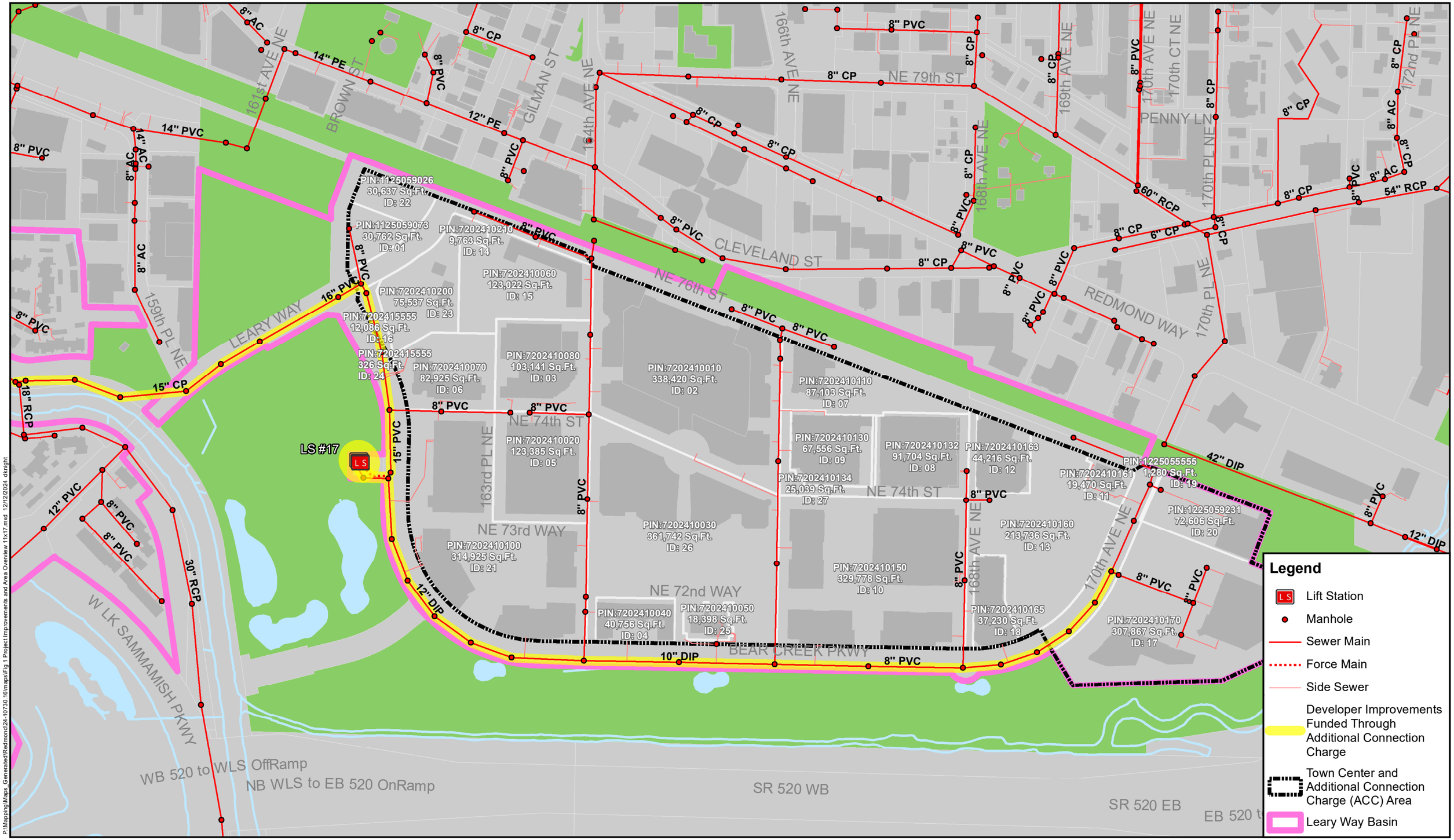
The cost per parcel square foot can also be summated and organized by ACC Area. For example, ACC Area 2 is responsible for project improvement costs for Gravity Component 1, Gravity Component 2 and the Lift Station Component. Adding up the cost per parcel square footage for project components downstream of ACC Area 2 gives the total cost per parcel square foot. Table 4 provides the summarized costs, in cost per parcel square foot, by ACC Area. To provide a cost for each parcel within the Town Center development area a matrix, delineated by tax parcel number, has been prepared that distributes the per square foot cost for each component. This provides both the distribution of costs and the total for each parcel. This matrix is included as Attachment 2 to this technical memorandum.

Table 4
ACC by Area and $/SF

ACC Area	Additional Connection Charge ($/SF)
1	$2.85
2	$4.94
3	$6.36
4	$8.75
5	$13.11

Figures

P:\Mapping\Maps_Generated\Redmond\24-10730.16\maps\Fig 1 Project Improvements and Area Overview 11x17.mxd 12/12/2024 dknight



Legend

- Lift Station
- Manhole
- Sewer Main
- Force Main
- Side Sewer
- Developer Improvements Funded Through Additional Connection Charge
- Town Center and Additional Connection Charge (ACC) Area
- Leary Way Basin

bhc CONSULTANTS

GIS Data: City of Redmond

Data sources supplied may not reflect current or actual conditions. This map is a geographic representation based on information available. It does not represent survey data. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.
BHC Consultants LLC., assumes no responsibility for the validity of any information presented herein, nor any responsibility for the use or misuse of the data.

N

*Side streets - 164th Ave NE, 166th Ave NE and 168th Ave NE - sewer mains also require upgrades to support buildout wastewater demand. Developers will be required to construct additional side street sewer improvements based individual development impacts and as negotiated with the City during the development application process.

0 150 300 600 Feet

Redmond WASHINGTON

Project Improvements and Area Overview

Town Center Sanitary Sewer Evaluation
City of Redmond
December 2024

Figure 1 579

COPYRIGHT © 2024 BHC CONSULTANTS LLC., ALL RIGHTS RESERVED

P:\Mapping\Maps Generated\Redmond\24-10730.16\maps\Fig 2 ACC Area 11x17.mxd 11/22/2024 dknight

GIS Data: City of Redmond

Data sources supplied may not reflect current or actual conditions. This map is a geographic representation based on information available. It does not represent survey data. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.
BHC Consultants LLC., assumes no responsibility for the validity of any information presented herein, nor any responsibility for the use or misuse of the data.

*Side streets - 164th Ave NE, 166th Ave NE and 168th Ave NE - sewer mains also require upgrades to support buildout wastewater demand. Developers will be required to construct additional side street sewer improvements based individual development impacts and as negotiated with the City during the development application process.

N

0 150 300 600 Feet

ACC Area and Project Component Breakdown

Town Center Sanitary Sewer Evaluation
City of Redmond
November 2024

Figure 2-580

COPYRIGHT © 2024 BHC CONSULTANTS LLC., ALL RIGHTS RESERVED

ATTACHMENT 1

Individual Component CIP Worksheets

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

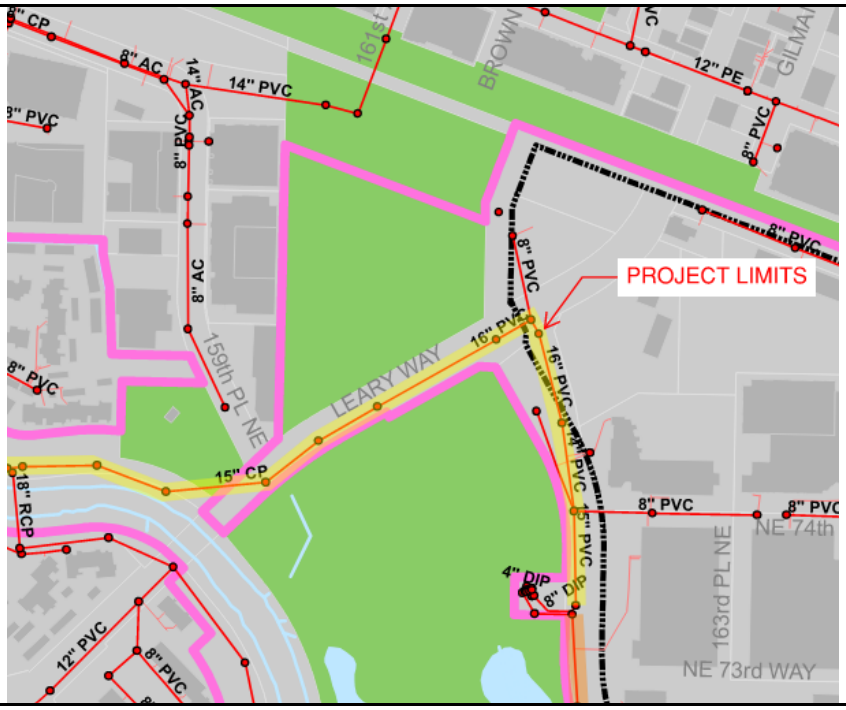
Project Overview

Project Name:	TO 16 - Gravity Component 1		
Project ID:		**Concept No.:**	
Created By:	KG	**Date:**	11/18/2024
Reviewed By:	JRZ	**Date:**	11/21/2024
Neighborhood:	Downtown	**Primary Street:**	Leary Way
Existing Zoning:		**Secondary Street:**	Bear Creek Parkway
Functional Plan:			
Parcel Based:		**CFC Area:**	

Project Description and Scope: This project upsizes/replaces 1,943 LF of 14", 15" and 16" PVC pipe with 16" pipes for future flows in Redmond Town Center. Pipe lineal footage is determined from Record Length field of the City's wwPipe layer.

Estimate of Probable Costs: **$8,447,128**

Project Map



City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

Project Cost Summary

Project Name: TO 16 - Gravity Component 1

Project ID: 0 **Created By:** KG

Concept No.: 0 **Date:** 11/18/2024

Contingency amount for the Design & Construction phases is based on the total estimated construction costs x the risk assessment %. Contingency amount for the Right of Way phase is is based on the total estimated Right of Ways costs x the risk assessment %.

	Cost	Risk Assessment	Contingency		Total
			%	Amount	
Pre-Design	$186,933	*Total based on Const. Total w/contingency*		$219,060	**$629,828**
Design	$747,733	*Total based on Const. Total w/contingency*		$876,239	**$2,519,314**
Construction	$2,396,582	High	40%	$958,633	**$5,205,039**
Right of Way	$47,932	Low	25%	$11,983	**$92,947**
Cost Estimate with Escalation			**Subtotal**		**$8,447,128**

Project Escalation **$3,002,034**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

Annual Maintenance and Operations Cost 2021 **$0**

Maintenance Escalation **$0**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

TOTAL ESTIMATE OF MAINTENANCE COST WITH ESCALATION **$0**

See Detail Sheets for Assumptions

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

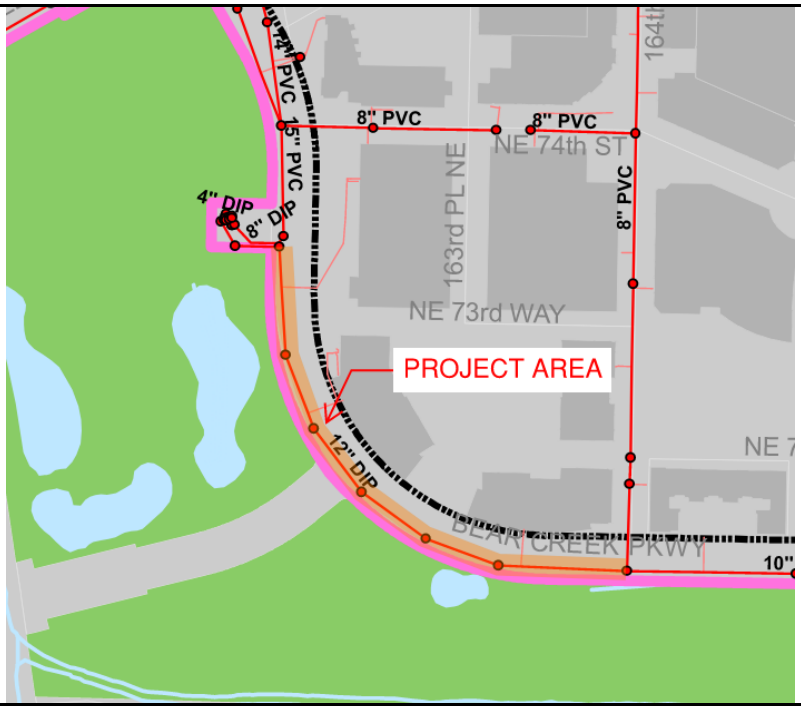
Project Overview

Project Name:	TO 16 - Gravity Component 2		
Project ID:		**Concept No.:**	
Created By:	KG	**Date:**	11/18/2024
Reviewed By:	JRZ	**Date:**	11/21/2024
Neighborhood:	Downtown	**Primary Street:**	Bear Creek Parkway
Existing Zoning:		**Secondary Street:**	
Functional Plan:			
Parcel Based:		**CFC Area:**	

Project Description and Scope: This project upsizes 1061 LF of 12" DI pipe to 15" pipe for future flows in Redmond Town Center. Pipe lineal footage is determined from Record Length field of the City's wwPipe layer.

Estimate of Probable Costs: **$4,655,655**

Project Map



City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

Project Cost Summary

Project Name: TO 16 - Gravity Component 2

Project ID: 0 **Created By:** KG

Concept No.: 0 **Date:** 11/18/2024

Contingency amount for the Design & Construction phases is based on the total estimated construction costs x the risk assessment %. Contingency amount for the Right of Way phase is is based on the total estimated Right of Ways costs x the risk assessment %.

	Cost	Risk Assessment	Contingency %	Contingency Amount	Total
Pre-Design	$103,029	*Total based on Const. Total w/contingency*		$120,735	**$347,131**
Design	$412,115	*Total based on Const. Total w/contingency*		$482,941	**$1,388,526**
Construction	$1,320,882	High	40%	$528,353	**$2,868,770**
Right of Way	$26,418	Low	25%	$6,604	**$51,228**
Cost Estimate with Escalation			**Subtotal**		**$4,655,655**

Project Escalation **$1,654,578**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

Annual Maintenance and Operations Cost 2021 **$0**

Maintenance Escalation **$0**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

TOTAL ESTIMATE OF MAINTENANCE COST WITH ESCALATION **$0**

See Detail Sheets for Assumptions

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

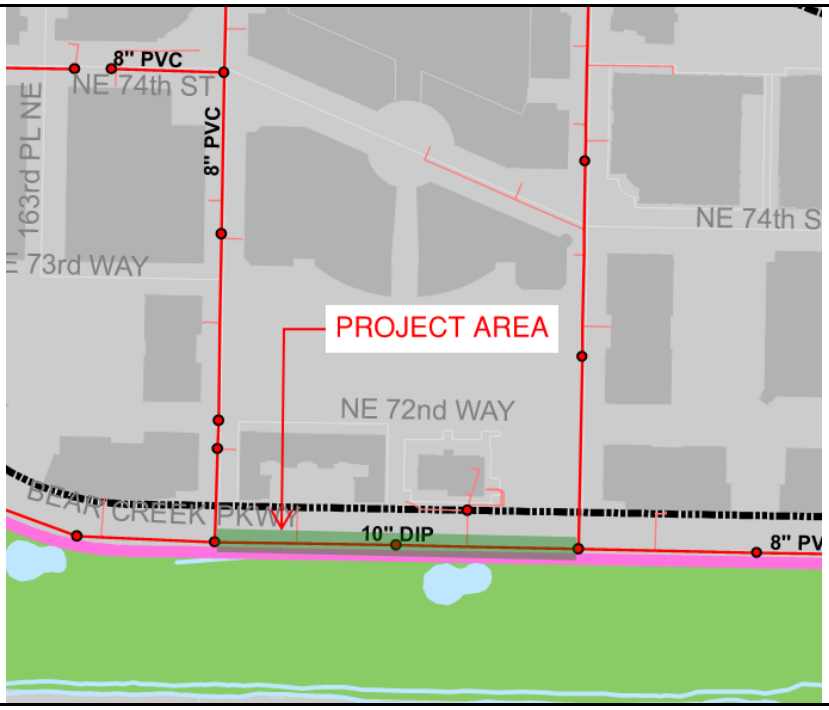
Project Overview

Project Name:	TO 16 - Gravity Component 3		
Project ID:		**Concept No.:**	
Created By:	KG	**Date:**	11/18/2024
Reviewed By:	JRZ	**Date:**	11/21/2024
Neighborhood:	Downtown	**Primary Street:**	Bear Creek Parkway
Existing Zoning:		**Secondary Street:**	
Functional Plan:			
Parcel Based:		**CFC Area:**	

Project Description and Scope: This project upsizes 652 LF of 10" DI pipe to 12" pipe for future flows in Redmond Town Center. Pipe lineal footage is determined from Record Length field of the City's wwPipe layer.

Estimate of Probable Costs: **$2,377,107**

Project Map



Unit Costs: August 2017
ROW and Stormwater CFC: October 2021

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

Project Cost Summary

Project Name: TO 16 - Gravity Component 3

Project ID: 0 **Created By:** KG

Concept No.: 0 **Date:** 11/18/2024

Contingency amount for the Design & Construction phases is based on the total estimated construction costs x the risk assessment %. Contingency amount for the Right of Way phase is is based on the total estimated Right of Ways costs x the risk assessment %.

	Cost	Risk Assessment	Contingency %	Contingency Amount	Total
Pre-Design	$52,605	*Total based on Const. Total w/contingency*		$61,646	**$177,240**
Design	$210,420	*Total based on Const. Total w/contingency*		$246,582	**$708,960**
Construction	$674,422	High	40%	$269,769	**$1,464,750**
Right of Way	$13,488	Low	25%	$3,372	**$26,156**
Cost Estimate with Escalation			**Subtotal**		**$2,377,107**

Project Escalation **$844,803**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

Annual Maintenance and Operations Cost 2021 **$0**

Maintenance Escalation **$0**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

TOTAL ESTIMATE OF MAINTENANCE COST WITH ESCALATION **$0**

See Detail Sheets for Assumptions

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

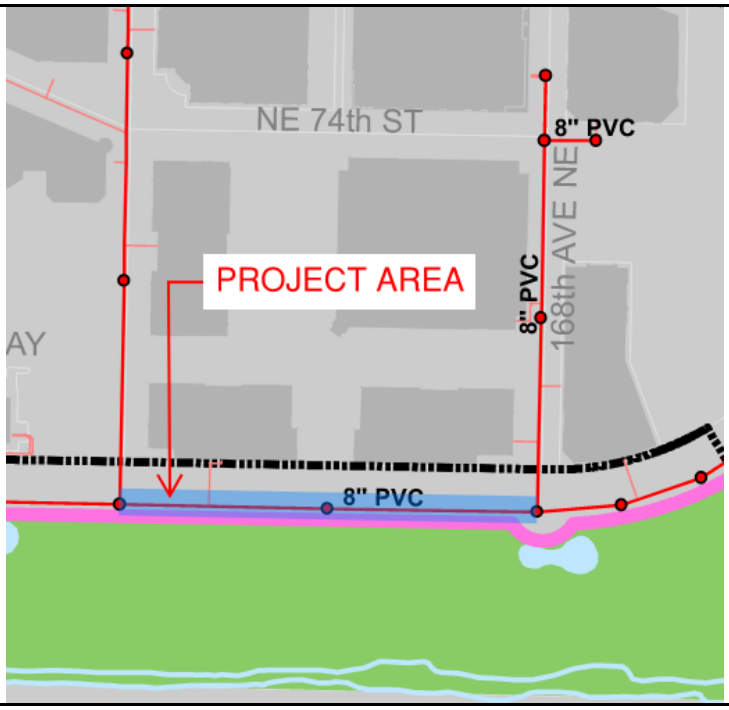
Project Overview

Project Name:	TO 16 - Gravity Component 4		
Project ID:		**Concept No.:**	
Created By:	KG	**Date:**	11/18/2024
Reviewed By:	JRZ	**Date:**	11/21/2024
Neighborhood:	Downtown	**Primary Street:**	Bear Creek Parkway
Existing Zoning:		**Secondary Street:**	
Functional Plan:			
Parcel Based:		**CFC Area:**	

Project Description and Scope: This project upsizes 642 LF of 8" PVC to with 10" pipes for future flows in Redmond Town Center. Pipe lineal footage is determined from Record Length field of the City's wwPipe layer.

Estimate of Probable Costs: **$2,272,992**

Project Map



City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

Project Cost Summary

Project Name: TO 16 - Gravity Component 4

Project ID: 0 **Created By:** KG

Concept No.: 0 **Date:** 11/18/2024

Contingency amount for the Design & Construction phases is based on the total estimated construction costs x the risk assessment %. Contingency amount for the Right of Way phase is is based on the total estimated Right of Ways costs x the risk assessment %.

	Cost	Risk Assessment	Contingency %	Contingency Amount	Total
Pre-Design	$50,301	*Total based on Const. Total w/contingency*		$58,946	**$169,477**
Design	$201,204	*Total based on Const. Total w/contingency*		$235,782	**$677,908**
Construction	$644,883	High	40%	$257,953	**$1,400,596**
Right of Way	$12,898	Low	25%	$3,224	**$25,011**
Cost Estimate with Escalation			**Subtotal**		**$2,272,992**

Project Escalation **$807,801**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

Annual Maintenance and Operations Cost 2021 **$0**

Maintenance Escalation **$0**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

TOTAL ESTIMATE OF MAINTENANCE COST WITH ESCALATION **$0**

See Detail Sheets for Assumptions

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

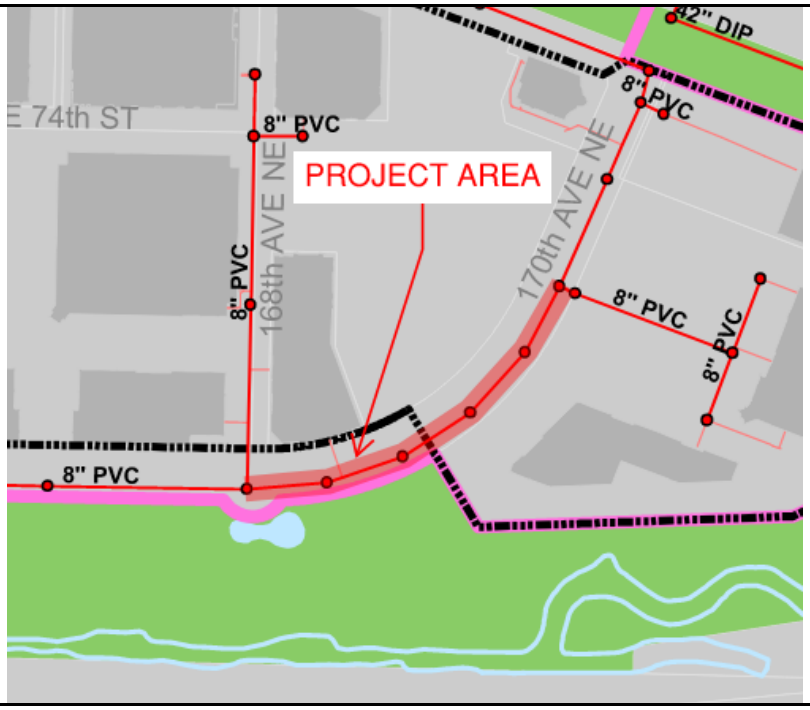
Project Overview

Project Name:	TO 16 - Gravity Component 5		
Project ID:		**Concept No.:**	
Created By:	KG	**Date:**	11/18/2024
Reviewed By:	JRZ	**Date:**	11/21/2024
Neighborhood:	Downtown	**Primary Street:**	Bear Creek Parkway
Existing Zoning:		**Secondary Street:**	170th Ave NE
Functional Plan:			
Parcel Based:		**CFC Area:**	

Project Description and Scope: This project upsizes 644 LF of 8" PVC to with 10" pipes for future flows in Redmond Town Center. Pipe lineal footage is determined from Record Length field of the City's wwPipe layer.

Estimate of Probable Costs: **$2,378,780**

Project Map



Unit Costs: August 2017
ROW and Stormwater CFC: October 2021

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

Project Cost Summary

Project Name: TO 16 - Gravity Component 5

Project ID: 0 **Created By:** KG

Concept No.: 0 **Date:** 11/18/2024

Contingency amount for the Design & Construction phases is based on the total estimated construction costs x the risk assessment %. Contingency amount for the Right of Way phase is is based on the total estimated Right of Ways costs x the risk assessment %.

	Cost	Risk Assessment	Contingency %	Contingency Amount	Total
Pre-Design	$52,642	*Total based on Const. Total w/contingency*		$61,689	**$177,365**
Design	$210,568	*Total based on Const. Total w/contingency*		$246,756	**$709,459**
Construction	$674,897	High	40%	$269,959	**$1,465,781**
Right of Way	$13,498	Low	25%	$3,374	**$26,175**
Cost Estimate with Escalation			**Subtotal**		**$2,378,780**

Project Escalation **$845,397**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

Annual Maintenance and Operations Cost 2021 **$0**

Maintenance Escalation **$0**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

TOTAL ESTIMATE OF MAINTENANCE COST WITH ESCALATION **$0**

See Detail Sheets for Assumptions

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

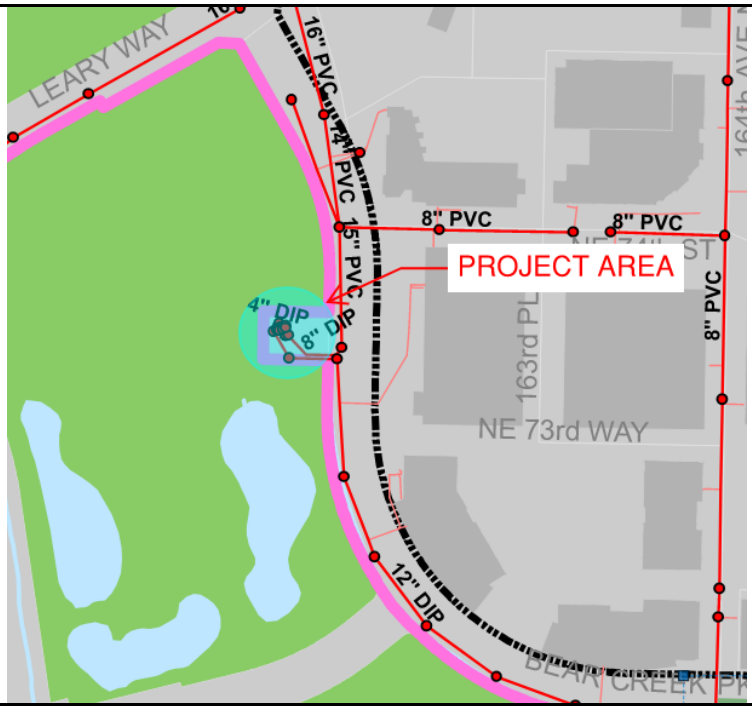
Project Overview

Project Name:	TO 16 - WWLS 17		
Project ID:		**Concept No.:**	
Created By:	KG	**Date:**	11/18/2024
Reviewed By:		**Date:**	
Neighborhood:	Downtown	**Primary Street:**	
Existing Zoning:		**Secondary Street:**	
Functional Plan:			
Parcel Based:		**CFC Area:**	

Project Description and Scope: Replacement of WWLS 17 discharge force main for developer driven flow increase. Costs only reflect force main replacement. Upgrades to WWLS 17 are provided separate as a maintenance/CIP element.

Estimate of Probable Costs: **$691,449**

Project Map



Unit Costs: August 2017
ROW and Stormwater CFC: October 2021

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

Project Cost Summary

Project Name: TO 16 - WWLS 17

Project ID: 0 **Created By:** KG

Concept No.: 0 **Date:** 11/18/2024

Contingency amount for the Design & Construction phases is based on the total estimated construction costs x the risk assessment %. Contingency amount for the Right of Way phase is is based on the total estimated Right of Ways costs x the risk assessment %.

	Cost	Risk Assessment	Contingency		Total
			%	Amount	
Pre-Design	$42,998	*Total based on Const. Total w/contingency*		$0	**$57,621**
Design	$171,990	*Total based on Const. Total w/contingency*		$0	**$230,483**
Construction	$214,988	High	40%	$85,995	**$403,345**
Right of Way	$0	Low	25%	$0	**$0**
Cost Estimate with Escalation			**Subtotal**		**$691,449**

Project Escalation **$175,479**

Year of cost index:	2024
Midpoint of Construction:	2030
Escalation Rate:	5.00%

Annual Maintenance and Operations Cost 2021 **$0**

Maintenance Escalation **$0**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

TOTAL ESTIMATE OF MAINTENANCE COST WITH ESCALATION **$0**

See Detail Sheets for Assumptions

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

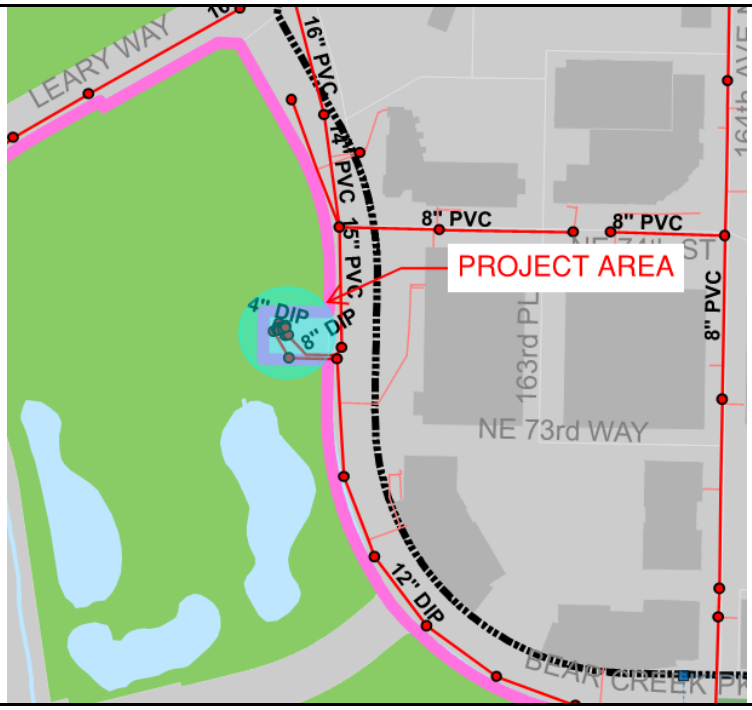
Project Overview

Project Name:	TO 16 - WWLS 17		
Project ID:		**Concept No.:**	
Created By:	KG	**Date:**	11/18/2024
Reviewed By:		**Date:**	
Neighborhood:	Downtown	**Primary Street:**	
Existing Zoning:		**Secondary Street:**	
Functional Plan:			
Parcel Based:		**CFC Area:**	

Project Description and Scope: This project includes maintenance driven and developer driven improvements to WWLS 17.

Estimate of Probable Costs: **$8,244,201**

Project Map



Unit Costs: August 2017
ROW and Stormwater CFC: October 2021

City of Redmond

Planning Level Opinion of Probable Costs

Drainage and Environment Cost Estimate

Project Cost Summary

Project Name: TO 16 - WWLS 17

Project ID: 0 **Created By:** KG

Concept No.: 0 **Date:** 11/18/2024

Contingency amount for the Design & Construction phases is based on the total estimated construction costs x the risk assessment %. Contingency amount for the Right of Way phase is is based on the total estimated Right of Ways costs x the risk assessment %.

	Cost	Risk Assessment	Contingency		Total
			%	Amount	
Pre-Design	$512,663	*Total based on Const. Total w/contingency*		$0	**$687,017**
Design	$2,050,650	*Total based on Const. Total w/contingency*		$0	**$2,748,067**
Construction	$2,563,313	High	40%	$1,025,325	**$4,809,117**
Right of Way	$0	Low	25%	$0	**$0**
Cost Estimate with Escalation			**Subtotal**		**$8,244,201**

Project Escalation **$2,092,251**

Year of cost index:	2024
Midpoint of Construction:	2030
Escalation Rate:	5.00%

Annual Maintenance and Operations Cost 2021 **$28,000**

Maintenance Escalation **$15,438**

Year of cost index:	2021
Midpoint of Construction:	2030
Escalation Rate:	5.00%

TOTAL ESTIMATE OF MAINTENANCE COST WITH ESCALATION **$43,438**

See Detail Sheets for Assumptions

ATTACHMENT 2

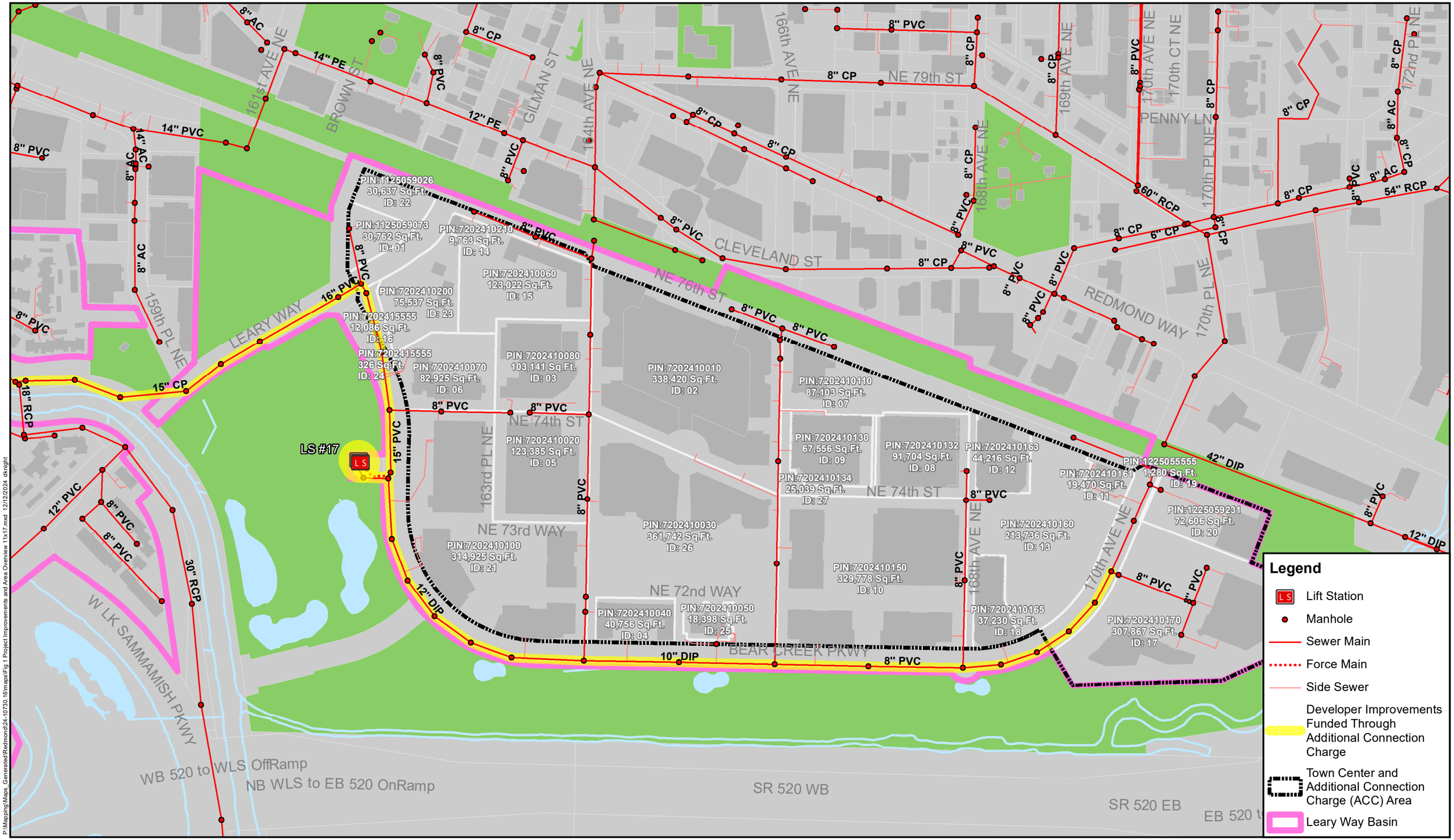
Additional Connection Charge by Parcel

Attachment 2 - Cost Per Parcel

ID	ACC Area	PIN	Parcel Area (sq ft)	$/SF (See Table 3)	ACC by Parcel ($)	ACC Combined for Split Parcels
01	1	1125059073	30,762	$2.85	$87,684.95	$87,684.95
02	2	7202410010	169,210	$4.94	$835,267.62	$1,911,960.57
	3	7202410010	169,210	$6.36	$1,076,692.95	
03	1	7202410080	51,570	$2.85	$146,999.78	$401,565.18
	2	7202410080	51,570	$4.94	$254,565.40	
04	2	7202410040	40,756	$4.94	$201,184.70	$201,184.70
05	2	7202410020	123,385	$4.94	$609,064.21	$609,064.21
06	1	7202410070	41,463	$2.85	$118,188.33	$322,859.78
	2	7202410070	41,463	$4.94	$204,671.45	
07	3	7202410110	87,103	$6.36	$554,243.39	$554,243.39
08	4	7202410132	91,704	$8.75	$802,245.32	$802,245.32
09	3	7202410130	67,556	$6.36	$429,864.11	$429,864.11
10	3	7202410150	164,889	$6.36	$1,049,199.10	$2,491,674.46
	4	7202410150	164,889	$8.75	$1,442,475.36	
11	5	7202410161	19,470	$13.11	$255,255.45	$255,255.45
12	4	7202410163	44,216	$8.75	$386,807.84	$386,807.84
13	4	7202410160	106,868	$8.75	$934,897.07	$2,335,969.45
	5	7202410160	106,868	$13.11	$1,401,072.38	
14	2	7202410210	9,763	$4.94	$48,191.64	$48,191.64
15	2	7202410060	123,022	$4.94	$607,272.13	$607,272.13
16	1	7202415555	12,086	$2.85	$34,450.71	$34,450.71
17	5	7202410170	307,867	$13.11	$4,036,234.88	$4,036,234.88
18	5	7202410165	37,230	$13.11	$488,098.06	$488,098.06
19	5	1225055555	1,280	$13.11	$16,780.80	$16,780.80
20	5	1225059231	72,606	$13.11	$951,891.74	$951,891.74
21	1	7202410100	157,462	$2.85	$448,842.86	$1,226,121.99
	2	7202410100	157,462	$4.94	$777,279.12	
22	1	1125059026	30,637	$2.85	$87,331.32	$87,331.32
23	1	7202410200	75,537	$2.85	$215,316.78	$215,316.78
24	1	7202415555	326	$2.85	$930.55	$930.55
25	3	7202410050	18,398	$6.36	$117,064.81	$117,064.81
26	2	7202410030	180,871	$4.94	$892,829.91	$2,043,722.93
	3	7202410030	180,871	$6.36	$1,150,893.02	
27	3	7202410134	25,039	$6.36	$159,325.31	$159,325.31

***Highlighted parcels indicate parcels that have multiple discharge locations. Parcels are divided 50/50 and assigned to two applicable ACC Areas.**

****See Figure 1 for map of parcels with PINs, IDs and parcel areas**



Legend

- Lift Station
- Manhole
- Sewer Main
- Force Main
- Side Sewer
- Developer Improvements Funded Through Additional Connection Charge
- Town Center and Additional Connection Charge (ACC) Area
- Leary Way Basin

P:\Mapping\Maps_Generated\Redmond\24-10730.16\maps\Fig 1 Project Improvements and Area Overview 11x17.mxd 12/12/2024 dknight

bhc CONSULTANTS

GIS Data: City of Redmond

Data sources supplied may not reflect current or actual conditions. This map is a geographic representation based on information available. It does not represent survey data. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.
BHC Consultants LLC., assumes no responsibility for the validity of any information presented herein, nor any responsibility for the use or misuse of the data.

N

*Side streets - 164th Ave NE, 166th Ave NE and 168th Ave NE - sewer mains also require upgrades to support buildout wastewater demand. Developers will be required to construct additional side street sewer improvements based individual development impacts and as negotiated with the City during the development application process.

0 150 300 600 Feet

Redmond WASHINGTON

Project Improvements and Area Overview

Town Center Sanitary Sewer Evaluation
City of Redmond
December 2024

Figure
1 598

COPYRIGHT © 2024 BHC CONSULTANTS LLC., ALL RIGHTS RESERVED

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, ESTABLISHING THE AMOUNT OF SEWER ADDITIONAL CONNECTION CHARGES FOR THE REDMOND TOWN CENTER SEWER SYSTEM IMPROVEMENT AREA (LEARY WAY BASIN)

WHEREAS, the City of Redmond is constructing sewer infrastructure improvements in the Redmond Town Center Area (Leary Way Sewer Basin) in support of the increased zoning density allowed by the 2050 Comprehensive Plan update and rezone adopted by Ordinance No. 3181; and

WHEREAS, this sewer infrastructure will include upgrades to or replacement of Lift Station No. 17, the associated forcemain, and gravity pipes in Bear Creek Parkway and Leary Way; and

WHEREAS, RCW 35.92.025 and Redmond Municipal Code Section 13.11.035 authorize the City to collect from any person desiring to connect to the sewer system or to develop a property for which the sewer improvements were provided, the costs incurred by the City in designing and constructing the sewer system improvements; and

WHEREAS, Redmond Municipal Code Section 13.11.035 states that the Additional Connection Charge amount shall be established by resolution of the City Council; and

WHEREAS, the City of Redmond Director of Public Works has recommended Additional Connection Charge amounts to the City

Council for the property within the Redmond Town Center Sewer System Improvement Area (Leary Way Basin); and

WHEREAS, the City Council, after reveiwing these amounts, finds the Additional Connection Charge amounts are reasonable; and

WHEREAS, RCW 35.92.025 and Redmond Muncipal Code Section 13.11.100 authorize the Ctiy to collect interest on the amount of each Additional Connection Charge from the date of construction of the sewer system improvements which serve the property until payment of the Additional Connection Charge, not to exceed ten (10) years.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Additional Connection Charge Amount. Pursuant to RCW 35.92.025 and Redmond Municipal Code Section 13.11.035, any person who desires to connect to the City's sewer system within the Redmond Town Center Sewer System Improvement Area (Leary Way Basin), or develop a property for which the sewer system improvements were provided, shall make payment to the City of the City's costs incurred in constructing the sewer system improvements. The Additional Connection Charges for the Redmond Town Center Sewer System Improvement Area shall be as set forth in Exhibit A, "Redmond Town Center Sewer System Improvement Area Additional Connection Charges", attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Interest Amount. Pursuant to RCW 35.92.025 and Redmond Municipal Code Section 13.11.100, the City shall collect interest, at the rate of 4.25%, on the amount of each Additional Connection Charge from January 1, 2026. This interest charge shall not accrue for more than ten (10) years.

Section 3. Additional Connection Charge Triggers. The Additional Sewer Connection Charges are triggered by any of the following actions:

- Any development of a vacant site;
- Any new construction requiring a new connection to the water and/or sewer system;
- Redevelopment of a parcel(s) based on value of improvements as defined by the Redmond Zoning Code (RZC) 21.17.010.F.1.d; or
- The connection of a new water meter or side sewer.

Partial Payment: When 50% or less of the area of an existing parcel is developed, the owner/developer shall pay fifty percent (50%) of the Additional Connection Charge identified for that parcel. The remaining fifty percent (50%) of the Additional Connection Charge shall be paid when any portion of the remaining fifty percent (50%) of such existing parcel area is developed.

Additional Sewer Connection Charges are NOT triggered by the following actions unless the value of the improvements triggers a Redevelopment:

- Change-in-use within an existing building that is 15,000 s.f. or smaller in size;
- Change-in-use within an existing building that does not increase the size of the water meter or side sewer;
- Tenant improvements that are 15,000 s.f. or smaller in size;
- Tenant improvements that do NOT require an increase in water meter or side sewer size;
- Building additions that do NOT require an increase in water meter or side sewer size; or
- The addition of an irrigation meter.

Section 4. Assessment of Charge - Time. Applications for connection to the water or sewer systems shall be made to the City of Redmond Development Services Division for that purpose, and the Public Works Department shall calculate the applicable Additional Connection Charge, including interest, at that time. The Additional Sewer Connection Charges will be paid by the applicant at the same time the City collects the General Sewer Connection Charges for the parcel(s). If parcels are to be split or modified via approved mechanisms (ie. short plat, Binding Site Plan, etc) then each new parcel shall be responsible for a proportionate share of the original parcel's assigned Additional Sewer Connection Charges based upon a ratio of the area of the new parcel to the area of the original parcel. If a section of the modified original parcel is short platted as an area not

needing water or sewer (ie. park, open space, stormwater detention area, or for parking) then the Additional Connection Charge for that area will be proportionately allocated to the remaining parcels for payment according to this policy. General Sewer Connection Charge credits not used towards the first connection will remain available towards any remaining connections planned as part of the development on the parcel.

Section 5. Assessment of Charge – Estimated versus Final Project Costs. These Additional Connection Charges are based upon an estimated total project cost. The City may recalculate the Additional Connection Charges upon review of the final project costs. If the City adopts revised Additional Connection Charges, then the City will refund the difference if costs are smaller, but not ask for more if the difference is higher.

Section 6. Improvements Constructed by Others. If the gravity sewer pipes in Bear Creek parkway or Leary Way are constructed by someone other than the City, then the Additional Connection Charge associated with the sewer pipe will be removed. The cost of constructing the sewer pipe could be charged to the benefitted properties using a Reimbursement Agreement.

Section 7. General Connection Charge Special Credit. The maximum credit for sewer system improvements constructed to serve property as established in Section 4 of Resolution No. 1506 adopted December 4, 2018, or any subsequent replacement resolution shall be increased by a factor of 1.33 to recognize

the special circumstances regarding the impacts to the properties of these Additional Connection Charges.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

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
REDMOND TOWN CENTER SEWER SYSTEM IMPROVEMENT AREA
SEWER ADDITIONAL CONNECTION CHARGES

ID	ACC Area	PIN	Parcel Area (sq ft)	$/SF (See Table 3)	ACC by Parcel ($)	ACC Combined for Split Parcels
01	1	1125059073	30,762	$2.85	$87,684.95	$87,684.95
02	2	7202410010	169,210	$4.94	$835,267.62	$1,911,960.57
	3	7202410010	169,210	$6.36	$1,076,692.95	
03	1	7202410080	51,570	$2.85	$146,999.78	$401,565.18
	2	7202410080	51,570	$4.94	$254,565.40	
04	2	7202410040	40,756	$4.94	$201,184.70	$201,184.70
05	2	7202410020	123,385	$4.94	$609,064.21	$609,064.21
06	1	7202410070	41,463	$2.85	$118,188.33	$322,859.78
	2	7202410070	41,463	$4.94	$204,671.45	
07	3	7202410110	87,103	$6.36	$554,243.39	$554,243.39
08	4	7202410132	91,704	$8.75	$802,245.32	$802,245.32
09	3	7202410130	67,556	$6.36	$429,864.11	$429,864.11
10	3	7202410150	164,889	$6.36	$1,049,199.10	$2,491,674.46
	4	7202410150	164,889	$8.75	$1,442,475.36	
11	5	7202410161	19,470	$13.11	$255,255.45	$255,255.45
12	4	7202410163	44,216	$8.75	$386,807.84	$386,807.84
13	4	7202410160	106,868	$8.75	$934,897.07	$2,335,969.45
	5	7202410160	106,868	$13.11	$1,401,072.38	
14	2	7202410210	9,763	$4.94	$48,191.64	$48,191.64
15	2	7202410060	123,022	$4.94	$607,272.13	$607,272.13
16	1	7202415555	12,086	$2.85	$34,450.71	$34,450.71
17	5	7202410170	307,867	$13.11	$4,036,234.88	$4,036,234.88
18	5	7202410165	37,230	$13.11	$488,098.06	$488,098.06
19	5	1225055555	1,280	$13.11	$16,780.80	$16,780.80
20	5	1225059231	72,606	$13.11	$951,891.74	$951,891.74
21	1	7202410100	157,462	$2.85	$448,842.86	$1,226,121.99
	2	7202410100	157,462	$4.94	$777,279.12	
22	1	1125059026	30,637	$2.85	$87,331.32	$87,331.32
23	1	7202410200	75,537	$2.85	$215,316.78	$215,316.78
24	1	7202415555	326	$2.85	$930.55	$930.55
25	3	7202410050	18,398	$6.36	$117,064.81	$117,064.81
26	2	7202410030	180,871	$4.94	$892,829.91	$2,043,722.93
	3	7202410030	180,871	$6.36	$1,150,893.02	
27	3	7202410134	25,039	$6.36	$159,325.31	$159,325.31

*Highlighted parcels indicate parcels that have multiple discharge locations. Parcels are divided 50/50 and assigned to two applicable ACC Areas.

**See Figure 1 for map of parcels with PINs, IDs and parcel areas

Total **$20,823,113.06**

Resolution No. _____
AM No. 25-____

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-180
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 Updating the Business License Fee for 2026

a. Ordinance No. 3233: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC) Subsections 5.04.070.A, 5.04.080.A, and 5.04.080.F, Updating the Business License Fee as Required by RCW 35.90, Municipal Business Licensing; Providing for Severability; and Establishing an Effective Date

OVERVIEW STATEMENT:
Business license fees are charges required for businesses operating within the City of Redmond to ensure compliance with local regulations, support fair competition, and maintain accurate records of commercial activity. The City assesses a fee per full-time equivalent (FTE) employee doing business in Redmond. The City updates these fees on an annual basis, in accordance with the Consumer Price Index for Urban Wages Earners and Clerical Workers (CPI-W) for the Seattle/Tacoma/Bellevue region, to keep up with inflation.

Currently, the City's fee is $153 per FTE, with $66.00 per FTE going into the General Fund to support city operations, and $87.00 per FTE being used to fund transportation capital improvements or transportation demand management (TDM) projects.

The ordinance (Attachment A) updates Redmond Municipal Code (RMC) subsections 5.04.070 and 5.04.080 and increases the business license fee by 4% for 2026.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  RCW 35.90
  RMC 5.04.070 and 5.04.080
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Approval of the attached ordinance will establish the 2026 business license fee to take effect January 1, 2026.

The new fee will be $160.00 (rounded to the nearest dollar) per FTE, with $69.00 per FTE going to the General Fund to support city operations and $91.00 per FTE dedicated to funding transportation capital improvements or TDM projects.

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 & 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
11/12/2025	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Approval of the 2026 business license fee should be adopted by December 31, 2025.

ANTICIPATED RESULT IF NOT APPROVED:
If the revised business license fee is not approved, the City's business license fee would remain the same and not align with CPI-W and inflation.

ATTACHMENTS:
Attachment A: Ordinance - 2026 Business License Fee

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE (RMC) SUBSECTIONS 5.04.070.A, 5.04.080.A, and 5.04.080.F, UPDATING THE BUSINESS LICENSE FEE AS REQUIRED BY RCW 35.90, MUNICIPAL BUSINESS LICENSING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the 2017 Washington State Legislature passed Engrossed House Bill (EHB) 2005, now codified as Chapter 35.90 RCW, requiring Washington cities and towns with a business licensing program to partner with the Business Licensing Service (BLS)for administration of general business licenses; and

WHEREAS, city staff and Washington State Department of Revenue staff reviewed the business licensing process and procedures set forth in RMC Chapter 5, Business Licenses and Regulations, for required updates; and

WHEREAS, following city fiscal policy, the business license fee for 2026 will be increased by the budgeted Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle/Tacoma/Bellevue region of 4.00%;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Subsection. RMC 5.04.070.A, Procedures for issuance of license, is hereby amended to read as follows:

5.04.070 PROCEDURES FOR ISSUANCE OF LICENSE.

A. Formal Application Required. Every person required to procure a City business license under the provisions of this chapter must submit an application for such license to the Business Licensing Service. The application must include all information required for all licenses requested, the total fees due for all licenses, and the application handling fee required by RCW 19.02.075.

1. The City Finance Director will determine whether the application may be approved for license issuance.

2. An incomplete application for a business license will be deemed abandoned 120 days after the date of submittal, and be administratively withdrawn, unless such application has in the interim been pursued in good faith to be completed. Applicants who have had their application administratively withdrawn will forfeit a

minimum of [~~$153.00 IN 2025~~] **$160.00 in 2026** of the new application fee submitted.

B. Commencement of Business Activities. No person is entitled or authorized to engage in business within the City until such time as the Finance Director has approved the issuance of a business license pursuant to the terms of this chapter. The mere acceptance of a business license application.

C. *Burden on Applicant.* The Finance Director, or other designated officer or service, is authorized, but not required, to mail to persons engaging in business forms for applications and/or renewals for licenses. Failure of the person to receive any such form does not excuse the person from making application for and securing the license required by this chapter.

D. *New License Applications Meet the Requirement for Hazardous Materials Questionnaire Submittal.* Applications for new business licenses, including home businesses, and mobile businesses proposed to operate within the boundaries of Critical Aquifer Recharge Area I and II, must be reviewed by the City of Redmond Director of Public Works, or his or her designee, for regulatory status related to hazardous materials handling and may require submittal of additional

information related to hazardous materials handling. Applications for business license renewals may require submittal of additional information related to hazardous materials handling, by the City of Redmond Director of Public Works, or his or her designee, in accordance with the requirements under RMC Chapter 13.07, Wellhead Protection.

Section 3. Amendment of Subsections. RMC 5.04.080.A and RMC 5.04.080.F, Fees – Payment, are hereby amended to read as follows:

5.04.080 FEES – PAYMENT.

A. Reporting by Hours Method. The annual business license fee in [~~2025~~] **2026** is calculated by determining the number of employee hours (1,920 hours) worked in the City of Redmond in the previous year and multiplying that figure by [~~$0.079688 IN 2025~~] **$0.083333 in 2026**. The resulting dollar amount must be rounded to the nearest cent. The City shall allocate [~~$66.00~~] **$69.00** out of each [~~$153.00~~] **$160.00** received to the general fund and [~~$87.00~~] **$91.00** out of each [~~$153.00~~] **$160.00** received to transportation capital improvements or transportation demand management projects in [~~2025~~] 2026.

1. Repealed by Ord 2546.

2. Repealed by Ord 2546.

3. Annual employee hours are calculated based on the sum of the four quarterly reports submitted to the Washington State Department of Labor and Industries for the previous year.

4. It is the responsibility of the employer to determine the number of hours worked within the City from these reports. Businesses that did not file quarterly reports with the Washington State Department of Labor and Industries must determine the number of hours worked within the City and demonstrate, if required, to the satisfaction of the Finance Director, that the number of employee hours worked is correct.

5. Employers without a full year history must estimate the number of employee hours that will be worked in the current year.

6. *Repealed by Ord 2839.*

7. *Repealed by Ord 2839.*

B. *Repealed by Ord 3033.*

C. If at any time during the year it appears that the number of employee hours worked was under-reported at the time of application or renewal, an additional license fee and a penalty on the additional license fee is due. The penalty is equal to 20 percent (20%) per annum of the additional fee,

plus any accounting, legal, or administrative expenses incurred by the City in determining the under-reporting or in collecting the tax and penalty.

D. The license fee for a business required to be licensed under this chapter and not located within the City's corporate limits is also calculated based upon the number of employee hours who worked within the City, as described in subsection (A), but in no event may the license fee due be stated as less than the minimum fee set forth in subsection (E) of this section.

E. Businesses doing business in the City that have no employees physically working within the City must pay the minimum license fee required under this chapter.

F. The minimum fee for any license issued under this chapter is [~~$153.00 IN 2025~~] **$160.00 in 2026.**

1. *Exemptions.* The following entities may claim an exemption from the City's license application and renewal fees, but if so exempt under this subsection such entities must still register and obtain a City business license under this chapter, unless otherwise indicated.

a. Any nonprofit entity exempt from taxation under a provision of 26 U.S.C. § 501(c), provided they submit

a copy of their Internal Revenue Service tax exemption status determination letter.

b. Governmental entities that engage solely in activities which are not exclusively governmental, such as some activities of a hospital or medical clinic.

c. A nonprofit organization operated exclusively for a religious purpose and deemed by the Internal Revenue Service as exempt from Federal taxation under 26 U.S.C. § 501(c)(3), even without the issuance of a tax exemption determination letter, is fully exempt from all requirements of this chapter. Such a religious organization conducting any actual commercial business activity beyond their core religious purpose is fully liable for complying with all licensing requirements of this chapter for such other business activities.

d. Civic groups, service clubs, and social organizations that are not engaged in any profession, trade, or occupation, but are organized to provide civic, service or social activities in the City. Examples of such organizations may include but are not limited to: Soroptimists; Kiwanis; Lions; Rotary; American Legion; children's and adults' athletic organizations; and similar types of groups, clubs or organizations.

e. For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the City is equal to or less than $4,000, beginning January 1, 2026, and who does not maintain a place of business within the City, shall submit a business license registration to the Director or designee, but be exempt from the City license fee therefor. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

i. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year and rounded to the nearest $100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI

decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis. The Association of Washington Cities (AWC) will calculate the updated threshold amount and will partner with the Business Licensing Service and the Municipal Research and Services Center (MSRC) to communicate the updated minimum threshold to cities.

g. The annual license fee is due on or before the license expiration date.

h. A licensee may request that the City refund that portion of the annual business license overpaid on the basis that the business miscounted the number of employee hours worked. The request must be in writing and the City must receive the request and all supporting payroll documentation no later than 60 days after the end of the licensee's fiscal year in which the error was made. If the Finance Director is satisfied that the business paid an excess business license fee, then the City will refund the excess fee paid by the business during either the current license year or no further than one prior license year past.

i. Payment made directly to the City by check shall not be deemed a payment of the fee unless and until the same has been honored in the usual course of business, nor

shall acceptance of any such check operate as an acquittance or discharge of the fee unless and until the check is honored. Any person who submits a business license fee payment by check to the City pursuant to the provisions of this chapter shall be assessed a NSF fee set by the Finance Director if the check is returned unpaid by a bank or other financial institution for insufficient funds in the account or for any other reason. Payment by check submitted to the Business Licensing Service will be subject to applicable rules adopted by the Washington State Department of Revenue.

j. If any person required by the terms and provisions of this chapter to pay a license fee for any period fails or refuses to do so, the person shall not be granted a license for the current period until the delinquent license fee, together with penalties, has been paid in full. Any license fee due and unpaid under this chapter and any penalties thereon shall constitute a debt to the City and may be collected in court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

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 January 1, 2026, provided five days have passed since the date of 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 _____, 20XX.

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.

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-181
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 Establishing the 2026 Property Tax Levy for General Operations

a. Ordinance No. 3234: An Ordinance of the City Of Redmond, Washington, Levying Property Taxes for the City of Redmond for the Fiscal Year Commencing January 1, 2026, on All Property, Both Real and Personal, in Said City Which is Subject to Taxation for the Purpose of Paying Sufficient Revenue to Carry on General Operations, Recognize Voter Approved Levy Lid Lifts for Public Safety and Parks for the Ensuing Year as Required by Law; Providing for Severability; and Establishing an Effective Date

OVERVIEW STATEMENT:
Pursuant to state law, the City of Redmond may levy property taxes annually for general operations. The Revised Code of Washington (RCW) 85.55.005 allows a jurisdiction over 10,000 in population to raise property taxes by the lesser of the implicit price deflator or 1% plus new construction, annexations, and other miscellaneous adjustments (e.g., refunds) with a simple majority vote.

The property tax ordinance establishes the 2026 property taxes for general operations and for supporting Redmond's Levy Funds for Parks and Public Safety.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  2025-2026 Adopted Budget

Fiscal Policies
- **Required:**
  RCW 85.55.005
  RCW 84.55.120
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Redmond received preliminary property tax figures from King County for 2026 on October 9, 2025. The numbers are estimates and are subject to change once the final worksheet is received from King County. The attached ordinance (Attachment A) is based on preliminary information, as King County must receive Redmond's property tax request by December 1, 2025.

The rate of inflation (Implicit Price Deflator rate) was determined to be 2.44% by the Bureau of Economic Analysis. The 1% limitation applies to the 2025 levy. The attached ordinance sets the 2026 total property tax levy at $34,455,724, with $27,561,411 for general operations and $6,894,313 related to three levy lid lifts. Relative to the 2025 total levy, a 1% increase amounting to $331,753 is included, as well as $626,728 from new construction and $71,957 from prior year refunds that will be re-levied in 2025.

The City's assessed valuation has increased from $39.6 billion in 2024 to $42.04 billion in 2025, or by 6.3% according to King County's preliminary worksheet.

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 attached ordinance sets the 2026 regular property tax levy at $34,455,724, which includes the 1% property tax increase.

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
11/12/2025	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:
Council must adopt the ordinance for the 2026 property tax levy prior to King County's deadline of December 1, 2025, for property tax collections in 2026.

ANTICIPATED RESULT IF NOT APPROVED:
If action is not taken by December 1, 2025, Redmond will not comply with the County deadline for submitting 2026 property tax levies.

ATTACHMENTS:
Attachment A: Ordinance - 2026 Property Tax

NON-CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF REDMOND FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, ON ALL PROPERTY, BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVY LID LIFTS FOR PUBLIC SAFETY AND PARKS FOR THE ENSUING YEAR AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of Redmond, Washington has properly given notice of public hearings held on July 16, 2024, October 1, 2024, October 15, 2024, and November 4, 2024, to consider the City of Redmond's current expense budget for the 2025-2026 biennium, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Redmond requires a levy in the amount of $34,455,724, which includes an increase in property tax revenue from the previous year beyond that resulting from the addition of new construction and improvements to property and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City; and

WHEREAS, the City Council in the course of considering the budget for the 2025-2026 biennium has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, City of Redmond voters approved a levy lid lift for public safety and parks and recreation in 2007.

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. General Tax Levy for 2026. An increase in the regular levy is hereby authorized for the 2026 regular levy in the amount of $34,455,724, which represents a percentage increase of 1.00%, or $331,753, from the previous year, to discharge the expected expenses and obligations of the City. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property, and any additional amounts resulting from any annexations that have occurred, and refunds made. Including the increase stated above and inclusive of the addition of new construction, annexations and refunds there shall be and is hereby levied current taxes of $34,455,724 the purpose of which is to discharge the expected expenses and obligations of the City.

In the event King County provides updated levy limit information after the passage of this ordinance, the levy provided herein shall be automatically adjusted to reflect such information so that the total sum levied shall not exceed the increase

authorized by the levy lid lift approved by voters for public safety and parks and such other amounts authorized by law.

Section 3. Certification of Ordinance to King County Council. This ordinance shall be certified to the King County Council, as provided by law, and taxes hereby levied shall be collected and paid to the Finance Director of the City of Redmond at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

Section 4. Majority Approval. This ordinance was passed by a majority of the entire Council.

Section 5. 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 6. Effective Date. This ordinance shall become effective January 1, 2026, provided five days have passed since the date of 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 _____, 20XX.

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.

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-182
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 a Resolution Updating the Water and Wastewater Connection Charges, and Adoption of an Ordinance Updating the Stormwater Capital Facilities Charges

a. Resolution No. 1615: A Resolution of the City Council of the City of Redmond, Washington, Establishing New Connection Charge Rates

b. Ordinance No. 3235: An Ordinance of the City of Redmond, Washington, Amending the Subsections 13.20.040, 13.20.045.B, and 13.20.047.B of the Redmond Municipal Code to Establish Stormwater Drainage Capital Facilities Charges

OVERVIEW STATEMENT:
Connection charges and capital facilities charges are one-time fees applied to new development as a condition of connecting to utility infrastructure. The purpose of a charge is to recover the cost to provide system capacity to new customers. All proceeds received must be used for capital improvements. The connection and capital facilities charges are calculated on the following factors:

Water Utility Connection Charges
- Meter size for commercial, multi-family residential, cooling tower, and irrigation
- Total living area for single-family residential

Wastewater Utility Connection Charges
- Meter size for commercial
- Living units for single and multi-family residential

Stormwater Utility Capital Facilities Charges
- Impervious units

The connection and capital facilities charges have not been updated since 2018. At the end of 2024, Financial Consulting Solutions (FCS) with Bowman, was hired to evaluate and update the calculations for the City's water, wastewater, and stormwater connection charges, ensuring that the calculations include updated capital improvement projects and accurate system capacity.

Updating the connection and capital facilities charges is necessary to ensure that new development recovers an equitable share of the cost of utility system infrastructure, and ensures an equitable spread of infrastructure costs between existing customers and new growth and development.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Fiscal Policies
- **Required:**
  N/A
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
The analysis completed by FCS in 2025 updated the calculation to include the current system investments and incorporated identified eligible future capacity expanding projects included in the current six-year Capital Improvement Program (CIP). Additionally, the 2025 update includes updated system capacity data as provided in the 2023 Water System Plan, data which was not previously available in the last CFC update. The City's existing stormwater CFCs reflect an "average-cost" methodology, which divides the total cost of the system by the total capacity of the system. For the 2025 update, this methodology was also utilized for the water and wastewater connection charges, which have historically been calculated based on the cost of existing facilities and growth-related capital projects only (excluding replacement/improvement projects). This change promotes the use of a consistent methodology across all utilities.

The updated charges and fees are summarized below:

- Water Connection Charges
  - Increase to Single-Family Residential connection charges, and charges for Commercial and Multi-Family meters 1" and smaller
  - Decrease to all other connection charges
  - Key Drivers for Change: increase in the net cost basis, which reflects current planned CIP projects, and the methodology for how costs related to fire suppression are equitably recovered from connections, which is based on number of meters rather than meter size.
- Wastewater Connection Charges
  - Increase to all wastewater connection charges
  - Key Driver for Change: increase to the total cost basis, which reflects the current planned CIP projects and cost of current assets.

- Stormwater Capital Facilities Charges
    - Increase to citywide charges due to increased cost basis, which reflects current assets and planned CIP projects
    - Decrease to Overlake charges due to slight increase in number of impervious units
    - Decrease to Downtown charges due to decrease in the cost basis, which reflects the current planned CIP projects and increased estimate of impervious units

The changes proposed can be explained by the updated cost basis to reflect current assets and planned improvement and expansion, as informed by the City's Capital Improvement Program. Additionally, the updated methodology aligns with best practices for CFC calculation and ensures consistency among the utilities. Regular updates to the CFCs and connection charges will enable equitable share of the total cost of the utility systems between existing and future customers and will ensure accurate cost bases as the City continues to update capital planning.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  OneRedmond Communication - October 23, 2025, OneRedmond Government Affairs Meeting
- **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:
Connection and capital facilities charges should be updated regularly to keep pace with growth, in order to maintain the City's desired level of service and to recover the cost to provide system capacity to new customers. The revenues from these charges are received in the corresponding CIP funds and only used to fund CIP projects.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/12/2025	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:
Updated connection and capital facilities charges should be adopted before December 31, 2025, to take effect January 1, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
The existing connection and capital facilities charges would remain in place, although they do not account for system improvement costs included in the 2025-2030 CIP, and do not ensure an equitable cost share of system growth between current and new customers.

ATTACHMENTS:
Attachment A: Resolution - Water & Wastewater Connection Charge
Attachment B: Ordinance - Stormwater Connection Charge
Attachment C: CFC Report_FCS
Attachment D: CFC Update_OneRedmond Presentation
Attachment E: Redmond CFC Comparison to Other Jurisdictions

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, ESTABLISHING NEW CONNECTION CHARGE RATES

WHEREAS, section 13.11.030 of the Redmond Municipal Code establishes General Water and Wastewater Connection Charges, and Section 13.11.060 provides that the rate of the General Water and Wastewater Connection Charge shall be determined by the City Council; and

WHEREAS, the City Council has considered the recommendations of the Financial Planning Manager and a consultant to the City, and based upon such information, the City Council has determined that the following charges will result in payment of an equitable share of the costs of the City Wastewater and Water Systems by property owners connecting to said systems; and

WHEREAS, the City Council has also determined that the Water and Wastewater Connection charges should reflect the City's cost of new connections to the City Water and Wastewater systems, and that the department director should be allowed to raise the fees administratively on an annual basis in an amount not exceeding the most recently published Consumer Price Index –

Wage Earners and Clerical workers for the Seatle-Tacoma area, in order to recapture the City's costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The General Water Connection Charge shall be collected for each separate connection to the city water system and is in addition to any other required permit or meter installation fees. The charge shall be based on the meter size for commercial, multi-family residential, cooling tower, and irrigation uses, and total living area for single family residential uses of the connection as shown below. There is no connection charge for meters used solely for fire protection purposes.

A. REDMOND SERVICE AREA

Residential

Total Living Area	Single Family Residential
Small Home - 1500 SF or less	$4,230 ~~3,050~~
Medium Home - 1500 SF to 2999 SF	5,380 ~~4,510~~
Large Home - 3000 SF or more	7,130 ~~6,290~~

Non-Residential

Meter Size	Commercial/ Multi-Family Residential		Irrigation/ Cooling Towers		Exempt Irrigation/ Exempt Cooling Towers
5/8" x 3/4"	$9,070	~~4,560~~	$14,300	~~13,670~~	$9,070
1"	12,910	~~11,390~~	35,760	~~34,170~~	22,780
1-1/2"	19,320	~~22,780~~	71,520	~~68,350~~	45,570
2"	27,000	~~36,450~~	114,430	~~109,360~~	72,900
3"	47,400	~~72,900~~	228,800	~~218,700~~	145,800

4″	70,500	~~113,900~~	357,600	~~341,700~~	227,800
6″	134,500	~~227,800~~	715,200	~~683,500~~	455,700
8″	211,300	~~364,500~~	1,144,300	~~1,093,600~~	729,000

B. NOVELTY HILL SERVICE AREA

Residential

Total Living Area	Single Family Residential
Small Home - 2400 SF or less	$60
Medium Home - 2,401 SF to 3,300 SF	90
Large Home - 3,301 SF or more	120

Non-Residential

Meter Size	Commercial/ Multi-Family Residential	Irrigation/ Cooling Towers	Exempt Irrigation/ Exempt Cooling Towers
5/8" x 3/4"	$90	$260	$170
1″	220	650	440
1-1/2″	440	1,310	870
2″	700	2,090	1,390
3″	1,400	4,200	2,800
4″	2,200	6,500	4,400
6″	4,400	13,100	8,700
8″	7,000	20,900	13,900

Section 2. The General Water Connection Charge for the Redmond Service Area in Section 1 above shall be reduced by credits for water system improvements constructed to serve the property by the property developer, by Local Improvement District, or for which reimbursement fees are paid.

The maximum credits shall be as follows:

A. Water Distribution Credit

If water system improvements consist of hydrants, transmission and distribution mains and pump facilities, a credit shall be given in an amount not to exceed the following as determined by

meter size for commercial, multi-family residential, cooling tower, and irrigation uses, and total living area for single family residential uses of the connection as follows:

Residential

Total Living Area	Single Family Residential
Small Home - 1500 SF or less	$1,360 ~~1,010~~
Medium Home - 1500 SF to 2999 SF	1,590 ~~1,500~~
Large Home - 3000 SF or more	1,950 ~~2,090~~

Non-Residential

Meter Size	Commercial/ Multi-Family Residential	Irrigation/ Cooling Towers	Exempt Irrigation /Exempt Cooling Towers
5/8" x 3/4"	$2,950 ~~1,510~~	$2,890 ~~4,540~~	$3,030
1"	3,750 ~~3,775~~	7,220 ~~11,350~~	7,575
1-1/2"	5,080 ~~7,550~~	14,430 ~~22,700~~	15,150
2"	6,670 ~~12,080~~	23,080 ~~36,320~~	24,240
3"	10,900 ~~24,160~~	46,100 ~~72,640~~	48,480
4"	15,700 ~~37,750~~	72,200 ~~113,500~~	75,750
6"	29,000 ~~75,500~~	144,300 ~~227,000~~	151,500
8"	44,900 ~~120,800~~	230,800 ~~363,200~~	242,400

Section 3. The General Wastewater Connection Charge shall be collected for each separate connection to the city wastewater system and is in addition to any other required permit or inspection fees. The charge shall apply to each building/structure/use based on the meter size for commercial uses and living units for single and multi-family residential as shown below. There is no charge for irrigation, exempt irrigation, or exempt cooling tower uses. For wastewater connections that do not have a water supply, the Public Works

Director or his/her designee shall establish a residential equivalent or a meter size equivalent for the use.

Residential

Type of Residence	Redmond Service Area	Novelty Hill Service Area
Single Family Residence		
Small Home (<1500 SF)	$2,470 ~~2,890~~	$90
Medium Home (1500-2999 SF)	3,050 ~~2,890~~	90
Large Home (3000+ SF)	3,540 ~~2,890~~	90
Duplex	3,940 ~~4,620~~	140
Triplex	7,420 ~~6,930~~	210
Fourplex	9,890 ~~9,240~~	280
Larger than four units	1,920 ~~1,850~~ (per unit)	60 (per unit)
Mobile Home Park	3,050 ~~2,89~~ (per space)	90 (per space)
Residential Suites	1,060 ~~800~~ (per unit)	

Commercial

Meter Size	Redmond Service Area	Novelty Hill Service Area
5/8"-3/4"	$3,050 ~~2,890~~	$90
1"	7,630 ~~7,220~~	220
1-1/2"	15,270 ~~14,440~~	430
2"	24,430 ~~23,110~~	690
3"	48,800 ~~46,200~~	1,380
4"	76,300 ~~72,200~~	2,160
6"	152,700 ~~144,400~~	4,310
8"	244,300 ~~231,100~~	6,900

Cooling Towers

Meter Size	Redmond Service Area	Novelty Hill Service Area
5/8"-3/4"	$450 ~~430~~	$10
1"	1,140 ~~1,080~~	30
1-1/2"	2,290 ~~2,170~~	60
2"	3,660 ~~3,470~~	100
3"	7,300 ~~6,900~~	210
4"	11,400 ~~10,800~~	320
6"	22,900 ~~21,700~~	650
8"	36,600 ~~34,700~~	1,040

Section 4. The General Wastewater Connection Charge for the Redmond Service Area in Section 3 above shall be reduced by a credit for wastewater system improvements constructed to serve the property by the property developer, by Local Improvement District, or for which reimbursement fees are paid. The maximum credit shall be as follows:

Residential

Type of Residence	Redmond Service Area		
Single Family Residence			
Small Home (<1500 SF)	$960	~~1,730~~	
Medium Home (1500-2999 SF)	1,190	~~1,730~~	
Large Home (3000+ SF)	1,380	~~1,730~~	
Duplex	1,920	~~2,770~~	
Triplex	2,890	~~4,160~~	
Fourplex	3,850	~~5,540~~	
Larger than four units	750	~~1,110~~	(per unit)
Mobile Home Park	1,190	~~1,730~~	(per space)
Residential Suites	410	~~430~~	(per unit)

Commercial

Meter Size	Redmond Service Area	
5/8"-3/4"	$1,190	~~1,730~~
1"	2,970	~~4,330~~
1-1/2"	5,940	~~8,660~~
2"	9,500	~~13,870~~
3"	19,000	~~27,720~~
4"	29,700	~~43,320~~
6"	59,400	~~86,640~~
8"	95,000	~~138,660~~

Cooling Towers

Meter Size	Redmond Service Area	
5/8"-3/4"	$170	~~260~~
1"	440	~~650~~
1-1/2"	890	~~1,300~~
2"	1,420	~~2,080~~
3"	2,900	~~4,140~~
4"	4,400	~~6,480~~

6″	8,900	~~13,020~~
8″	14,200	~~20,820~~

Section 5. The amount of the credit shall be determined for each parcel, subdivision, development, or connection by allocating system improvement costs to the anticipated connections as follows:

A. Residential Plats/Short Plats

(1) Water Distribution Credit

Take the total costs of hydrants, transmission and distribution mains, and pump facilities, and then subtract any reimbursement agreement repayment amounts to be received, and then divide the remainder by the number of lots in the plat or short plat.

(2) Wastewater Credit

Take the total cost of wastewater system improvements, subtract any reimbursement agreement repayment amounts to be received, and then divide the remainder by the number of lots in the plat or short plat.

(3) Credit Amount per Lot

The credits for each lot are the amount calculated in Sections 1 and 2 above not exceeding the maximum credits specified in Section 2 and 4 above.

B. Multi-Family Residential and Mobile Home Parks

(1) Water Distribution Credit

Take the total costs of hydrants, transmission and distribution mains, and pump facilities, and then subtract any reimbursement agreement repayment amounts to be received, and then divide the remainder by the sum of the meter flow factor for all meters in the multi-family or mobile home park development, including irrigation meters. Then multiply this resultant figure by the meter flow factor for each individual meter in the development to determine the credit for each meter.

(2) Wastewater Credit

Take the total cost of wastewater system improvements, subtract any reimbursement agreement repayment amounts to be received, and then divide the remainder by the adjusted number of units or spaces in the development, then multiply this resultant figure by the number of units in each building/structure to determine the credit for each building/structure.

(3) The credits are the amount calculated not exceeding the maximum credits specified in sections 2 and 4 above.

(4) The meter flow factors are as follows:

Meter Size	Meter Flow Factor
5/8"-3/4"	1
1"	2.5
1-1/2"	5
2"	8
3"	16
4"	25

6″	50
8″	80

(5) Non-residential uses in a multi-family development or mobile home park, such as recreation buildings and laundry buildings, shall be converted into equivalent multi-family units in the amount of the meter flow factor. These equivalent units shall be added to the actual number of units and this sum shall be the adjusted number of units/spaces for which the wastewater credit is calculated.

C. Commercial Developments, Structures, and Buildings

(1) Water Distribution Credit

Take the total costs of hydrants, transmission and distribution mains, and pump facilities, subtract any reimbursement agreement repayment amounts to be received, then divide the remainder by the sum of the meter flow factors for all meters in the development, including irrigation meters, then multiply this resultant figure by the meter flow factor for each individual meter in the development to determine the credit for each meter.

(2) Wastewater Credit

Take the total costs of wastewater system improvements, subtract any reimbursement agreement repayment amounts to be received, and then divide the remainder by the sum of the meter flow factor for all meters which feed connections

to the wastewater system. Then multiply this resultant figure by the meter flow factor for each individual meter in the development to determine the credit for each meter.

(3) The credits are the amount calculated not exceeding the maximum credits specified in sections 2 and 4 above.

(4) The meter flow factors are as listed above.

(5) For commercial zone subdivisions, credits for plat improvement shall be determined as for residential plats above and may be added to credits for on-site improvements except that the total credit amounts shall not exceed the maximum credits specified in Sections 2 and 4 above.

Section 6. Costs of system improvement from which credits are calculated shall not include costs of side sewers, water meters and services, private fire protection systems, or any part of the improvement which does not become part of the city owned and operated system.

Section 7. The Public Works Director or his/her designee may provide an additional credit in the General Connection Charge for new connections on property which is being redeveloped and where water and/or wastewater service had previously been provided. Factors to be considered in establishing the amount of this additional credit include: size of previous meters, number of previous units, previous quantity

of flow, length of time previous development existed, length of time property is vacant from previous use, and other such factors as may apply.

Section 8. The Public Works Director or his/her designee may provide an additional credit in the General Connection Charge for a multi-family complex or mobile home park that is currently served with a large master meter(s) that is converting to individual meters for each building. The intent of this section is that a conversion of this nature should not result in the imposition of additional connection charges.

Section 9. The Public Works Director or his/her designee shall make an additional General Wastewater Connection Charge for property which is currently served by wastewater service when a new water service or an increased size water service is installed for the property. The additional charge shall be the difference between the General Wastewater Connection Charge calculated at the current rates before and after the change.

Section 10. The Public Works Director or his/her designee shall make an additional General Water Connection Charge for a single-family residential home which is currently served by water service when the total living area is increased beyond home size range it was previously in. The additional charge shall be the difference between the General Water

Connection Charge calculated at the current rates before and after the change.

Section 11. For new connections in older developments where construction costs are not available to calculate credits, the Public Works Department shall estimate the value of the improvements at the time of construction and determine a credit. If a property owner does not accept the amount of credit determined by the City, the owner may submit such additional information for the City to consider in establishing the credit. Upon review of the additional information, the Director of Public Works or his/her designee shall set the amount of the credit.

Section 12. This resolution shall become effective January 1, 2026.

ADOPTED by the Redmond City Council this _____ day of _____

_____, 2025.

APPROVED:

_____
MAYOR, ANGELA BIRNEY

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE SUBSECTIONS 13.20.040, 13.20.045.B, AND 13.20.047.B OF THE REDMOND MUNICIPAL CODE TO ESTABLISH STORMWATER DRAINAGE CAPITAL FACILITIES CHARGES

WHEREAS, sections 13.20.040 of the Redmond Municipal Code establishes the Citywide Stormwater Capital Facilities Charge, 13.20.045.B establishes the Downtown sub-basin Stormwater Capital Facilities Charge, and 13.20.047.B establishes the Overlake sub-basin Stormwater Capital Facilities Charge; and

WHEREAS, the City Council has considered the recommendations of the Financial Planning Manager and a consultant to the City, and based upon such information the City Council has determined that the charges identified in 13.20.040, 13.20.045.B and 13.20.047.B will result in payment of an equitable share of the City Stormwater system by those parcels developed within the City; and

WHEREAS, the City Council has also determined that the Stormwater Capital Facilities charges should reflect the City's cost of new connections to the City Stormwater system, and that the department director should be allowed to raise the fees administratively on an annual basis in an amount not exceeding

the most recently published Consumer Price Index – Wage Earners and Clerical workers for the Seatle-Tacoma area, in order to recapture the City's costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Chapter. RMC 13.20, Stormwater Drainage Capital Facilities Charges, is hereby amended to read as follows:

13.20.040 Citywide stormwater capital facilities charge.

The citywide stormwater capital facilities charge established by RMC 13.20.030 shall be calculated for property development based upon the number of impervious units proposed to be created by the development. The charge is **$2,310.00** [~~1,342.00~~] for each impervious unit. The total charge to be paid in connection with any development approval shall be determined by multiplying the total number of impervious units to be created by the proposed development by the charge for each unit.

13.20.045 Downtown sub-basin stormwater capital facilities charge.

B. The downtown sub-basin stormwater capital facilities charge shall be calculated for property development based upon the number of impervious units proposed to be created by the development. The charge is **$3,358.00** [~~5,979.00~~] for each impervious unit. A credit of 80 percent may be applied to the number of nonpollution generating impervious units that are managed by an approved private infiltration facility meeting current standards. The total charge to be paid in connection with any development approval shall be determined by multiplying the total number of impervious units to be created by the proposed development by the charge for each such unit minus the number of creditable impervious units multiplied by 0.80 of the charge for each unit.

13.20.047 Overlake sub-basin stormwater capital facilities charge.

B. The Overlake sub-basin stormwater capital facilities charge shall be calculated for property development based upon the number of impervious units proposed to be created by the development. The charge

is **$10,253.00** [~~10,929.00~~] for each impervious unit. A credit of 80 percent may be applied to the number of impervious units that are managed by an approved private infiltration facility meeting current standards. The total charge to be paid in connection with any development approval shall be determined by multiplying the total number of impervious units to be created by the proposed development by the charge for each such unit minus the number of creditable impervious units multiplied by 0.80 of the charge for each unit.

Section 3. 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 4. 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. The charges provided in subsections 13.20.040, 13.20.045.B, and 13.20.047.B as amended above shall apply to all charges effective January 1, 2026.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

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.

FCS
a Bowman company

CITY OF REDMOND

Capital Facilities Charges (CFC) Update

Submitted by:

FCS, a Bowman company
7525 166th Ave NE
Ste D-215
Redmond, WA 98052
P: 425.867.1802

Submitted to:

City of Redmond
15670 NE 85th St
Redmond, WA 98052

September 19, 2025

Contents

Background and Overview 1
General Methodology 3
Cost Basis 3
System Capacity 4
Water Capital Facilities Charge 5
Cost Basis 5
Water System Capacity 10
Water CFC Calculation 12
Water Distribution Credits 13
Single-Family ERU Definition 13
Water CFC Schedule 14
Wastewater Capital Facilities Charge 16
Cost Basis 16
Wastewater System Capacity 16
Wastewater CFC Calculation 17
Wastewater Collection Credits 17
Residential ERU Definition 17
Wastewater CFC Schedule 18
Stormwater Capital Facilities Charge 19
Cost Basis 19
Stormwater System Capacity 19
Stormwater CFC Calculation 20

Exhibits

Exhibit 1. Existing Water CFC Schedule 1
Exhibit 2. Existing Sewer CFC Schedule 2
Exhibit 3. Existing Stormwater CFC Schedule 3
Exhibit 4. Water CFC Cost Basis by Functional Component 6
Exhibit 5. Functional Allocation of Pumping Facilities 7
Exhibit 6. Functional Allocation of Storage Facilities 8
Exhibit 7. Functional Allocation of Water Mains 9
Exhibit 8. Functional Allocation of Water CFC Cost Basis 10
Exhibit 9. Existing Water Customer Base (2024) 10
Exhibit 10. Class-Specific CFC Weighting Factors & Weighted Capacity Estimates 12
Exhibit 11. Water CFC Calculation 13
Exhibit 12. Updated Water CFC Schedule 15
Exhibit 13. Wastewater CFC Cost Basis 16
Exhibit 14. Existing Wastewater Customer Base (2024) 17
Exhibit 15. Updated Wastewater CFC Schedule 18
Exhibit 16. Stormwater Cost Basis by Area 19
Exhibit 17. Stormwater CFC Calculation by Area 20

Background and Overview

Authorized by Section 35.92.025 of the Revised Code of Washington (RCW), the City of Redmond imposes Capital Facilities Charges (CFCs) on new development to recover an equitable share of the cost of system infrastructure. CFCs promote equity between existing customers and growth, recognizing that existing customers have paid (and will continue to pay) for infrastructure that is oversized to serve growth. The City currently charges water, wastewater, and stormwater CFCs.

Exhibit 1 summarizes the City's existing water CFCs, which went into effect on June 15, 2018 with the passing of City Resolution No. 1497.

Exhibit 1. Existing Water CFC Schedule

Water CFC Schedule	Total CFC	Distribution Credit	Net CFC
Single-Family Residential:			
Small Home (0 – 2,400 SF)	$3,050	$1,010	$2,040
Medium Home (2,401 – 3,300 SF)	$4,510	$1,500	$3,010
Large Home (3,301 SF+)	$6,290	$2,090	$4,200
Commercial & Multi-Family:			
3/4" Meter	$4,560	$1,510	$3,050
1" Meter	$11,390	$3,775	$7,615
1-1/2" Meter	$22,780	$7,550	$15,230
2" Meter	$36,450	$12,080	$24,370
3" Meter	$72,900	$24,160	$48,740
4" Meter	$113,900	$37,750	$76,150
6" Meter	$227,800	$75,500	$152,300
8" Meter	$364,500	$120,800	$243,700
Irrigation & Cooling Towers:			
3/4" Meter	$13,670	$4,540	$9,130
1" Meter	$34,170	$11,350	$22,820
1-1/2" Meter	$68,350	$22,700	$45,650
2" Meter	$109,360	$36,320	$73,040
3" Meter	$218,700	$72,640	$146,060
4" Meter	$341,700	$113,500	$228,200
6" Meter	$683,500	$227,000	$456,500
8" Meter	$1,093,600	$363,200	$730,400

Under the City's current water CFC structure, single-family residential connections pay a CFC based on home size because single-family meters are commonly oversized to provide water service and fire flow. Connections other than single-family connections pay a water CFC based on meter size, with irrigation and cooling towers paying a

higher charge to recognize that they use disproportionately more water during the summer months (when system capacity is most constrained) than other users. Resolution No. 1497 establishes a water distribution credit for the value of hydrants, transmission and distribution mains, and pumping facilities that (a) a developer constructs to serve the property, (b) are funded through a local improvement district, or (c) for which reimbursement fees are paid.

Exhibit 2 summarizes the City's current wastewater CFCs, which went into effect on June 15, 2018 with the passing of City Resolution No. 1497.

Exhibit 2. Existing Sewer CFC Schedule

Sewer CFC Schedule	Total CFC	Collection Credit	Net CFC
Residential:			
Single-Family Residence	$2,890	$1,730	$1,160
Duplex	$4,620	$2,770	$1,850
Triplex	$6,930	$4,160	$2,770
Fourplex	$9,240	$5,540	$3,700
Larger Than 4 Units	$1,850	$1,110	$740
Mobile Homes (Per Space)	$2,890	$1,730	$1,160
Residential Suites (Per Unit)	$920	$550	$370
Commercial:			
3/4" Meter	$2,890	$1,730	$1,160
1" Meter	$7,220	$4,330	$2,890
1-1/2" Meter	$14,440	$8,660	$5,780
2" Meter	$23,110	$13,870	$9,240
3" Meter	$46,200	$27,720	$18,480
4" Meter	$72,200	$43,320	$28,880
6" Meter	$144,400	$86,640	$57,760
8" Meter	$231,100	$138,660	$92,440
Cooling Towers:			
3/4" Meter	$430	$260	$170
1" Meter	$1,080	$650	$430
1-1/2" Meter	$2,170	$1,300	$870
2" Meter	$3,470	$2,080	$1,390
3" Meter	$6,900	$4,140	$2,760
4" Meter	$10,800	$6,480	$4,320
6" Meter	$21,700	$13,020	$8,680
8" Meter	$34,700	$20,820	$13,880

Under the City's current wastewater CFC structure, residential connections pay a CFC based on the number of dwelling units and residential customer equivalent (RCE) assignments established by King County. King County

has historically assigned 1 RCE to single-family dwellings, 0.8 RCEs per unit to buildings with up to four dwelling units, and 0.64 RCEs per unit for buildings with five or more dwelling units. Non-residential connections pay a wastewater CFC based on meter size, with cooling towers paying 15% of the applicable commercial CFC to recognize the estimated amount of their water usage that enters the sewer system (most water used evaporates during the cooling process). Resolution No. 1497 establishes a sewer collection credit for the value of sewer mains, manholes, and pump stations that (a) a developer constructs to serve the property, (b) are funded through a local improvement district, or (c) for which reimbursement fees are paid.

Exhibit 3 summarizes the current stormwater CFCs, which went into effect on May 12, 2018 with the passing of City Ordinance No. 2921.

Exhibit 3. Existing Stormwater CFC Schedule

Stormwater CFC Schedule	Total
Citywide CFC per Impervious Unit (IU)	$1,342
Overlake Sub-Basin CFC per IU	$10,929
Downtown Sub-Basin CFC per IU	$5,979

Section 13.20.020 (C) of the Redmond Municipal Code (RMC) defines an impervious unit as 2,000 square feet of impervious surface area. The City generally assigns 1 IU to single-family parcels and calculates IUs for other parcels based on measured impervious area, rounding down to the nearest tenth. RMC 13.20.045 and RMC 13.20.047 establish sub-basin CFCs for the Downtown and Overlake sub-basins, respectively, in lieu of requirements to construct onsite stormwater detention and water quality facilities that apply elsewhere in the City. The City offers an 80% sub-basin CFC credit to sites that fully infiltrate stormwater in private systems that meet current City standards.

General Methodology

The City's existing stormwater CFCs reflect an "average-cost" methodology, which divides the total cost of the system by the total capacity of the system to arrive at an average cost per equivalent unit of capacity (typically defined in terms of a single-family home). For this update, this methodology was also utilized for the water and sewer CFCs (which have historically been calculated based on the cost of existing facilities and growth-related capital projects) to promote the use of a consistent methodology across all utilities.

Cost Basis

The cost basis includes the cost of facilities of general system benefit, such as storage reservoirs, transmission mains, and pump stations. It intends to recognize the net investment made in existing system assets by ratepayers, and includes the following components:

- ***Original Cost of Existing Assets:*** RCW 35.92.025 authorizes cities to impose "such reasonable connection charge as the legislative body of the city or town shall determine proper in order that such property owners shall bear their equitable share of the cost of such system." This includes the documented (non-depreciated) cost of utility assets. The Washington State Supreme Court's decision in *Boe v. Seattle* limits this cost to original/actual cost and precludes utilities from using current replacement costs as the basis for setting CFCs.

- ***Plus – Interest Accrued on Existing Assets:*** RCW 35.92.025 allows the CFC to include "interest charges applied from the date of construction of the water or sewer system until the connection, or for a period not to exceed ten years, whichever is shorter, at a rate commensurate with the rate of interest applicable to the city or town at the time of construction or major rehabilitation of the system, or at the time of installation of the lines to which the property owner is seeking to connect but not to exceed ten percent per year."

- ***Plus – Construction in Progress:*** The cost basis can also include construction in progress, investments that the City has made in infrastructure that are neither booked as assets (having not yet been placed in service) nor included in its forward-looking capital improvement plan.

- ***Less – Contributed Assets:*** The stormwater CFC analysis reflects the more stringent standard that RCW 57.08.005 (11) imposes on connection charges for special-purpose districts, excluding assets that were donated or paid for by grants and projects (or portions of projects) that the City anticipates funding through grants or developer contributions. For consistency with the City's past practices, the water and wastewater CFC calculations include the cost of donated and grant-funded facilities but builds the cost of those facilities into the water distribution and sewer collection credits that offset what most new or expanded connections pay.

- ***Future Capital Projects:*** The cost basis includes costs associated with planned future capital projects, of which there are three main types:

  » Projects upgrading the level of service for all customers to comply with regulatory requirements imposed by State/Federal agencies.

  » Projects increasing capacity to serve growth, which would not be needed in the absence of growth.

  » Projects that repair or replace existing infrastructure, which are most often needed because existing facilities have deteriorated due to use by existing customers.

  While the water and wastewater CFC calculations have historically excluded replacement projects, the updated calculations include all capital project costs in the cost basis – to avoid double charging customers for existing assets and their replacement, the cost basis is adjusted to deduct the estimated cost of the assets being replaced through the planned capital projects.

- ***Less – Utility-Funded Meters & Services:*** Recognizing that new connections will generally have to pay for the meters and service lines for their properties, the cost basis does not include investments that the City has made or plans to make in other customers' meters and service lines.

System Capacity

Given that the City's customers can impose significantly different demands on the utility systems, the calculation expresses the capacity of each system in terms of equivalent units. The average-cost methodology divides the total cost of each system by the total number of capacity units that it can serve to arrive at an average cost per unit of capacity. Though the denominator includes both existing and future capacity units to determine the

charge per capacity unit, existing customers have already paid the applicable CFCs and will pay for a proportionate share of any future costs through ongoing rates.

Water Capital Facilities Charge

Cost Basis

The cost basis for the water CFC is split into three core functions of service that differentiate how the City's various customers use the water system:

- ***Base Capacity:*** Costs associated with providing infrastructure to meet "base" demands, or the level of demand that would exist in the absence of peaking. This analysis uses winter-average demands to estimate base demands.
- ***Peak Capacity:*** Costs incurred to oversize infrastructure to meet peak demands.
- ***Fire Suppression:*** Costs incurred to provide and oversize infrastructure to accommodate the required levels of fire-flow conveyance and fire-suppression storage.

The first step in allocating the CFC cost basis to these functions is to separate the various components of the cost basis into the core categories of infrastructure that comprise the water system. Based on City-provided documents including plant-in-service records as of year-end 2024, current construction work in progress, and capital improvement plans from 2025-2030, **Exhibit 4** summarizes the water CFC cost basis in terms of the core infrastructure components. These components were then allocated to functions of service based on the following principles:

- **Supply & Treatment:** Wells and other assets related to supply and treatment were allocated between base capacity and peak capacity based on the ratio of winter-average daily production (representing "base" capacity needs in the absence of peaking) to maximum-day production. Table 4-3 of the 2023 Water System Plan indicates a maximum-day production of 17.9 million gallons per day (mgd) based on an average of 2019 – 2021 data, which includes both the City and Novelty Hill Service Areas. Tables 10-1 through 10-4 of the Water System Plan provide 2023 maximum-day demand estimates for both service areas, suggesting that the City Service Area (including the Well Service Area, the Rose Hill Service Area, and the Bellevue-Overlake-Viewpoint Service Area) represents about 89.1% of the total combined maximum-day demand. Applying this percentage to the 2019 – 2021 maximum-day production resulted in an estimate of 15.9 mgd as the maximum-day production attributable to the City Service Area.

  Based on monthly production data from Table 4-2 of the Water System Plan, the winter-average daily production was estimated to be approximately 4.795 mgd. The estimated winter-average daily production represents 30.1% of the maximum-day production, resulting in an allocation of 30.1% to base capacity and 69.9% to peak capacity.

Exhibit 4. Water CFC Cost Basis by Functional Component

Cost Basis Component ($ Millions)	Supply	Treatment	Pumping	Storage	Transmission & Distribution	Meters & Services	Hydrants	General	Total
Plant-In-Service as of Year-End 2024	$23.3	$5.8	$ 8.7	$ 9.7	$ 90.3	$13.4	$ 7.3	$ 6.2	**$164.7**
Plus: Construction Work In Progress	-	-	0.0	-	0.4	-	-	4.2	**4.6**
Plus: 2025 – 2030 Capital Improvement Plan									
Upgrade/Expansion	0.3	-	-	-	2.0	-	-	23.3	**25.6**
Repair/Replacement	-	-	3.9	11.0	11.5	6.2	-	9.1	**41.7**
Less: Provision for Retirement of Existing Assets	-	-	(1.7)	(0.5)	(0.1)	(2.7)	-	(1.5)	**(6.5)**
Plus: Interest Accrued on Existing Assets	10.9	2.5	3.1	4.4	34.4	4.3	2.9	1.7	**64.2**
Less: Costs Not Included In CFC Cost Basis	-	-	-	-	-	(21.2)	-	-	(21.2)
Total Cost Basis	**$34.5**	**$8.3**	**$14.0**	**$24.6**	**$138.6**	**$ -**	**$10.2**	**$43.0**	**$273.1**

- **Pumping:** Booster pump stations and other pumping facilities were allocated to functions based on an allocation of the capacity of the pump stations. Any pumps dedicated to fire flow were allocated to fire suppression; the remaining capacity was allocated between base capacity and peak capacity using the allocation discussed above for supply and treatment assets. **Exhibit 5** summarizes the functional allocation of pumping facilities:

Exhibit 5. Functional Allocation of Pumping Facilities

Pump Station	Pumping Capacity	Functional Allocation of Pumping Capacity			
		Base Capacity	Peak Capacity	Fire Suppression	Total
Reservoir Park	3,000 gpm	30.1%	69.9%	0.0%	100.0%
Perrigo Springs	615 gpm	30.1%	69.9%	0.0%	100.0%
Education Hill[1]	2,600 gpm	12.7%	29.6%	57.7%	100.0%
SE Redmond[2]	3,320 gpm	7.4%	17.3%	75.3%	100.0%
Rose Hill Supply Station No. 2	8,000 gpm	30.1%	69.9%	0.0%	100.0%
Rose Hill 650 Zone	5,250 gpm	30.1%	69.9%	0.0%	100.0%
Rose Hill North Reservoir	2,500 gpm	30.1%	69.9%	0.0%	100.0%
Bellevue/Redmond NE 40th	2,640 gpm	30.1%	69.9%	0.0%	100.0%
Total	**27,925 gpm**	**7,195 gpm**	**16,730 gpm**	**4,000 gpm**	
Percent of Total		**25.8%**	**59.9%**	**14.3%**	**100.0%**

[1]1,500 gpm (57.7%) of the Education Hill Pump Station's capacity is attributable to dedicated fire-flow pumps.
[2]2,500 gpm (75.3%) of the SE Redmond Pump Station's capacity is attributable to dedicated fire-flow pumps.

- **Storage:** The allocation of the City's reservoirs to fire suppression was based on an inventory of storage capacity and applicable requirements outlined in Section 10.3 of the Water System Plan. For each of the pressure-zone groupings, the storage capacity was allocated to functions based on the following principles:

  - » Capacity needed to meet current equalizing storage requirements was allocated to peak capacity, given that its purpose is to meet peak demands.

  - » Capacity needed to meet fire-suppression storage requirements was allocated to fire suppression, given that its purpose is to provide the required level of fire flow.

  - » Capacity needed to meet current standby storage requirements (in excess of required fire-suppression storage requirement, as the City nests these storage requirements) was allocated between base capacity and peak capacity based on the allocation of supply facilities.

  - » Capacity above the current requirements was allocated between base capacity and peak capacity based on the allocation of equalizing and standby storage capacity, given that only the equalizing and standby storage requirements will increase over time with growth.

  - » Operational storage capacity was allocated proportionately among functions based on the allocation of other storage capacity, given that it relates to the general operation of the reservoirs (managing pumps and flow-control valves) rather than any specific function of service.

Exhibit 6 summarizes the functional allocation of storage facilities:

Exhibit 6. Functional Allocation of Storage Facilities

Storage Facilities by Pressure-Zone Grouping	Storage Capacity	Functional Allocation of Storage Capacity			
		Base Capacity	Peak Capacity	Fire Suppression	Total
Upper Well Area:					
Equalizing Storage	0.83 MG	0.0%	100.0%	0.0%	100.0%
Fire-Suppression Storage	0.84 MG	0.0%	0.0%	100.0%	100.0%
Standby Storage (Net of FSS)	2.68 MG	30.1%	69.9%	0.0%	100.0%
Available for Equalizing/Standby	0.29 MG	22.9%	77.1%	0.0%	100.0%
Operational Storage	0.36 MG	18.8%	63.1%	18.1%	100.0%
Lower Well Area:					
Equalizing Storage	1.31 MG	0.0%	100.0%	0.0%	100.0%
Fire-Suppression Storage	0.84 MG	0.0%	0.0%	100.0%	100.0%
Standby Storage (Net of FSS)	4.69 MG	30.1%	69.9%	0.0%	100.0%
Available for Equalizing/Standby	1.52 MG	23.5%	76.5%	0.0%	100.0%
Operational Storage	0.84 MG	21.2%	68.8%	10.0%	100.0%
Upper Rose Hill Area:					
Equalizing Storage	0.89 MG	0.0%	100.0%	0.0%	100.0%
Fire-Suppression Storage	0.22 MG	0.0%	0.0%	100.0%	100.0%
Standby Storage (Net of FSS)[1]	1.06 MG	30.1%	69.9%	0.0%	100.0%
Operational Storage	0.24 MG	14.8%	75.2%	10.0%	100.0%
Lower Rose Hill Area:					
Equalizing Storage	0.38 MG	0.0%	100.0%	0.0%	100.0%
Fire-Suppression Storage	0.22 MG	0.0%	0.0%	100.0%	100.0%
Standby Storage (Net of FSS)	1.39 MG	30.1%	69.9%	0.0%	100.0%
Available for Equalizing/Standby	1.94 MG	23.6%	76.4%	0.0%	100.0%
Operational Storage	0.24 MG	22.3%	72.2%	5.5%	100.0%
Overlake Area:					
Equalizing Storage	0.72 MG	0.0%	100.0%	0.0%	100.0%
Fire-Suppression Storage	0.37 MG	0.0%	0.0%	100.0%	100.0%
Standby Storage (Net of FSS)[1]	0.62 MG	30.1%	69.9%	0.0%	100.0%
Operational Storage	0.37 MG	10.9%	67.6%	21.6%	100.0%
Total	**22.87 MG**	**4.40 MG**	**15.72 MG**	**2.75 MG**	
Percent of Total		**19.2%**	**68.7%**	**12.0%**	**100.0%**

[1]Standby storage capacity is currently limited by existing deficiency in meeting nested standby/FSS requirements.

- **Transmission & Distribution:** The City sized its transmission and distribution system to meet peak water demands and accommodate the required level of fire flow. Not all mains are oversized for fire flow, however – mains that are too small (e.g. appurtenance piping) do not have the capacity for fire flow, and

the City's largest mains are generally supply transmission mains that are not explicitly sized for fire flow. This analysis assumes that if the City did not have to provide fire suppression, 8" mains could be 6" mains (absent the need to meet residential fire-flow requirements); 10" and 12" mains could be 8" mains (absent the need to meet commercial fire-flow requirements). This analysis allocated the estimated replacement cost of mains to functions, allocating the portion attributable to fire-flow oversizing to fire suppression and the remainder between base capacity and peak capacity based on the allocation of supply assets. **Exhibit 7** summarizes the functional allocation of water mains.

Exhibit 7. Functional Allocation of Water Mains

Size	Length[1]	Replacement Cost per LF[2]	Estimated Replacement Cost ($000s)	Functional Allocation of Replacement Cost			
				Base Capacity	Peak Capacity	Fire Suppression	Total
3/4"	65 LF	$329	$ 21	30.1%	69.9%	0.0%	100.0%
1"	149 LF	$364	54	30.1%	69.9%	0.0%	100.0%
1-1/2"	149 LF	$398	59	30.1%	69.9%	0.0%	100.0%
2"	29,156 LF	$432	12,600	30.1%	69.9%	0.0%	100.0%
3"	1,670 LF	$466	779	30.1%	69.9%	0.0%	100.0%
4"	48,163 LF	$501	24,119	30.1%	69.9%	0.0%	100.0%
6"	208,964 LF	$528	110,377	30.1%	69.9%	0.0%	100.0%
8"	609,338 LF	$571	347,985	16.9%	39.3%	43.8%	100.0%
10"	41,791 LF	$607	25,372	19.2%	44.8%	36.0%	100.0%
12"	514,347 LF	$643	330,786	13.4%	31.1%	55.6%	100.0%
14"	9,413 LF	$714	6,724	30.1%	69.9%	0.0%	100.0%
16"	55,590 LF	$785	43,664	30.1%	69.9%	0.0%	100.0%
20"	24,330 LF	$821	19,986	30.1%	69.9%	0.0%	100.0%
24"	353 LF	$857	302	30.1%	69.9%	0.0%	100.0%
28"	1,518 LF	$894	1,357	30.1%	69.9%	0.0%	100.0%
Total	**1,544,995 LF**		**$924,185**	**$174,131**	**$404,907**	**$345,147**	
% of Total				**18.8%**	**43.8%**	**37.3%**	**100.0%**

[1]Based on a geographic information system (GIS) inventory data provided by the City. excludes 1,238 LF of pipe with unknown size.
[2]Estimated replacement cost utilized from the City's previous cost-of-service analysis which uses the data to make similar allocations between costs for specific utility services

- **Hydrants:** As hydrants are predominantly attributable to the conveyance of water for fire suppression, this analysis assigned the total cost of these facilities to fire suppression.

- **General/Other:** Assets not explicitly attributable to any of the functions specified above (e.g. land, buildings, telemetry) were allocated proportionally to functions of service based on the allocation of other assets.

Exhibit 8 outlines the functional allocation of the water CFC cost basis.

Exhibit 8. Functional Allocation of Water CFC Cost Basis

Component	Water CFC Cost Basis	Functional Allocation of Water CFC Cost Basis			
		Base Capacity	Peak Capacity	Fire Suppression	Total
Supply	$ 34,451,865	30.1%	69.9%	0.0%	100.0%
Treatment	8,292,539	30.1%	69.9%	0.0%	100.0%
Pumping	13,956,685	25.8%	59.9%	14.3%	100.0%
Storage	24,552,633	19.2%	68.7%	12.0%	100.0%
Transmission & Distribution	138,630,776	18.8%	43.8%	37.3%	100.0%
Hydrants	10,220,597	0.0%	0.0%	100.0%	100.0%
General	42,978,868	20.6%	50.4%	29.1%	100.0%
Total	**$273,083,963**	**$56,127,039**	**$137,507,888**	**$79,449,036**	
Percent of Total		**20.6%**	**50.4%**	**29.1%**	**100.0%**

Water System Capacity

The base-capacity and peak-capacity portions of the water CFC calculation were built into a charge per equivalent residential unit (ERU). Connections other than single-family connections were assigned ERUs using meter-flow equivalents (MFEs), a metric which defines the capacity needs of a connection based on the maximum continuous flow capacity of its meter. Because new single-family connections are often oversized to provide water service and fire flow, single-family connections were assigned 1 ERU per meter for the purpose of the CFC calculation rather than being assigned ERUs based on meter size. Given that fire-flow and related storage requirements depend solely on land-use type (regardless of meter size), the fire-suppression portion of the water CFC was built into a charge per meter.

The general methodology for estimating the applicable capacity units of the water system included three steps:

1. ***Define the existing customer base using current customer data.***

Exhibit 9 summarizes the existing water customer base:

Exhibit 9. Existing Water Customer Base (2024)

Meter Size	Maximum Continuous Flow	Number of ERUs	Number of Meters			
			Single-Family	Multi-Family & Commercial	Irrigation & Cooling Towers	Total
3/4"	20 gpm	1.00	12,658	241	139	13,038
1"	50 gpm	2.50		490	153	643
1-1/2"	100 gpm	5.00		1,002	266	1,268
2"	160 gpm	8.00		446	184	630
3"	320 gpm	16.00		78	4	82
4"	500 gpm	25.00		84	3	87
6"	1,000 gpm	50.00		11	1	12
8"	1,600 gpm	80.00		4		4
Total Meters			**12,658**	**2,356**	**750**	**15,764**
Total ERUs			**12,658**	**14,262**	**3,513**	**30,433**

2. Estimate Future System Capacity.

The next step was to determine how many ERUs the City's water system can serve (independently of when the related service connections are expected to occur). Table 10-17 of the Water System Plan indicates that based on maximum-day demand (MDD), the City's water system currently serves approximately 38,036 MDD equivalents (though the Water System Plan uses the term "ERUs," this report uses the term "MDD equivalents" to avoid confusion with the ERU definition embedded in the water CFC structure based on meters and meter size). Though Table 10-17 indicates that standby storage constraints would limit the capacity of the water system in MDD equivalents to 39,485, City staff reported that storage improvements included in the water utility's capital improvement plan would alleviate the standby storage capacity issue and enable the City to add up to an additional 22,954 MDD equivalents (for a total capacity of 60,990 MDD equivalents). This capacity would allow the water system to grow by approximately 60%. Detailed further in **Exhibit 10**, applying this growth proportionately to the existing customer base presented in **Exhibit 9** resulted in system capacity estimates of 25,277 meters and 48,798 ERUs.

3. Develop Class-Specific Cost Allocations & Weightings.

To recognize differences in how the City's various customers use its water system, the City's water CFC structure differentiates among several customer classifications as shown in **Exhibit 1**. While irrigation and cooling tower meters historically paid a CFC equal to 3.0 times the CFC applicable to a comparably sized residential or commercial meter, the current analysis introduced different weightings for each component of the CFC to recover costs more equitably from different types of users. Intended to capture differences relative to a typical single-family connection, these weightings were based on an average of 2022 – 2024 customer billing data provided by the City.

- Given that the base-capacity component of the CFC intends to recover costs attributable to a water system sized to meet demands without peaking, the weightings based on base-capacity needs were developed based on the winter-average daily demand per ERU. For this purpose, the "winter" period was defined as the first two billing periods of the year (bills sent out from January through April, which largely reflect water used from December through March). Though the City includes bills sent in November, December, and May in the "winter" period for ongoing water rates, our review of usage during these periods found that these months comprised a "shoulder season" including a blend of peak and off-peak usage (and would thus be less representative of usage without peaking).

- Because the peak-capacity component of the CFC recovers the incremental costs of oversizing the water system to meet peak demands, the weightings based on peak-capacity needs were developed based on the incremental peak demand per ERU. Given limitations in the billing data currently available, this was determined for each class as the difference between its average bimonthly demand per ERU during the systemwide peak bimonthly billing period) and its winter-average daily demand per ERU.

- The fire-suppression component was split into two parts to recognize differences in the level of service provided. The portion attributable to fire-flow conveyance was weighted based on class-specific fire-flow requirements (in gpm), while the portion attributable to fire-suppression storage was weighted based on class-specific fire-suppression storage requirements (fire-flow rate multiplied by the required duration).

Exhibit 10 summarizes the class-specific weighting factors for each component of the water CFC.

Exhibit 10. Class-Specific CFC Weighting Factors & Weighted Capacity Estimates
(Based on 2022 – 2024 Data)

	Single-Family	Multi-Family & Commercial	Irrigation & Cooling Towers	Total
System Capacity in Meters (Unweighted)	20,297	3,778	1,203	25,277
System Capacity in ERUs (Unweighted)	20,297	22,869	5,632	48,798
Winter-Average Daily Demand per ERU	128 gpd	205 gpd	116 gpd	
Base-Capacity Weighting Factor	1.00	1.60	0.91	
ERU Capacity Weighted by Base-Capacity Needs	***20,297***	***36,629***	***5,103***	***62,029***
Peak-Bimonthly Average Daily Demand per ERU	218 gpd	261 gpd	799 gpd	
Less: Winter-Average Demand per ERU	(128 gpd)	(205 gpd)	(116 gpd)	
Incremental Peak Demand per ERU	90 gpd	56 gpd	683 gpd	
Peak-Capacity Weighting Factor	1.00	0.62	7.57	
ERU Capacity Weighted by Peak-Capacity Needs	***20,297***	***14,270***	***42,649***	***77,216***
Fire Flow Requirement per WSP Section 6.4.2	1,500 gpm	3,500 gpm	N/A	
Fire-Flow Conveyance Weighting Factor	1.00	2.33	0.00	
Meter Capacity Weighted by Fire-Flow Needs	***20,297***	***8,815***	***0***	***29,112***
Required Fire-Flow Duration per WSP Section 6.4.2	120 Minutes	240 Minutes	N/A	
Fire-Suppression Storage (FSS) Requirement	0.18 MG	0.84 MG	N/A	
Fire-Suppression Storage Weighting Factor	1.00	4.67	0.00	
Meter Capacity Weighted by FSS Needs	***20,297***	***17,630***	***0***	***37,927***

In **Exhibit 10**, the weighting factors were computed by dividing the requirement applicable to a specific class by the corresponding single-family requirement. For example, the multi-family/commercial base-capacity weighting factor of 1.60 was calculated by dividing the winter-average daily demand of 205 gpd by the single-family winter-average daily demand of 128 gpd. The weighting factors were then applied to the unweighted meters or ERUs as appropriate.

The weighting factors shown in **Exhibit 10** suggest that multi-family and commercial connections use more water (on average) and peak less than a typical single-family connection, while irrigation connections use less water (on average) and peak much more than a typical single-family connection. Multi-family and commercial customers disproportionately drive the need to oversize the water system to meet higher fire-flow requirements, while irrigation users do not drive those costs at all. By better recognizing these intuitive differences in the service required by each customer class, the updated CFC structure intends to recover costs more equitably from development.

Water CFC Calculation

Exhibit 11 summarizes the calculation of the building blocks of the water CFC.

Exhibit 11. Water CFC Calculation

	Total	CFC Component by Class		
		Single Family	Multi-Family & Commercial	Irrigation & Cooling Towers
CFC Cost Basis Allocated to Base Capacity	$56,127,039			
Weighted System Capacity in ERUs	62,029			
Charge per ERU	$905	$905	$1,449	$820
CFC Cost Basis Allocated to Peak Capacity	$137,507,888			
Weighted System Capacity in ERUs	77,216			
Charge per ERU	$1,781	$1,781	$1,111	$13,485
CFC Cost Basis Allocated to Fire Flow Conveyance	$75,945,505			
Weighted System Capacity in Meters	29,112			
Charge per Meter	$2,609	$2,609	$6,087	$ -
CFC Cost Basis Allocated to Fire Suppression Storage	$3,503,531			
Weighted System Capacity in Meters	37,927			
Charge per Meter	$92	$92	$431	$ -
Total Charge per ERU		**$2,686**	**$2,560**	**$14,305**
Total Charge per Meter		**$2,701**	**$6,518**	**$ -**

Water Distribution Credits

Consistent with the previous CFC calculation, donated assets and future capital projects that are intended to be grant funded were built into a water distribution CFC credit to recognize the value of hydrants, transmission and distribution mains, and pumping facilities that (a) a developer constructs to serve the property, (b) are funded through a local improvement district, or (c) for which reimbursement fees are paid. Based on a review of the updated water CFC cost basis, the water distribution credit was revised to equal 45.5% of the transmission and distribution component and 65.2% of the hydrant component of the water CFC.

Single-Family ERU Definition

As shown in **Exhibit 1**, the existing single-family water CFC structure assigns ERUs based on home size (as defined by total living area) in square feet (SF). Based on a sample of 2008 water consumption data that the City provided for a 2009 CFC review,

- Homes with 2,400 SF of living area or less are designated "small homes" and assigned 0.67 ERUs.
- Homes with 2,401 – 3,300 SF of living area are designated "medium homes" and assigned 0.99 ERUs.
- Homes with more than 3,300 SF of living area are designated "large homes" and assigned 1.38 ERUs.

These tiers were loosely set to capture 25% of homes in the "small" category, 50% in the "medium" category, and 25% in the "large" category based on the sample of homes that the City was able to provide in 2009. In 2021,

King County revised its wastewater capacity charge to establish a tiered single-family ERU assignment based on home size. King County assigns 0.81 ERUs to homes with less than 1,500 SF of living area, 1.00 ERU to homes with 1,500 – 2,999 SF of living area, and 1.16 ERUs to homes with a total living area of 3,000 SF or more. The City has expressed interest in updating its wastewater ERU assignment policy to match the County's current methodology. Though ERU assignments for water service can justifiably differ from those made for wastewater service (customer behavior impacts water demand differently than wastewater flow), we believe that it would be appropriate to align the home size classifications for the single-family water CFCs with those that the City expects to adopt for its residential wastewater CFC structure.

For this purpose, FCS obtained records from the King County Assessor encompassing approximately 11,600 single-family properties located within the City's primary zip code (98052). The data indicated average living areas of 1,251 SF for homes with less than 1,500 SF of living area, 2,190 SF for homes with 1,500 – 2,999 SF of living area, and 3,612 SF for homes with 3,000 SF or more in total living area. Based on the average amount of living area in the dataset, the updated water CFCs reflect the following single-family ERU assignments:

- Homes with less than 1,500 SF of living area are designated "small homes" and assigned 0.57 ERUs.
- Homes with 1,500 – 2,999 SF of living area are designated "medium homes" and assigned 1.00 ERU.
- Homes with living area of 3,000 SF or more are designated "large homes" and assigned 1.65 ERUs.

The ERU assignments above rely on the premise that the expected number of occupants (which is a key indicator of expected water usage) generally increases with home size. It is worth noting that although the number of expected occupants can be used to estimate the demand for indoor water use, it does not capture peak water usage for outdoor irrigation. Balancing the goal of equitable cost recovery with the need to keep the CFC structure relatively easy to administer, we believe that this approach remains reasonable for two reasons:

1. The City can adopt a policy requiring the installation of a separate irrigation meter (which would continue to be assigned ERUs based on meter size) for properties with multiple dwelling units. This might not be needed in instances where a single-family home is adding an accessory dwelling unit (ADU) but could make sense for other types of middle-housing redevelopment.

2. To the extent that the recent middle-housing initiatives are successful in increasing housing density, irrigation will likely become less of an issue due to space constraints.

Water CFC Schedule

Exhibit 12 provides an updated schedule of charges based on the CFC components outlined in **Exhibit 11**.

Exhibit 12. Updated Water CFC Schedule

Water CFC Schedule	Total CFC	Distribution Credit	Net CFC	Existing CFC Net of Credits
Single-Family Residential[1]				
Small Home (Less Than 1,500 SF)	$4,230	$1,360	$2,870	$2,040
Medium Home (1,500 – 2,999 SF)	$5,380	$1,590	$3,790	$3,010
Large Home (3,000 SF+)	$7,130	$1,950	$5,180	$4,200
Commercial & Multi-Family				
3/4" Meter	$9,070	$2,950	$6,120	$3,050
1" Meter	$12,910	$3,750	$9,160	$7,615
1-1/2" Meter	$19,320	$5,080	$14,240	$15,230
2" Meter	$27,000	$6,670	$20,330	$24,370
3" Meter	$47,400	$10,900	$36,500	$48,740
4" Meter	$70,500	$15,700	$54,800	$76,150
6" Meter	$134,500	$29,000	$105,500	$152,300
8" Meter	$211,300	$44,900	$166,400	$243,700
Irrigation & Cooling Towers				
3/4" Meter	$14,300	$2,890	$11,410	$9,130
1" Meter	$35,760	$7,220	$28,540	$22,820
1-1/2" Meter	$71,520	$14,430	$57,090	$45,650
2" Meter	$114,430	$23,080	$91,350	$73,040
3" Meter	$228,800	$46,100	$182,700	$146,060
4" Meter	$357,600	$72,200	$285,400	$228,200
6" Meter	$715,200	$144,300	$570,900	$456,500
8" Meter	$1,144,300	$230,800	$913,500	$730,400

[1]Includes townhome and cottage housing units.

Exhibit 12 shows that under the updated structure, the net water CFC would increase for most new connections. Key drivers behind this outcome include:

- The net cost basis increased by $89.5 million (49%) since the water CFC was last calculated in 2017. This increase was offset somewhat by an increase in the denominator – while the prior CFC calculation based the denominator on growth projected over the planning period for the capital improvement plan, the current analysis included a deeper review of how many ERUs the water system *can* serve based on its capacity. This change intended to recognize that the existing water system and planned capital improvements will be able to serve growth beyond the planning period.

- The introduction of a CFC component for fire-suppression changed how costs are recovered from connections of different sizes. Because fire-flow and related storage requirements do not increase for customers with larger meters, costs related to fire suppression are more equitably recovered equally from

all connections within a given land-use type. Given that the existing CFC structure scales entirely with the assigned number of ERUs, this change increases what connections with smaller meters pay while decreasing what connections with larger meters pay. Because of this, **Exhibit 12** shows that commercial and multi-family connections that are larger than 1" would pay less under the updated CFC schedule than they would pay under the existing CFC schedule.

- Irrigation and cooling-tower connections have historically paid about three times the CFC that a comparably sized residential or commercial connection would pay (with differences due to rounding) based on their disproportionate contributions to the water system's peak-capacity needs. **Exhibit 10** shows irrigation and cooling-tower connections being charged 7.57 times what a single-family connection is charged for incremental peak capacity based on how they typically use the water system. The updated analysis splits the CFC into base-capacity, peak-capacity, and fire-suppression components, offsetting the increased allocation of peak-capacity costs to recognize that these connections typically use less water than other connections outside of peak-demand periods and do not require water for fire suppression.

Wastewater Capital Facilities Charge

Cost Basis

Based on City-provided documents including plant-in-service records as of year-end 2024, current construction work in progress, and capital improvement plans from 2025-2030, **Exhibit 13** summarizes the cost basis for the wastewater CFC calculation.

Exhibit 13. Wastewater CFC Cost Basis

Cost Basis Component	Cost Basis Calculation
Plant-In-Service as of Year-End 2024	$104,228,008
Plus: Construction Work In Progress	286,834
Plus: Capital Improvement Plan	
Upgrade/Expansion	24,466,088
Repair/Replacement	1,824,077
Less: Provision for Retirement of Existing Assets	(273,145)
Plus: Eligible Interest Accrual	31,240,695
Less: Costs Not Included in CFC Cost Basis	(976,832)
Total Cost Basis	**$160,795,725**

Wastewater System Capacity

The wastewater CFC calculation defines capacity units based on ERUs, which standardizes the flow of wastewater to the amount produced by a single-family residence. Similar to the water CFC, 2024 customer data was utilized to estimate the current number of ERUs as shown in **Exhibit 14**.

Exhibit 14. Existing Wastewater Customer Base (2024)

Customer Type	Number of ERUs	Source
Single Family	12,658	Water Meter Count
Multi-Family	14,087	City MF dwelling unit data[1]
Commercial	6,077	Water Meter Flow Equivalents
Cooling Towers	11	Water Meter Flow Equivalents x 15%[2]
Total ERUs	**32,833**	

[1]City records indicated a total of 22,360 multi-family dwelling units, which were assigned 0.63 ERUs each consistent with King County's current capacity charge methodology.

[2]Cooling towers were assigned 15% of the ERUs that would apply to a comparable commercial meter, given the assumption that 85% of their water usage evaporates in the cooling process and does not enter the wastewater system.

As noted above for the water CFC calculation, information provided by City staff suggested that the water system could grow by roughly 60% based on current supply capacity. Assuming new growth will generally occur as both new water customers and new wastewater customers, the estimated ERU capacity of the wastewater system was estimated by increasing the existing ERU estimate by the same amount (on a percentage basis) as the estimated potential growth in the water system. The resulting estimate of wastewater system capacity was 52,647 ERUs.

Wastewater CFC Calculation

Dividing the total eligible cost of $160,795,725 by the total capacity of 52,647 ERUs results in a maximum wastewater CFC of $3,054 per ERU.

Wastewater Collection Credits

Consistent with the previous CFC calculation, donated assets and future capital projects that are intended to be grant funded were built into a wastewater collection CFC credit to recognize the value of sewer mains, manholes, and pump stations that (a) a developer constructs to serve the property, (b) are funded through a local improvement district, or (c) for which reimbursement fees are paid. Based on a review of the updated wastewater CFC cost basis, the wastewater collection credit was revised to equal 38.9% of the wastewater CFC.

Residential ERU Definition

As noted above in the water CFC calculation, King County revised its wastewater capacity charge in 2021 to establish a tiered single-family ERU assignment based on home size. King County assigns 0.81 ERUs to homes with less than 1,500 SF of living area, 1.00 ERU to homes with 1,500 – 2,999 SF of living area, and 1.16 ERUs to homes with a total living area of 3,000 SF or more. In addition, the County assigns 0.81 ERUs per unit to multi-unit structures with between two and four dwelling units, 0.63 ERUs per unit to multi-unit structures with five or more dwelling units, 0.59 ERUs per accessory dwelling unit, and 0.35 ERUs to microunits. Recognizing that the City has historically linked its residential wastewater CFC structure to King County's structure, the updated wastewater CFC structure incorporates the updated ERU assignments.

Wastewater CFC Schedule

Exhibit 15 provides an updated schedule of wastewater CFCs, comparing the net CFC payable by most connections to the existing charges.

Exhibit 15. Updated Wastewater CFC Schedule

Wastewater CFC Schedule	Total CFC	Collection Credit	Net CFC	Existing CFC Net of Credits
Single-Family Residential[1]				
Small Home (Less Than 1,500 SF)	$2,470	$960	$1,510	$1,160
Medium Home (1,500 – 2,999 SF)	$3,050	$1,190	$1,860	$1,160
Large Home (3,000 SF+)	$3,540	$1,380	$2,160	$1,160
Other Residential				
Duplex	$4,940	$1,920	$3,020	$1,850
Triplex	$7,420	$2,890	$4,530	$2,770
Fourplex	$9,890	$3,850	$6,040	$3,700
More Than Four Units (Per Unit)	$1,920	$750	$1,170	$740
Mobile Homes (Per Space)	$3,050	$1,190	$1,860	$1,160
Residential Suites (Per Unit)	$1,060	$410	$650	$370
Commercial				
3/4" Meter	$3,050	$1,190	$1,860	$1,160
1" Meter	$7,630	$2,970	$4,660	$2,890
1-1/2" Meter	$15,270	$5,940	$9,330	$5,780
2" Meter	$24,430	$9,500	$14,930	$9,240
3" Meter	$48,800	$19,000	$29,800	$18,480
4" Meter	$76,300	$29,700	$46,600	$28,880
6" Meter	$152,700	$59,400	$93,300	$57,760
8" Meter	$244,300	$95,000	$149,300	$92,440
Cooling Towers				
3/4" Meter	$450	$170	$280	$170
1" Meter	$1,140	$440	$700	$430
1-1/2" Meter	$2,290	$890	$1,400	$870
2" Meter	$3,660	$1,420	$2,240	$1,390
3" Meter	$7,300	$2,900	$4,400	$2,760
4" Meter	$11,400	$4,400	$7,000	$4,320
6" Meter	$22,900	$8,900	$14,000	$8,680
8" Meter	$36,600	$14,200	$22,400	$13,880

[1]Includes townhome and cottage housing units.

Exhibit 15 generally shows an increase of around 60% in the wastewater CFCs. This increase is largely explained by an increase of $70.5 million (78%) in the cost basis due to a net of approximately $38.1 million in existing infrastructure investments, $10.4 million in additional interest accrued on existing assets, and an increase of $22.0 million in planned future capital projects. Given the wastewater utility's recent investments in infrastructure, the maximum wastewater collection credit decreased from 60% to 38.9% of the wastewater CFC. Offsetting these factors was an increase in the estimated ERU capacity of the wastewater system that resulted from estimating how many ERUs the City can add to its water and wastewater systems based on system capacity.

Stormwater Capital Facilities Charge

Cost Basis

Unlike the water and wastewater CFC calculations, only utility-funded costs are included in the stormwater CFC (as opposed to calculating a credit). Based on City-provided documents including plant-in-service records as of year-end 2024, current construction work in progress, and capital improvement plans from 2025-2030, **Exhibit 16** summarizes the cost basis for the stormwater CFC calculation.

Exhibit 16. Stormwater Cost Basis by Area

Cost Basis Component	Citywide	Overlake	Downtown	Total
Plant-In-Service as of Year-End 2024	$128,465,313	$41,731,625	$22,918,327	$193,115,265
Less: Contributed/Grant-Funded Assets	(34,537,394)	(1,075,725)	(2,083,646)	(37,696,764)
Plus: Construction Work In Progress	1,302,509	5,445,495	188,366	6,936,371
Plus: Capital Improvement Plan				
Upgrade/Expansion	33,479,576	15,475,895	-	48,955,471
Repair/Replacement	10,185,726	272,665	-	10,458,391
Less: Provision for Retirement of Existing Assets	(896,059)	(26,874)	-	(922,934)
Less: Grants/Developer Contributions	(480,393)	(1,578,000)	-	(2,058,393)
Plus: Eligible Interest Accrual	33,743,160	11,451,561	7,717,064	52,911,784
Total Cost Basis	**$171,262,438**	**$71,696,641**	**$28,740,111**	**$271,699,190**

As shown in Exhibit 16, the cost basis is split into Citywide and sub-basin (Overlake/Downtown) components to support the calculation of the sub-basin CFCs provided for in RMC 13.20.045 and RMC 13.20.047. The sub-basin CFCs apply in lieu of requirements to construct onsite stormwater detention and water quality facilities that apply elsewhere in the City.

Stormwater System Capacity

The stormwater CFC calculation defines capacity units based on impervious units (IUs), which intent to quantify the "impervious footprint" on a typical single-family parcel (RMC 13.18.040 defines an IU as 2,000 SF of impervious surface area). All single-family parcels are assigned 1 IU while other parcels are assigned IUs based on measured impervious area.

Citywide

The IU capacity for the Citywide portion of the charge was developed using 2021 billing data provided by the City and buildable-land estimates from King County's 2021 Urban Growth Capacity Report.

2021 billing data indicated that the City billed $13,455,299 for stormwater service – at the 2021 rate of $16.56 per month per IU, the 2021 billing equated to 67,710 billed impervious units.

The Urban Growth Capacity Report indicated that as of 2021, the City had 91.73 acres of vacant land and 277.31 acres of land available for redevelopment. Converting the acres into square feet, conservatively assuming 80% of that land would be impervious, and dividing the resulting estimate of future impervious area by the City's definition of 2,000 SF per IU, we calculated that the buildable land in the City could support an additional 6,430 IUs before the City reaches buildout.

Adding the 2021 IUs and the potential new IUs by buildout results in an estimated IU capacity of 74,140 IUs for the Citywide CFC.

Overlake and Downtown

City staff estimated that the Overlake sub-basin could accommodate 6,993 IUs and the Downtown sub-basin could accommodate 8,558 IUs before reaching buildout.

Stormwater CFC Calculation

Exhibit 17 shows the calculation of the stormwater CFC by area.

Exhibit 17. Stormwater CFC Calculation by Area

Cost Basis Component	Citywide	Overlake	Downtown
Total Cost Basis	$171,262,438	$71,696,641	$28,740,111
System Capacity in IUs	74,140	6,993	8,558
Charge per IU	**$2,310**	**$10,253**	**$3,358**
Existing Charge per IU	***$1,342***	***$10,929***	***$5,979***

Key drivers of the changes in the charges are described below:

- Citywide CFC: The Cost basis increased by approximately 74% since the last update due to the addition of assets, the accrual of interest of existing assets, and the incorporation of the most recent capital plan, while the total estimated IU capacity remained comparable (74,140 versus 73,421 IUs).
- Overlake CFC: While the cost basis remained relatively similar to the estimate used in the last study, the estimated number of IUs that could be served increased by about 6%.
- Downtown: The cost basis decreased by approximately 27% as previously planned capital costs were removed from the upcoming capital plan. Additionally, the number of IUs that could be served by the region increased by approximately 30% due to an updated estimate provided by City staff.

Capital Facilities Charges (CFC) Update

October 23, 2025

Hailey Zurcher, Financial Planning Manager
Chris Stenger, Deputy Public Works Director
Chris Gonzalez, Principal, FCS

Redmond
WASHINGTON

Agenda

- Background
- Capital Facilities Charge Methodology
- Presentation of Draft Results
  - Water Connection Fees
  - Wastewater Connection Fees
  - Stormwater CFCs
- Next Steps
- Questions

Background

- What are Capital Facilities Charges?
  - One-time charges
  - Applied to new development as a condition of connecting to utility infrastructure
  - Recovers the cost to provide system capacity to new customers
  - Ensures equity in payment between existing and new utility customers
  - All proceeds must be used for utility capital improvements

Background

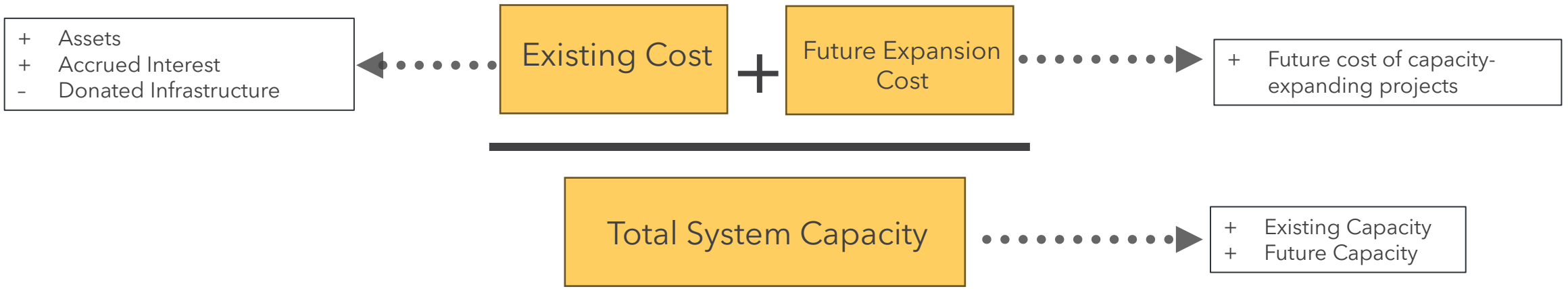
- Charges in Redmond
  - Water Connection Fees
  - Wastewater Connection Fees
  - Stormwater Capital Facilities Charges
    - Citywide
    - Downtown
    - Overlake

Background

- Why Update? Why Now?
  - Per Redmond Code, Connection and Capital Facilities Charges should be reviewed and updated biennially, in each odd-numbered year
  - The last CFC update was in June 2018
  - 2023 Water System Plan provides system data to inform the process
  - Updating CFCs ensures:
    - The most accurate cost-basis
    - Best practices in calculation methodology
    - Equitable share of the total cost of the system between existing customers and new development

CFC Calculation Methodology

- Current Water & Wastewater Calculation



CFC Calculation Methodology

- Current Stormwater CFC methodology and Updated Water/Wastewater methodology
- "Average-Cost" methodology

Single-Family Residential Definition

- Current
  - Small Home (0-2,400 SF)
  - Medium Home (2,401-3,300 SF)
  - Large Home (3,301+ SF)
- Updated
  - Small Home (Less than 1,500 SF)
  - Medium Home (1,500-2,999 SF)
  - Large Home (3,000+ SF)
- Include in Wastewater Connection Calculation
- Align with King County Definitions

Water Connection Charges

Water Connection Charges

Water CFC Schedule	Total CFC		CFC Net of Distribution Credit	
	Current	*Updated*	*Current*	*Updated*
Single-Family Residential[1]				
Small Home (Less Than 1,500 SF)	$3,050	$4,230	$2,040	$2,870
Medium Home (1,500 – 2,999 SF)	$4,510	$5,380	$3,010	$3,790
Large Home (3,000 SF+)	$6,290	$7,130	$4,200	$5,180
Commercial & Multi-Family:				
3/4″ Meter	$4,560	$9,070	$3,050	$6,120
1″ Meter	$11,390	$12,910	$7,615	$9,160
1-1/2″ Meter	$22,780	$19,320	$15,230	$14,240
2″ Meter	$36,450	$27,000	$24,370	$20,330
3″ Meter	$72,900	$47,400	$48,740	$36,500
4″ Meter	$113,900	$70,500	$76,150	$54,800
6″ Meter	$227,800	$134,500	$152,300	$105,500
8″ Meter	$364,500	$211,300	$243,700	$166,400
Irrigation & Cooling Towers:				
3/4″ Meter	$13,670	$14,300	$9,130	$11,410
1″ Meter	$34,170	$35,760	$22,820	$28,540
1-1/2″ Meter	$68,350	$71,520	$45,650	$57,090
2″ Meter	$109,360	$114,430	$73,040	$91,350
3″ Meter	$218,700	$228,800	$146,060	$182,700
4″ Meter	$341,700	$357,600	$228,200	$285,400
6″ Meter	$683,500	$715,200	$456,500	$570,900
8″ Meter	$1,093,600	$1,144,300	$730,400	$913,500

[1]Includes townhome and cottage housing units.

Wastewater Connection Charges

Wastewater Connection Charges

Wastewater CFC Schedule	Total CFC		CFC Net of Credit	
	Current	*Updated*	*Current*	*Updated*
Single-Family Residential[1]				
Small Home (Less Than 1,500 SF)	$2,890	$2,470	$1,160	$1,510
Medium Home (1,500 – 2,999 SF)	$2,890	$3,050	$1,160	$1,860
Large Home (3,000 SF+)	$2,890	$3,540	$1,160	$2,160
Other Residential				
Duplex	$4,620	$4,940	$1,850	$3,020
Triplex	$6,930	$7,420	$2,770	$4,530
Fourplex	$9,240	$9,890	$3,700	$6,040
More Than Four Units (Per Unit)	$1,850	$1,920	$740	$1,170
Mobile Homes (Per Space)	$2,890	$3,050	$1,160	$1,860
Residential Suites (Per Unit)	$920	$1,060	$370	$650

[1]Includes townhome and cottage housing units.

Wastewater Connection Charges

Wastewater CFC Schedule	Total CFC		CFC Net of Credit	
	Current	*Updated*	*Current*	*Updated*
Commercial:				
3/4″ Meter	$2,890	$3,050	$1,160	$1,860
1″ Meter	$7,220	$7,630	$2,890	$4,660
1-1/2″ Meter	$14,440	$15,270	$5,780	$9,330
2″ Meter	$23,110	$24,430	$9,240	$14,930
3″ Meter	$46,200	$48,800	$18,480	$29,800
4″ Meter	$72,200	$76,300	$28,880	$46,600
6″ Meter	$144,400	$152,700	$57,760	$93,300
8″ Meter	$231,100	$244,300	$92,440	$149,300
Cooling Towers:				
3/4″ Meter	$430	$450	$170	$280
1″ Meter	$1,080	$1,140	$430	$700
1-1/2″ Meter	$2,170	$2,290	$870	$1,400
2″ Meter	$3,470	$3,660	$1,390	$2,240
3″ Meter	$6,900	$7,300	$2,760	$4,400
4″ Meter	$10,800	$11,400	$4,320	$7,000
6″ Meter	$21,700	$22,900	$8,680	$14,000
8″ Meter	$34,700	$36,600	$13,880	$22,400

Stormwater Capital Facilities Charges

Stormwater Capital Facilities Charges

Stormwater CFC Per Impervious Unit	Total CFC	
	Current	*Updated*
Citywide	$1,342	$2,310
Downtown	$5,979	$3,358
Overlake	$10,929	$10,253

Next Steps

- City Council Communication
  - Finance & Administration Committee of the Whole - **November 12, 2025**
  - Business Meeting Consent – **November 18, 2025**

- New fees and charges effective January 1, 2026

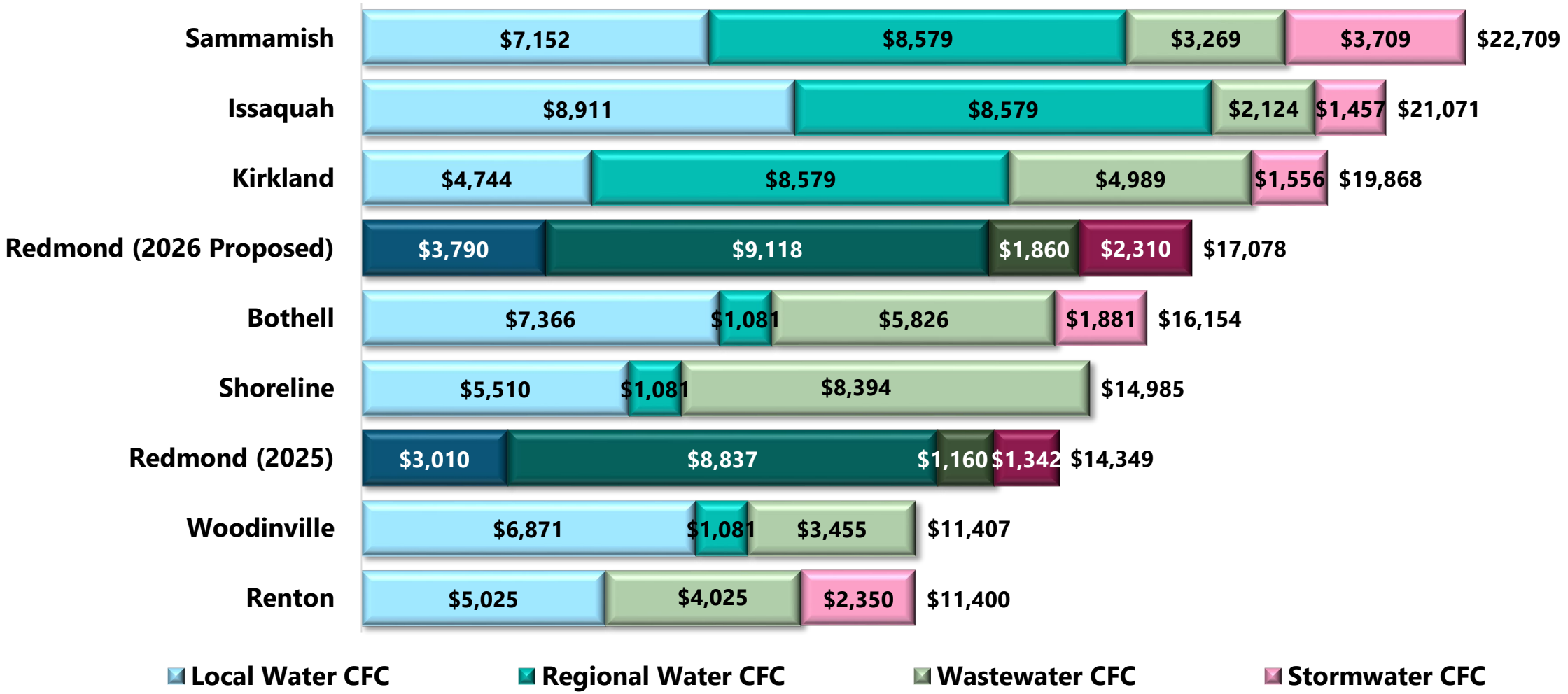
Thank You

Any Questions?

Hailey Zurcher hzurcher@redmond.gov

Redmond
WASHINGTON

Comparison of Combined CFC for Standard Single-Family Residential Connection



Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-183
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 #4

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

OVERVIEW STATEMENT:
An Ordinance amending Ordinance Nos. 3196, 3215, 3224, and 3229 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, make minor corrections identified throughout the biennium, and establish a Capital Improvement Program (CIP) Fund for the Business Technology Investment Program (BTIP).

General Fund (100): $458,809

a) Junior Fire Chief Program Reimbursement - $30,000
The Fire Department received sponsorship funds from Amazon.com to support the Junior Fire Chief Program. The funds received by Amazon.com are sufficient to support the 2025 and 2026 program expenditures.

b) Port of Seattle Grant - $120,000
On September 16, 2025 (AM No. 25-126), the City Council approved the acceptance of the Port of Seattle Economic Development Grant in the amount of $120,000 for 2025 and 2026 programming. Funds will support district development, World Cup activations, and Startup425 programming.

c) SPAR Grant - $6,000
On September 16, 2025 (AM No. 25-127), the City Council approved the acceptance of the Accept Simple Possession Advocacy Representation (SPAR) Grant. The state provides this grant funding to reimburse cities for public defense costs incurred in the representation of adults charged with misdemeanor drug possession or public use offense.

d) World Cup Event Programming Reimbursement - $135,000
The Planning Department received sponsorship funds from Amazon.com to support World Cup activities. The funding will be utilized for the following:

- World Cup Watch Party - $15,000
- Outdoor Screen - $100,000
- Match Draw Party - $10,000
- Futbol for All - $10,000

e) FEMA Knox Box and Structural Collapse Equipment Grants - $167,809
The Fire Department received two equipment grants from FEMA for Knox Box and Structural Collapse Equipment. This adjustment recognizes the cash value of the received equipment.

Arts Activity Fund (011): $108,000

f) King County 4Culture Grant - $108,000
On May 6, 2025 (AM No. 25-067), the City Council approved the acceptance of the 4Culture grant funding for Cultural Arts Programming, including the sixth annual Public Art Intensive Eastside workshop and the temporary public art exhibit at the third annual Downtown Redmond Art Walk. The total award is $72,000 in 2025 and $72,000 in 2026, and the biennial budget already includes $18,000 per year. This adjustment adds the additional $54,000 per year to the biennial budget.

Human Services Fund (019): $6,000

g) King County Veterans, Seniors, and Human Services Levy (VSHSL) Grant - $6,000
On September 16, 2025 (AM No. 25-128), the City Council approved the acceptance of the King County Veterans, Seniors, and Human Services Levy (VSHSL) Grant in the amount of $6,000. The funding will be used to support the City's comprehensive case management services for people experiencing homelessness or housing insecurity.

Parks Capital Projects Fund (315): $708,550

h) Washington Department of Commerce Grant - Idylwood Park - $208,550
The Parks Department received grant funding, through a state earmark, in the amount of $208,550 from the Washington Department of Commerce to support the Idylwood Park Parking Lot Expansion & Frontage Improvements project. This adjustment recognizes the revenue and increases the project budget accordingly.

i) Washington Recreation and Conservation Grant - $500,000
On May 21, 2024 (AM No. 24-066), the City Council approved a resolution for the Parks Department to apply for a Washington Wildlife and Recreation Program grant to assist in funding Southeast Redmond Neighborhood Park construction. In June of 2025, this grant was awarded in the amount of $500,000.

General Governmental Capital Fund (319) $894,796

j) Washington Department of Commerce Grant - Intercultural City Services Center - $616,920
On July 21, 2025, the City of Redmond was awarded a grant, through a state earmark, from the Washington State Department of Commerce in the amount of $616,920. The funds will be utilized to purchase and build a city services space on the ground floor of Bellwether's Prisma project.

k) United States Department of Energy Grant - $143,150

On June 3, 2025 (AM No. 25-093), the City Council approved the acceptance of the Department of Energy Energy Efficiency and Conservation Block Grant (EECBG) in the amount of $143,150. The funding will be used for the Public Safety Building energy efficiency upgrades project to support compliance with the Clean Buildings Performance Standard.

l) Puget Sound Energy (PSE) Rebate - $134,726

The City of Redmond implemented energy efficiency improvements as part of the Public Safety Building project and LED lighting updates in City Hall. These improvements allowed the City to meet Puget Sound Energy energy efficiency targets, and PSE awarded the City of Redmond with energy rebates in the amount of $134,726. The rebates will be added back into the project budgets as follows:

- Public Safety Building - Phase 2 - $28,255
- Sustainability LED Lighting Building Retrofit - $106,471

Business Technology Investment Program Fund (320): $10,285,980

m) Establishment of a Business Technology Investment Program (BTIP) Fund - $10,285,980

The Business Technology Investment Program (BTIP) currently operates out of the Information Technology Fund (520), along with the TIS operating expenditures. Now that the program has grown, and continues to expand, the Finance Department has recognized the need for a separate fund for BTIP expenditures. The funds proposed here are already budgeted within fund 520, and this adjustment simply transfers the BTIP expenditures from 520 to the new fund, 320.

Water Capital Projects Fund (403)

n) Washington Department of Commerce Grant - $970,000

On July 21, 2025, the City of Redmond was awarded a grant, through a state earmark, from the Department of Commerce in the amount of $970,000. The funding is to be utilized for the Asbestos Cement Pipe Replacement portion of the Pavement Management - Avondale Road (NE 90th St to Novelty Hill Road) project. The project is already existing in the CIP, and this award is intended to supplant the current funding.

Information Technology Fund (520) - ($9,573,369)

o) TIS Department Staffing Funding Corrections - $712,611

There are two positions within the TIS department that are currently funded out of funding sources that do not align with their job descriptions:

- The Technical Systems Coordinator was originally funded out of the Police Levy (036) fund, as it once fully supported the Police Department. As the work of this position has evolved to be more central to the TIS department, it is appropriate to transfer the budget from the Police Levy fund to the Information Technology fund. The expenditures will be funded with a transfer from the General Fund. In order to mitigate the impact on the General Fund, a similarly budgeted position in the Police Department will be transferred from the General Fund to the Police Levy fund.
- The Business Analyst position was originally funded out of the Stormwater Management (405) fund, as the position used to reside in the Public Works Department. During the 2025-2026 budget process, the position was transferred to the TIS Department, but the funding remained in Stormwater Management. This adjustment transfers the budget from the Stormwater Management fund to the Information Technology fund to correct the department funding.

p) Establishment of BTIP Fund - ($10,285,980)
As described above, the Finance Department has recognized the need to establish a separate fund for the BTIP program. This adjustment moves existing BTIP budget from the Information Technology fund to the newly created BTIP fund. The net budget impact to the City is zero.

☒ **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:
$3,858,766

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
11/12/2025	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 #4
Exhibit 1: Summary of 2025-2026 Budget Adjustment #4

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, AND 3229, BY MAKING ADJUSTMENTS TO THE CITY'S 2025-2026 BIENNIAL BUDGET, IN EXHIBIT 1, AND ESTABLISHING A BUSINESS TECHNOLOGY INVESTMENT PROGRAM FUND.

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2025-2026 biennial City budget; and

WHEREAS, the Finance Director has identified the need to establish a separate fund to account for Business Technology Investment Program (BTIP) expenditures; 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, and Ordinance No. 3229 amending the 2025-2026 biennial budget and passed by the City Council on October 7, 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. A Capital Improvement Program (CIP) fund known as the "Business Technology Investment Program" fund is established. The fund accounting code shall be designated as "320".

Section 3. 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 4. 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 _____, 2025.

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)	#4A TIS Staffing Funding Correction	#4B King County 4Culture Grant	#4C Junior Fire Chief Program Reimbursement
100	General Fund	$ 339,604,752	$ 222,038	$ -	$ -	$ -	$ -	$ 30,000
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)	-	-	-	-
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	-	-	-
316	Transportation Capital Project	75,770,657	1,518,000	(468,318)	-	-	-	-
319	General Governmental Capital	37,332,798	72,500	3,083,318	-	-	-	-
320	Business Technology Investment Program	-	-	-	-	-	-	-
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	-	-	-	-
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	-	352,162	-	-
		$ 1,220,733,158	**$ 4,885,296**	**$ 31,744,778**	**$ 10,950,000**	**$ 352,162**	**$ 108,000**	**$ 30,000**

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	#4D Intercultural City Services Center Commerce Grant	#4E King County VSHSL Grant	#4F Port of Seattle Grant	#4G SPAR Grant	#4H WA Department of Commerce Grant (Idylwood Park)	#4I WA Department of Commerce Grant (AC Pipe Replacement)	#4J WA Recreation and Conservation Grant
100	General Fund	$ -	$ -	$ 120,000	$ 6,000	$ -	$ -	$ -
011	Arts Activity	-	-	-	-	-	-	-
012	Parks Maintenance & Operations	-	-	-	-	-	-	-
013	Community Events	-	-	-	-	-	-	-
019	Human Services Grant Fund	-	6,000	-	-	-	-	-
020	Fire Equipment Reserve	-	-	-	-	-	-	-
021	Operating Reserve	-	-	-	-	-	-	-
025	COVID Recovery Fund	-	-	-	-	-	-	-
027	Capital Replacement Reserve	-	-	-	-	-	-	-
030	Business Tax	-	-	-	-	-	-	-
031	Real Property Fund	-	-	-	-	-	-	-
035	Fire Levy Fund	-	-	-	-	-	-	-
036	Police Levy Fund	-	-	-	-	-		
037	Parks Levy Fund	-	-	-	-	-	-	-
095	Parks Maintenance Projects	-	-	-	-	-	-	-
096	Transportation Maintenance Project	-	-	-	-	-	-	-
099	General Governmental Maint	-	-	-	-	-	-	-
110	Recreation Activity	-	-	-	-	-	-	-
115	Development Review	-	-	-	-	-	-	-
117	Cable Access Fund	-	-	-	-	-	-	-
118	Operating Grants	-	-	-	-	-	-	-
122	Advanced Life Support	-	-	-	-	-	-	-
124	Fire Donations Fund	-	-	-	-	-	-	-
125	Real Estate Excise Tax	-	-	-	-	-	-	-
126	Drug Enforcement	-	-	-	-	-	-	-
131	Tourism (Hotel/Motel Tax)	-	-	-	-	-	-	-
140	Solid Waste Recycling	-	-	-	-	-	-	-
150	Transportation Benefit District	-	-	-	-	-	-	-
233	Non-Voted GO Bonds - Parks	-	-	-	-	-	-	-
315	Parks Capital Projects	-	-	-	-	208,550	-	500,000
316	Transportation Capital Project	-	-	-	-	-	-	-
319	General Governmental Capital	616,920	-	-	-	-	-	-
320	Business Technology Investment Program	-	-	-	-	-	-	-
361	CFD 2014-1	-	-	-	-	-	-	-
362	CFD 2016-1	-	-	-	-	-	-	-
401	Water/Wastewater	-	-	-	-	-	-	-
402	UPD - Water/Wastewater	-	-	-	-	-	-	-
403	Water/Wastewater Capital Proj	-	-	-	-	-	970,000	-
404	Wastewater Capital Project	-	-	-	-	-	-	-
405	Stormwater Management	-	-	-	-	-	-	-
406	Stormwater Management Capital	-	-	-	-	-	-	-
407	UPD - Capital Projects	-	-	-	-	-	-	-
408	UPD Wastewater Capital Project	-	-	-	-	-	-	-
501	Fleet Maintenance	-	-	-	-	-	-	-
510	Insurance Claims & Reserves	-	-	-	-	-	-	-
511	Medical Self Insurance	-	-	-	-	-	-	-
512	Worker's Compensation	-	-	-	-	-	-	-
520	Information Technology	-	-	-	-	-	-	-
		$ 616,920	**$ 6,000**	**$ 120,000**	**$ 6,000**	**$ 208,550**	**$ 970,000**	**$ 500,000**

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	#4K World Cup Reimbursement	#4L BTIP Fund Establishment	#4M FEMA Grants - Fire	#4N TIS Staffing Funding Correction	#4O Public Safety Building Energy Grants	#4P Puget Sound Energy Rebate	Revised 2025-2026 Budget
100	General Fund	$ 135,000	$ -	$ 167,809	$ -	$ -	$ -	$ 340,285,599
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	-	-	-	-	-	-	25,046,971
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	-	-	-	-	171,405	106,471	41,383,412
320	Business Technology Investment Program	-	10,285,980	-	-	-	-	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	-	(10,285,980)	-	360,449	-	-	27,468,019
		$ 135,000	**$ -**	**$ 167,809**	**$ 360,449**	**$ 171,405**	**$ 106,471**	**$ 1,272,171,998**

Notes:
Ordinance #3196 establishing the 2025-2026 budget was approved by Council on November 19, 2024.

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-184
Type: Consent Item

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

Parks	Loreen Hamilton	425-979-8280

DEPARTMENT STAFF:

Parks	Lindsey Falkenburg	Parks Planning Manager

TITLE:
Approval to Rebuild the Teen Center on the Same Location. Prioritize Expedience in Construction, Centering Teen Voices in the Design Process, and Including Music Performance Space and a Dedicated Recording Studio to Continue the Old Firehouse Teen Center Legacy

OVERVIEW STATEMENT:
The Old Fire House Facility Recommendation Stakeholder Group evaluated options and formed a majority and minority recommendation for City Council consideration. The final report summarized the rationale for the recommendation, highlighted key community priorities, and provided Council with insight into the benefits, challenges, and trade-offs of each option to support an informed decision. The City Council Teen Center Subcommittee then further refined the recommendation and shared it during the November 12th, 2025 City Council study session. City Council will now decide the future of the Old Fire House Facility, informed by the recommendation provided to them by the City of Redmond Parks and Recreation Staff on behalf of the Old Fire House Facility Recommendation Stakeholder Group, and provide direction to City Staff on next steps.

After an extensive community engagement process, study of financial and other implications of different options, and reviewing the stakeholder group recommendation and focus group results, the Council passes the following motion to provide formal direction on the Old Firehouse Teen Center facility:

Rebuild the teen center on the same location. Prioritize expedience in construction, centering teen voices in the design process, and including music performance space and a dedicated recording studio to continue the Old Firehouse Teen Center legacy.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  The Parks, Arts, Recreation, Culture, and Conservation Plan (PARCC)
  Teen Services Engagement Report (2025)
  Community Priorities for the Future of Redmond's Community Centers (2017)
- **Required:**
  N/A
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
City Staff will receive direction on next steps for the Old Fire House Teen Center and proceed accordingly.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  - Stakeholder Group Meeting 1: September 10, 2025
  - Stakeholder Group Meeting 2: September 17, 2025
  - Focus Group Meeting 1: September 22, 2025
  - Focus Group Meeting 2: September 24, 2025
  - Stakeholder Group Meeting 3: October 1, 2025
  - Stakeholder Group Meeting 4: October 8, 2025
  - Stakeholder Group Meeting 4: October 22, 2025
  - Stakeholder Group Meeting 6: October 29, 2025
- **Outreach Methods and Results:**
  The Stakeholder Group was formed through a collaborative process with input from City Staff and the City Council Teen Center Subcommittee and ultimately approved by City Leadership.
  The Focus Groups were open to the public - information was shared with the public through targeted emails, social media, eNews, online updates, flyers, etc.
- **Feedback Summary:**
  Takeaways from the community engagement process will be summarized in the final report.

BUDGET IMPACT:

Total Cost:
$115,000

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

Budget Offer Number:
100.50100.00410.57121.9023-100-85

Budget Priority:

Vibrant and Connected

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

Funding source(s):
One-time general fund 2025-2026 budget

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/22/2025	Study Session	Provide Direction
9/23/2025	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
10/28/2025	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
11/12/2025	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Current facility conditions - including the roof - will necessitate facility investments in the next 6 months. A proactive decision is necessary to invest where appropriate and should be made by the end of 2025 if possible.

ANTICIPATED RESULT IF NOT APPROVED:
The facility will continue to deteriorate, and decisions will need to be made in a reactive manner.

ATTACHMENTS:
Attachment A - Old Fire House Facility Recommendation Process
Attachment B - Stakeholder, Focus Group, and Community Engagement and Outreach
Attachment C - Old Fire House Facility Recommendation Final Recommendation and Report
Attachment D - Redmond OFH Engagement - Community Focus Groups Summary

Attachment A - Old Fire House Facility Recommendation Process

October 28, 2025 Update

Overview	Below are pertinent details regarding the Stakeholder Group Process.
Elements	• Image 1: An updated description of how Stakeholder Groups and Focus Groups interact and how they form a recommendation to inform City Council's decision. • Image 2: Outlines the Multi-Objective Decision Analysis (MODA) process by which the Stakeholder Group will consider various factors. • Image 3: Updated list and detail for the factors the Stakeholder Group has discussed and used to determine their recommendation.

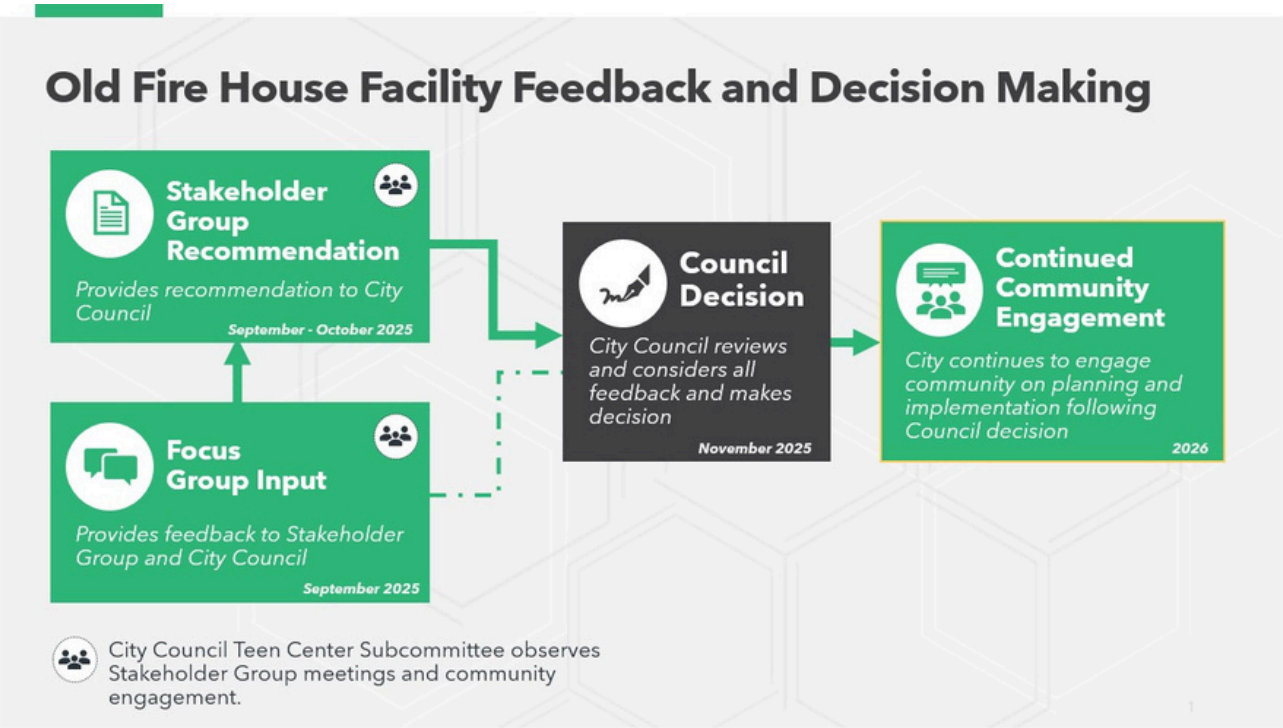


Image 1

Image 2

Factor	Definition
Accessibility	How each option addresses building accessibility requirements and community access needs.
Community sentiment	Community attitudes towards each option, including appreciation for history/legacy, and affection for the space.
Environmental sustainability	How well each option supports the City's goals of reducing environmental footprint of City facilities.
Estimated costs	Estimated costs of each option (includes potential expansion).
Equity and inclusion	How each option promotes access for underserved residents.
Expansion	Potential of each option to expand or reconfigure the facility.
Functionality and user needs	How each option meets the community's evolving and future needs in capacity, layout, programming, etc.
Lifespan of facility	How long each option could be used by the community.
Location	How each option meets the community's location needs.
Maintenance and operations	Each option's expected annual and long-term operations/upkeep/maintenance needs and costs.
Safety and regulatory compliance	Each option's safety and regulatory compliance needs (e.g., ADA, seismic).
Strategic planning	How each option aligns with the City's long-term strategic planning (e.g., Parks Plan, RSCC process) and previous feedback gathered from the strategic planning's community engagement efforts.
Timeline to open	How long it would take for each option to begin operations and be used by the public.

Image 3

Old Fire House Facility Recommendation Process Update

Attachment B – Community/Stakeholder Outreach and Involvement

- **Old Fire House Facility Recommendation Engagement Timeline (previous and planned)**

7/22/2025	Study Session - OFH
9/10/2025	Stakeholder Group Meeting 1
9/17/2025	Stakeholder Group Meeting 2
9/22/2025	Focus Group Meeting
9/23/2025	Committee of the Whole - PES
9/24/2025	Focus Group Meeting
10/1/2025	Stakeholder Group Meeting 3
10/8/2025	Stakeholder Group Meeting 4
10/22/2025	Stakeholder Group Meeting 4
10/28/2025	Committee of the Whole - PES
10/29/2025	Stakeholder Group Meeting 6
11/12/2025	Study Session - OFH
12/9/2025	Study Session - OFH

- **Outreach Methods and Results**

  Digital:
  - Parks Social Media
    - Parks Facebook on 9/15
    - Parks Facebook on 9/20
    - Parks Facebook on 9/22
  - City Facebook:
    - Sept. 22
    - Sept. 22
    - Sept. 17
  - City News:
    - Sept. 22
  - OFH Instagram
    - Three posts on the OFH Instagram
  - Parks eNew
    - Parks eNews on 9/17
  - Parks Facebook
  - News Release
  - Direct email outreach
  - Print flyers for focus groups

  Additional Outreach: Direct emails to community members that had expressed interest or engaged on the topic prior.

- **Teen Services Engagement Timeline (previous)**

03/06/2025	RYPAC meeting
03/10/2025	Meeting regarding relocation of Teen Services
03/18/2025	Staff Report on relocation of Teen Services
03/20/2025	Senior Advisory Committee
04/03/2025	RYPAC/Teen Poster Co-Creation Workshop
04/03/2025	Parks, Trails, Recreation Commission
04/04/2025	Tour the new space at Redmond Community Center at Marymoor Village
04/10/2025	Redmond Arts & Culture Commission
04/12/2025	Beat the Bunny
04/22/2025	Study Session
04/25/2025	Anderson Park Planting Event
04/26/2025	Parks, Trails, Recreation Commission Youth Advocate/Teen Work Party at Perrigo Park
04/28/2025	Community Listening Session
04/29/2025	Tabling at Rose Hill Middle School
05/02/2025	Tabling at Redmond High School
05/04/2025	Cinco de Mayo
05/06/2025	Tabling at Evergreen Middle School
05/08/2025	Tabling at Redmond Middle School
05/10/2025	Sound Transit Link Opening
05/17/2025	RSCC turns one
05/19/2025	Shape the Space - RCCMV
05/23/2025	Live Music at RSCC
05/27/2025	Committee of the Whole - PES
05/28/2025	Community Meeting - Services
05/30/2025	Redmond High School Jazz Band Concert – Downtown Park
06/06/2025	Middle School Field Trip – City Hall
06/07/2025	Promenade at the Park
06/22/2025	Vegfest
06/23/2025	Club World Cup Watch Party - RTC
06/24/2025	KCLS RedTab
06/27/2025	Battle of the Bands - RSCC
06/28/2025	Youth4Us Children's Business Fair
07/11-12/2025	Derby Days
07/22/2025	Committee of the Whole - PES
07/22/2025	Study Session - OFH
09/09/2025	Study Session – Teen Engagement Report

- **Outreach Methods and Results**

  Digital:
  - Parks Social Media:
    - 3/11 News release of program relocation
    - 3/31 Lets Connect
    - 4/9 Teen programs at RCCMV (may not apply)

- 4/14 Lets Connect
- 4/17 Community Listening Session and Lets Connect
- 4/19 Lets Connect
- 4/24 Lets Connect
- 4/25 Lets Connect and Community Listening Session
- 5/1 Teen Activities for the month of May
- 5/2 Lets Connect
- 5/9 Community Listening Sessions and Let's Connect
- 5/14 Let's Connect
- 5/24 Listening Session and Let's Connect

- City Facebook:
  - Sept. 22
  - Sept. 22
  - Sept. 17
  - June 13
  - June 9
  - May 21
  - May 13
  - April 25
  - April 24
  - April 21
  - April 21
  - April 9
  - April 9
  - April 7
  - April 5
  - April 1
  - March 31
  - March 18
  - March 17
  - March 11

- OFH Instagram:
  - 3/20 Program Relocation
  - 3/31 Lets Connect
  - 4/1 Teen activities at RCCMV in April
  - 4/17 community Listening session and Lets Connect
  - 4/17 let's connect in stories (also pinned to highlights on IG page)
  - 4/18 community listening session and lets connect in stores
  - 4/21 Lets Connect
  - 4/28 Lets Connect and Community Listening Session
  - 4/29 Teen activities at RCCMV in May
  - 5/1 Community Listening Session

- Parks eNews:
    - 4/23 Listening Session
    - 4/16 Lets Connect
    - 4/9 Teen activities at RCCMV
    - 4/2 Lets Connect
    - 3/12 Initial announcement of program relocation

- City News:
    - Sept. 22
    - May 29
    - April 21
    - April 7
    - March 31
    - March 17

- News Releases:
    - March 31
    - March 11

- Q-alert Service Tickets
    - Staff received and responded to 28 tickets

Additional Outreach:

- Utility bill insert sent to 7,800 customers, plus a digital version for those who don't receive mailed bills
- Teen programming calendar (April/May) with activities and QR code to take questionnaire
- Posters with QR code to website distributed to:
    - Redmond Library
    - Brightmont Academy
    - Willows Preparatory School
    - The Bear Creek School
    - The Overlake School
    - Redmond Community Center at Marymoor Village
    - Redmond Town Center
    - Old Redmond Schoolhouse Community Center
    - Redmond Senior & Community Center
    - Hopelink Redmond – Food Distribution Center
    - Anderson Park
    - Luke McRedmond Park
    - Downtown Park
    - Redmond City Hall

- Staff have reached out to the following organizations with an explanation of the Teen Services project, a communications toolkit to share on our behalf, and an open offer for city staff to table at events, meetings, gatherings, etc.
    - Redmond Library
    - Youth Eastside Services
    - Friends of Youth
    - Washington Teen Link
    - King County Teen Health Clinics
    - Lambert House
    - 4 Tomorrow
    - YMCA
    - Boys and Girls Club
    - Together Center
    - King County Housing Authority
    - A Regional Coalition for Housing (ARCH)
    - Consejo Counseling
    - Hopelink
    - Pride Across the Bridge
    - Eastside Pride
    - YWCA
    - Open Doors for Multicultural Families
    - Lake Washington School District
    - Bellevue School District
    - King County Metro
    - Sound Transit
    - Muslim Association of Puget Sound
    - Centro Cultural Mexicano
    - Islamic Center of Redmond

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Final Report

Oct. 30, 2025

Redmond
WASHINGTON

Table of Contents

Executive Summary **3**
Introduction **5**
Background **5**
Teen Services in Redmond, Past and Present 5
Old Fire House Teen Center Facility 6
Timeline 6
About the Stakeholder Group **7**
Purpose 7
Membership 7
City Council and community engagement **9**
City Council Teen Center Subcommittee 9
Focus Groups 9
Ongoing Community Input Opportunity 9
Stakeholder Group activities **10**
Meeting schedule 10
Key activities 10
Chartering, learning, and context-setting 10
Recommendation factors and MODA scoring 11
Multi-Objective Decision Analysis 11
Scoring options and applying factor weights 12
Mentimeter Polling Platform 14
Identifying areas of agreement 14
Key Stakeholder Group discussion topics 15
Recommendation of the Stakeholder Group **18**
Recommendation 18
Minority Recommendation 18
Vision and Values for the Future Teen Center 18
Themes for Future Engagement 19
Closing Reflection 19

Executive Summary

Teen programs and services in the City of Redmond were housed at the Old Fire House Teen Center from 1992 until March 2025. After an updated facility condition assessment was completed in 2024, the City relocated teen programming in order to avoid the risk of sudden building failure that would interrupt operations. Further condition assessments by consultants in 2025 revealed significant concerns, the most urgent of which was the building's deteriorating roof, structural deficiencies, and water intrusion throughout the facility. A decision on the building's future is needed quickly, before the facility's declining condition necessitated reactive decision-making.

In September 2025, the City convened a Stakeholder Group to inform the decision on the future of the Old Fire House Teen Center facility. The Stakeholder Group enabled a diverse group of people to be engaged with focused discussions, and individually and collectively provide insight, input, values, and feedback on the community's needs and experiences related to the future of the Old Fire House Teen Center. The Stakeholder Group was a selected group of diverse Redmond community members chosen from the community and existing City advisory groups, including teens, parents, service providers, commission representatives, Old Fire House alumni, City staff, and others.

Meeting Schedule

The Stakeholder Group met six times between Sept. 10 and Oct. 29, 2025. The group discussed the following topics at each meeting:

- Sept. 10: Role of the Stakeholder Group and introduction to the process and background.
- Sept. 17: Recommendation factors scoring and presentations on OFH facility and City planning.
- Oct. 1: Review recommendation factor scores, discuss feedback heard at community focus group meetings, and discuss options and factors.
- Oct. 8: Review option scores, identify areas of agreement around options.
- Oct. 22: Review updated option rating results, describe vision for a successful teen center, and revise draft recommendation.
- Oct. 29: Confirm group recommendation and thank the Stakeholder Group for their contributions.

Additional meeting details are included in the Stakeholder Group activities section and in meeting summaries (Appendix B).

City Council Teen Center Subcommittee

This subcommittee of the Redmond City Council reviewed the Stakeholder Group member composition, observed Stakeholder Group and focus group meetings, met with Parks and City leadership to provide input on the process, and provided feedback to the full Council.

Members:

- Vanessa Kritzer, Council President
- Angie Nuevacamina, Councilmember, Parks and Environmental Sustainability Committee of the Whole Chair
- Steve Fields, Councilmember

Community engagement

Focus Groups

The Stakeholder Group process was supplemented by community engagement through two focus group meetings open to the public. Key audiences were current teen drop-in users, teen music program participants, parents and caregivers, service providers, OFH alumni, and future teens. At focus groups, the community learned about outcomes of the Stakeholder Group process to date and submitted feedback that the group considered in their discussions. Feedback heard was shared with the Stakeholder Group to inform their recommendation to City Council. Staff briefed City Council on these meetings and additional details are in the focus group Summary (Appendix C).

Ongoing Community Input Opportunity

Along with feedback collected at these engagement events, members of the community could also submit input to the City directly via an online comment form on the City's website.

Recommendation

On Oct. 29, the Old Fire House Facility Recommendation Stakeholder Group recommended the City of Redmond rebuild the Teen Center at its current location.

The group's second choice is to renovate the existing building at its current location. Rebuilding at a new location is the least preferred option.

A minority of the Stakeholder Group (4 of 23 members) recommended renovating the existing Teen Center as their top choice.

The final recommendation was based on the Stakeholder Group's work in September and October 2025, including discussion of community feedback received through focus groups.

Next steps

Following the completion of the Stakeholder Group's process, the City's next steps are to:

- Submit the Stakeholder Group's recommendation to the City Council for consideration in advance of their decision.
- Begin planning the next phase of engagement to support implementation of the Council's decision.

Introduction

Teen programs in the City of Redmond were housed at the Old Fire House Teen Center from 1992 until March 2025. After an updated facility condition assessment was completed in 2024, the City relocated teen programming in order to avoid the risk of sudden building failure that would interrupt operations.

City leadership made an operational decision to relocate teen programming to the Redmond Community Center at Marymoor Village (RCCMV) and other city facilities to allow the City to conduct more in-depth condition assessments, determine next steps for the building, and move programming prior to a building failure. Further condition assessments by consultants in 2025 revealed significant concerns, the most urgent of which was the building's deteriorating roof, structural deficiencies, and water intrusion throughout the facility. A decision on the building's future is needed quickly, before the facility's declining condition necessitates reactive decision making.

Initially the City considered two options:

1. Renovate the current building structure, OR
2. Investigate rebuilding the structure, location to be determined by follow up engagement.

During the course of the Stakeholder Group engagement process, the second option was specified into two options: investigate a rebuild on the current location or investigate a rebuild with the location determined by future engagement. After considering a recommendation shaped through robust engagement with the Stakeholder Group, the Redmond City Council will decide on the building's future by the end of 2025.

Purpose of report

The purpose of this report is to document the work and summarize the recommendation of the Stakeholder Group convened by the City of Redmond to explore community preferences, priorities, and concerns, and to make a recommendation to the City Council regarding the future of the Old Fire House Teen Center facility.

Background

Teen Services in Redmond, Past and Present

Teen services in Redmond began in the 1990s with the goal of engaging teenagers who were not finding the support they needed from their schools, families, and other community institutions. While initially based around providing teens with spaces for music and performance, offerings quickly evolved to include community dinners and social services in partnership with local community-based organizations.

Currently, Redmond provides teen-specific programming that includes arts, music, leadership, community service, and adaptive recreation. There are also teen-specific opportunities to socialize, study, and receive mental and behavioral health services. An emphasis on teen-driven peer-to-peer programming has remained a consistent part of teen services in Redmond.

Teen programs that were located at the Old Fire House Teen Center have transitioned to the RCCMV and other city facilities. This proactive relocation allowed the City to ensure continuous teen services while engaging the community and exploring options for the building's future.

Old Fire House Teen Center Facility

The City completed a comprehensive, citywide Facilities Condition Assessment in 2013 that documented detailed information about the condition of all facilities in the city's portfolio. Additionally, a Hazardous Materials Study (also known as a Good Faith Study) was conducted in 2014. Since then, City staff have invested significant time and resources in keeping it safe and habitable. In 2024, an additional Facilities Condition Assessment was completed that provided up-to-date information about the building's condition. This assessment offered an updated picture of the long-term challenges the facility faces and clarified the need for a decision to be made about an investment in the facility for the current and future generations of Redmond residents.

The City has maintained the building throughout its 72-year history, including a significant renovation in 2000. The 2024 Facility Condition Assessment notes that the condition index has only lowered slightly since the previous assessment due to the diligent care provided by the City. However, buildings of this age inevitably develop issues that go beyond routine maintenance and require significant investments.

Many of the current challenges stem from original construction methods and materials that were standard in the 1950s but are now known to be problematic. The presence of hazardous materials throughout the building (common in buildings of this era) makes even simple repairs complex and expensive, as any work that might disturb these materials requires abatement and remediation. The City has continuously invested in keeping the building safe and operational but has reached a point where the efforts and cost of ongoing maintenance have become challenging to sustain.

The Facility Condition Assessment identified numerous significant issues, including:

- Structural issues (particularly in the hose tower)
- Hazardous materials (including asbestos and lead-based paints)
- Failing roof with leaks, failing flashings, and pooling
- Original windows and building envelope which allow for air and water infiltration
- Lack of centralized HVAC system (cooling limited to recording studio)
- Electrical, fire, and mechanical systems are obsolete and do not meet current code
- Plumbing systems with slow drainage and failing waste pipes
- Does not meet ADA standards

Timeline

- Early 2025: The City began planning for the future of teen services in Redmond through a comprehensive Teen Services Engagement process to understand what teens need, where they need services, and how the City can best serve them.
- March 2025: Teen programs relocated from the Old Fire House Teen Center to the Redmond Community Center at Marymoor Village.
- March – June 2025: The Teen Services Engagement project continued, gathering input from over 300 community members—including teens, families, and service providers—through 26

workshops, community meetings, and an online questionnaire. City Council heard the findings of the 2024 Facility Conditional Assessment at their April 22, 2025, meeting.
- July 2025: Additional facility condition assessments were completed. These findings were presented at the Council Study Session on July 22, 2025.
- September 2025: The Teen Services Engagement findings were presented to City Council on September 9, 2025. The report provides crucial input about what teens need and value in their programming and spaces.
- September - October 2025: Stakeholder Group is convened, and community focus group meetings take place.
- November 2025: Stakeholder Group recommendation and final report are presented to City Council to guide decision on the future of the Old Fire House facility.
- Following Council decision: Additional community engagement will guide next phase decisions.

About the Stakeholder Group

Purpose

The purpose of the Stakeholder Group was to inform City Council's decision on the future of the Old Fire House Teen Center facility. The Stakeholder Group enabled a diverse group of people to be engaged with focused discussions, and individually and collectively provide insight, input, values, and feedback on the community's needs and experiences related to the future of the Old Fire House Teen Center. Stakeholder Group members also served as conduits for information to help ensure that community issues, concerns, and needs were raised during meetings.

Throughout the engagement process, the Stakeholder Group:

- Developed an understanding of the background and history of the Old Fire House Teen Center, the facility condition assessment findings, details about each option for recommendation, and findings from recent teen engagement.
- Reported feedback they heard from others in their community and shared progress updates with the communities they represented.
- As community representatives, provided advice on ways to address community concerns.
- Participated in community focus group meetings to increase understanding of concerns and values.
- Worked collaboratively and constructively to help consider community values.
- Engaged in a focused process to evaluate recommendation options.
- Determined a final facility recommendation for the City's consideration.

The group's purpose, process, and guidelines are documented in its Charter (Appendix A).

Membership

The Stakeholder Group was a selected group of diverse Redmond community members chosen from the community and existing City advisory groups, including teens, parents, service providers, commission representatives, and others. The list of Stakeholder Group members was developed by

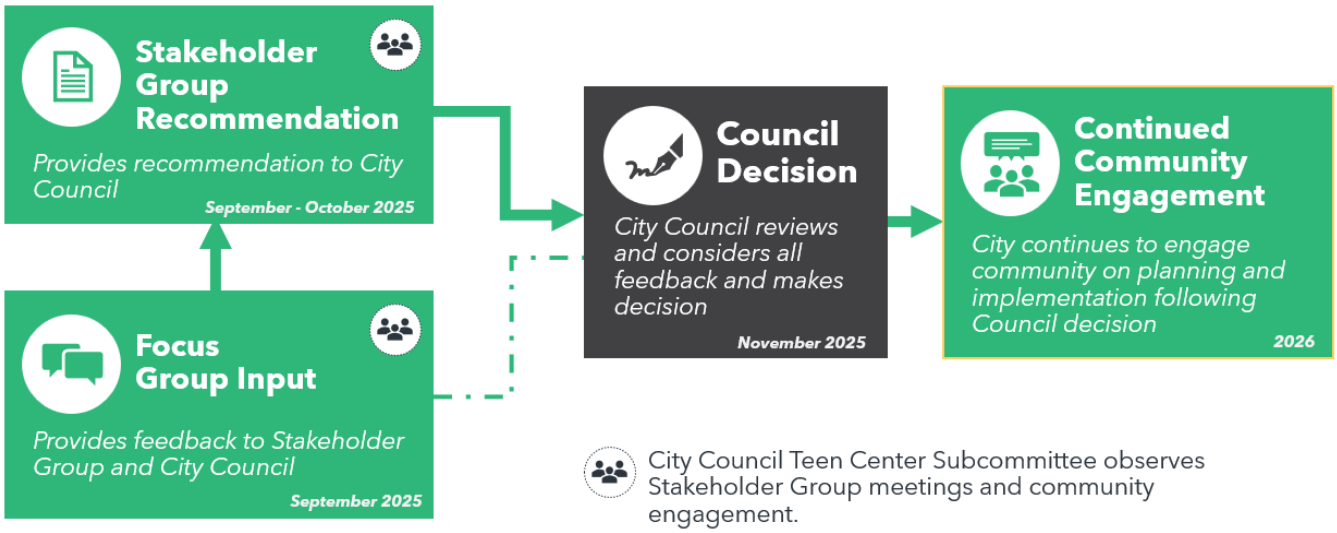
City staff and leadership with review and input from the City Council Teen Center Subcommittee. Table 1 for members, including which interests each member represented and their specific organization or affiliation.

TABLE 1 – STAKEHOLDER GROUP MEMBERS

Name	Community Affiliation
Alana O'Neill Gaulin	Teen Services Librarian – Redmond Library – King County Library System
Cameron Boher	Redmond Staff (Teen Services), Community Member, and former Teen Music Program Participant
Cari Scotkin	Redmond Arts & Culture Commission
Caroline Chapman	Former Redmond Teen and Former Redmond Parks Staff Member
David Cline	Community Member and Parent of Former Teens
Freya Reiger	Current Teen and Redmond Youth Partnership Advisory Committee
Jeff Lee	Teen Service Provider – Bach to Rock
Jodi Peña	Parks, Trails, & Recreation Commission
John Crosley	Senior Advisory Committee
Kate Becker	Founder of OFH Teen Services and Vera project co-founder
Kathy O'Keefe	Redmond Arts & Culture Commission and parent of past OFH drop-in participant
Kristie Neklason	Teen Service Provider – Youth Eastside Services
Kristina Wayland	Parks, Trails & Recreation Commission
Mark Peterson	Redmond Staff (Facilities)
Pat Vache	Senior Advisory Committee
Rob Leavitt	Community Member and Parent of Former OFH Teens
Tanvi Kulkarni	Current Teen and Redmond Youth Partnership Advisory Committee
Teen	Current Teen and Redmond Library Teen Advisory Board
Teen	Current Teen and Redmond Library Teen Advisory Board
Teen	Current Teen and Past OFH drop-in participant
Teen	Current Teen and Past OFH drop-in participant
Teen	Current Teen and Past OFH drop-in participant
Teen	Current Teen and Past OFH drop-in participant

The names of some teen group members are not listed for privacy.

City Council and community engagement



City Council Teen Center Subcommittee

This subcommittee of the Redmond City Council reviewed the Stakeholder Group member composition, observed meetings, and provided feedback to the full Council.

Members:

- Vanessa Kritzer, Council President
- Angie Nuevacamina, Councilmember, Parks and Environmental Sustainability Committee of the Whole Chair
- Steve Fields, Councilmember

Focus Groups

The Stakeholder Group process was supplemented by community engagement through two focus group meetings open to the public. Key audiences were current teen drop-in users, teen music program participants, parents and caregivers, service providers, OFH alumni, and future teens.

Outreach efforts to attract attendees to these meetings were conducted through Parks and City social media, email newsletters, and print materials, as well as direct outreach to key audiences, including teen drop-in users, teen music participants, parents and caregivers, teen leaders, service providers, and Old Fire House alumni. The two meetings were held on Monday, Sept. 22, in person at the Redmond Senior & Community Center and on Wednesday, Sept. 24, in person and online at the Redmond Community Center at Marymoor Village.

During the focus group meetings, the community learned about outcomes of the Stakeholder Group process to date and submitted feedback that the group considered in their discussions. Feedback heard was shared with the Stakeholder Group to inform their recommendation to City Council.

Ongoing Community Input Opportunity

All community members could leave their comments about the future of the OFH building at www.redmond.gov/OFHcomments.

Stakeholder Group activities

Meeting schedule

The Stakeholder Group met six times from September to October 2025 (Table 2). To reference group meeting materials, presentations, and summaries, see Appendix B.

TABLE 2 – STAKEHOLDER GROUP MEETING SCHEDULE AND TOPICS

Date	Purpose
Sept. 10, 2025	Learn about facility background, recommendation need, and Stakeholder Group process.
Sept. 17, 2025	Learn about the recommendation factors, the OFH Facility Condition Assessment, day-to-day facility maintenance needs, City sustainability goals, and City strategic planning; complete scoring of recommendation factors.
Oct. 1, 2025	Review and discuss recommendation factor scores, discuss feedback heard at community focus group meetings, and discuss options and factors.
Online activity between meetings: Complete option performance scoring by factor	
Oct. 8, 2025	Review option scores and discuss member reactions and observations, identify areas of agreement to inform development of the recommendation by independently rating support for each of the renovation and rebuild/new build options.
Online activity between meetings: Complete updated option rating with third option of "rebuild on site"	
Oct. 22, 2025	Review and discuss updated option rating results, work in groups to describe their vision for a successful teen center and revise the draft recommendation to align with the group's perspective more closely.
Oct. 29, 2025	Discuss and confirm group recommendation, reflect on the process, and share feedback for future engagement, and thank the Stakeholder Group for their contributions.

Key activities

Chartering, learning, and context-setting

The Stakeholder Group began their process by learning about the background and history of the Old Fire House Teen Center and other key topics, receiving presentations from City staff and consultants to support the development of an informed recommendation, and including time for Q&A and discussion. Topics covered included:

- Background and history of the Old Fire House Teen Center.
- Timeline and decision-making that led to the building's closure in early 2025.
- Facility condition assessment findings.
- Day-to-day maintenance needs.
- Details about each option, including projected costs, timeline to open, and opportunities and challenges each option presents.
- Results of engagement by the City in spring 2025 to understand teens' needs and priorities for city services and programming.
- Environmental and sustainability goals for City facilities.
- How the City strategically plans community center facilities.

Recommendation factors and MODA scoring

After developing a shared understanding of the background and options, the Stakeholder Group reviewed and discussed the 13 recommendation factors (see Table 3). These are factors that the group used to score and evaluate the recommendation options through a process called Multi-Objective Decision Analysis (MODA).

Multi-Objective Decision Analysis

MODA is a process for making decisions when there are very complex issues involving multiple criteria and multiple parties who have an interest in the outcome.

Using MODA allows individuals to consider and weight factors and trade-offs while evaluating each option (in this case, to renovate or rebuild the facility). Recommendation factors are weighted to reflect the relative importance ascribed to each factor. After scoring each option for each recommendation factor, the group then discusses the combined group results – with the factors' weighted values applied to the raw scores – to help inform their recommendation.

How the Stakeholder Group used MODA

The Stakeholder Group used their scores from each MODA step to inform their perspectives and help them develop the recommendation to City Council. *Scores were used to inform the recommendation; scores did not directly determine it.*

MODA Step	Key question
1. *Established factors:* The group first discussed recommendation factors, creating a shared understanding of each factor between the City and Stakeholder Group members (Table 3).	***"What factors or criteria are we considering?"***
2. *Assigned scores to factors:* Group members individually scored each factor that corresponded to that factor's importance, or weight, in the recommendation (Tables 3 and 4).	***"Do the factors influence the recommendation equally?"***
3. *Scored options:* Group members individually scored the two options (renovate and rebuild/new build) by how well they met each of the 13 recommendation factors (Table 4).	***"How do the options compare?"***
4. *Applied factor weight scores to option scores*: The average factor scores the group created in step 2 were multiplied by the group's option score for that factor, resulting in a score that reflects the group's value of that factor in addition to its performance (Table 4).	***"How are the scores affected when we apply weighted values?"***
5. *Considered MODA results:* The group reviewed and discussed the MODA scoring results, considering the scores along with community feedback heard and other information gleaned through the process to develop an informed recommendation.	***"All things considered, what do we recommend?"***

TABLE 3 – RECOMMENDATION FACTORS AND STAKEHOLDER GROUP AVERAGE FACTOR SCORES (1 LOW IMPORTANCE – 5 HIGH IMPORTANCE)

Factor	Definition	Group average scores (1-5)
Accessibility	*How each option can incorporate universal design and accessibility and address community access needs.*	**4.11**
Community sentiment	*Community attitudes towards each option, including appreciation for history/legacy, and affection for the space.*	**3.95**
Environmental sustainability	*How well each option supports the City's goals of reducing environmental footprint of City facilities.*	**3.16**
Estimated costs	*Estimated costs of each option.*	**3.21**
Equity and inclusion	*How each option promotes access for underserved residents.*	**4.05**
Expansion	*Potential of each option to expand or reconfigure the facility.*	**2.26**
Functionality and user needs	*How each option meets the community's evolving and future needs in capacity, layout, programming, etc.*	**4.53**
Lifespan of facility	*How long each option could be used by the community.*	**3.68**
Location	*How each option meets the community's location needs.*	**4.39**
Maintenance and operations	*Each option's expected annual and long-term operations/upkeep/maintenance needs and costs.*	**3.21**
Safety and regulatory compliance	*Each option's safety and regulatory compliance needs (e.g., seismic safety, life safety).*	**3.95**
Strategic planning	*How each option aligns with the City's long-term strategic planning (e.g., Parks Plan, RSCC process, etc.) and previous feedback gathered from the strategic planning's community engagement efforts.*	**3.22**
Timeline to open	*How long it would take for each option to begin operations and be used by the public.*	**3.16**

Scoring options and applying factor weights

On the following page, Table 4 presents the MODA results for each step, first showing the group's factor weight scores (importance of each factor from 1 to 5), raw option scores by factor for each option (how well each option meets or satisfies each factor from 1 to 3), and the weighted option scores by factor for each option (from 1 to 15).

Weighted option scores were calculated by multiplying the factor weight score by the raw option score for that factor, for example:

(Factor score) x (Raw RENOVATION Score for Factor) = Weighted RENOVATION Score for Factor

Accessibility example: (4.11) x (2.11) = 8.64

The above calculation was repeated for all factors and both options; the minimum weighted score is 1 and the maximum weighted score is 15. A higher score indicates higher performance for that individual factor and in total; the totals for each column are in the bottom row.

TABLE 4 – STAKEHOLDER GROUP MODA AND WEIGHTED SCORING RESULTS

		Raw option scores		***Weighted option scores***	
Factor	**Factor Scores** *Group averages, 1-5*	**RENOVATION Scores** *Group averages, 1-3*	**REBUILD/NEW BUILD Scores** *Group averages, 1-3*	**RENOVATION Scores** *Group averages, 1-15*	**REBUILD/NEW BUILD Scores** *Group averages, 1-15*
Accessibility	4.11	2.11	2.68	8.64	11.02
Community sentiment	3.95	2.84	1.37	11.22	5.40
Environmental sustainability	3.16	1.56	2.67	4.91	8.42
Estimated costs	3.21	2.33	2.17	7.49	6.96
Equity & inclusion	4.05	2.28	2.22	9.23	9.01
Expansion	2.26	1.67	2.83	3.77	6.41
Functionality & user needs	4.53	2.22	2.67	10.06	12.07
Lifespan of facility	3.68	1.61	2.94	5.94	10.85
Location	4.39	2.94	1.89	12.92	8.29
Maintenance & operations	3.21	1.50	2.44	4.82	7.85
Safety & regulatory compliance	3.95	1.94	2.72	7.68	10.75
Strategic planning	3.22	2.00	2.28	6.44	7.34
Timeline to open	3.16	2.39	1.94	7.54	6.14
TOTALS	**n/a**	**27.39**	**30.83**	**100.66**	**110.50**

Mentimeter Polling Platform

Mentimeter (www.mentimeter.com), or "Menti" for short, is an interactive feedback collection platform designed to facilitate engagement and real-time feedback during meetings. Menti enables presenters to pose questions to participants, who respond via their personal devices. Responses are aggregated and displayed live, visualizing group perspectives, encouraging participation, and dynamically guiding discussion.

Mentimeter was used throughout the Stakeholder Group process for all MODA scoring activities and to gather additional feedback from members.

Identifying areas of agreement

At their Oct. 8 meeting, the Stakeholder Group each individually rated their support of each option (renovate or rebuild/new build) on the 1-7 agreement gradient:

1	2	3	4	5	6	7
Strongly oppose	Oppose	Generally oppose, but could live with if certain conditions are met	Neutral / unsure	Generally support if certain conditions are met	Support	Strongly support

Both options received the exact same score: 4.7

21 members submitted scores on Oct. 8, 2025

Discussions after the scoring results were revealed provided additional insights; while many group members were interested in the opportunities a rebuild/new build would offer, the fear of losing the

location of the current OFH site drove many members to rate the renovation option higher and the rebuild/new build option lower.

After the meeting, the facilitation team sent Stakeholder Group members the same scoring activity with one change: the rebuild/new build option was now split into two options, one whose location was to be determined, and one that was guaranteed to be at the existing OFH location.

The results were more definitive this time, with rebuild/new build at existing OFH location receiving a score of 5.8, renovation receiving a 4.0, and rebuild/new build at a TBD location receiving a 3.6.

18 members submitted scores between Oct. 16 and Oct. 22, 2025

Key Stakeholder Group discussion topics

The Stakeholder Group discussed many topics over the course of the process. The following topics were most commonly addressed. Descriptions include the group's expressed concerns or interests and the City's response, where applicable. Several of the conversations included operational feedback; while operational decisions are not part of this process, the group's input provides valuable feedback for the City to consider in the future.

Accessibility and Universal Design

Accessibility is an important priority for a majority of the Stakeholder Group, with discussion focusing on how this factor differs between the renovation and rebuild options. The level of accessibility achievable under each option varies. City staff clarified that while the renovation option would bring the building up to ADA (Americans with Disabilities Act) code compliance, the rebuild/new build option would allow for universal design principles–a higher standard of accessibility that goes beyond minimum legal requirements. Universal design is a cornerstone of the City's Parks, Arts, Recreation, Culture and Conservation Plan for expanding access for all in Redmond's parks and recreation system.

Building Amenities and Features

Stakeholder Group members shared ideas for specific amenities and features in the future teen center. Members identified several key amenities for the future teen center, including a recording studio, performance stage, kitchen space, game room, art room, and adequate storage. Interior

décor and artwork should be informed by teens and reflect their input. It was highlighted that ensuring adequate soundproofing for music performances will be necessary due to its location. Creating spaces that feel cozy, welcoming, and comfortable was identified as a key value.

Community Sentiment and Teen Engagement

Community sentiment ranked as one of the top recommendation factors for consideration. Members across all demographics emphasized that if teens don't feel comfortable in a space, they will not use it, regardless of function or design.

Honoring and memorializing the OFH's history and legacy was discussed as a high priority. This could be reflected through building design, layout, interior displays, décor, and programming. The facility's music heritage and role as a concert venue where musicians started their careers were highlighted repeatedly. Group members envisioned that continuing a strong focus on music programming, including performance spaces, a recording studio, and opportunities for diverse creative activities, would honor this legacy. By memorializing the OFH's history and character in the new teen center's design, the community sentiment and historical legacy carry into the future.

Renovation was noted as aligning more strongly with community sentiment due to preserving the existing building's character. However, group members also recognized that community sentiment could be built with a new facility if teens are meaningfully engaged in its design and development. Over the years, the OFH grew organically and met the needs of its users in that generation. A rebuild has the potential to recreate that environment if executed correctly with strong teen engagement.

Facility Lifespan and Long-Term Value

The projected lifespan of the facility emerged as an important factor as members weighed the renovation option against the rebuild/new build option. Mackenzie and Perteet (consultants who assessed the facility) indicated that renovation would provide approximately 15-25 years of use before requiring another major facility decision, while rebuilding now would offer a building lifespan of over 50 years. Renovation appears relatively less expensive in the short term, but it becomes the more costly option over time, particularly with unknown future costs such as unforeseen structural issues. A rebuild requires a higher initial investment but would be more cost-effective and sustainable in the long term.

Layout and Space Design

Teen group members expressed a preference for a layout featuring separate but interconnected rooms similar to the existing OFH building. This layout helped teens feel comfortable in the space. It provided choice and flexibility in where they spend time while still feeling part of the teen center community.

Group members envisioned separate rooms for different activities, such as creating art, playing games, recording music, and socializing. Members emphasized the importance of flexible spaces that could accommodate diverse uses from future teens, ensuring the building doesn't limit what teens may organically create in the future.

Location

The location of the teen center emerged as a critically important factor throughout the Stakeholder Group discussions. The existing OFH site is valuable due to its central location within the City of

Redmond, which ensures convenient access for teens through multiple modes of transportation (e.g., walking, biking, public transit). Some group members expressed that they would only support the rebuild/new build option if it was guaranteed to remain at its existing location. The location factor was consistently identified as inseparable from community sentiment and critical to ensuring teens will use the facility.

Timeline

The timeline for reopening a teen center facility was a recurring topic. City staff indicated that renovation would take approximately two years to complete, while the rebuild/new build option would have a longer timeline, depending on project size, design, and whether land acquisition is needed.

Teen-Dedicated vs. Multi-Use Space

The operations and use of the future teen center was a key topic for the Stakeholder Group. For most members, keeping the space teen-oriented with dedicated hours during the times when teens are available was essential and a non-negotiable priority. Members noted that the shared-use model at the OFH, where the building was available for community use outside of teen drop-in and programming hours, should continue. An emphasis on safety and limiting contact with unknown adults was highlighted to ensure teens feel comfortable and are motivated to be in the space. Members agreed that the future teen center should ensure equitable teen-dedicated drop-in and programming spaces, similar to what has operated previously.

Recommendation of the Stakeholder Group

Recommendation

The majority of the Stakeholder Group recommends **rebuilding the Teen Center at its current location**. Maintaining the existing site—centrally located and accessible by walking, biking, and public transit—is critical to ensuring equitable access for teens throughout Redmond and to honoring the history and legacy of the Old Fire House Teen Center.

Rebuilding allows for a safe and universally accessible facility that meets today's codes and sustainability standards, while supporting future generations of Redmond teens.

The group's **second choice** is to renovate the existing building at its current location to preserve its legacy and open its doors sooner.

Rebuilding at a new location is the **least preferred option**.

Minority Recommendation

A minority of the Stakeholder Group (4 of 23 members) recommends **renovating** the existing Teen Center as their top choice. This perspective emphasizes preserving the original building's spirit and history, reopening sooner, and upgrading the facility to meet accessibility and safety standards where possible.

Vision and Values for the Future Teen Center

Regardless of the approach that City Council advances, the Stakeholder Group envisions a **teen center that is a safe space for Redmond's youth—rooted in the center's history and built for the future.**

The Stakeholder Group asks that City Council endorse the following **guiding values** as this project moves forward into design and future engagement:

- **Teen-oriented:** Center teen voices throughout design and opening to ensure the space continues to be dedicated to teens, creating teen-dedicated opportunities for safety, creativity, leadership, and camaraderie.
- **Welcoming and inclusive:** Create a space that is comfortable, creative, and affirming for all teens, including those who identify as LGBTQ+ and alternative.
- **Continuing the OFH legacy:** Keep the building's legacy alive through design cues, displays, or programming that celebrate its history and unique role as a hub for music and arts in Redmond's teen culture.
- **Imagining the future:** Design the facility to create more opportunities, improve access, and provide flexible space for future teen generations to explore their diverse and changing interests.

Themes for Future Engagement

Through this process, the Stakeholder Group shared many ideas about potential design elements, amenities, and program features. These ideas are captured in the Key Discussion Topics section of this report and should be revisited and refined with broader community input during future design and programming phases led by city staff.

Closing Reflection

The Stakeholder Group began this process with a simple goal: to recommend whether the Teen Center should be **renovated or rebuilt**. The conversations, however, were rich and thoughtful, extending beyond the recommendation at hand to lay important groundwork for future planning and engagement.

The Stakeholder Group encourages City Council to:

1. **Affirm a clear direction** on whether to rebuild or renovate, guided by the priorities identified by the Stakeholder Group above, and
2. **Support continued engagement** with teens and the community to shape the next phase of design, using the details in this report as a foundation for continued work.

Appendices

Appendix A: Stakeholder Group Charter

Appendix B: Stakeholder Group meeting materials, presentations, and summaries

Appendix C: Focus group summary

The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information about Title VI, please visit redmond.gov/TitleVI.

无歧视声明可在本市的网址 redmond.gov/TitleVI *上查阅* | El aviso contra la discriminación está disponible en redmond.gov/TitleVI.

Appendix A: Stakeholder Group Charter

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Charter and Operational Agreements

Updated: Aug. 27, 2025

This document guides the scope and operation of the Stakeholder Group for the City of Redmond's Old Fire House Facility Recommendation. The City of Redmond may periodically evaluate the Stakeholder Group process to determine if adjustments in the Charter and Operational Agreements are warranted.

Background

Teen programs in the City of Redmond were housed at the Old Fire House Teen Center until early 2025, when comprehensive facility assessments revealed substantial long-term challenges beyond routine maintenance. City leadership made an operational decision to relocate teen programming to the Redmond Community Center at Marymoor Village and other city facilities to allow the City to conduct more in-depth condition assessments and determine next steps for the building. Additional condition assessments revealed various concerns, the most urgent of which was the building's deteriorating roof. A decision on the building's future is needed soon, before roof failure limits City options.

The City is considering two options:

1. **Renovate** the current building structure, OR
2. **Investigate rebuilding** the structure, either in the current location or in an unknown new location.

After considering a recommendation shaped through robust engagement with the Stakeholder Group, the Redmond City Council will decide on the building's future in fall 2025.

Convener: The City of Redmond

- **Goal:** The goal of the Stakeholder Group is to engage a diverse group of City of Redmond community members in focused discussions to collectively provide input, feedback, perspectives, and recommendations relevant to the future of the Old Fire House Teen Center.
- **Commitment:** The City of Redmond commits to mutually giving information to and receiving information from the Stakeholder Group related to the Old Fire House Teen Center facility and will transparently demonstrate how the City of

Redmond considered or incorporated feedback provided by the Stakeholder Group in the facility recommendation provided to City Council.

Contacts

- City of Redmond Stakeholder Group Liaison: Lindsey Falkenburg, lfalkenburg@redmond.gov
- Stakeholder Group Facilitator: Darcy Edmunds, dedmunds@stephersonassociates.com

Outcome: The Stakeholder Group will provide a recommendation to the City of Redmond by Nov. 12, 2025, to either:

- Renovate the current building, or
- Investigate a rebuild (i.e., conduct further study into rebuilding in the current location or an unknown new location).

This recommendation will not include proposed building amenities, size, or design, which will be considered in the next engagement phase.

Purpose

The purpose of the Stakeholder Group is to inform the City of Redmond's decision on the future of the Old Fire House Teen Center facility. The Stakeholder Group enables a diverse group of people to be involved with focused discussions, and individually and collectively provide insight, input, values, and feedback on the community's needs and experiences, and other related topics as identified by the City of Redmond during the recommendation timeline.

Stakeholder Group participants may also serve as conduits for information to and from affiliated organizations and community members to help ensure that community issues, concerns, and/or needs are raised during meetings.

The City of Redmond will hold focus group meetings with key audiences, such as current users of city teen drop-in spaces and teen service providers, to help the Stakeholder Group hear community feedback and inform their recommendation to City Council.

Term

The Stakeholder Group convenes in September 2025 and may meet up to six times through November 2025. The City of Redmond and Stakeholder Group will determine meeting frequency.

Participant Selection

The Stakeholder Group consists of people chosen from the community and existing City of Redmond advisory groups. Each Stakeholder Group participant has an equal voice in Stakeholder Group discussions.

Stakeholder Group participants are responsible for any costs (travel expenses, salary, etc.) associated with participating in this voluntary group.

All meetings will be accessible. An assessment of the accessibility needs of the Stakeholder Group participants will happen before the first meeting.

Participation expectations

Participants in the Stakeholder Group provide information, exchange ideas, and contribute individual and collective perspectives around community and teen topics. Should areas of agreement emerge, they will be identified with the goal of forming a consensus recommendation, though there will be no requirement to reach consensus. Facilitated processes will be used to gauge where Stakeholder Group participants are on an issue.

Information gleaned from Stakeholder Group meetings will be considered, along with other community input, when the Redmond City Council makes facility decisions. The Stakeholder Group only functions in an advisory role and does not make decisions for the City of Redmond.

Expectations include:

- Attending up to six meetings in 2025. (Depending on the topics and agenda, each meeting will last approximately 1.5 to 3 hours.)
- Actively participating in meeting discussions and, to the best of the participant's ability, completing the participant's homework. This may include reviewing documents ahead of meetings.
- Actively and respectfully listening to and considering other points of view and interests, and being open to new ideas.
- Taking time outside meetings to understand the City of Redmond's department operation, the Stakeholder Group's purpose, and public input.
- Helping raise awareness, share information, and engage contact networks to understand community perception better.
- Notifying the Stakeholder Group facilitator and the City of Redmond Stakeholder Group Liaison before a scheduled meeting if a participant cannot attend.

The City of Redmond expects the above commitments to take approximately five to ten hours per month.

Technical questions related to the topics under discussion at each meeting will be addressed as possible during the meeting, with any follow-up actions noted. Technical questions beyond the scope of the topics under discussion by the Stakeholder Group will be addressed separately from the Stakeholder Group process, such as through email with city staff.

The names of Stakeholder Group participants and the interests they represent are considered public information and may be posted to the City of Redmond's website. Files containing participants' contact information will be kept separately and will not be released unless required by law.

Participants wishing to withdraw from the Stakeholder Group should inform the City of Redmond Stakeholder Group Liaison in writing and copy the Stakeholder Group facilitator. The City of Redmond will coordinate a suitable replacement.

Operational agreements

Meeting dates
The City of Redmond, with the Stakeholder Group's consultation, determines meeting dates. The dates of upcoming meetings will be shared electronically and posted on the City of Redmond's website at www.redmond.gov/OFH.

Attendance expectations
Group participants are expected to attend the majority of the established meetings (i.e., four out of a total of six meetings). If a participant cannot attend a meeting, they will let the Stakeholder Group Liaison and Stakeholder Group Facilitator know at least two days before the meeting. For meetings that participants miss, they are expected to review meeting notes and/or initiate a meeting with City staff to debrief on the missed meeting.

Quorum requirement
There is no quorum requirement; group participants present and active at each meeting can continue to work in the absence of others.

Meeting materials
The meeting packet (i.e., agenda and any pre-reading material provided by the City of Redmond) is distributed to group participants before each meeting. The meeting agenda will be posted to the City's website before each meeting.

Process facilitation

The City of Redmond provides the services of an independent third-party neutral facilitator to support this Stakeholder Group process. The facilitation team neutrally and impartially supports all stakeholders, maintaining the integrity of the process. This team facilitates communication about the process to stakeholders and other interested parties. The facilitation team will collaborate with the City of Redmond to prepare process designs, meeting agendas, pre-work materials, and final Stakeholder Group products.

Private conversations between a Stakeholder Group participant and the facilitation team will be considered confidential unless otherwise identified. Any written communications are considered public records and may be subject to public disclosure.

Meeting location
Unless otherwise agreed to by the group, meetings will be held both in person in Redmond and online through Zoom.

Meeting summaries
The City of Redmond and facilitation team will provide a notetaker to document key discussion points, action items, and participant feedback at each meeting. Individual positions or sentiments will not be attributed to specific group participants in summaries. The facilitation team will distribute a draft meeting summary to the stakeholder group approximately five business days following the meeting. Participants have one week to provide comments on the summary.

Process outcome

Recommendation memo
The Stakeholder Group's purpose is to provide a recommendation to the City of Redmond regarding the future of the Old Fire House Teen Center facility. The neutral third-party facilitation team will prepare the recommendation memo and earnestly document the recommendation(s) from the Stakeholder Group. Areas of agreement in meetings will be noted by the facilitation team with the intent to develop a consensus recommendation. If a consensus recommendation cannot be reached, a recommendation from the dissenting participants will be included in the final group recommendation.

The Stakeholder Group will have the opportunity to review and share comments on the draft recommendation memo.

Group process report

The neutral third-party facilitation team will summarize the Stakeholder Group process in a report at the end of the process. The report will document the process and the individual and collective feedback heard at key discussion points and process milestones.

As the recommendation memo and final report are products of the facilitation team, Stakeholder Group participants will not be signatories to the final report.

Correspondence

The group may, at times, conduct correspondence via email. Participants are encouraged to email questions and concerns to the City of Redmond Stakeholder Group Liaison, Lindsey Falkenburg, at lfalkenburg@redmond.gov, and copy the Stakeholder Group Facilitator, Darcy Edmunds, at dedmunds@stephersonassociates.com. Correspondence is subject to public disclosure. However, personal contact information will be kept confidential.

Media, photography, and recording

The City of Redmond's media spokesperson for this process is Loreen Hamilton or her designee. Stakeholder Group participants may speak individually to the media outside of meeting sessions, but shall not speak on behalf of the City or the group. Stakeholder Group meetings will not be recorded unless the entirety of the Stakeholder Group approves the recording in advance.

Appendix B: Stakeholder Group meeting materials, presentations, and summaries

Old Fire House Teen Center
Facility Recommendation Stakeholder Group

Meeting #1 Agenda

Updated Sept. 10

Meeting Date and Time

Wednesday, Sept. 10, 6 – 8 p.m.

Meeting Objectives

- Introduce Stakeholder Group members, City of Redmond staff, and facilitation team.
- Establish the Stakeholder Group scope of work, operational procedures, and anticipated meeting topics and schedule (Charter).
- Create a shared understanding of the Old Fire House Teen Center background and needs moving forward.

Meeting Agenda

Time	Item	Presenter(s)
5:45 p.m. *15 mins.*	*Stakeholder Group members are invited to arrive 15 minutes early to meet other members, find a seat (if in-person), and test audio/video (if remote) before the meeting begins.*	
6 p.m. *10 mins.*	**Opening** • Welcome and thank you • Agenda overview	**Darcy Edmunds**, Facilitator
6:10 p.m. *20 mins.*	**Introductions** • Introduce Stakeholder Group members, City of Redmond, and facilitation team	**All**
6:30 p.m. *20 mins.*	**Stakeholder Group Charter** • Charter overview/operational procedures • Preview of upcoming meeting schedule and topics • *Questions/clarifying discussion*	**Darcy Edmunds**, Facilitator
6:50 p.m.	***10-minute break***	
7:00 p.m. *30 mins.*	***Presentation:* Old Fire House Teen Center Background** • History of building & how it's been used	**Loreen Hamilton**, Parks and Recreation Director

Time	Item	Presenter(s)
	• Overview of teen services & programming offered Building condition assessments (part 1 - overview) • *Questions/clarifying discussion*	**Erica Chua**, Recreation Manager
7:30 p.m. *20 mins.*	***Presentation:*** **Teen Services Engagement** • Engagement completed & what was heard • *Questions/clarifying discussion*	**Zach Houvener,** Deputy Parks Director
7:50 p.m. *10 mins.*	**Wrap up, next steps** • ***Menti activity:*** *What questions do you still have that additional community engagement could answer? What questions do you think we should ask at the upcoming focus groups?* • Next meeting details & pre-reading	**Darcy Edmunds**, Facilitator
Adjourn		

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #1 – Sept. 10, 2025

Redmond
WASHINGTON

Welcome from Mayor Birney

Meeting Ground Rules

- Online: **Mute when not speaking** to help others speak clearly and to reduce background noise.
- Online: Use the **"raise hand" feature to ask clarifying questions** during presentations; time will be allotted for discussion after presentations.
- **Actively participate** in the group.
- The **facilitator will guide** the group agenda and process.
- Contact the facilitator if you have any **questions**.

Meeting Objectives

- Introduce Stakeholder Group members, City of Redmond staff, and facilitation team.
- Establish the Stakeholder Group scope of work, operational procedures, and anticipated meeting topics and schedule (charter).
- Create a shared understanding of the Old Fire House Teen Center background and needs moving forward.

Agenda

Time	Item	Presenter(s)
6:10 p.m.	Introductions	All
6:30 p.m.	Stakeholder Group Charter	Darcy Edmunds, Facilitator
6:50 p.m.	10-minute break	
7:00 p.m.	*Presentation:* Old Fire House Teen Center Background	Loreen Hamilton, Parks and Recreation Director Erica Chua, Recreation Manager
7:30 p.m.	*Presentation:* Teen Services Engagement	Zach Houvener, Parks and Recreation Deputy Director
7:50 p.m.	Wrap up, next steps	Darcy Edmunds, Facilitator
8:00 p.m.	Adjourn	

Introductions

Stakeholder Group Members

City of Redmond

Facilitation Team

Introductions – City of Redmond

Instructions

- 1 minute per person
- Share your:
  - Name
  - Role *(connection to OFH and/or teen services)*
  - Your favorite activity to do in Redmond

City of Redmond

- **Loreen Hamilton**, Parks and Recreation Director
- **Zach Houvener**, Parks and Recreation Deputy Director
- **Lindsey Falkenburg**, Parks Planning Manager
- **Erica Chua**, Recreation Manager
- **Vanessa Kritzer**, City Council President
- **Angie Nuevacamina**, Councilmember
- **Steve Fields**, Councilmember

Introductions – Facilitation Team

Instructions

- 1 minute per person
- Share your:
  - Name
  - Role *(connection to OFH and/or teen services)*
  - Your favorite activity to do in Redmond

Facilitation Team

- **Darcy Edmunds**, Facilitator
- **Aileen Dinh**, Facilitation Team

Introductions – Stakeholder Group

Instructions

- 1 minute per person
- Share your:
  - Name
  - Role *(connection to OFH and/or teen services)*
  - Community perspective you represent
  - Your favorite activity to do in Redmond

Stakeholder Group

- Prisha Kudikala
- Aishi Roy
- Alana O'Neill Gaulin
- Freya Reiger
- Tanvi Kulkarni
- Cari Scotkin
- Kathy O'Keefe
- Jodi Pena
- Kristina Wayland
- John Crosley
- Rob Leavitt
- David Cline
- Cameron Boher
- Jeff Lee
- Mark Peterson
- Caroline Chapman
- Onyx Griffiths
- Korvus Denney
- Wolfe Adriatico
- Noah Grandmont
- Kate Becker
- Kristie Neklason

Stakeholder Group Charter and Process

Purpose

Outcome

Role expectations

Schedule

Charter questions and clarifying discussion

Process overview, MODA, and meeting approach

Purpose

- The City Council must decide whether to renovate or rebuild the Old Fire House Teen Center (OFH) facility.
- A decision is needed soon, as the building's overall condition could limit the options.
- **The City is seeking input from this Stakeholder Group to inform the City Council's decision.**

Outcome

The **Stakeholder Group will provide a recommendation** to the City Council by Nov. 12, 2025, to either:

- **Renovate** the current building structure.
- **Investigate rebuilding** the structure (i.e., conduct further study into rebuilding in the current location or an unknown new location).

Role expectations

During meetings:

- Attend up to six meetings in 2025.

- Actively participate in meeting discussions, respectfully listening to and considering other points of view and interests, and being open to new ideas.

Time between meetings:

- Complete pre-meeting "homework", learning about the City of Redmond's department operation, the Stakeholder Group's purpose, and public input.

- Help raise awareness, share information, and engage contact networks to understand community perception better.

Role expectations

Miscellaneous

- Stakeholder Group participants may speak individually to the media outside of meeting sessions but *shall not speak on behalf of the City or the group*.

- Stakeholder Group meetings will not be recorded *unless the entirety of the Stakeholder Group approves the recording in advance*.

Schedule

September - November 2025

We Are Here!

Stakeholder Group Meeting 1

Sept. 10

Public Focus Groups

Sept. 22 and Sept. 24

In-person

Online meeting

Sept. 17

Stakeholder Group Meeting 2

Online meeting (TBD)

Oct. 1

Stakeholder Group Meeting 3

Stakeholder Group Meeting 4

Oct. 8

Online meeting (TBD)

Online meeting (TBD)

Oct. 22

Stakeholder Group Meeting 5

Stakeholder Group Meeting 6

Oct. 29

Hybrid

Nov. 12

City Council Meeting

City Council Decision

Nov. 18

Questions from this Group

Pre-submitted questions:

- *Can stakeholder group meetings be recorded rather than relying solely on meeting summaries?*
- *Why will determining the details of rebuilding of the facility be a separate process from the current decision (i.e., renovate or rebuild)?*

Other questions from the group?

❖ Based on your feedback, there will be no public comment and observation at the stakeholder meetings.

City Council and Community Engagement

City Council Teen Center Subcommittee

- Observes the engagement process, stakeholder group meetings, and provides feedback to staff and the full Council
- Members:
  - Vanessa Kritzer, Council President
  - Angie Nuevacamina, Councilmember, PES COW Chair
  - Steve Fields, Councilmember

Focus Groups

- Open to the public to hear more voices in the process
- Feedback will be shared with the Stakeholder Group to inform the final recommendation
- Key audiences:
  - Current teen drop-in users
  - Teen music program participants
  - Parents and caregivers
  - Service providers
  - OFH alumni
  - Future teens

Feedback and Decision Making

Stakeholder Group Recommendation

Provides recommendation to City Council

Focus Group Input

Provides feedback to Stakeholder Group and City Council

Council Decision

City Council reviews and considers all feedback and makes decision

Process: Multi-Objective Decision Analysis (MODA)

1. Factors

Create a shared understanding of the recommendation factors.

2. Weighting

Determine relative importance of each factor and assign corresponding weights.

3. Scoring

Score each option (i.e., renovate or rebuild) for each weighted factor.

4. Recommendation

Discuss results and determine recommendation.

Approach: Meeting 1

Timing: ***Wednesday, Sept. 10***

"What do we currently know?"

- Hold introductions, review role, expectations, process.
- **Present background information** *(facility background, engagement reports, etc.)* and answer questions.

Approach: Meeting 2

Timing: ***Wednesday, Sept. 17***

"What factors or criteria are we considering?"

"Do the factors influence the recommendation equally?"

- **Present technical information** from facility condition assessments.
- **Present recommendation factors** *(e.g., cost, lifespan, etc.)* and definitions.
- **Activity: <u>Score recommendation factors</u>** by how much weight they should have in the recommendation.

Focus group meetings:

Sept. 22 at 6 p.m. at RSCC

Sept. 24 at 5 p.m. at RCCMV

Mentimeter

Approach Meeting 3

Timing: ***Wednesday, Oct. 1***

"What data can we use to compare the options?"

"How do the options compare?"

- **Present the options' data** by factor
- **Activity: <u>Score options</u>** *(i.e., renovate or rebuild)* by how well each options performs for each factor.
- **Review scores and discuss.**

Mentimeter

Approach: Meeting 4

Timing: ***Wednesday, Oct. 8***

"How are the scores affected when we apply weighted values?"

- **Present weighted option scores** (by factor and total).
- **Discuss weighted scores and start building consensus** around recommendation.

Note: scoring is intended to inform group discussions and recommendations; each option's score totals do not decide the group recommendation.

Approach: Meeting 5

Timing: ***Wednesday, Oct. 22***

"Have we documented your recommendation accurately?"

- **Present draft recommendation**; facilitated discussion on agreement or changes needed.

Note: If a consensus recommendation cannot be reached, a recommendation from the dissenting members will be included in the final group recommendation.

Approach: Meeting 6

Timing: ***Wednesday, Oct. 29***

"Thank you! Here's what comes next..."

- **Present final recommendation** to be shared with City Council.
- **Confirm recommendation**.
- Share next steps.

Background and Community Involvement

Old Fire House Teen Center Timeline

2014
- OFH was found deficient and recommended a hazardous material study.

2015
- Good Faith Report was completed and findings incorporated in ongoing maintenance and operational practices.

2024
- Updated Facility Condition Assessment completed showing worsening condition of facility.

Q2 2025
- Operations moved out of Old Fire House Teen Center as maintenance time, cost, and complexity increased difficulty of maintaining safe environment.

July 2025
- Additional assessments completed and findings presented to City Council.

Next Steps
- Community Engagement in Stakeholder and Focus Group format.
- City Council decision on the current facility.

Old Fire House Teen Center Assessment

Included

- Interior Accessibility
- Structural Assessment (Seismic)
- Building Envelope
- Interior Finishes
- Mechanical, Plumbing, Fire & Electrical
- Hazardous Materials

Not Included

- Wood rot investigation
- Geotechnical (foundation) study
- Hazardous Materials in CMU blocks (potentially vermiculite)

Key Assessment Findings

- Seismic/structural risk
- Foundation
- Building envelope and roof failure
- Out-of-date systems
- Accessibility
- Civil site issues
- Hazardous materials

Teen Services and Programming

Music Programming

- Teen Engineering internship
- Recording studio
- Open Mic Nights
- Friday Concerts
- Battle of the Bands

Drop-In

- Programming offered at free or low cost no pre-registration required
- Dedicated staff providing mentorship and consistency
- Free counseling services offered by Youth Eastside Services (YES)

Leadership

- Redmond Youth Partnership Advisory Committee (RYPAC)
- Community Service Opportunities
- Program leadership opportunities for drop-in programming

Registered Programs

- Music Classes
- Cooking Classes
- Art Programming
- Trips & Tours
- Teen Camps
- Events

Teen Services Engagement Summary

Comprehensive Engagement

Launched engagement process in Spring 2025 to understand teen needs and priorities.

Audiences

Engaged current and future teens (ages 11-19), parents and families, teen service providers, and community members.

Future Planning

Feedback will inform teen services planning and Stakeholder and Focus Group process

Engagement Purpose

Gather insights on:

- **What** Redmond teens need
- **How** teen services and programming can meet teens' needs
- **Where** and how teens access services and programs
- **How** the City can better support teens

Teen Services Engagement Timeline

Engagement planning
December 2024 – March 2025

Planning interviews
January – February 2025

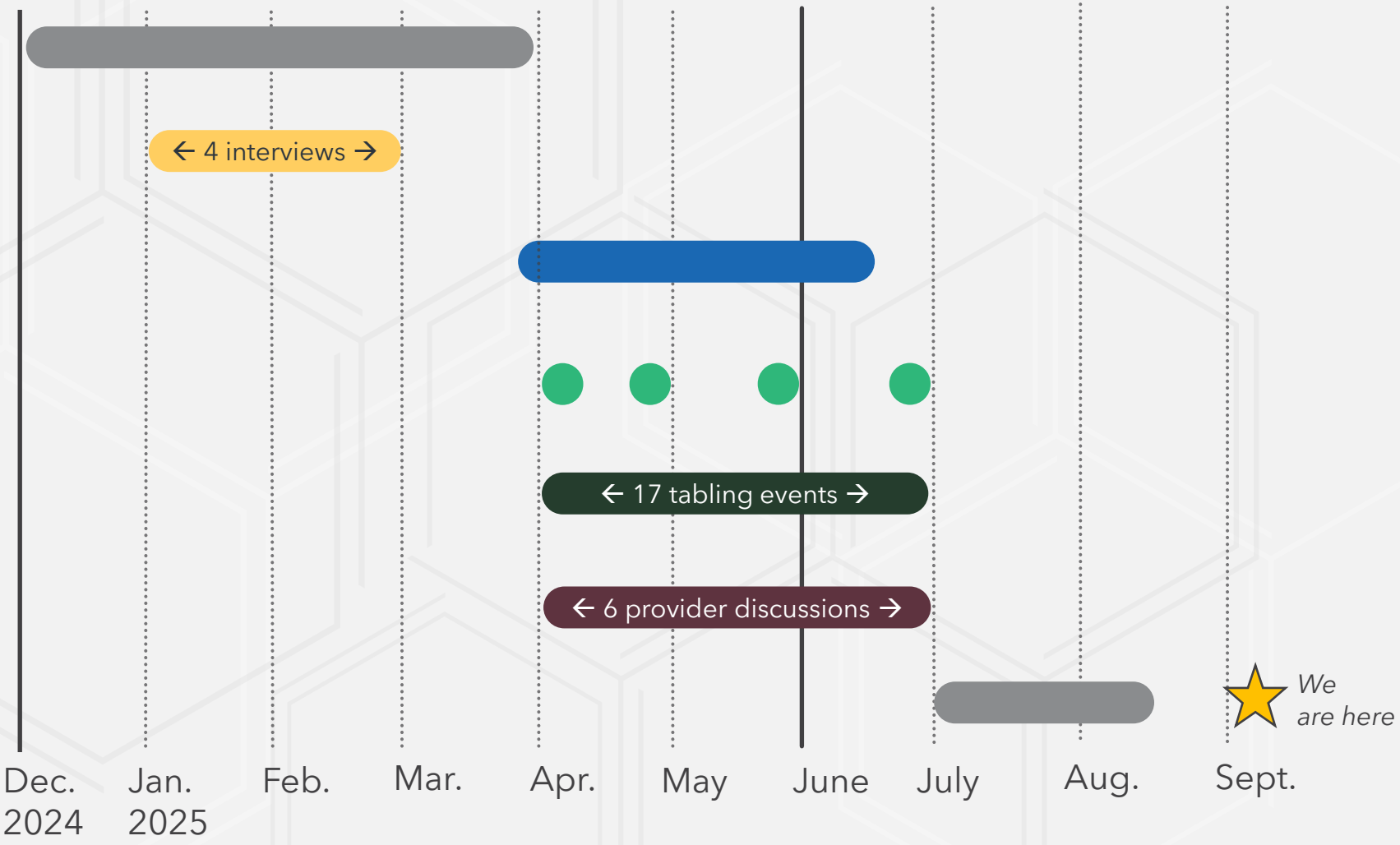
Teen services questionnaire
March 28 – June 16, 2025

Community listening sessions and teen group meetings

Tabling at events and schools
April – June 2025

Service provider discussions
April – June 2025

Engagement reporting
July – August 2025



What We Heard

Teens' needs:

- Safe and dedicated teen-only spaces that create a strong sense of connection, belonging, and ownership
- Outlets for creative expression and development of life skills
- Programs designed and led by teens
- Expanded music and creative arts
- Career prep, leadership, volunteerism, life skills, and academic support
- Mental health services and resources
- Culturally responsive programming
- Transportation/location
- Relatable staff

Questions?

Wrap Up

- *What questions do you still have?*

Join at **menti.com** | use code **1786 8408**

Next Steps

- **Next meeting:** Wednesday, Sept. 17, virtual
- **Pre-meeting reading**
  - Recommendation Factors Overview
  - 2025 Facility Condition Assessment
  - 2025 Teen Services Engagement Report
  - 2017 Redmond Community Centers Plan
- **Topics**
  - Recommendation factors and definitions
  - Technical information from facility condition assessments
  - Findings from teen services engagement
  - Overview of City's long-term strategic planning
  - *Activity:* Score recommendation factors

Thank you!

Redmond
WASHINGTON

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #1 Summary – Sept. 10, 2025, 6 – 8 p.m.

Meeting Objectives

- Introduce Stakeholder Group members, City of Redmond staff, and facilitation team.
- Establish the Stakeholder Group scope of work, operational procedures, and anticipated meeting topics and schedule (charter).
- Create a shared understanding of the Old Fire House Teen Center background and needs moving forward.

Attendees

Stakeholder Group

- Alana O'Neill Gaulin
- Cameron Boher
- Cari Scotkin
- Caroline Chapman
- David Cline
- Jeff Lee
- Jodi Peña
- John Crosley
- Kate Becker
- Kathy O'Keefe
- Kristie Neklason
- Kristina Wayland
- Mark Peterson
- Rob Leavitt
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen

City Council Teen Center Subcommittee

- Vanessa Kritzer, City Council President
- Steve Fields, Councilmember

City of Redmond Staff

- Loreen Hamilton, Parks and Recreation Director
- Zach Houvener, Parks and Recreation Deputy Director
- Lindsey Falkenburg, Parks Planning Manager
- Erica Chua, Recreation Manager

Facilitation Team

- Darcy Edmunds, Facilitator, Stepherson & Associates Communications
- Aileen Dinh, Facilitation Team, Stepherson & Associates Communications

The names of group members under the age of 18 are not listed for privacy.

Meeting Summary

Opening and Introductions
Mayor Angela Birney provided a welcome to the Stakeholder Group.

Darcy Edmunds, Facilitator, presented the meeting ground rules, meeting objectives, and agenda, and facilitated introductions around the room.

Stakeholder Group Charter
Darcy provided an overview of the Stakeholder Group charter and process, including the purpose and outcome of the process, role expectations, schedule, City Council and community engagement, the Multi-Objective Decision Analysis (MODA) process, and Stakeholder Group meeting approach.

Group members asked the following questions during the meeting:

Q. Will the group decide if Stakeholder Group meetings will be recorded?
A. Meetings will not be recorded to respect the privacy of the group. As some members reported they would feel uncomfortable with community members observing the meetings, there will also be no public observation of the meetings. To maintain transparency of the stakeholder group meeting process, meeting summaries will aim to document group conversation as genuinely as possible and will be posted on the City's website. Members will have the opportunity to review and comment on meeting summaries before they are posted online.

Q. Are the two options for the Old Fire House Teen Center (OFH) building's future to renovate the current building structure or rebuild the structure? Will the Stakeholder Group be expected to make a recommendation to City Council based on these options, and will the recommendation include the building amenities, size, or design?
A. The Stakeholder Group will provide a recommendation to City Council to either renovate or rebuild the structure. This recommendation will inform the City Council's decision on the building's future. With the previous Redmond Senior & Community Center building process, the process was similarly broken up into multiple decision points and engagement phases to allow for more targeted, focused conversations and to more feasibly evaluate the options at hand. Once City council makes their decision to renovate or rebuild the OFH building, there will be further engagement and decision-making processes to determine building amenities, size, and design.

Q. If the Stakeholder Group recommends renovating the OFH building, can the renovation occur?
A. Yes, at this point in time, renovating the building is a feasible option. The City Council will decide whether to renovate or rebuild.

Q. Will determining the location for rebuilding the structure be in a future decision-making process?
A. Yes, the scope of the current process does not include the location for the rebuilt structure. The current process is focused on the future of the current OFH building.

Q. How much would it cost to do the most basic renovation of the OFH building?
A. The consultant who conducted the July 2025 Facility Condition Assessment will present at Meeting #2 on Sept. 17 and can speak more to estimated costs, including their recommendation for a renovation.

Presentation: Old Fire House Teen Center Background
Loreen Hamilton, Parks and Recreation Director, provided an overview of the OFH timeline, 2025 Facility Condition Assessment scope, and key assessment findings.

Q. How much of the OFH building structure, including its walls, contains hazardous materials?
A. The city facilities manager can provide more information on this topic at the following Stakeholder Group meeting. Since the exterior walls are original to the building, any physical disturbance could release hazardous materials.

Q. What is the building envelope?
A. The building envelope is the exterior walls of the building.

Q. Is there wood rot in the OFH building structure?
A. Yes, if there are signs of wood rot (e.g., water penetration), then wood rot is present. The City cannot determine the full extent of the wood rot without breaking into the walls.

Q. When speaking about building accessibility, is it in reference to ADA accessibility or the building's location? Does the OFH building have accessibility issues?
A. The building's accessibility is in reference to ADA requirements, such as door width and restroom accessibility. The OFH building's accessibility issues include an insufficient door width and areas with no ramps, preventing wheelchair access. Improving accessibility would involve removing these barriers to accessing the building and its services.

Q. When did the City become aware of the OFH building's issues, and why was the decision made to relocate services out of the building?
A. The 2024 Facility Condition Assessment was completed at the end of 2024. Following discussions with City leadership and maintenance staff in early 2025, services were relocated from the OFH building in April 2025 for safety reasons. The full extent of the building's issues as described in this meeting was provided to the City in July 2025 through the 2025 Facility Condition Assessment results.

Presentation: Teen Services and Programming
Erica Chua, Recreation Manager, provided an overview of city teen services and programming previously offered at the OFH and currently being offered at the Redmond Community Center at Marymoor Village (RCCMV) and other city facilities.

Q. Does the City have data on how participation in teen services and programming has changed over time?
A. In 2024, the OFH building served about 120 teens, with typical evening drop-in attendance of ten to 25 people for drop-in activities, music activities, or classes. Currently, the drop-in teen space at the RCCMV serves about 50 unique teens. Average drop-in attendance

is about two to five teens per evening. Friday music concerts typically draw 50+ attendees, with higher numbers for music events such as Battle of the Bands. The Redmond Youth Partnership Advisory Committee (RYPAC) maintains consistent membership of 30-50 members.

Q: Does the number of unique visitors to the RCCMV teen drop-in space include RYPAC members?
A: Yes, the 50 unique visitors includes all teens who visit and use space, including RYPAC members, drop-in users, music event attendees, and other activities.

Q. How did the City track the number of users that the OFH building served?
A. All users who came into the building were asked to sign in. If there's an issue while teens are present, staff have their emergency contact information on hand. The same software system for signing in is used at all City facilities.

Presentation: Teen Services Engagement
Zach Houvener, Parks and Recreation Deputy Director, provided an overview of the spring/summer teen services engagement process, timeline, and feedback received from the community on teens' needs.

Q. Do surrounding cities have similar teen programs and centers exclusively for teens?
A. Several nearby cities offer teen-specific programming. The Kirkland Teen Union Building (KTUB) has similar programs. Auburn operates a teen-dedicated center. Issaquah has a standalone drop-in space called The Garage. Seattle has multiple teen centers throughout the city, with a teen center in White Center as well. The Vera Project operates as a standalone facility within Seattle Center, with Kate Becker as a resource.

Q. Does the walking route from the Marymoor Village station to the Redmond Community Center at Marymoor Village still require teens to walk across a wide road? Are there plans to improve the route from light rail to Marymoor via 176th Avenue?
A. When the Marymoor Village light rail station opened, the City added a sidewalk on NE 70th Street to create a safe and accessible route that cuts through the apartments. The City will also create a crosswalk where Google Maps usually directs people walking to the community center. The City will add a signaled crosswalk at 176th Ave with flashing beacons and completing sidewalk connections.

Wrap Up and Next Steps
Darcy facilitated a Mentimeter poll to gather group members' input on questions they still have on the process, questions that additional community engagement could answer, and questions that the City can ask the public focus groups on Sept. 22 and Sept. 24. *For the full list of questions submitted through the Mentimeter poll, see the Meeting 1 Mentimeter Poll Results attached to this summary.*

Lindsey Falkenburg, Parks Planning Manager, noted that while it's important to understand the current context of the RCCMV teen drop-in space, the focus should remain on making recommendations for the OFH building and how it will move forward, rather than getting drawn into comparisons between the two spaces.

Q. Can more opportunities be made for the Stakeholder Group to meet in-person or have hybrid meetings, or can online meetings include getting-to-know-you activities to hear the histories and stories of group members? In-person meetings contribute to more authentic connection and collaboration and supports the development of a good recommendation.
A. The City and facilitation team will send a survey to the Stakeholder Group to determine which of the future meetings can be held in hybrid format.

Q. Can video tours or documentation of the interior of the OFH building be provided?
A. The City will gather documentation of the OFH interior for the following meeting.

Q. For the option of rebuilding the structure, can the recommendation be limited to rebuilding the structure in the same location and not on a different unknown location? If the option of rebuilding includes other locations, this may affect my personal recommendation.
A. The recommendation to City Council will be narrative document that can include nuance, such as conditional recommendations. The current site has size limitations, and the way codes and planning requirements have changed in the City make it difficult to determine if a rebuild on-site can serve teens in all the ways that the community would like. Rather than making a recommendation that might later be constrained by design limitations, the process will focus first on having robust conversations about what teens need, so the decision on where to build can accommodate those needs.

Q. Is it possible to preserve the OFH building's aesthetic to honor its historical significance if the choice is made to rebuild the structure in another location?
A. Over the next eight weeks, the Stakeholder Group process will explore the details of what is wanted within the option that is recommended. Honoring the OFH building's historical significance is possible through a rebuild and relocation, similar to how the Vera Project handled its relocation while embodying their space's essence. The group's discussion will also consider how each option fits into the broader facilities landscape in Redmond. The next phase of engagement following the decision to renovate or rebuild will engage this Stakeholder Group as well.

Q. What format will the final recommendation to City Council take?
A. The recommendation will be a one-to-two-page document that explains the context leading to the recommendation. This format allows for nuanced and complex recommendations rather than simple directives, ensuring the City Council receives comprehensive information to inform their decision-making.

Darcy provided information on the next Stakeholder Group meeting on Oct. 17 and thanked the group members for their participation before adjourning the meeting.

Old Fire House Teen Center
Facility Recommendation Stakeholder Group
Meeting #2 Agenda

Meeting Date and Time
Wednesday, Sept. 17, 6 – 8:30 p.m.

Meeting Objectives
- Check in on reflections since meeting 1, and what members might be hearing from their communities.
- Learn more about the OFH facility condition assessment findings, day-to-day facility maintenance needs, and how the City strategically plans community center facilities.
- Create a shared understanding of the recommendation factors (e.g., cost, lifespan) and score the factors by how much weight they should have in the group's recommendation.

Meeting Agenda

Time	Item	Presenter(s)
5:40 p.m. *20 mins.*	*Stakeholder Group members are invited to arrive 20 minutes early to connect with other members and test audio/video before the meeting begins.*	
6 p.m. *10 mins.*	**Opening** • Welcome and agenda overview • Checking in	**Darcy Edmunds**, Facilitator
6:10 p.m. *30 mins.*	**Recommendation Factors Overview** • Share recommendation factors and definitions	**Darcy Edmunds**, Facilitator
6:40 p.m. *30 mins.*	**OFH Facility Condition Assessment** • Overview of assessment and key findings	**Brett Hanson**, Consultant with Mackenzie Inc.
7:10 p.m.	***10-minute break***	
7:20 p.m. *10 mins.*	**City Facilities Maintenance Overview** • Day to day facility maintenance needs	**Quinn Kuhnhausen**, Facilities Manager
7:30 p.m.	**City Sustainability Goals Overview**	**Jenny Lybeck,** Environmental

Time	Item	Presenter(s)
10 mins.	• City goals of reducing environmental footprint of city facilities	Sustainability Program Manager
7:40 p.m. *10 mins.*	**City Strategic Planning Overview** • Community feedback previously received on long-term strategic planning efforts	**Loreen Hamilton**, Parks and Recreation Director
7:50 p.m. *20 min.*	**Menti Poll: Scoring of Recommendation Factors** • Members score recommendation factors on Menti • Discuss results	**Darcy Edmunds**, Facilitator
8:10 p.m. *10 mins.*	**Wrap up, next steps** • Reflection question • Next meeting details and pre-reading • Closing thoughts	**Darcy Edmunds**, Facilitator
8:20 p.m. Adjourn		

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #2 – Sept. 17, 2025

Redmond
WASHINGTON

Reminder on Meeting Ground Rules

- Please remain muted when not speaking to help others speak clearly and to reduce background noise.
- Actively participate in the group.
- Contact the facilitator if you have any questions.
- The facilitator will guide the group agenda and process.
- Please hold your questions until after each presentation. Use the “raise hand” feature or type your question in the chat, and we’ll address them during the Q&A following each presentation.

Meeting Objectives

- **Check in** on reflections since meeting 1, and what members might be hearing from their communities.
- Create a shared understanding of the **recommendation factors** (e.g., cost, lifespan).
- **Learn more** about:
  - The OFH facility condition assessment findings
  - Day-to-day facility maintenance needs
  - Environmental and sustainability goals for City facilities
  - How the City strategically plans community center facilities
- **Score the factors** by how much weight they should have in the group's recommendation.

Agenda

Time	Item	Presenter(s)
6 p.m.	Opening	**Darcy Edmunds**, Facilitator
6:10 p.m.	Recommendation Factors Overview	**Darcy Edmunds**, Facilitator
6:40 p.m.	OFH Facility Condition Assessment Overview	**Brett Hanson**, Consultant with Mackenzie Inc.
7:10 p.m.	*10-minute break*	
7:20 p.m.	City Facilities Maintenance Overview	**Quinn Kuhnhausen**, Facilities Manager
7:30 p.m.	City Sustainability Goals Overview	**Jenny Lybeck,** Sustainability Manager
7:40 p.m.	City Strategic Planning Overview	**Loreen Hamilton**, Parks and Recreation Director
7:50 p.m.	Menti Poll: Scoring of Recommendation Factors	**Darcy Edmunds**, Facilitator
8:10 p.m.	Wrap up, next steps	**Darcy Edmunds**, Facilitator
8:20 p.m.	Adjourn	

Checking in

- What is everyone thinking after last meeting?
- Have you reached out to your community about your involvement in this process?
- If so, what reactions have you heard?

Checking in

Note: Stakeholder Group engagement and broader community engagement will continue after the Nov. 18 City Council decision **whether the decision is to renovate or rebuild.**

Overview of Recommendation Factors

Process: Multi-Objective Decision Analysis (MODA)

1. Factors

Create a shared understanding of the recommendation factors.

2. Weighting

Determine relative importance of each factor and assign corresponding weights.

3. Scoring

Score each option (i.e., renovate or rebuild) for each weighted factor.

4. Recommendation

Discuss results and determine recommendation.

Recommendation Factors

Factor	Definition
Accessibility	*How each option can incorporate universal design and accessibility and address community access needs.*
Community sentiment	*Community attitudes towards each option, including appreciation for history/legacy, and affection for the space.*
Environmental sustainability	*How well each option supports the City's goals of reducing environmental footprint of City facilities.*
Estimated costs	*Estimated costs of each option.*
Equity and inclusion	*How each option promotes access for underserved residents.*
Expansion	*Potential of each option to expand or reconfigure the facility.*
Functionality and user needs	*How each option meets the community's evolving and future needs in capacity, layout, programming, etc.*
Lifespan of facility	*How long each option could be used by the community.*
Location	*How each option meets the community's location needs.*
Maintenance and operations	*Each option's expected annual and long-term operations/upkeep/maintenance needs and costs.*
Safety and regulatory compliance	*Each option's safety and regulatory compliance needs (e.g., seismic safety, life safety).*
Strategic planning	*How each option aligns with the City's long-term strategic planning (e.g., Parks Plan, RSCC process, etc.) and previous feedback gathered from the strategic planning's community engagement efforts.*
Timeline to open	*How long it would take for each option to begin operations and be used by the public.*

Accessibility

How each option can incorporate universal design and accessibility and address community access needs.

Community Sentiment

Community attitudes towards each option, including appreciation for history/legacy, and affection for the space.

Environmental Sustainability

How well each option supports the City's goals of reducing environmental footprint of City facilities.

Estimated Costs

Estimated costs of each option (does not include potential expansion).

Equity and Inclusion

How each option promotes access for underserved residents.

Expansion

Potential of each option to expand or reconfigure the facility.

Functionality and user needs

How each option meets the community's evolving and future needs in capacity, layout, programming, etc.

Lifespan of facility

How long each option could be used by the community.

Location

How each option meets the community's location needs.

Maintenance and operations

Each option’s expected annual and long-term operations, upkeep, and maintenance needs and costs.

Safety and regulatory compliance

Each option’s safety and regulatory compliance needs (e.g., seismic safety, life safety).

Strategic planning

How each option aligns with the City's long-term strategic planning (e.g., Parks Plan, RSCC process) and previous feedback gathered from the strategic planning's community engagement efforts.

Timeline to open

How long would it take each option until they can be used by the public.

Discussion

Are there any other recommendation factors that you think should be considered?

OFH Facility Condition Assessment

Brett Hanson, Mackenzie Inc.

Team

PERTEET Civil Engineering & Hazardous Materials

MACKENZIE. Architecture & Structural Engineering

HARGIS Mechanical, Electrical, Plumbing & Fire

Wiggins Preconstruction Services Cost Estimation

Process

- Assess the Teen Center for structural, accessibility, and life-safety conditions based on existing reports
- Provide on-site verification and supplemental analysis of existing conditions
- Compile report of building condition to facilitate City of Redmond's evaluation
- Generate high-level cost estimates for renovation or demolition and new construction

Roof | Envelope

- Water intrusion is present in various parts of the structure. Exact extents of intrusion unclear
- Roofing is nearing end of life with patches, bubbling, and leaks
- Gutters and flashing are failing
- Limited to no insulation in roof or walls
- Full roofing system replacement is required
- Exterior windows broken or failing

Water-Damaged Roof Deck

Water Intrusion at Failing Flashing

Structural

- Structure does not conform to modern standards for seismic collapse prevention and life safety
- A voluntary 2002 seismic retrofit improved performance, but did not consist of a full seismic upgrade
- The hose tower was not upgraded and poses a seismic risk
- The building is in a low-to-moderate hazard zone for liquefaction. More geotechnical investigation is required to understand foundation retrofit requirements
- Roof diaphragm will require strengthening

Hose Tower - Unreinforced CMU on Worn Concrete Frame

Hazardous Materials

- Original windows contain asbestos and lead-based paint
- Plaster and insulation on some building piping contains asbestos
- Rubber bases are set in asbestos mastic and paint is assumed to contain lead
- Worn floors are set on asbestos materials and need to be replaced
- White skim coat plaster on concrete block walls contains asbestos
- Remodeling or replacement requires abatement of all hazardous materials

Original Windows Contain Lead Paint and Asbestos

Asbestos Mastic Behind Rubber Base

Accessibility

- Stairs present egress and fall hazards, some lacking adequate handrails or non-uniform risers
- Ramps or lifts are required in numerous locations
- Kitchen does not meet accessibility requirements throughout
- Restrooms require accessibility adjustments
- Doors do not meet accessibility clearance and hardware requirements
- Exterior surfaces do not meet current ADA standards

No Handrails and Non-Uniform Risers

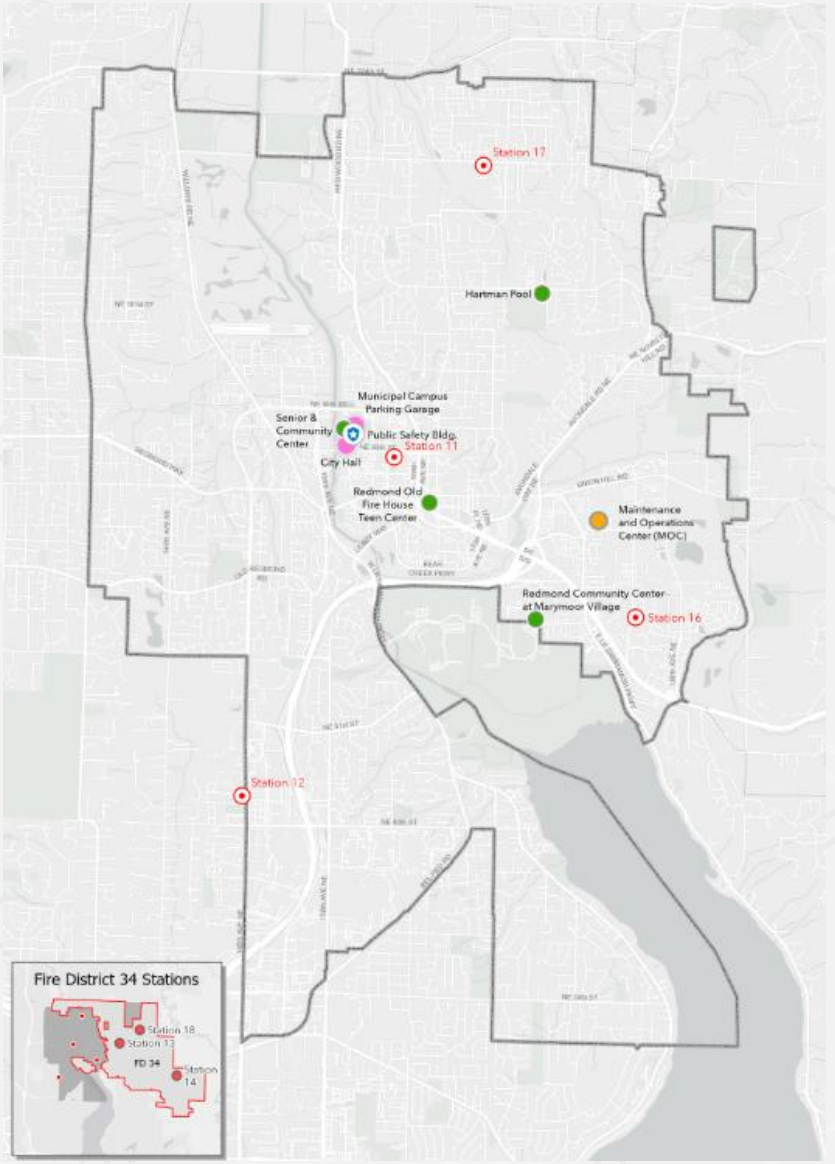
Questions?

10-minute break

City Facilities Maintenance Overview

Quinn Kuhnhausen, Facilities Manager

- Facilities Team and Capacity
- Redmond's Facilities Portfolio
  - Fire, Public Safety, Administrative, Parks and Recreation, Maintenance and Operations
- Preventative Maintenance vs Reactive Maintenance
- Capital Improvement Program



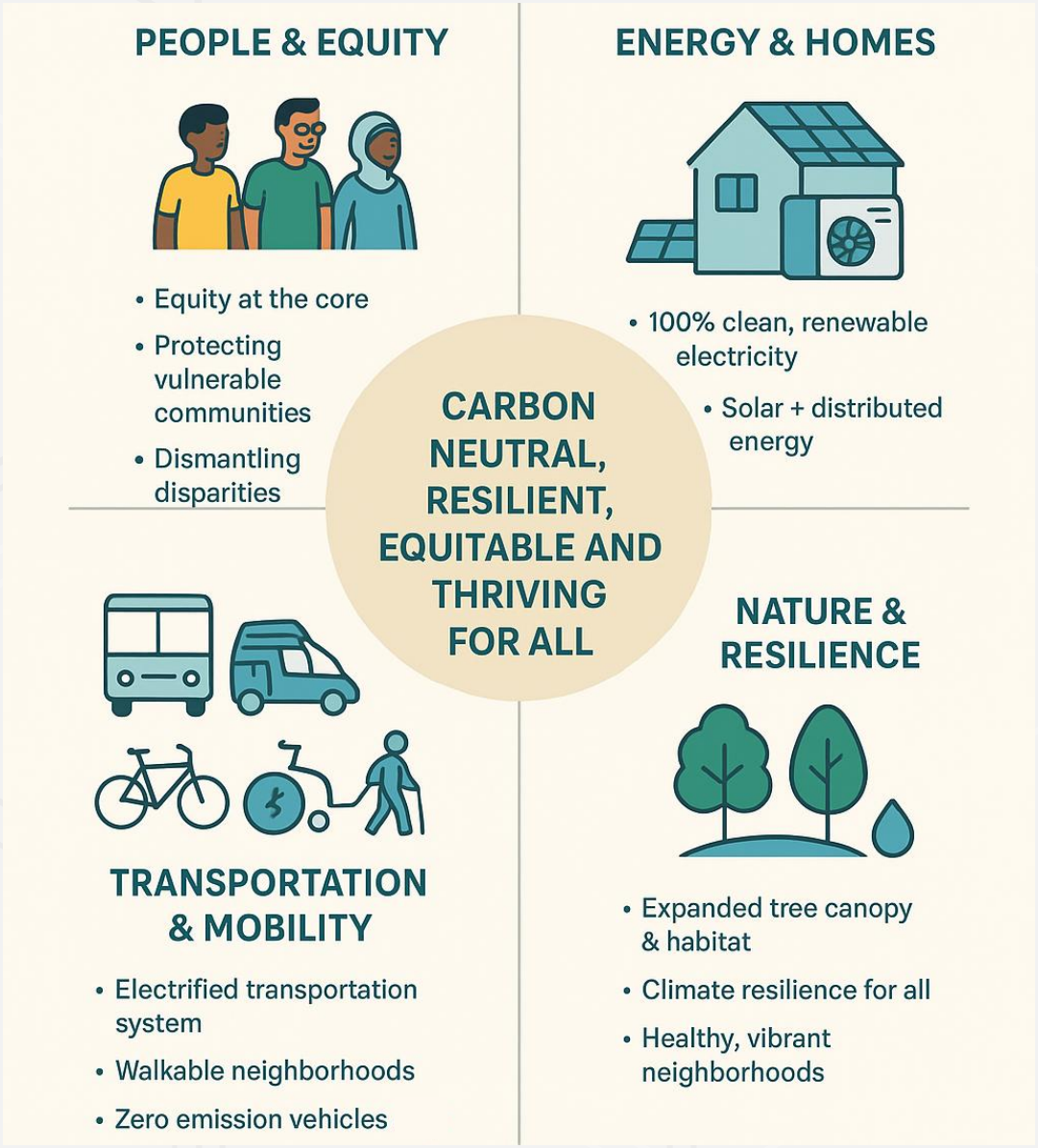
Questions?

City Sustainability Goals Overview

Jenny Lybeck, Environmental Sustainability Program Manager

Vision

- In 2050, Redmond is…
  - Carbon neutral, powered by clean electricity
  - Connected by a safe, walkable/bikeable network
  - Climate resilient urban forest and natural environment



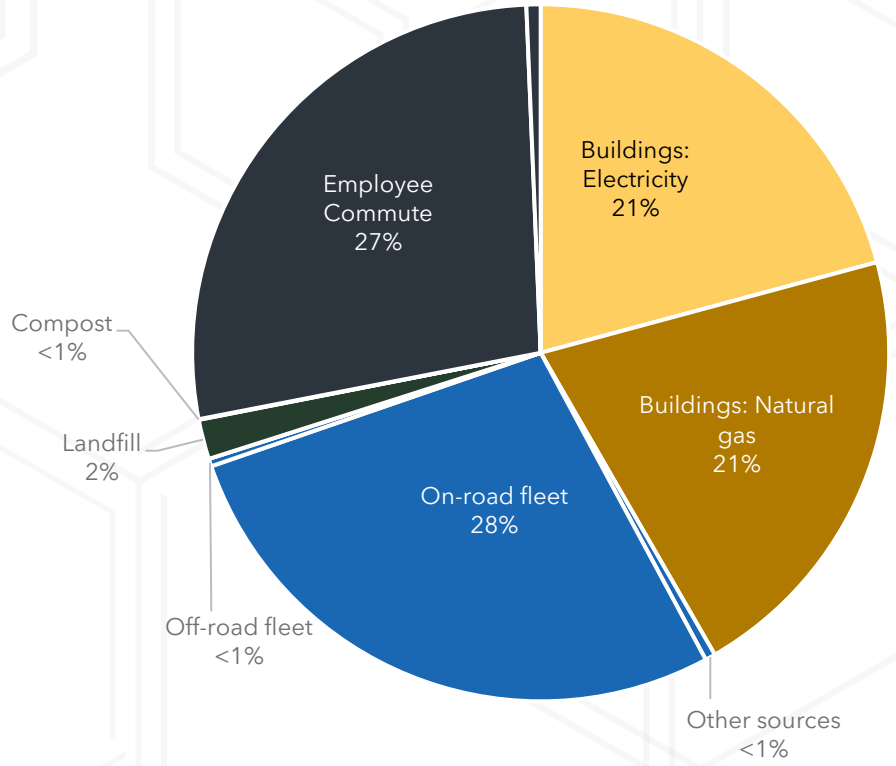
Environmental Sustainability

- Environmental Sustainability Action Plan
  - Net zero GHG emissions by 2050
  - 5 Big Moves
    - Make Existing Buildings Better
    - Build Efficient and Resilient New Buildings
    - Provide Safe and Sustainable Transportation
    - Achieve Zero Waste of Resources
    - Foster a Resilient Community and Environment
- 2020 Council Climate Emergency Declaration
  - Net zero GHG emissions from City operations by 2030

City Ops Building Decarbonization Efforts

- Buildings account for ~42% of City ops emissions
  - Pathway for existing City facilities:
    - Remove gas
    - Increase energy efficiency
    - Enhance resilience
    - Be a good grid citizen
  - Redmond Senior & Community Center
    - All electric
    - Highly efficient
    - On site solar + energy controls
    - Solar + demand response ready

GOVERNMENT OPERATIONS 2023 GHG EMISSIONS, BY SECTOR



Questions?

City Strategic Planning Overview

Loreen Hamilton, Parks and Recreation Director

Why Do Cities Plan?

- Washington State Growth Management Act
  - Redmond 2050 – Redmond's Comprehensive Plan
  - Capital Facilities Plan 2050 – General Government
  - Park Element
- Washington State Recreation & Conservation Office
  - PARCC Plan Requirement (every 6 years)
- Ability to be responsive as opposed to reactive
- Planning and community engagement based on gaps in systems

Questions?

Scoring of Recommendation Factors

Darcy Edmunds, Facilitator

Recommendation Factors

Factor	Definition
Accessibility	*How each option can incorporate universal design and accessibility and address community access needs.*
Community sentiment	*Community attitudes towards each option, including appreciation for history/legacy, and affection for the space.*
Environmental sustainability	*How well each option supports the City's goals of reducing environmental footprint of City facilities.*
Estimated costs	*Estimated costs of each option.*
Equity and inclusion	*How each option promotes access for underserved residents.*
Expansion	*Potential of each option to expand or reconfigure the facility.*
Functionality and user needs	*How each option meets the community's evolving and future needs in capacity, layout, programming, etc.*
Lifespan of facility	*How long each option could be used by the community.*
Location	*How each option meets the community's location needs.*
Maintenance and operations	*Each option's expected annual and long-term operations/upkeep/maintenance needs and costs.*
Safety and regulatory compliance	*Each option's safety and regulatory compliance needs (e.g., seismic safety, life safety).*
Strategic planning	*How each option aligns with the City's long-term strategic planning (e.g., Parks Plan, RSCC process, etc.) and previous feedback gathered from the strategic planning's community engagement efforts.*
Timeline to open	*How long it would take for each option to begin operations and be used by the public.*

Scoring of Recommendation Factors

Join at **menti.com** | use code **4852 3071**

Reflection

- *What else would you like to know about the factors or the OFH building to help inform your recommendation (i.e., renovate or rebuild)?*

- *What are you leaving tonight's meeting thinking differently about?*

Join at **menti.com** | use code **4852 3071**

Next Steps

- **Next meeting:** Wednesday, Oct. 1 (format TBD)

- **Topics**
  - Focus group feedback
  - City Council briefing feedback
  - Additional informational presentations (TBD)
  - Scoring options (renovate or rebuild) by factor

❖ **Next week's public focus group meetings**
  - Sept. 22, 6 p.m. at Redmond Senior & Community Center
  - Sept. 24, 5 p.m. at Redmond Community Center at Marymoor Village

Thank you!

Redmond
WASHINGTON

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #2 Summary – Sept. 17, 2025, 6 – 8:30 p.m.

Meeting Objectives

- Check in on reflections since meeting 1, and what members might be hearing from their communities.
- Learn more about the Old Fire House (OFH) facility condition assessment findings, day-to-day facility maintenance needs, and how the City strategically plans community center facilities.
- Create a shared understanding of the recommendation factors (e.g., cost, lifespan) and score the factors by how much weight they should have in the group's recommendation.

Attendees

Stakeholder Group

- Alana O'Neill Gaulin
- Cari Scotkin
- Caroline Chapman
- David Cline
- Jeff Lee
- Jodi Peña
- Kate Becker
- Kristie Neklason
- Kristina Wayland
- Mark Peterson
- Rob Leavitt
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen

City Council Teen Center Subcommittee

- Angie Nuevacamina, Councilmember
- Steve Fields, Councilmember

City of Redmond Staff

- Loreen Hamilton, Parks and Recreation Director
- Erica Chua, Recreation Manager
- Lindsey Falkenburg, Parks Planning Manager
- Jenny Lybeck, Environmental Sustainability Program Manager
- Quinn Kuhnhausen, Facilities Manager

Consultant Staff

- Brett Hanson, Mackenzie Inc.
- Chris Brown, Perteet Inc.

Facilitation Team

- Darcy Edmunds, Facilitator, Stepherson & Associates Communications
- Aileen Dinh, Facilitation Team, Stepherson & Associates Communications

The names of group members under the age of 18 are not listed for privacy.

Meeting Summary

Opening and Introductions
Darcy Edmunds, Facilitator, welcomed the Stakeholder Group to the second meeting and reviewed the meeting ground rules, meeting objectives, and agenda. Members reflected on the first meeting and discussed the upcoming public focus groups.

Q. What are the minimum repairs that would be required if renovation were chosen?
A. City consultants could prepare estimates for minimum required repairs if requested, though that level of detail was not included in their scope.

Q. Should Stakeholder Group members attend the upcoming focus groups?
A. Members are encouraged to attend, but participation is not required.

Recommendation Factors Overview
Darcy provided an overview of the recommendation factors that the Stakeholder Group will consider in making their recommendation on the future of the OFH building. The recommendation factors include accessibility, community sentiment, environmental sustainability, estimated costs, equity and inclusion, expansion, functionality and user needs, lifespan of facility, location, maintenance and operations, safety and regulatory compliance, strategic planning, and timeline to open.

Q. How will the factors be scored, and what does a "5" mean compared to a "1"?
A. Each group member will score each factor from low (1) to high (5) to reflect how much weight the group member thinks that factor should be given in the group's overall recommendation.

Q. How should community sentiment be considered when it is mixed? For example, teen users value the OFH building and the OFH was used for many purposes (e.g., rental, summer camps, performances, but neighbors of the OFH may not have supported it.
A. Community sentiment is complex and subjective. The group is encouraged to consider how to weigh this factor given the building's history and its varied use by teens and community groups.

Q. Does including both estimated costs and expansion as factors amount to double counting?
A. Estimated costs are based on "like-for-like" estimates of renovation versus rebuild and do not include potential expansion. Expansion is considered separately.

Q. Are the accessibility and safety and regulatory compliance factors the same?
A. Accessibility refers to universal design considerations. Safety and regulatory compliance includes requirements such as Americans with Disabilities Act (ADA) requirements, seismic safety, life safety, and fire code.

Q. How should the group weigh mandatory factors like accessibility and safety and regulatory compliance? The City will be legally required to address these factors, which could be treated as non-negotiables and not scored like the other factors.
A. These factors remain important to include for transparency, so the group's scoring reflects awareness of how such requirements will affect the decision-making process.

Q. Is expansion necessary, given that space at the OFH building was not raised as an issue by users?
A. Expansion may not be a priority for all users, but others may see opportunities for additional functions in a rebuilt facility. Scoring allows for a range of perspectives.

Comment: It is important to consider Redmond's growth over time. The concept of "future-proofing" can be used to frame the two options. The OFH was built when the city's population was much smaller than it is today and is not used for its original purpose (a fire station).

Q. Should strategic planning be considered if future City priorities may change?
A. Strategic planning was included to reflect long-term context.

Q. Is this planning and engagement process making the teen space more complex than necessary, when simply enhancing its function as a drop-in center might meet the need?
A. This is an important consideration about aligning the building with its core purpose. It is also the City's responsibility to consider and evaluate long-term planning, maintenance, and capital investment. Taking multiple factors into account helps ensure the process is transparent and thorough and builds confidence that the City is conducting due diligence and responsibly investing taxpayer dollars.

OFH Facility Condition Assessment
Chris Brown, consultant with Perteet Inc., and Brett Hanson, consultant with Mackenzie Inc., provided an overview of the 2025 Facility Condition Assessment and key findings, which verified earlier studies on the OFH building.

Key findings included:
- Roofing and flashing are failing, with water intrusion and limited insulation.
- The 2002 seismic retrofit did not fully address structural deficiencies; the hose tower remains a seismic risk.
- Hazardous materials, including lead-based paint and asbestos, are present and require abatement.
- Accessibility deficiencies exist throughout the building, including restrooms, kitchens, doors, stairs, and ramps.

Q. How much lead paint is present in the building?
A. Lead paint was found in some but not all surfaces tested. If renovation occurs, all painted surfaces would require evaluation and abatement as needed.

Q. Is asbestos also present in the paint?
A. Asbestos was found in the plaster and other materials but generally not in paint. Some paint coatings may have been applied over asbestos-containing surfaces.

Q. If the building were renovated, could the layout be replicated with modern materials?
A. Yes, renovation would include selective demolition to remove the hazardous materials with the general layout and footprint maintained.

Q. Could an evaluation be done to consider minimum required repairs?
A. An evaluation of minimum required repairs and estimated costs was not part of the consultant's scope but could be done at the request of the City.

Q. Would demolition occur in both renovation and rebuild scenarios?
A. Yes, abatement and removal of hazardous materials would be required for both options, though the process and level of demolition would differ.

Q. Which building components would need to be addressed before the building could open?
A. Life-safety and accessibility requirements, roof replacement, and hazardous material abatement are mandatory for the building to reopen in the renovation scenario.

City Facilities Maintenance Overview
Quinn Kuhnhausen, Facilities Manager, described the City's portfolio of 32 buildings and explained the Facility department's transition from reactive to preventative maintenance over the years. The team balances daily service requests with capital projects and works to maintain safe, healthy facilities.

Q. What does "end of life" mean for a building?
A. End of life is reached when systems and structures fail faster than they can be repaired, and investment required to maintain safety and functionality outweighs rebuilding.

Q. Could capital projects like the OFH be partially funded through fundraising?
A. Yes, the City has previously partnered with county, federal, and private funders for capital projects. Fundraising opportunities would be explored once a project is determined.

City Sustainability Goals Overview
Jenny Lybeck, Environmental Sustainability Program Manager, outlined the City's climate and sustainability goals, including net-zero emissions for City operations by 2030 and community-wide carbon neutrality by 2050. Jenny highlighted building decarbonization efforts and the success of the Redmond Senior & Community Center (RSCC) as an all-electric, highly efficient facility.

Q. How did the RSCC maintain operations during winter storms?
A. That area did not lose power during recent outages. The facility has generators but does not yet have battery backup; resilience upgrades are being considered.

Q. Could the OFH achieve high green building standards, such as LEED Platinum, through renovation?
A. Renovation could achieve some sustainability goals, but due to building limitations, it would be difficult to reach the most ambitious standards. A new facility would provide greater opportunities to align with the City's long-term sustainability goals.

City Strategic Planning Overview
Loreen Hamilton, Parks and Recreation Director, explained how City planning is guided by state requirements, the Redmond 2050 Comprehensive Plan, and the City's Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan. These plans ensure that City facilities align with long-term community needs and growth.

Q. Have City plans and previous community feedback referenced youth-oriented facilities?
A. Previous community feedback has emphasized flexible-use spaces and dedicated spaces for youth in considering new community spaces and their future use.

Scoring of Recommendation Factors
Darcy facilitated scoring of the recommendation factors using the Mentimeter polling platform. Each member scored each factor from low (1) to high (5) to reflect how much weight they think the factor should be given in the group's overall recommendation.

Group members' comments during scoring emphasized the importance of functionality, lifespan, cost, equity and inclusion, and location in shaping the group's recommendation.

Q. Why are members scoring factors now when cost estimates are still preliminary?
A. The scoring exercise is intended to identify the group's values and priorities rather than to evaluate final costs. This provides insight into which factors community representatives believe should carry more weight, informing the City Council's decision and helping them understand the community's priorities and values.

Q. Will scoring results be shared with the Stakeholder Group?
A. Yes, anonymized individual and average scoring results will be shared with the group.

Wrap Up and Next Steps
Through submission of comments and questions through the Mentimeter platform, group members reflected on what they learned, with some noting that their views on factors had shifted through discussion and scoring.

To view the average recommendation factor scores and reflections submitted during the meeting, see the Meeting 2 Mentimeter Poll Results attached to the meeting summary. Please note that the average recommendation factor scores in these results do not include missing scores that were obtained from Stakeholder Group members following Meeting 2. To view the final individual and average recommendation factor scores, see the Stakeholder Group Recommendation Factor Scores attached to the meeting summary.

Q. Will the public focus groups have an online option for providing input? An online option will increase teen involvement; many teens are not able to attend in person.
A. The City will consider and determine if an online option for the focus groups is feasible.

Darcy outlined next steps for the City:
- Posting the Stakeholder Group roster on redmond.gov/OFH.
- Hosting the public focus groups on Sept. 22 and Sept. 24.
- Preparing for Meeting 3 (Oct. 1), which will include focus group feedback, City Council input, and continued evaluation of renovate versus rebuild options.

Darcy thanked the group members for their participation before adjourning the meeting.

Mentimeter

Accessibility: How each option addresses building accessibility requirements and community access needs.

How much weight do you think this factor be given in the group's overall recommendation?

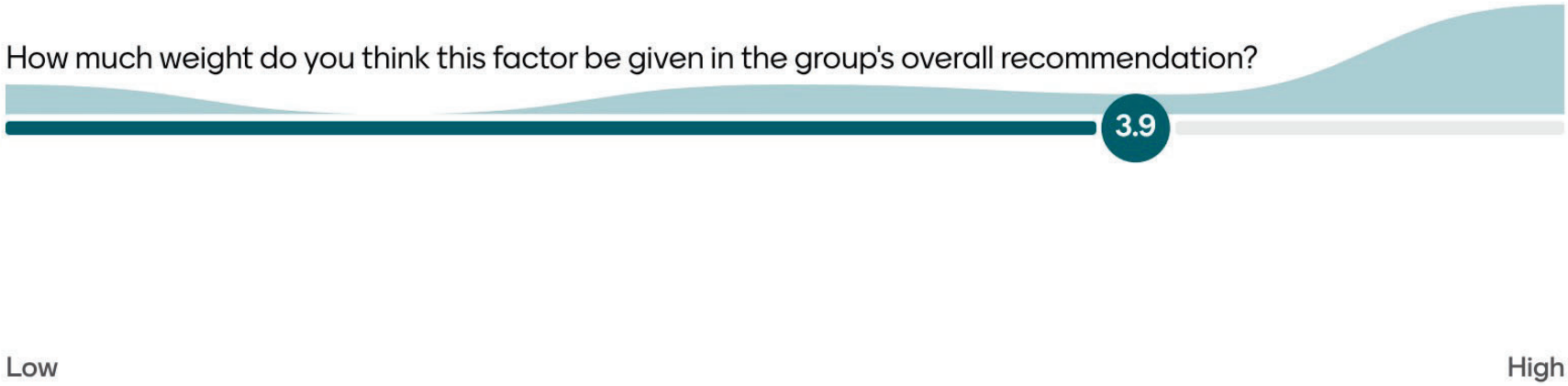
Low

High

19

Mentimeter

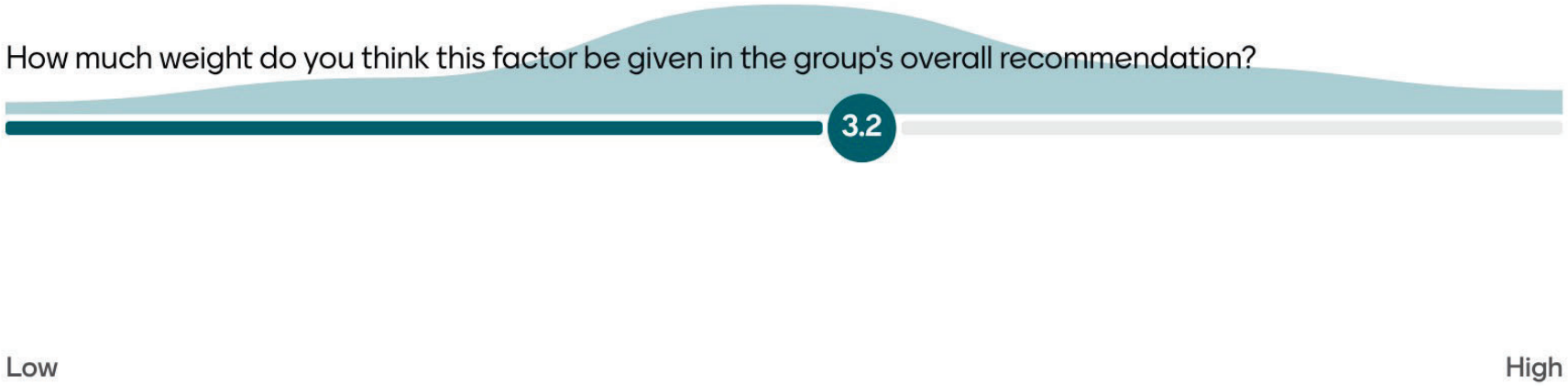
Community sentiment: Community attitudes towards each option, including appreciation for history/legacy and affection for the space.



19

Mentimeter

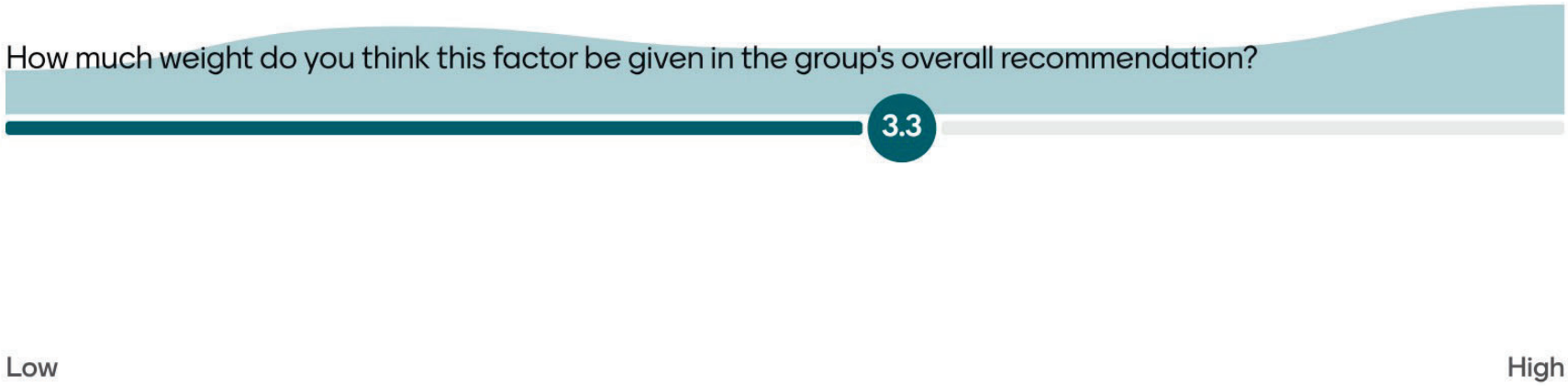
Environmental sustainability: How well each option supports the City's goals of reducing environmental footprint of City facilities.



19

Mentimeter

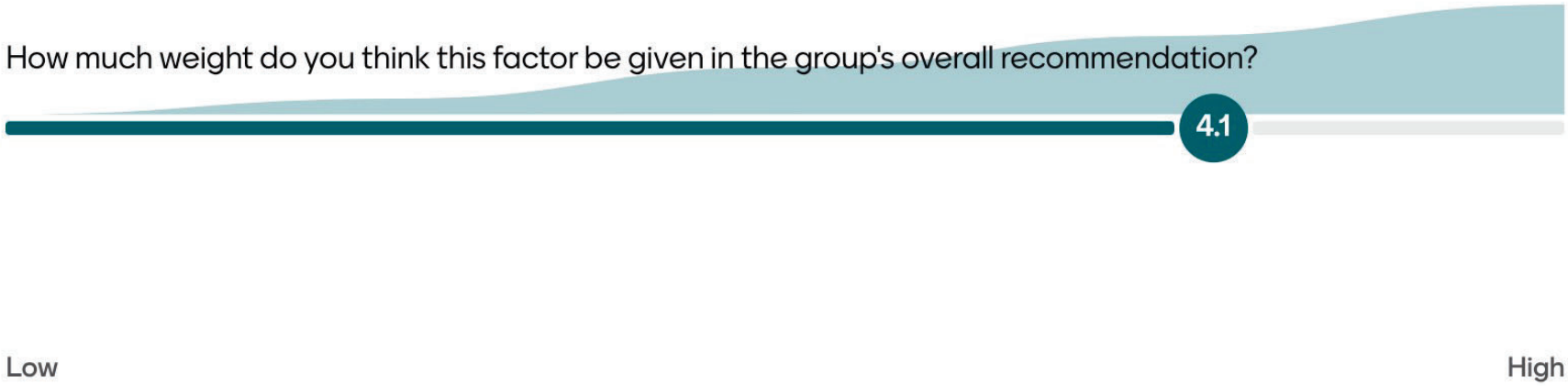
Estimated costs: Estimated costs of each option (includes potential expansion).



17

Mentimeter

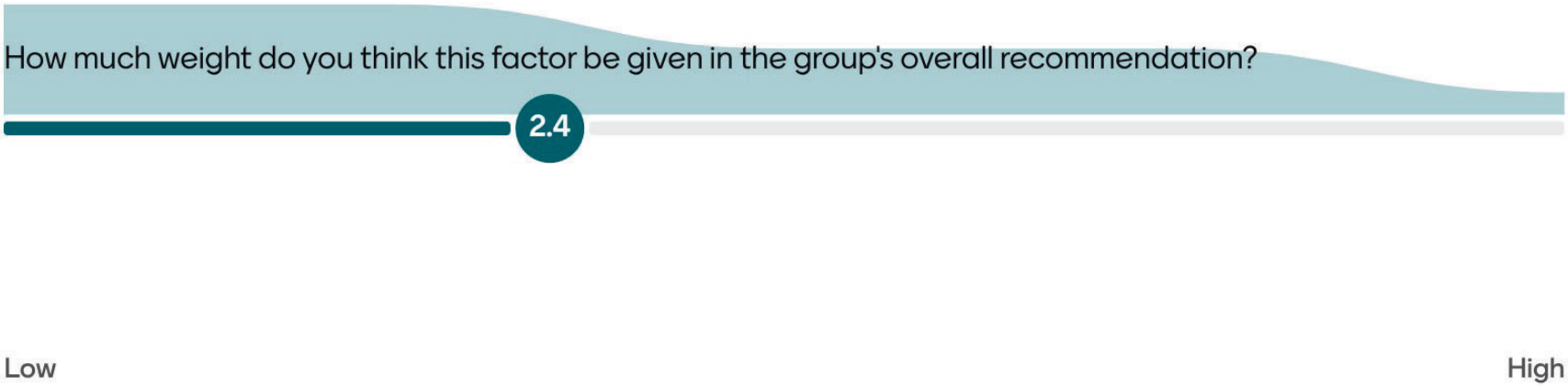
Equity and inclusion: How each option promotes access for underserved residents.



16

Mentimeter

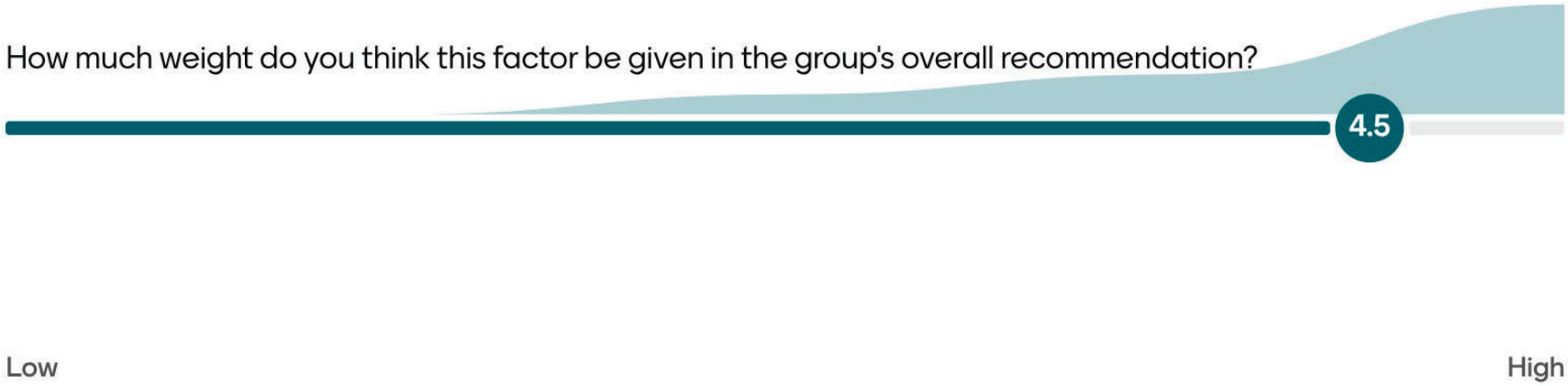
Expansion: Potential of each option to expand or reconfigure the facility.



17

Mentimeter

Functionality and user needs: How each option meets the community's evolving and future needs in capacity, layout, programming, etc.



17

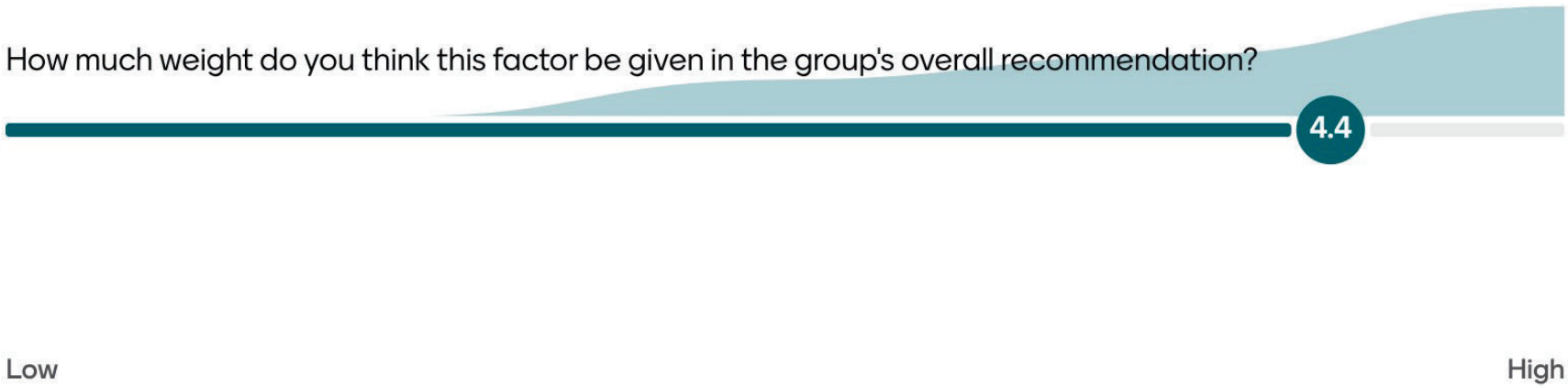
Mentimeter

Lifespan of facility: How long each option could be used by the community.

17

Mentimeter

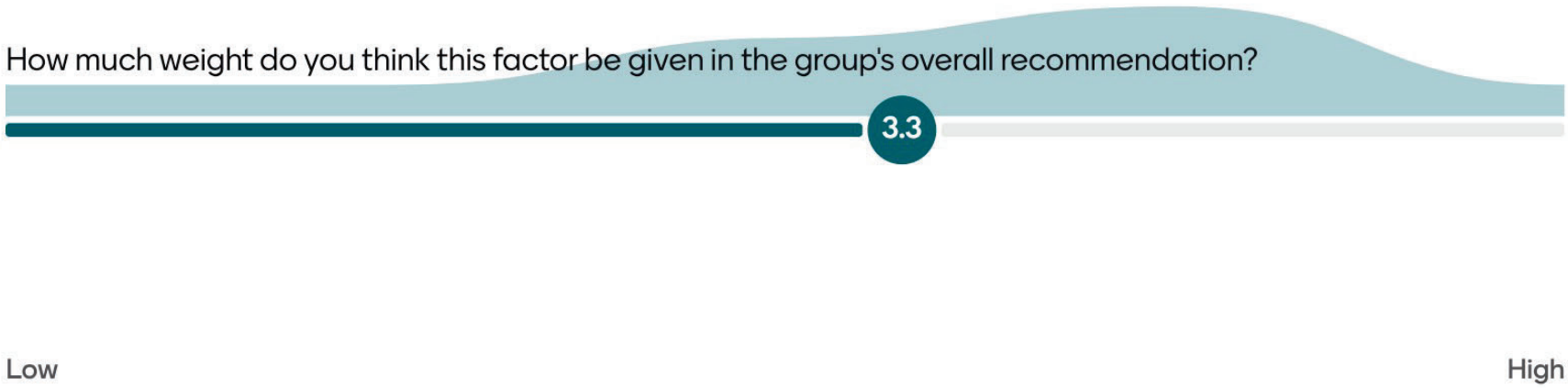
Location: How each option meets the community's location needs.



17

Mentimeter

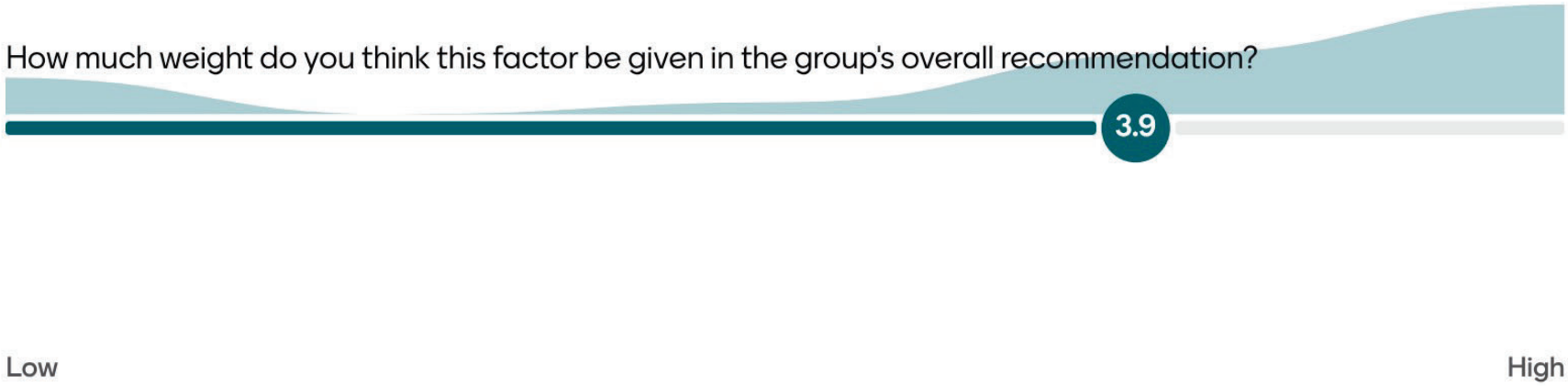
Maintenance and operations: Each option's expected annual and long-term operations/upkeep/maintenance needs and costs.



18

Mentimeter

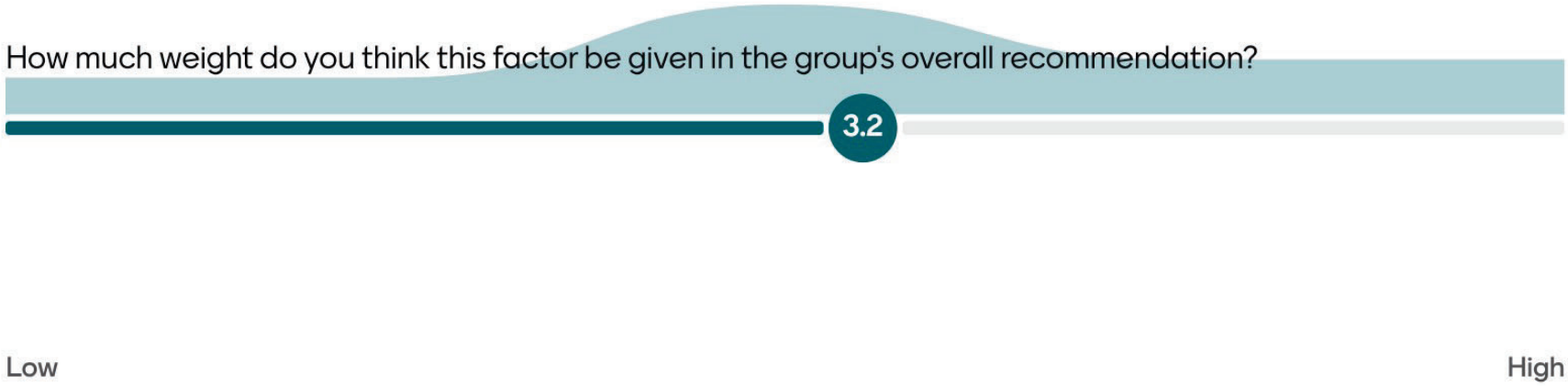
Safety and regulatory compliance: Each option's safety and regulatory compliance needs (e.g., ADA, seismic).



18

Mentimeter

Strategic planning: How each option aligns with the City's long-term strategic planning and previous community feedback gathered through these efforts



16

Mentimeter

Timeline to open: How long it would take for each option to begin operations and be used by the public.

Mentimeter

What else would you like to know about the factors or the OFH building to help inform your recommendation (i.e., renovate or rebuild)?

Would the costs of hazardous abatement and tearing down the building be part of the total cost of a rebuild option?

I would like, for cost conversations, some metrics or industry standards that can be entered into our conversations.

How big is the renovation? I had been assuming it was just a minimum update to get it to be "safe" but if the scale of the renovation is greater than that, can we discuss?

3

Mentimeter

What are you leaving tonight's meeting thinking differently about?

I like the rating exercise, and I think we need to revisit it as we become more educated through this process.

I would like more time to visit with other stakeholders rather than just listening to oresenters

2

Menti Poll Results – Group Recommendation Factor Scores

Updated on Oct. 1 with missing recommendation factor scores submitted after Meeting 2.

Accessibility	Community sentiment	Environmental sustainability	Estimated costs	Equity & inclusion	Expansion	Functionality & user needs	Lifespan of facility	Location	Maintenance & operations	Safety & regulatory compliance	Strategic planning	Timeline to open
3	5	2	4	4	2	4	3	5	3	4	5	3
4	4	3	-	-	-	-	-	-	-	-	-	-
5	5	5	5	5	3	4	4	5	4	5	-	4
4	3	4	5	2	5	5	5	4	5	5	5	2
4	5	3	3	4	2	4	3	4	4	5	1	3
5	5	4	3	5	2	5	4	3	3	5	4	2
4	5	2	2	3	1	5	3	4	3	4	1	5
4	3	5	3	5	3	5	5	5	4	5	4	4
4	1	2	2	3	4	5	4	3	2	5	3	1
4	5	4	5	4	2	5	3	5	4	3	4	3
5	4	3	3	4	1	4	5	5	4	5	3	5
4	1	3	2	5	4	5	4	5	4	1	2	1
4	5	3	2	3	1	5	4	5	3	4	3	4
5	5	3	5	5	4	5	5	5	4	5	3	2
3	5	1	1	5	1	5	2	5	2	1	3	3
4	5	3	4	4	1	3	2	4	1	1	2	4
5	3	4	4	5	2	4	3	4	3	5	3	2
4	5	3	1	4	1	3	3	-	1	4	-	5
3	1	3	5	2	3	5	4	3	5	4	5	4
4.11	**3.95**	**3.16**	**3.28**	**4.00**	**2.33**	**4.50**	**3.67**	**4.35**	**3.28**	**3.94**	**3.19**	**3.17**

Old Fire House Teen Center (OFH) Facility Recommendation Stakeholder Group

Recommendation Factors

Updated September 23, 2025

In recommending the future of the OFH building, a number of factors can be considered; these factors may or may not hold equal importance or weight in the recommendation. The Stakeholder Group will review and score these factors to give input on how much a factor should be weighted in the group's recommendation. This exercise will help to illuminate the members' priorities and help inform their recommendation to City Council.

Factor	Definition
Accessibility	How each option can incorporate universal design and accessibility and address community access needs.
Community sentiment	Community attitudes towards each option, including appreciation for history/legacy and affection for the space.
Environmental sustainability	How well each option supports the City's goals of reducing the environmental footprint of City facilities.
Estimated costs	Estimated costs of each option (does not include potential expansion).
Equity and inclusion	How each option promotes access for underserved residents.
Expansion	Potential of each option to expand or reconfigure the facility.
Functionality and user needs	How each option meets the community's evolving and future needs in capacity, layout, programming, etc.
Lifespan of facility	How long each option could be used by the community.
Location	How each option meets the community's location needs.
Maintenance and operations	Each option's expected annual and long-term operations/upkeep/maintenance needs and costs.
Safety and regulatory compliance	Each option's safety and regulatory compliance needs (e.g., seismic safety, life safety).
Strategic planning	How each option aligns with the City's long-term strategic planning (e.g., Parks Plan, RSCC process) and previous feedback gathered from the strategic planning's community engagement efforts.
Timeline to open	How long it would take for each option to begin operations and be used by the public.

Approach

1. Provide group with detailed information (facility assessments, engagement reports, etc.) and an overview of recommendation factors and their definitions.
2. Ask group to score recommendation factors.
3. Ask group to score recommendation options (i.e., renovate or rebuild) by factor.
4. Apply weighted factor scores to each option's individual factor scores.
5. Discuss weighted option scores and build consensus around recommendation.

Note: scoring is intended to inform member recommendations; option score totals do not decide the group recommendation.

The recommendation factors will be presented to the Stakeholder Group at Meeting #2 on Sept. 17 for consideration and scoring. Using the Menti polling platform, members will score each factor for how much weight they think that factor should be given in the overall recommendation.

At Meeting #3 on Oct. 1, the members will score the options (i.e., renovate or rebuild) based on these factors. The facilitation team will then calculate the weighted option scores by each factor and in total, resulting in weighted scores that give more value to the group's highest-scored factors from Meeting #2 and quantitatively demonstrate the performance of each option.

At Meeting #4 on Oct. 8, the options' weighted scores will be presented for discussion.

Old Fire House Teen Center
Facility Recommendation Stakeholder Group
Meeting #3 Agenda

Meeting Date and Time
Wednesday, Oct. 1, 6 – 8:30 p.m.

Meeting Objectives
- Check in on group reflections since Meeting 2 and what members are hearing from their communities.
- Present and discuss Stakeholder Group recommendation factor scores from Meeting 2.
- Present key themes of what was heard at the focus group meetings.
- Share additional information about the options and known factor data.
- Score the options for each factor.

Meeting Agenda

Time	Item	Presenter(s)
5:30 p.m. *30 mins.*	*Stakeholder Group members are invited to arrive 30 minutes early to connect with other members and test audio/video before the meeting begins.*	
6 p.m. *10 mins.*	**Opening** • Welcome and agenda overview • Checking in	**Darcy Edmunds**, Facilitator
6:10 p.m. *30 mins.*	**Discussion: Recommendation Factor Scores** • Present recommendation factor scores • *Small group breakout discussion:* What surprises you about the scores? What factors scored higher OR lower than you expected, and why? • *Full group share-out & discussion*	**Darcy Edmunds**, Facilitator
6:40 p.m. *25 mins.*	**Focus Group Meetings: What We Heard** • Overview of community feedback • *Group discussion:* Reflections from Stakeholder Group members who were in attendance	**Lindsey Falkenburg**, Parks Planning Manager

Time	Item	Presenter(s)
7:05 p.m. *5 mins.*	**City Council Feedback Update** • Overview of input from City Council	**Loreen Hamilton**, Parks Director
7:10 p.m.	***10-minute break***	
7:20 p.m. *25 min.*	**Additional Information on Options and Recommendation Factors** Provide additional information about the renovate and investigate a rebuild options	**Lindsey Falkenburg**, Parks Planning Manager
7:45 p.m. *35 min.*	**Options and Factors Discussion** • *Pair & share breakout discussion:* Remember the top three factors you noted as important. How are you thinking about them for each option? • *Full group share-out & discussion*	**Darcy Edmunds**, Facilitator
8:20 p.m. *5 min.*	**Overview: Option Performance Scoring by Factor** • Overview of scoring process • To be completed independently	**Darcy Edmunds**, Facilitator
8:25 p.m. *5 min.*	**Wrap Up and Next Steps** • Next meeting details • Closing thoughts	**Darcy Edmunds**, Facilitator
8:30 p.m.	**Adjourn**	

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #3 – Oct. 1, 2025

Redmond
WASHINGTON

Meeting Ground Rules Reminders

Please remain **muted** when not speaking.

The **facilitator will guide** the agenda and process.

Actively participate in the group.*

Please **hold questions** until after each presentation. Use the "raise hand" feature or type your question in the chat, and we'll address them during the Q&A.

Stories stay; lessons leave. Respect, privacy, and safety are important in this process.

**The facilitator may invite quieter members to share ☺*

Meeting Objectives

- Check in on group reflections since Meeting 2 and what members are hearing from their communities.
- Present and discuss Stakeholder Group recommendation factor scores from Meeting 2.
- Present key themes of what was heard at the focus group meetings.
- Share additional information about the options and known factor data.
- Score the options for each factor.

Agenda

Time	Item	Presenter(s)
6 p.m.	**Opening**	**Darcy Edmunds**, Facilitator
6:10 p.m.	**Discussion: Recommendation Factor Scores**	**Darcy Edmunds**, Facilitator
6:40 p.m.	**Focus Group Meetings: What We Heard**	**Lindsey Falkenberg**, Parks Planning Manager
7:05 p.m.	**City Council Update**	**Loreen Hamilton**, Parks Director
7:10 p.m.	***10-minute break***	
7:20 p.m.	**Additional Information on Options and Recommendation Factors**	**Lindsey Falkenberg**, Parks Planning Manager
7:45 p.m.	**Options and Factors Discussion**	**Darcy Edmunds**, Facilitator
8:20 p.m.	**Overview: Option Performance Scoring by Factor** ▸ *To be completed independently*	**Darcy Edmunds**, Facilitator
8:25 p.m.	**Wrap Up and Next Steps**	**Darcy Edmunds**, Facilitator
8:30 p.m.	**Adjourn**	

Checking in

- What is everyone thinking after the last meeting?
- Have you reached out to your community about your involvement in this process?
- If so, what reactions have you heard?

Discussion: Recommendation Factor Scores

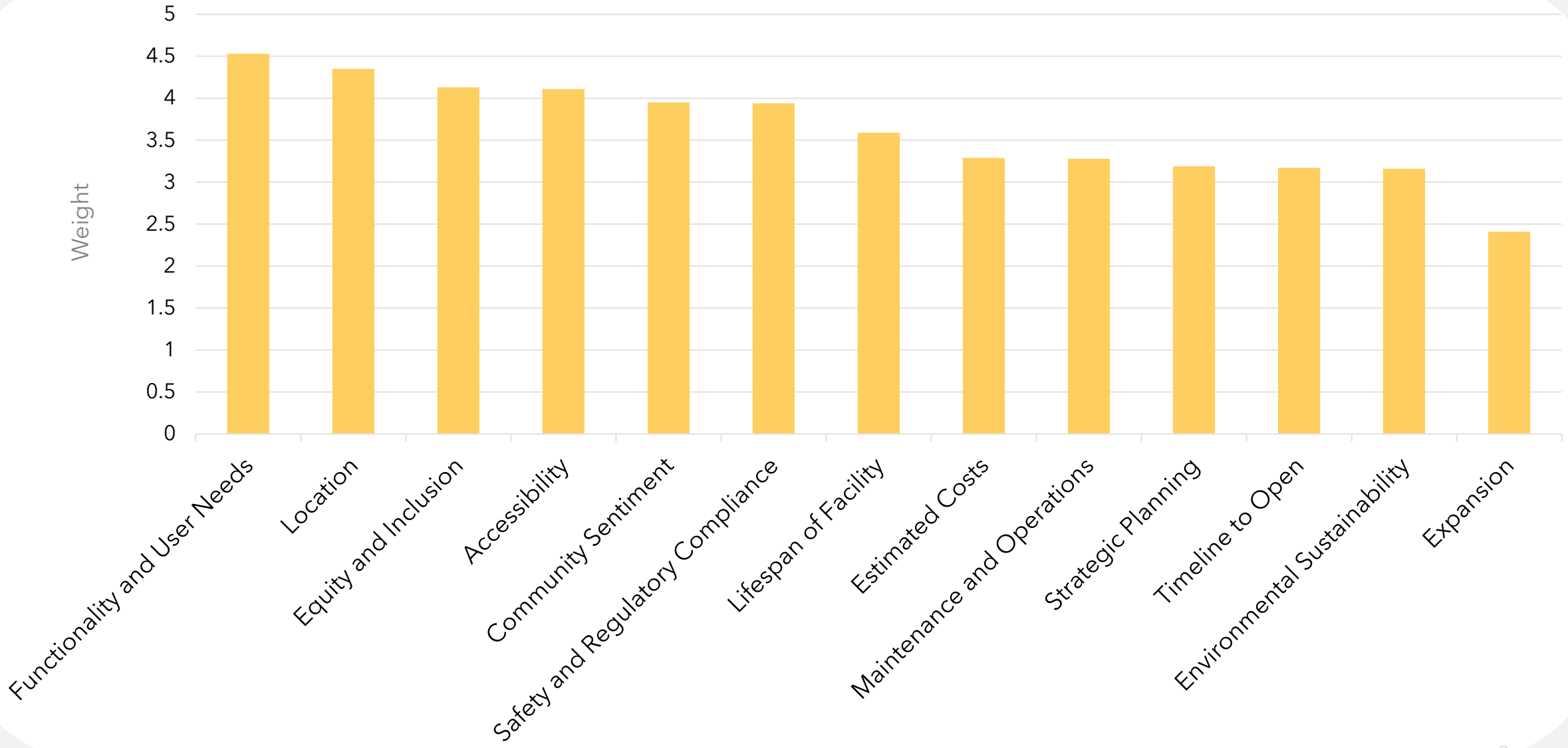
Darcy Edmunds, Facilitator

Menti Poll Results – Group Recommendation Factor Scores

Updated on Oct. 1 with missing recommendation factor scores submitted after Meeting 2.

Accessibility	Community sentiment	Environmental sustainability	Estimated costs	Equity & inclusion	Expansion	Functionality & user needs	Lifespan of facility	Location	Maintenance & operations	Safety & regulatory compliance	Strategic planning	Timeline to open
3	5	2	4	4	2	4	3	5	3	4	5	3
4	4	3	-	-	-	-	-	-	-	-	-	-
5	5	5	5	5	3	4	4	5	4	5	-	4
4	3	4	5	2	5	5	5	4	5	5	5	2
4	5	3	3	4	2	4	3	4	4	5	1	3
5	5	4	3	5	2	5	4	3	3	5	4	2
4	5	2	2	3	1	5	3	4	3	4	1	5
4	3	5	3	5	3	5	5	5	4	5	4	4
4	1	2	2	3	4	5	4	3	2	5	3	1
4	5	4	5	4	2	5	3	5	4	3	4	3
5	4	3	3	4	1	4	5	5	4	5	3	5
4	1	3	2	5	4	5	4	5	4	1	2	1
4	5	3	2	3	1	5	4	5	3	4	3	4
5	5	3	5	5	4	5	5	5	4	5	3	2
3	5	1	1	5	1	5	2	5	2	1	3	3
4	5	3	4	4	1	3	2	4	1	1	2	4
5	3	4	4	5	2	4	3	4	3	5	3	2
4	5	3	1	4	1	3	3	-	1	4	-	5
3	1	3	5	2	3	5	4	3	5	4	5	4
4.11	**3.95**	**3.16**	**3.28**	**4.00**	**2.33**	**4.50**	**3.67**	**4.35**	**3.28**	**3.94**	**3.19**	**3.17**

Menti Poll Results



870

Small Group Discussion | Full Group Share-Out

- What surprises you about the scores?
- What factors scored higher OR lower than you expected, and why?

Small Group Discussion | Full Group Share-Out

- *What surprises you about the scores?*
- *What factors scored higher OR lower than you expected, and why?*

- Share highlights, observations, and insights from your group's conversation

Focus Group Meetings: What We Heard

Lindsey Falkenburg, Parks Planning Manager

Your Questions for the Focus Groups

How important is it to have teen-only dedicated spaces?

What are your most important considerations for going to a teen facility?

Can you describe the importance of the OFH's location and layout?

What made the OFH special? Can it be recreated?

Is there anything about the OFH that you would change?

Focus Groups

Key Takeaways

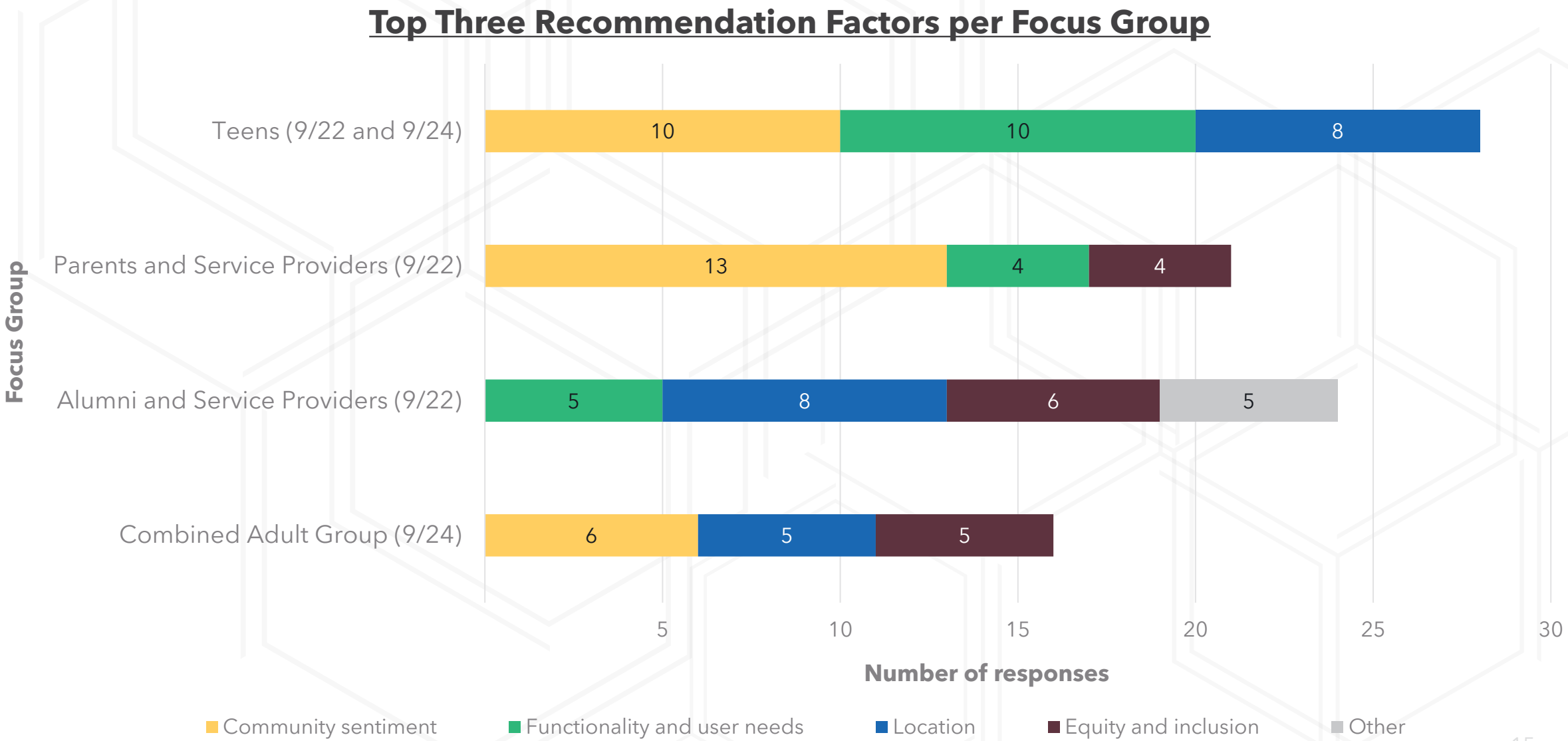
- A total of 57 unique attendees (10 of whom attended both focus group meetings) included a diverse group of teens, parents, caregivers, teen service alumni, and community members.
- Community members and teens alike feel pride in Redmond's history and want to keep these aspects:
    - Teen-led programming
    - Concert venues
    - Separate, quiet spaces
    - Accessibility through location and transportation
    - Ongoing diverse activities and drop-in programs

Pair & Share: "What would encourage you/teens you know to come to a teen space or event?"

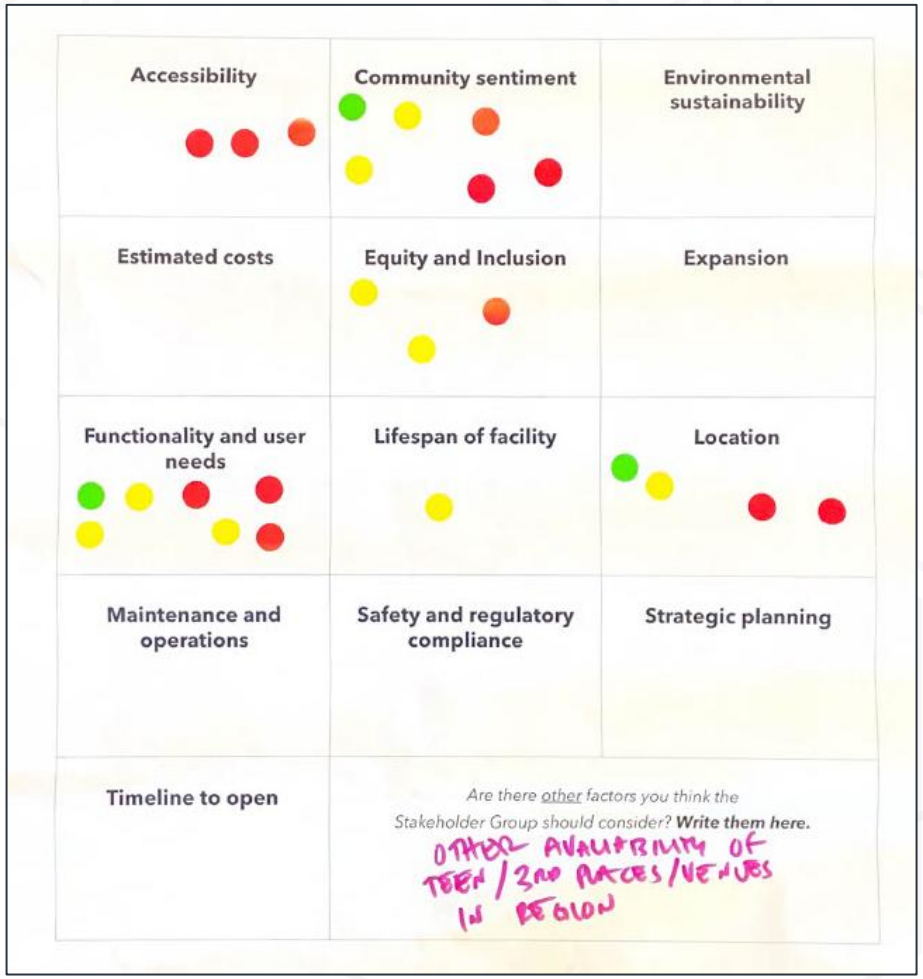
What we heard (all audiences):

- **Layout and Feel:**
  - Dedicated teen space
  - Teens decide their activity and move between activities freely
  - Each room has something different ("labyrinth" of rooms)
  - Unique culture shaped by its users over the years
  - Acoustics for music and concert space
- **Amenities:** Free art supplies, food, and kitchen
- **Staff:** Welcoming, young, consistent, and familiar staff interested in the program
- **Location:** Proximity to transit, stores, food

Dot Activity: "What are your priorities?"

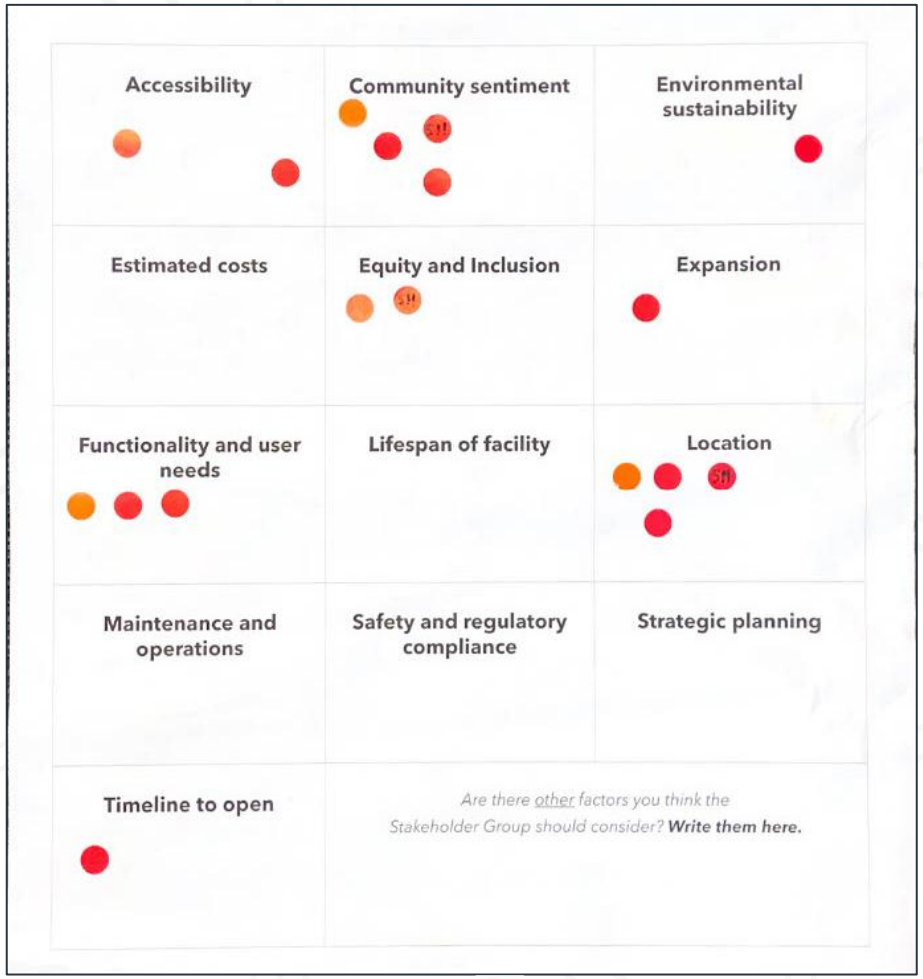


Teens: "What are your priorities?"



Sept. 22 Responses

Sticker colors have no significance.



Sept. 24 Responses

Returning participants
Unique participants
Stakeholder group member

Parents & Caregivers: "What are your priorities?"

Sept. 22 Responses

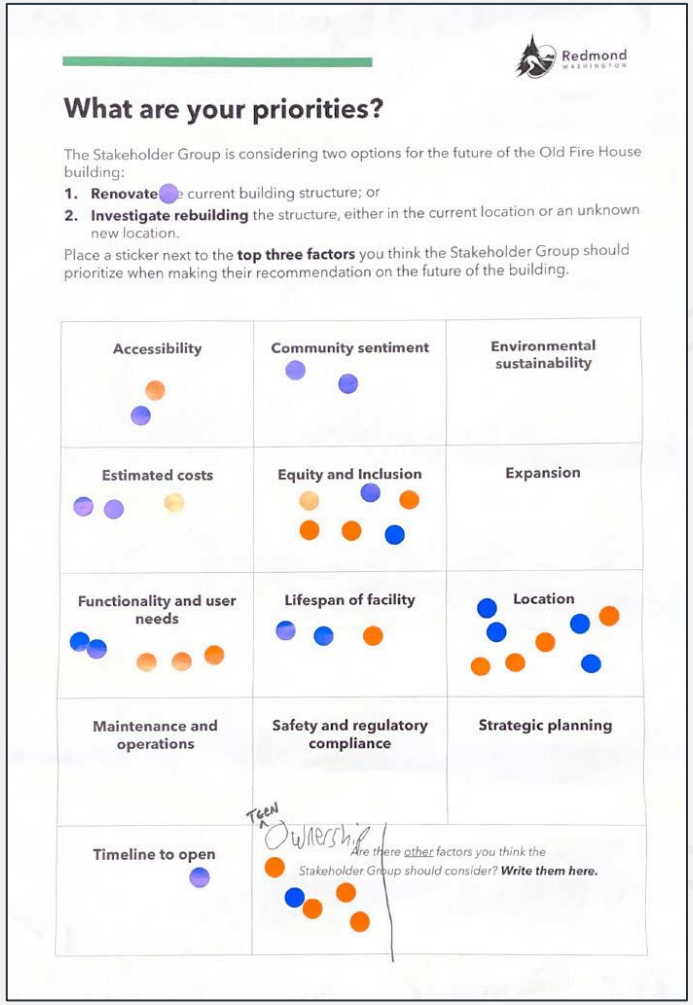
Sticker colors have no significance.

Emphasis on community sentiment, with support for other factors related to value for community sentiment.

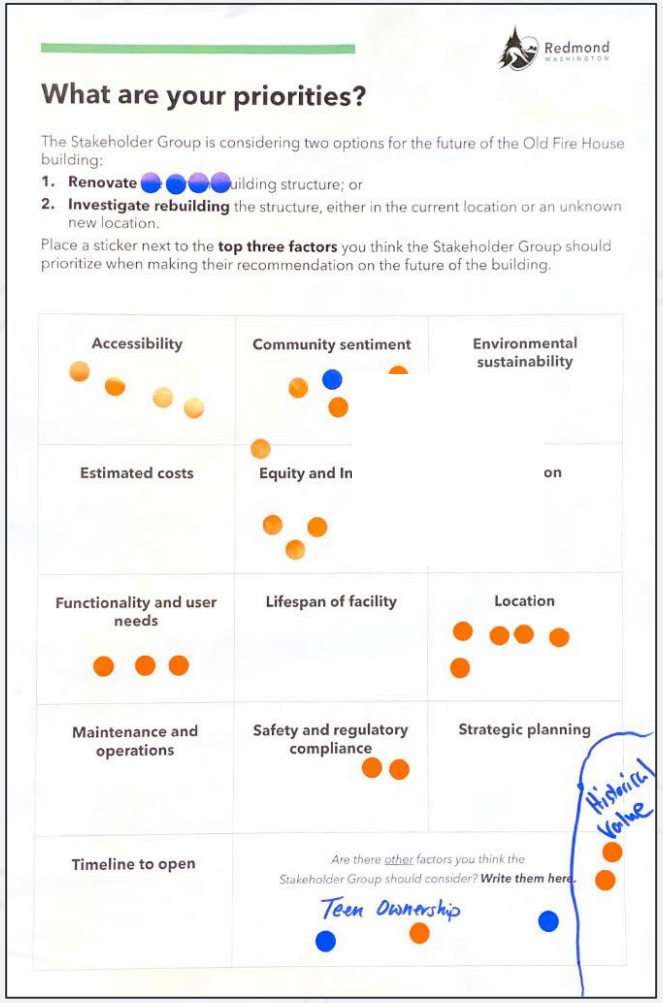
Advice for the Stakeholder Group:

- "Know the choices very clearly" *(e.g., rebuild = possibility of losing location)*
- If elements are preserved *(architecture, studio, teen-only space, downtown)*, either option may be accepted by the community

Alumni & Community: "What are your priorities?"



Sept. 22 Alumni & Community Member Responses



Sept. 24 Combined Adult Group Responses

Sticker colors have no significance.

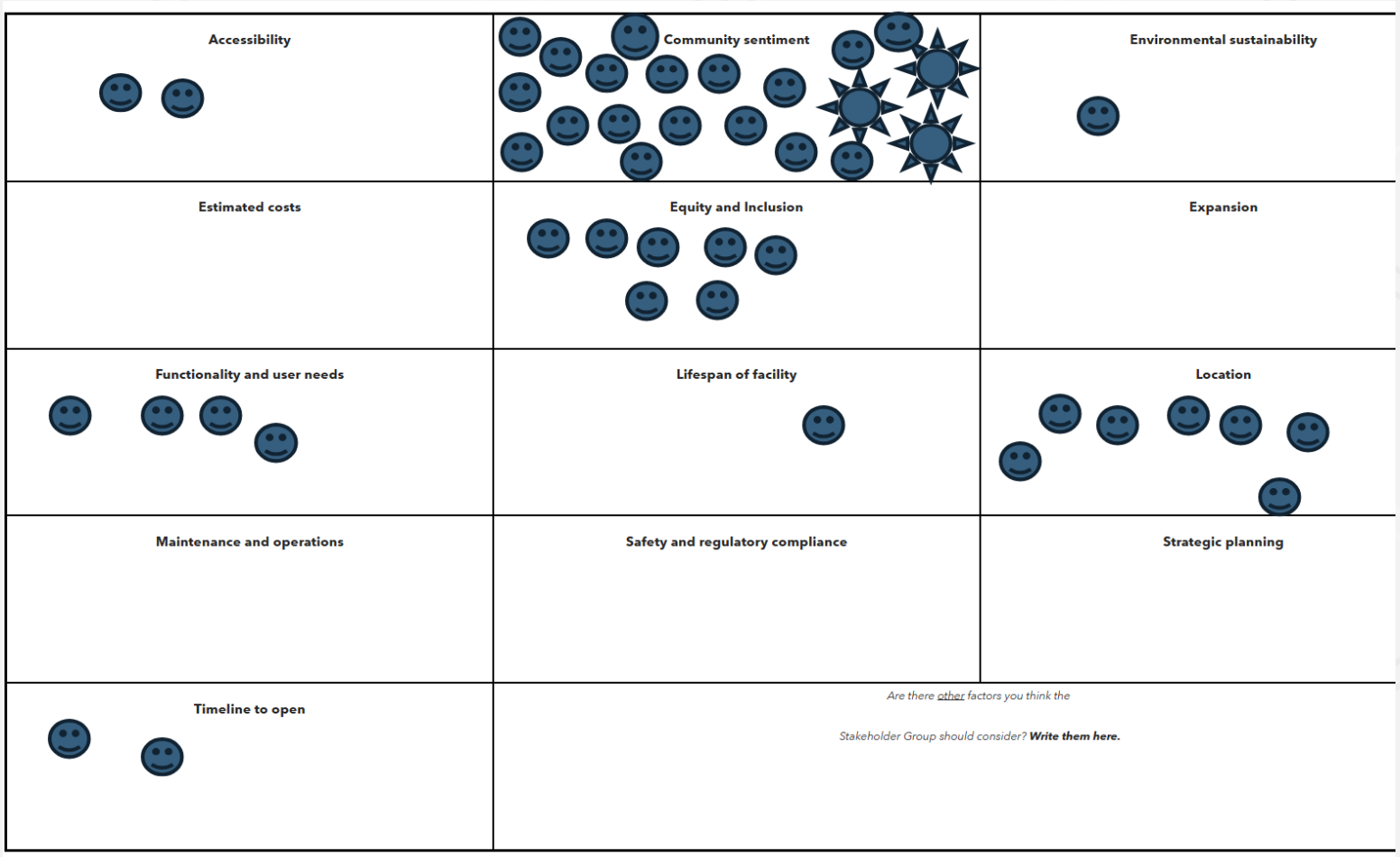
Emphasis on teen ownership, functionality, equity/inclusion, and location

Advice for the Stakeholder Group:

- Renovate to keep it cool and safe
- Keep the location
- Recognize the history and the future

Returning participants (blue dot)
Unique participants (orange dot)

Online Group: "What are your priorities?"



Sept. 24 Online Group Responses

Returning participants

Unique participants

17 participants:

- 8 alumni
- 4 community members
- 1 teen
- 1 service provider
- 3 parents

Emphasis on community sentiment, equity and inclusion, location, and functionality.

Advice to Stakeholder Group:

- Save OFH

Group Discussion: "What could have been better at the OFH space?"

Teens

- HVAC / better temperature control
- Dedicated space for storage
- Easy volunteer opportunities (donations, sorting)
- Sign-in process (privacy concerns)

Adults

- Direct advertising of these teen programs in schools
- Improving equity
- Universal accessibility
- Expanding teen help programs

Discussion

- What are your first thoughts or impressions after hearing the focus group feedback?

City Council Feedback

Loreen Hamilton, Parks Director

City Council Briefing Feedback

- City Council Update at Committee of the Whole on September 23rd, 2025
  - Stakeholder and Focus Group Process
- City Council affirmed Stakeholder Group and current process
- City Council affirmed a recommendation for either renovate vs new build
  - No direction to explore a patch and paint

10-minute break

Additional Information: Options and Recommendation Factors

Lindsey Falkenburg, Parks Planning Manager

Renovation

- Construction Schedule: 10 Months
- Estimated Cost: $9,304,950
- Advantages
  - Preserves history/legacy structure of the Old Fire House
    - *Note that renovation will still involve changes to the existing OFH building that may impact aesthetics and layout.*
  - Slightly shorter construction schedule
  - Lower total upfront cost
- Considerations
  - Limited expansion or reconfiguration
  - Unknown issues may be discovered during construction
  - Accessibility upgrade limitations
  - Shorter lifespan
  - Higher operating costs
  - Limited ability to meet high sustainability goals, such as achieving certain LEED certifications

Rebuild (i.e., New Build)

- Construction Schedule: 12 Months
- Estimated Cost: $12,072,036
- Advantages
  - Programmatic opportunities
  - Long-term lifespan
  - Lower operating / maintenance costs
  - Capacity to meet current code
  - Opportunities to preserve aspects of the Old Fire House through amenities, design, layout, and/or structure
- Considerations
  - Aesthetics and layout of a rebuild may differ more significantly compared to renovation of the existing OFH building
  - Higher total upfront cost
  - Slightly longer construction schedule

Questions?

Options and Factors Discussion

Darcy Edmunds, Facilitator

Pair & Share Discussion | Full Group Share-Out

- Remember the top three factors that you noted as important.
- How are you thinking about them for each option?
- What do you want other group members to hear before scoring options by factor?

Pair & Share Discussion | Full Group Share-Out

- *Remember the top three factors that you noted as important.*
- *How are you thinking about them for each option?*
- *What do you want other group members to hear before scoring options by factor?*

- Share highlights, observations, and insights from your group's conversation

Overview: Option Performance Scoring by Factor

Darcy Edmunds, Facilitator

Process: Multi-Objective Decision Analysis (MODA)

1. Factors

Create a shared understanding of the recommendation factors.

2. Weighting

Determine relative importance of each factor and assign corresponding weights.

3. Scoring ★

Score each option (i.e., renovate or new build) for each weighted factor.

4. Recommendation

Discuss results and determine recommendation.

Scoring Options

- Consider all you've learned and heard so far in the process.
- Consider how each option performs (low=1, medium=2, high=3) for each factor and score accordingly in Menti.

- *Take the Menti poll by* ***12 p.m. on Friday, Oct. 3.***

Questions before you begin?

Recommendation Factors

Factor	Definition
Accessibility	*How each option can incorporate universal design and accessibility and address community access needs.*
Community sentiment	*Community attitudes towards each option, including appreciation for history/legacy, and affection for the space.*
Environmental sustainability	*How well each option supports the City's goals of reducing environmental footprint of City facilities.*
Estimated costs	*Estimated costs of each option.*
Equity and inclusion	*How each option promotes access for underserved residents.*
Expansion	*Potential of each option to expand or reconfigure the facility.*
Functionality and user needs	*How each option meets the community's evolving and future needs in capacity, layout, programming, etc.*
Lifespan of facility	*How long each option could be used by the community.*
Location	*How each option meets the community's location needs.*
Maintenance and operations	*Each option's expected annual and long-term operations/upkeep/maintenance needs and costs.*
Safety and regulatory compliance	*Each option's safety and regulatory compliance needs (e.g., seismic safety, life safety).*
Strategic planning	*How each option aligns with the City's long-term strategic planning (e.g., Parks Plan, RSCC process, etc.) and previous feedback gathered from the strategic planning's community engagement efforts.*
Timeline to open	*How long it would take for each option to begin operations and be used by the public.*

Questions?

Scoring Options

Join at **menti.com** | use code **4363 4310**

Take the poll during this meeting or take it on your own time ***by 12 p.m. on Friday, Oct. 3.***

Wrap Up and Next Steps

Darcy Edmunds, Facilitator

Next Steps

- **Next meeting:** Wednesday, Oct. 8 (hybrid)

- **Topics**
  - Present the group's weighted scores for each option
  - Discuss scores and learnings from process overall
  - Begin forming a consensus

Thank you!

Redmond
WASHINGTON

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #3 Summary – Oct. 1, 2025, 6 – 8:30 p.m.

Meeting Objectives

- Check in on group reflections since Meeting 2 and what members are hearing from their communities.
- Present and discuss Stakeholder Group recommendation factor scores from Meeting 2.
- Present key themes of what was heard at the focus group meetings.
- Share additional information about the options and known factor data.
- Score the options for each factor.

Attendees

Stakeholder Group

- Alana O'Neill Gaulin
- Cameron Boher
- Caroline Chapman
- David Cline
- Jeff Lee
- Jodi Peña
- Kate Becker
- Kathy O'Keefe
- Kristie Neklason
- Kristina Wayland
- Mark Peterson
- Pat Vache
- Rob Leavitt
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen

City Council Teen Center Subcommittee

- Vanessa Kritzer, City Council President
- Angie Nuevacamina, Councilmember
- Steve Fields, Councilmember

City of Redmond Staff

- Loreen Hamilton, Parks and Recreation Director
- Lindsey Falkenburg, Parks Planning Manager

Facilitation Team

- Darcy Edmunds, Facilitator, Stepherson & Associates Communications (S&A)
- Aileen Dinh, Facilitation Team, S&A
- Kelsey Swenson, Facilitation Team, S&A

The names of group members under the age of 18 are not listed for privacy.

Meeting Summary

Opening and Introductions
Darcy Edmunds, Facilitator, welcomed the Stakeholder Group to the third meeting and reviewed the meeting ground rules, objectives, and agenda. Group members shared their reflections and topics of conversation with other community members since Meeting 2.

Group members have been hearing the following from their networks:

- Disappointment at how few teens had been using the Old Fire House (OFH) compared to Redmond's teen population, suggesting a need for more flexible programming and space.
- Excitement about possibilities for future music and performance spaces, emphasizing the opportunity to create multi-generational programming.
- Concerns about the speed of the current engagement timeline and how the community focus groups were implemented.
- Emphasis on the historic and cultural charm of the OFH, and its role in shaping downtown Redmond's character.

Group members shared the following thoughts and suggestions:

- The City should develop clearer public messaging on the reasons for the OFH closure and use plain language to ensure broad community understanding.
- The City can receive inspiration on programming from arts and cultural spaces being developed in the region.
- The group should think boldly about long-term opportunities and impacts.

Question (Q). If a rebuild were chosen, would the building be teen-exclusive and stay on the same site?
Answer (A). Recommendations from the group can highlight priorities such as location or teen exclusivity, but the final decision rests with City Council.

Recommendation Factor Scores
Darcy presented the anonymized individual and average recommendation factors submitted by group members during and following Meeting 2. *See attached Stakeholder Group Recommendation Factor Scores document for reference.*

Q. Why are factors like cost and accessibility separated, when both renovation and rebuild would address them?
A. Each factor is considered individually. While both renovation and rebuild can address cost and accessibility, they may do so differently.

Q. Why are all these factors necessary, if some (like accessibility) have requirements and can be addressed in either option?
A. While both options can address requirements, certain options may perform higher or lower for different factors. The goal is for the Stakeholder Group to consider the same factors in their recommendation that the City Council will consider in their decision.

Q. Can scores be revised after further discussion?

A. Individual scores may be updated by emailing the facilitation team.

Breakout Group Discussions
Group members transitioned to breakout room discussions; each group included three to four members. Groups reviewed the scores presented and responded to the following prompts:

- *What surprises you about the scores?*
- *What factors scored higher OR lower than you expected, and why?*

After returning to plenary, each group shared their highlights, observations, and insights:

- Community sentiment, functionality, and location are important, as a highly functional space would not be used if teens are not interested in using it.
- Newcomers to Redmond might prioritize functionality over legacy due not being familiar with the existing OFH building's history. Another group member shared that as a newcomer, they recognized and appreciated the cultural significance of the OFH.
- Accessibility and equity and inclusion are also important to ensure the building addresses the wants and needs of teens both now and in the future.
- The relatively low scores for timeline to open and location are surprising given the emphasis on keeping the existing OFH location in current conversations.
- Members noted that cost and other "givens" should not overshadow factors most meaningful to teens, such as community sentiment and location.
- It is important to have a space "for teens, by teens" in that while the space is in use by teens, it should remain dedicated to teens only. While the OFH was used by other audiences for summer camps and rentals, they took place outside of teen drop-in and programming hours and were viewed as a compatible shared use by teen users.
- Creating a safe space for teens who feel less comfortable in other teen/community spaces is an important component.

Focus Group Meetings: What We Heard
Lindsey Falkenburg, Parks Planning Manager, presented an overview of the in-person community focus group meetings held on Sept. 22 and Sept. 24, which provided an opportunity for community members to share their thoughts and ideas on the future of the OFH building and community spaces for teens.

Q. I'm surprised that the parents and caregivers group prioritized community sentiment as a factor, can you share more detail?
A. This was in reference to the OFH as a well-loved space among teens who went to the OFH, parents of teen OFH users, and teen services alumni.

Comment: Teens' willingness to use the space is crucial. If the rebuild/new build option is chosen and is not teen dedicated or located on the existing OFH site, it may discourage teen participation.

City Council Feedback Update
Loreen Hamilton, Parks and Recreation Director, provided an update of the City Council's feedback on the Stakeholder Group and Focus Group process from the Committee of the Whole meeting on Sept. 23.

- The City Council affirmed their support for the Stakeholder Group's current direction, its membership, and the process to bring a recommendation forward for either a renovation or rebuild/new build, with no direction given to explore minimal or gradual repairs to the building.
- In further conversations with Perteet and Mackenzie, the city consultants who led the 2025 Facility Condition Assessment, the full scope of work under the renovation option are the minimum repairs necessary to maintain the building moving forward. Conducting gradual repairs would increase costs and introduce more interruptions to building use and operations due to the need to close the building more frequently to conduct the repairs.
- City staff will provide another update on the Stakeholder Group process to City Council on Oct. 28 at 4:30 p.m. On Nov. 12, a study session with City Council will discuss the Stakeholder Group's recommendation memo, report, and focus group summary.

Q. Has City Council considered providing guidance on the total budget available?
A. Budget has not yet been a part of the conversation with City Council. After City Council receives the Stakeholder Group's recommendation and discusses budget with city finance staff, the group will receive some guidance to inform the next engagement phase's discussion of potential building amenities, layout, and other elements. Current cost estimates of the two options currently differ by several million dollars.

Q. What is the viability of a gradual repair, and why did city consultants only evaluate renovation and rebuild as the options?
A. Information on the viability of a gradual repair was gathered from the work of the consultants and engineers who conducted the previous facility condition assessments. While gradual repair of the building is technically possible, it would create longer and more frequent closures, higher impact to users, and higher costs.

Additional Information on Options and Recommendation Factors
Lindsey presented additional information on the renovation and rebuild/new build options, including the construction schedule, estimated costs, advantages, and considerations for each option.

Q. Why were caveats listed under advantages to renovation but not under rebuild/new build?
A. To provide balanced information; both options have advantages and considerations, and members should focus on how each option performs against their priority factors.

Q. What is the timeline for the rebuild/new build option after including design, additional community engagement, and other variables such as the possibility of purchasing property?
A. For the Redmond Senior & Community Center (RSCC) rebuild, it took a few months between receiving Council direction and bringing the designer on board. The City conducted engagement concurrently with design. If the rebuild option is chosen for the OFH process, the City would likely bring a designer in during the stakeholder group process to explore site and land use options. It would take about six months to return to City Council with a clear recommendation on location, size, and budget.

The overall design and construction timeline depends on project size, where a larger building would extend the timeline. For comparison, the RSCC (52,000 square feet) had an 18-month construction schedule; the construction of a rebuilt 25,000–30,000-square-foot facility would likely take around 12 months. The construction schedule does not include time for design or opening.

Q. Are there structural unknowns that could increase renovation costs and timeline?
A. Yes. Until the walls are opened, it is not possible to confirm.

Q. Do cost estimates include demolition and land acquisition?
A. Cost estimates include demolition and abatement but not purchase of land.

Q. What is the anticipated timeline to open for a rebuild/new build?
A. The City will provide the timeline to open of the RSCC as a reference and estimates for the timeline to open of the OFH under the rebuild/new build option.

Q. Will there be a similar timeline to open process for the renovation option?
A. If the renovation option is chosen, there will also be additional community engagement to inform the building layout and aesthetics.

Q. How soon can the building re-open for use after construction is completed?
A. Staff usually need 6 to 12 weeks to prepare for operations and programming before buildings are open for use.

Q. Will the building walls need to be opened under either option?
A. Yes, but the approach, length of time needed, and costs for opening the walls would differ under either option. With a renovation, there will be selective demolition that will need more time compared to full demolition with a rebuild/new build.

Q. What if the renovation option is chosen and wood rot is found underneath the walls?
A. Depending on the extensiveness of the rot, construction costs and time would increase.

Q. How many years of use would each option provide?
A. About 15 to 25 years for renovation, after which the City Council would need to decide to further renovate or rebuild. For rebuild, the building lifespan would be over 50 years.

Options and Factors Discussion
Pair & Share Discussions
Group members transitioned to breakout room discussions in pairs, responding to the following prompts:

- *Remember the top three factors that you noted as important. How are you thinking about them for each option?*
- *What do you want other group members to hear before scoring options by factor?*

After returning to plenary, each group shared their highlights, observations, and insights:

- Lifespan of the facility is critical. Renovation will provide 15-25 years before needing to face another major facility decision versus 50+ years for a rebuild/new build.

- Having a similar floor plan as the existing OFH building is important for previous users of the OFH.
- Keeping the location is important; if the rebuild option can't guarantee it will remain on the same site, then some members will recommend renovation to keep the site.
- The 1-5 scoring scale for factors might have generated more emphasized results if it was 1-7 or 1-10; some factors feel significantly more important than others.
- Community sentiment and functionality are both crucial. If teens don't use the building, it doesn't matter how functional it is.
- Functionality and accessibility are important factors, but elements of these factors will largely be determined through implementation.

Q. If the rebuild/new build option is chosen and the facility is rebuilt in a different location, will there be a land acquisition process, and will it add to the timeline to open?
A. Future community engagement and decision-making from the City Council would consider both the location of the building and the potential for land acquisition. If land will be acquired, the timeline to open will extend.

Q. How will teen voices be kept central throughout this process?
A. Similar to how the Redmond Senior & Community Center process centralized input from the City's senior population, the OFH process will continue to prioritize conversations with teens and learning about teens' values and priorities.

Overview: Option Performance Scoring by Factor
Darcy reviewed the Multi-Objective Decision Analysis (MODA) process and noted that the group is now ready to score how each option (renovate and rebuild/new build) performs for each factor using a 1–3 scale (low = 1, medium = 2, high = 3). This step of MODA gathers the group's detailed perspectives on how each option performs and supports building a recommendation. *The scores will not directly determine the group's recommendation.*

Q. How do we score factors like accessibility and regulatory compliance that are required by law?
A. Group members should score these factors based on their values and priorities, regardless of City requirements, to provide City Council with a fuller understanding of community perspectives. The accessibility factor encompasses universal design, which is a higher standard of accessibility than Americans with Disabilities Act (ADA) compliance.

Q. What registration systems were used to collect teen user information at the OFH?
A. Attendance was based on Google Form registration and RYPAC attendance, with 120 unique teens having registered for programs and drop-in activities at the OFH. Concert attendance is not included in this data.

Wrap Up and Next Steps
At the next Stakeholder Group meeting on Oct. 8, the group will review the results of their option performance scoring and begin to form the recommendation.

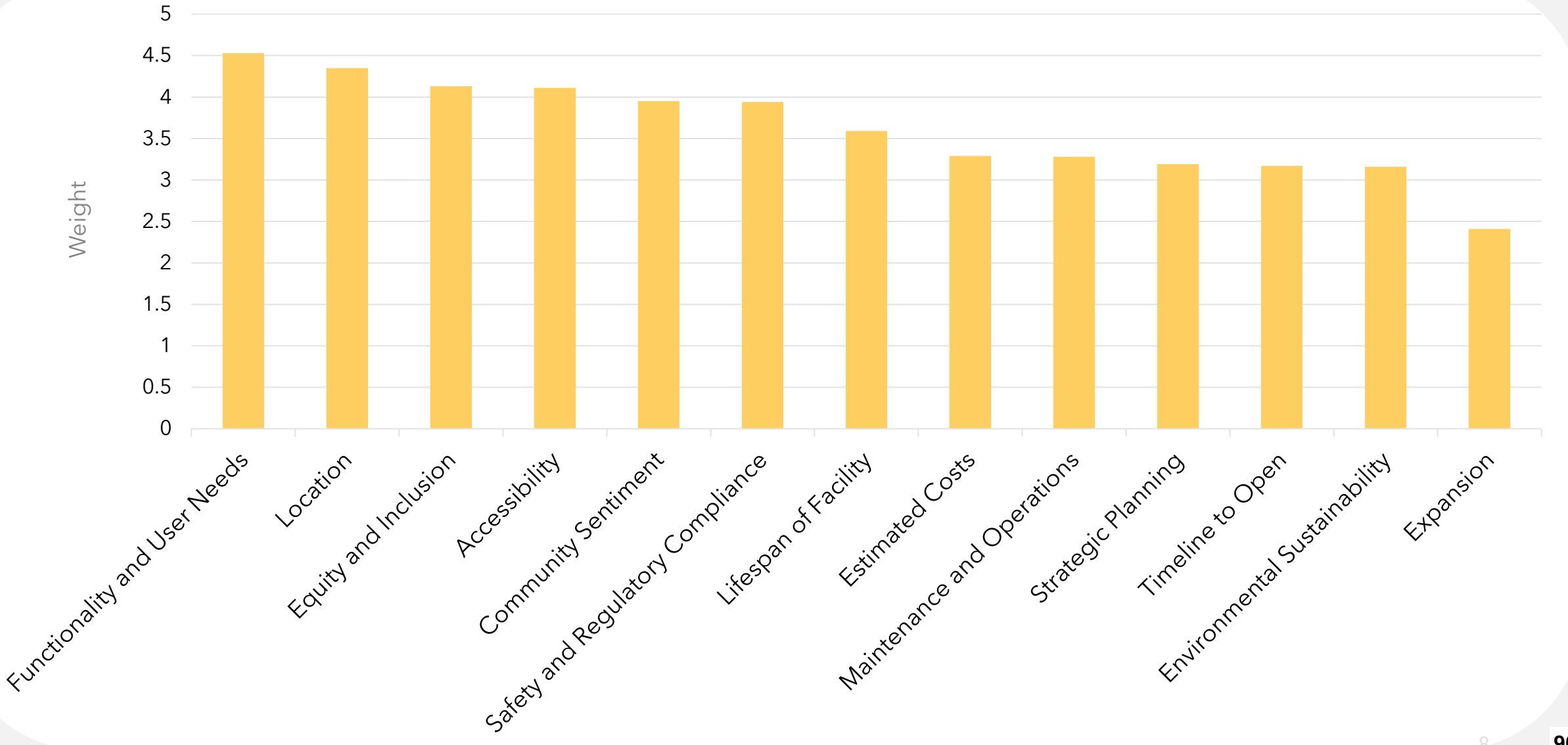
Darcy thanked the group members for their participation before adjourning the meeting.

Menti Poll Results – Group Recommendation Factor Scores

Updated on Oct. 1 with missing recommendation factor scores submitted after Meeting 2.

Accessibility	Community sentiment	Environmental sustainability	Estimated costs	Equity & inclusion	Expansion	Functionality & user needs	Lifespan of facility	Location	Maintenance & operations	Safety & regulatory compliance	Strategic planning	Timeline to open
3	5	2	4	4	2	4	3	5	3	4	5	3
4	4	3	-	-	-	-	-	-	-	-	-	-
5	5	5	5	5	3	4	4	5	4	5	-	4
4	3	4	5	2	5	5	5	4	5	5	5	2
4	5	3	3	4	2	4	3	4	4	5	1	3
5	5	4	3	5	2	5	4	3	3	5	4	2
4	5	2	2	3	1	5	3	4	3	4	1	5
4	3	5	3	5	3	5	5	5	4	5	4	4
4	1	2	2	3	4	5	4	3	2	5	3	1
4	5	4	5	4	2	5	3	5	4	3	4	3
5	4	3	3	4	1	4	5	5	4	5	3	5
4	1	3	2	5	4	5	4	5	4	1	2	1
4	5	3	2	3	1	5	4	5	3	4	3	4
5	5	3	5	5	4	5	5	5	4	5	3	2
3	5	1	1	5	1	5	2	5	2	1	3	3
4	5	3	4	4	1	3	2	4	1	1	2	4
5	3	4	4	5	2	4	3	4	3	5	3	2
4	5	3	1	4	1	3	3	-	1	4	-	5
3	1	3	5	2	3	5	4	3	5	4	5	4
4.11	**3.95**	**3.16**	**3.28**	**4.00**	**2.33**	**4.50**	**3.67**	**4.35**	**3.28**	**3.94**	**3.19**	**3.17**

Menti Poll Results



909

Name	Location	Organization Type	Age Range	Programs/Facilities	Cost	Hours	Additional Services	Contact	Facility Type	Transit/Accessibility	Capacity	Funding Source	Metrics
The Garage (Issaquah Teen Café)	Issaquah, WA	Nonprofit	High school teens (~14-18)	Drop-in space, snacks, coffee, games, music, teen-led events, stage, conference rooms	Free	School Year Mon-Fri 3-7pm; Breaks Mon-Fri 12-6pm	Counseling, case management, tutoring (partner), Host Home program	(425) 395-7341; kaylee@issaquahteencafe.org	Stand alone	Downtown Issaquah, near transit	Medium (~50-75 teens)	Nonprofit w/ city building donation	Open since 2018, teen-designed programs
Issaquah Host Home Program (via The Garage)	Issaquah, WA	Program of The Garage (Nonprofit)	Ages 12-18	Drop-in support services for unhoused or at-risk youth	Free	Varies	Food, showers, case management, temporary housing		Not stand alone (program)	N/A	Small (~10-20)	Nonprofit partnerships	Direct housing placements
Sammamish Community YMCA – Teen Activities	Sammamish, WA	YMCA (Nonprofit)	Tweens/Teens	Tween/Teen Game Room, Teen Activities, Teen Late Night, gym, pool, fitness classes	Membership-based (scholarships available)	Varies	Recreation programs, classes	YMCA of Greater Seattle branch	Shared facility (YMCA)	Car dependent	Large (100+)	YMCA membership, donations	Program attendance
Sammamish Youth Board	Sammamish, WA	City-run youth council	Middle & High school	Monthly youth council meetings, community event planning	Free	Monthly meetings	Leadership development, civic engagement	sammamish.us	Not stand alone (advisory group)	City meetings, accessible	~20 youth members	City budget	Events held, youth participation
KTUB – Kirkland Teen Union Building	Kirkland, WA (downtown)	City of Kirkland	~11-19	Drop-in teen center, art/music studios, café, workshops	Free drop-in; limited fee-based classes and trips	Varies; after school	Counseling services, teen programs	City of Kirkland (KTUB)	Stand alone	Downtown, near transit	Medium-Large (~75-100)	City of Kirkland	Teen attendance, program hours
Lake Hills Clubhouse (Boys & Girls Clubs of Bellevue)	Bellevue, WA	Boys & Girls Club (501c3)	School-age through teens	Music studio, technology lab, leadership and academic support, daily drop-in	Free daily drop-in; paid summer camps (scholarships)	Varies; after school	Limited transportation, counseling, significant scholarships	BGCBellevue	Shared facility (clubhouse)	Neighborhood center; near library	Medium (~50)	Nonprofit, donations, grants	Drop-in usage, camp enrollment
Ron Sandwith Teen Center (BGCKC)	King County (BGCKC)	Boys & Girls Clubs of King County (501c3)	Teens	Drop-in, teen programming	Annual membership $30-50; scholarships available	Varies	Scholarships, counseling	BGCKC	Stand alone	Accessible location	Medium (~50)	Nonprofit	Membership numbers
Garfield Teen Life Center	Seattle, WA	City of Seattle Teen Life Centers	13-19	Drop-in, Late Night programs, studios, classes, social recreation	Free	Late night / Fri & Sat events	Safe social space, recreation	Seattle Parks & Recreation	Stand alone	Central Seattle, near bus lines	Large (100+)	City of Seattle	Program attendance
Meadowbrook Teen Life Center	Seattle, WA	City of Seattle Teen Life Centers	13-19	Drop-in, Late Night programs, studios, classes, social recreation	Free	Late night / Fri & Sat events	Recreation, mentoring	Seattle Parks & Recreation	Stand alone	North Seattle, transit accessible	Large (100+)	City of Seattle	Program attendance
Southwest Teen Life Center	Seattle, WA	City of Seattle Teen Life Centers	13-19	Drop-in, Late Night programs, studios, classes, social recreation	Free	Late night / Fri & Sat events	Recreation, mentorship	Seattle Parks & Recreation	Stand alone	South Seattle, transit accessible	Large (100+)	City of Seattle	Program attendance
Boys and Girls Clubs of Kirkland	Kirkland, WA	Boys & Girls Club (501c3)	School-age through teens	After school (grades 6-12), teen late nights, camps	Free afterschool 6-12	After school, evenings for teen nights	Free van transportation, counseling, scholarships	BGCKirkland	Shared facility	Neighborhood-based	Medium (~50)	Nonprofit, donations, grants	Enrollment, after school participation

Name	Location	Organization Type	Age Range	Programs/Facilities	Cost	Hours	Additional Services	Contact	Facility Type	Transit/Accessibility	Capacity	Funding Source	Metrics
					program; paid camps								
Crossroads Community Center	Bellevue, WA	City of Bellevue	Tweens & Teens	Free Teen Makerspace, games room, youth basketball	Free	Daily drop-in	Counseling services	City of Bellevue - Crossroads	Shared community center	Bus accessible	Medium (50-75)	City of Bellevue	Makerspace participation, recreation use
Bainbridge Island Teen Center	Bainbridge Island, WA	Community/City	Teens	Drop-in teen center, classes	Free (some paid classes)	Varies		Bainbridge Island teen services	Stand alone	Island community, limited transit	Small (~25)	City/Community	Participation numbers
Vera Project	Seattle, WA	Nonprofit (501c3)	All ages (youth-focused)	All-ages music venue, screen printing studio, video/radio lab, rentals, classes	Cost per show; paid classes; scholarships available	Event-based; studio hours vary	Music equipment rental, paid recording sessions, career programs	Vera Project	Stand alone	Seattle Center, transit accessible	Large (100+)	Nonprofit, donations, grants	Event attendance, program enrollment
Friends of Youth	Kirkland, WA	Nonprofit service provider	Youth & young adults	Housing and counseling services, youth homelessness programs	Varies	Varies	Case management, housing supports	Friends of Youth	Not stand alone (service org)	Accessible offices	N/A	Nonprofit	Youth housed, counseling sessions
Youth Eastside Services (YES)	Bellevue, WA	Nonprofit mental health services	Youth & families	Mental health counseling, therapy, school-based services	Sliding scale / insurance	By appointment	Community-based programs	Youth Eastside Services	Not stand alone (service org)	Multiple offices	N/A	Nonprofit	Clients served
KCLS (King County Library System) - Youth Services	King County, WA	Public Library System	All ages (teens included)	Homework help, events, teen advisory boards, study spaces	Free	Library hours	Volunteer opportunities	KCLS	Shared library facilities	Branch dependent, often central locations	Variable	Public library system	Program attendance, cardholders
Centro Cultural Mexicano Maker Space	Redmond, WA (Eastside)	Community nonprofit	High school (9-12)	Free workshops, access to art, music, engineering	Free	Varies	Cultural programming	Centro Cultural Mexicano	Shared cultural facility	Redmond, transit accessible	Small-Medium (~25-40)	Community nonprofit, grants	Youth participation
REDTab (Redmond Teen Advisory Board)	Redmond, WA	Library/City youth advisory	Teens	Advisory meetings, event planning	Free	Varies	Leadership development	Redmond Library / KCLS	Not stand alone (advisory board)	Accessible	~20	City/Library	Youth engaged, events supported
Old Fire House (OFH)	Redmond, WA	City-run teen center (historic)	Teens	Drop-in, events, teen programming, stage, music studio, conference rooms	Free; paid classes, youth camps	After school/evenings, Tues-Thurs 3:30-8 pm, Fridays 3:30-6 pm	Counseling services, teen-led events	City of Redmond	Stand alone (historic building)	Downtown Redmond, near library, accessible by bus; walkable from schools	Medium (~50-75)	City of Redmond	Well-loved community space, maintenance challenges
RCCMV (Redmond Community Center at Marymoor Village)	Redmond, WA	City recreation facility	All ages (includes teen programming)	Teen programming relocated from OFH, shared spaces for rec	Free or low cost; paid classes	After school/evenings, Tues-Thurs 3:30-8 pm, Fridays 3:30-6 pm	Counseling services, shared community resources	City of Redmond	Shared facility	Marymoor area, car/transit accessible	Large (multi-use)	City of Redmond	New facility, broader community use

Renovations vs. New Construction Comparison

Old Fire House Teen Center | Estimated High-Level Information

The City is evaluating two options for the Old Fire House site: **renovating the existing building** or **investigating a new construction approach**. This document provides estimated quantitative and descriptive information to support stakeholder understanding of both pathways. Investigating a rebuild would include further community engagement to inform design and programming.

Factor	Renovation Option	New Construction Option
Estimated Cost	**$9,304,950**	**$12,072,036**
Construction Schedule	**10 months**	**12 months**
Scope Description	Full remedial demolition to existing studs with complete replacement of all building systems, accessibility improvements, and hazardous material abatement. *Note: Even with renovation, the building will look very different than it currently does.*	New construction designed to meet current and future programming needs, building codes, and accessibility standards. Design would be informed by additional community engagement.
Advantages	• Preserves history/legacy structure of Old Fire House • Slightly shorter construction schedule • Lower total upfront cost	• Programmatic opportunities for optimized design • Long-term lifespan (50+ years) • Lower operating and maintenance costs • Full capacity to meet current code
Considerations	• Limited expansion or reconfiguration options • Unknown issues may be discovered during construction • Accessibility upgrade limitations • Shorter lifespan: existing structure has limited remaining service life due to its age, meaning City will face another major facility decision (and unknown associated costs) within 15-25 years. • Higher ongoing operating and maintenance costs throughout building life	• Aesthetic may not visually represent existing building (to be determined in future phase) • Higher total upfront cost • Slightly longer construction schedule

Important Context: *These estimates represent high-level planning information. Both options require further investigation and community input. For the new construction option, additional community engagement would inform final design, space, and programmatic decisions.*

Renovation Option: Detailed Scope Summary

Hazardous Materials

- Abate asbestos and lead-based materials on most walls and floors
- Replace lead ventilation tubes on roof

Site and Exterior Accessibility

- Replace all sidewalks, parking, and signage
- Replace utility service connections to meet current code

Interior Accessibility

- Replace all doors and door hardware
- Adjust door openings for accessibility clearances
- Replace built-in furniture with accessible compliant furniture
- Replace kitchen cabinetry and appliances in entirety
- Update/replace stair risers and install handrails
- Install accessible means of access to stage, sound booth, and recording studio via ramps and/or motorized lifts
- Update all restrooms to full accessibility compliance

Building Façade

- New roofing system (decking, insulation, waterproofing membrane, and flashing)
- Replace all windows (investigate for water damage at all windows)
- Reclad Hose Tower (if seismically upgraded and retained)
- Insulate all exterior walls
- Replace exterior finish material (stucco) with modern waterproof system

Interior Layout & Finishes

- Interior layout intended to remain generally as existing, with some updates to accommodate special needs
- New finishes for all floors, walls, and ceilings (carpeting, paint, etc.)
- Update or replace office cabinetry

Structural

- Seismically strengthen roof sheathing
- Reinforce concrete masonry units (CMU) walls and steel cross bracing to meet seismic code
- Reinforce Hose Tower CMU structure; entire rebuild of tower's CMU façade
- Reinforce and partially replace braced frames installed in 2002
- Unknowns: check all beams for rot and confirm if foundation requires strengthening following geotechnical investigation

Building Systems

- Replace entire HVAC system with modern equipment and temperature controls; extend heating/cooling to all spaces
- Install exhaust fans in restrooms and kitchen
- Replace all galvanized and copper plumbing with new insulated piping
- Replace water heater
- Upgrade fire sprinkler heads and install backflow devices
- Replace fire alarm system
- Replace electrical panels
- Install all new electrical outlets and controls
- Install new energy efficient lighting

Operational Considerations: Space and Staffing Comparison

Old Fire House Teen Center

- **2024 Usage:** 120 unique teens served; typically 10-25 teens on average daily
- **Staffing Model:** Typically 4 staff members for programming and general oversight serving approx. 10-25 teens daily
- **Operating Cost:** ~$150 per hour for staffing
- **Notes:** Larger, more specialized space requiring higher staff involvement due to specialized areas (recording studio, sound booth, stage) and sight line considerations for safe oversight

Teen Lounge at Redmond Community Center at Marymoor Village (Interim)

- **Staffing Model:** 2 core staff, supplemented by additional programming staff as needed
- **Operating Cost:** ~$75 per hour for staffing
- **Notes:** Multi-use space that shares customer service staff costs with other programs in the building, reducing need for dedicated building supervision staff. Provides example of flexible-use space efficiency

Old Fire House Teen Center
Facility Recommendation Stakeholder Group
Meeting #4 Agenda

Meeting Date and Time
Wednesday, Oct. 8, 6 – 8:30 p.m.

Meeting Objectives
- Check in on group reflections since Meeting 3 and what members are hearing from their communities.
- Share additional information about the timelines to open for each option.
- Present the Stakeholder Group's recent scoring results and calculated weighted scores for each option; discuss the scores and learnings from the overall process.
- Begin to build a consensus on the group's recommendation to City Council through collaborative discussion and activities.

Meeting Agenda

Time	Item	Presenter(s)
5:30 p.m. *30 mins.*	*Stakeholder Group members are invited to arrive 30 minutes early to connect with other members, find a seat (if in-person), and test audio/video (if online) before the meeting begins.*	
6 p.m. *20 mins.*	**Opening** • Welcome and agenda overview • Checking in • Following up on questions from last meeting	**Darcy Edmunds**, Facilitator **Lindsey Falkenburg**, Parks Planning Manager
6:20 p.m. *35 mins.*	**Menti Results: Option and Factor Scores** • Present the Stakeholder Group's recent scoring results and calculated weighted scores for each option. • Small group breakout discussion: o *What takeaways do you have from the option's performance and weighted results?* o *Which options are consistent with your recommendation factor priorities? Why?*	**Darcy Edmunds**, Facilitator

Time	Item	Presenter(s)
	○ *Are there factors that both options satisfy or address equally, depending on implementation?* • Full group share-out & discussion	
6:55 p.m.	***10-minute break***	
7:05 p.m. *45 min.*	**Option Opportunities and Challenges** • Small group breakout discussion: ○ *What's most promising about the renovation option? Where do you see challenges?* ○ *What's most promising about the rebuild/new build option? Where do you see challenges?* ○ *If your breakout group has to make the recommendation right now, what would it be, and why?* • Full group share-out & discussion	**Darcy Edmunds**, Facilitator
7:50 p.m. *35 min.*	**Identifying Areas of Agreement** • Menti Agreement Gradient: *members rate their individual support for each recommendation option in real time* • Full group discussion: *identifying areas of agreement, discuss conditions for support, begin forming draft recommendation*	**Darcy Edmunds**, Facilitator
8:25 p.m. *5 min.*	**Wrap Up and Next Steps** • Next meeting details	**Darcy Edmunds**, Facilitator
8:30 p.m.	**Adjourn**	

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #4 – Oct. 8, 2025

Redmond
WASHINGTON

Meeting Ground Rules Reminders

Please remain **muted** when not speaking.

The **facilitator will guide** the agenda and process.

Actively participate in the group.*

Please **hold questions** until after each presentation. Use the "raise hand" feature or type your question in the chat, and we'll address them during the Q&A.

Stories stay; lessons leave. Respect, privacy, and safety are important in this process.

**The facilitator may invite quieter members to share ☺*

Meeting Objectives

- Check in on group reflections since Meeting 3 and what members are hearing from their communities.
- Share additional information about the timelines to open for each option.
- Present the Stakeholder Group's recent scoring results and calculated weighted scores for each option; discuss the scores and learnings from the overall process.
- Begin to build a consensus on the group's recommendation to City Council through collaborative discussion and activities.

Agenda

Time	Item	Presenter(s)
6 p.m.	**Welcome & Checking In**	**Darcy Edmunds**, Facilitator
6:20 p.m.	**Menti Results: Option and Factor Scores** ▸ *Breakout group discussions and full group share-out*	**Darcy Edmunds**, Facilitator
6:55 p.m.	***10-minute break***	
7:05 p.m.	**Option Opportunities and Challenges** ▸ *Breakout group discussions and full group share-out*	**Darcy Edmunds**, Facilitator
7:50 p.m.	**Identifying Areas of Agreement** ▸ *Menti (live) and full group discussion*	**Darcy Edmunds**, Facilitator
8:25 p.m.	**Wrap Up and Next Steps**	**Darcy Edmunds**, Facilitator
8:30 p.m.	**Adjourn**	

Checking in

- What is everyone thinking after the last meeting?
- Have you reached out to your community about your involvement in this process?
- If so, what reactions have you heard?

Additional Information: Options and Recommendation Factors

Lindsey Falkenburg, Parks Planning Manager

Overall Project Timeline

Redmond
SENIOR & COMMUNITY CENTER
Building our future TOGETHER

Redmond Senior & Community Center

Anticipated OFH Timeline

- Estimated timelines to open (not a like-for-like comparison)
  - Renovation: ~2 years (2025-2027)
  - Rebuild/New Build: ~3 years (2025-2028)

Rough reference timeline if rebuild/new build option is chosen:

	Milestone	Notes
Nov. 2025	City Council Direction on Current Facility	Council decides whether to renovate the current structure or investigate rebuilding (at current location or new location). This is the decision the Stakeholder Group is informing with their recommendation.
Q1 2026	Architect Contracted & Next Phase of Engagement Begins	If Council directs staff to rebuild, an architect would be brought on board. Community and stakeholder engagement would begin in tandem with design, including teen-focused design sessions, community surveys, and public input opportunities.
Q4 2026	Overall Design and Funding Approved	City Council approves final design and project budget.
Q3 2027	Groundbreaking	Construction begins. Estimated 12-month construction timeline.
Q3/Q4 2028	Grand Opening	New facility opens, approximately 3 years from Council's initial decision.

Questions?

Menti Results: Option and Factor Scores

Darcy Edmunds, Facilitator

Process: Multi-Objective Decision Analysis (MODA)

1. Factors

Create a shared understanding of the recommendation factors.

2. Weighting

Determine relative importance of each factor and assign corresponding weights.

3. Scoring

Score each option (i.e., renovate or new build) for each weighted factor.

4. Recommendation

Discuss results and determine recommendation.

Approach: Meeting 4

Timing: ***Wednesday, Oct. 8***

"How are the scores affected when we apply weighted values?"

"What can we learn from the results?"

- **Present weighted option scores** (by factor and total).
- **Discuss weighted scores and start building consensus** around recommendation.

Note: scoring is intended to inform group discussions and recommendations; scoring results do not decide the group recommendation.

Menti Poll Results – Group Recommendation Factor Scores

Updated on Oct. 1 with missing recommendation factor scores submitted after Meeting 2.

Accessibility	Community sentiment	Environmental sustainability	Estimated costs	Equity & inclusion	Expansion	Functionality & user needs	Lifespan of facility	Location	Maintenance & operations	Safety & regulatory compliance	Strategic planning	Timeline to open
3	5	2	4	4	2	4	3	5	3	4	5	3
4	4	3	-	-	-	-	-	-	-	-	-	-
5	5	5	5	5	3	4	4	5	4	5	-	4
4	3	4	5	2	5	5	5	4	5	5	5	2
4	5	3	3	4	2	4	3	4	4	5	1	3
5	5	4	3	5	2	5	4	3	3	5	4	2
4	5	2	2	3	1	5	3	4	3	4	1	5
4	3	5	3	5	3	5	5	5	4	5	4	4
4	1	2	2	3	4	5	4	3	2	5	3	1
4	5	4	5	4	2	5	3	5	4	3	4	3
5	4	3	3	4	1	4	5	5	4	5	3	5
4	1	3	2	5	4	5	4	5	4	1	2	1
4	5	3	2	3	1	5	4	5	3	4	3	4
5	5	3	5	5	4	5	5	5	4	5	3	2
3	5	1	1	5	1	5	2	5	2	1	3	3
4	5	3	4	4	1	3	2	4	1	1	2	4
5	3	4	4	5	2	4	3	4	3	5	3	2
4	5	3	1	4	1	3	3	-	1	4	-	5
3	1	3	5	2	3	5	4	3	5	4	5	4
4.11	**3.95**	**3.16**	**3.28**	**4.00**	**2.33**	**4.50**	**3.67**	**4.35**	**3.28**	**3.94**	**3.19**	**3.17**

Stakeholder Group Factor & Option Scores

Factor	Factor Weight Scores *Group averages, 1-5*	RENOVATION Scores *Group averages, 1-3*	REBUILD/NEW BUILD Scores *Group averages, 1-5*	RENOVATION Scores *Group averages, 1-15*	REBUILD/NEW BUILD Scores *Group averages, 1-15*
		Raw scores		***Weighted scores***	
Accessibility	4.11	2.11	2.68	8.64	11.02
Community sentiment	3.95	2.84	1.37	11.22	5.40
Environmental sustainability	3.16	1.56	2.67	4.91	8.42
Estimated costs	3.21	2.33	2.17	7.49	6.96
Equity & inclusion	4.05	2.28	2.22	9.23	9.01
Expansion	2.26	1.67	2.83	3.77	6.41
Functionality & user needs	4.53	2.22	2.67	10.06	12.07
Lifespan of facility	3.68	1.61	2.94	5.94	10.85
Location	4.39	2.94	1.89	12.92	8.29
Maintenance & operations	3.21	1.50	2.44	4.82	7.85
Safety & regulatory compliance	3.95	1.94	2.72	7.68	10.75
Strategic planning	3.22	2.00	2.28	6.44	7.34
Timeline to open	3.16	2.39	1.94	7.54	6.14
TOTALS	**n/a**	**27.39**	**30.83**	**100.66**	**110.50**

Stakeholder Group Factor & Option Scores

Factor	Factor Weight Scores Group averages 1-5	Raw scores: RENOVATION Scores Group averages 1-3	Raw scores: REBUILD/NEW BUILD Scores Group averages 1-5	Weighted scores: RENOVATION Scores Group averages 1-15	Weighted scores: REBUILD/NEW BUILD Scores Group averages 1-15
Accessibility	**4.11**	**2.11**	2.68	**8.64**	11.02
Community sentiment	3.95	2.84	1.37	11.22	5.40
Environmental sustainability	3.16	1.54	2.67	4.91	8.42
Safety & regulatory compliance	3.95	1.94	2.72	7.68	10.75
Strategic planning	3.22	2.00	2.28	6.44	7.34
Timeline to open	3.16	2.39	1.94	7.54	6.14
TOTALS	**n/a**	**27.39**	**30.83**	**100.66**	**110.50**

(Factor weight)(RENOVATION Score) = Weighted RENOVATION Score

Accessibility example: **(4.11)(2.11) = 8.64**

Repeated for all factors and both options to get weighted scores

Stakeholder Group Factor & Option Scores

		Raw scores		Weighted scores	
Factor	**Factor Weight Scores** *Group averages, 1-5*	**RENOVATION Scores** *Group averages, 1-3*	**REBUILD/NEW BUILD Scores** *Group averages, 1-5*	**RENOVATION Scores** *Group averages, 1-15*	**REBUILD/NEW BUILD Scores** *Group averages, 1-15*
Accessibility	4.11	2.11	2.68	8.64	11.02
Community sentiment	3.95	2.84	1.37	11.22	5.40
Environmental sustainability	3.16	1.56	2.67	4.91	8.42
Estimated costs	3.21	2.33	2.17	7.49	6.96
Equity & inclusion	4.05	2.28	2.22	9.23	9.01
Expansion	2.26	1.67	2.83	3.77	6.41
Functionality & user needs	4.53	2.22	2.67	10.06	12.07
Lifespan of facility	3.68	1.61	2.94	5.94	10.85
Location	4.39	2.94	1.89	12.92	8.29
Maintenance & operations	3.21	1.50	2.44	4.82	7.85
Safety & regulatory compliance	3.95	1.94	2.72	7.68	10.75
Strategic planning	3.22	2.00	2.28	6.44	7.34
Timeline to open	3.16	2.39	1.94	7.54	6.14
TOTALS	**n/a**	**27.39**	**30.83**	**100.66**	**110.50**

Stakeholder Group Factor & Option Scores

Factor	Factor Weight Scores *Group averages, 1-5*	Weighted Score Difference	*Weighted scores* RENOVATION Scores *Group averages, 1-15*	*Weighted scores* REBUILD/NEW BUILD Scores *Group averages, 1-15*
Accessibility	4.11	2.38	8.64	11.02
Community sentiment	3.95	5.82	11.22	5.40
Environmental sustainability	3.16	3.51	4.91	8.42
Estimated costs	3.21	0.54	7.49	6.96
Equity & inclusion	4.05	0.23	9.23	9.01
Expansion	2.26	2.64	3.77	6.41
Functionality & user needs	4.53	2.01	10.06	12.07
Lifespan of facility	3.68	4.91	5.94	10.85
Location	4.39	4.63	12.92	8.29
Maintenance & operations	3.21	3.03	4.82	7.85
Safety & regulatory compliance	3.95	3.07	7.68	10.75
Strategic planning	3.22	0.90	6.44	7.34
Timeline to open	3.16	1.40	7.54	6.14
TOTALS	**n/a**	**9.83**	**100.66**	**110.50**

Stakeholder Group Factor & Option Scores

Factor	Factor Weight Scores *Group averages, 1-5*	Weighted scores		
		Weighted Score Difference	RENOVATION Scores *Group averages, 1-15*	REBUILD/NEW BUILD Scores *Group averages, 1-15*
Accessibility	4.11	**2.38**	**8.64**	**11.02**
Community sentiment	3.95	3.82	11.22	3.40
Environmental sustainability	3.16	3.51	4.91	8.42
Esti				
Equi				
Expa				
Func				
Lifes				
Loca				
Mai				
Safety & regulatory compliance	3.95	3.07	7.68	10.75
Strategic planning	3.22	0.90	6.44	7.34
Timeline to open	3.16	1.40	7.54	6.14
TOTALS	**n/a**	**9.83**	**100.66**	**110.50**

Highest value score – lowest value score = Weighted Score Difference

Accessibility example: **11.02 - 8.64 = 2.38**

Repeated for all factors

Stakeholder Group Factor & Option Scores

Factor	Factor Weight Scores *Group averages, 1-5*	Weighted Score Difference	*Weighted scores* RENOVATION Scores *Group averages, 1-15*	*Weighted scores* REBUILD/NEW BUILD Scores *Group averages, 1-15*
Accessibility	4.11	2.38	8.64	11.02
Co				
Env				
Est				
Equ				
Exp				
Fur				
Life				
Location	4.39	4.63	12.92	8.29
Maintenance & operations	3.21	3.03	4.82	7.85
Safety & regulatory compliance	3.95	3.07	7.68	10.75
Strategic planning	3.22	0.90	6.44	7.34
Timeline to open	3.16	1.40	7.54	6.14
TOTALS	n/a	9.83	100.66	110.50

Highest value score – lowest value score = Weighted Score Difference

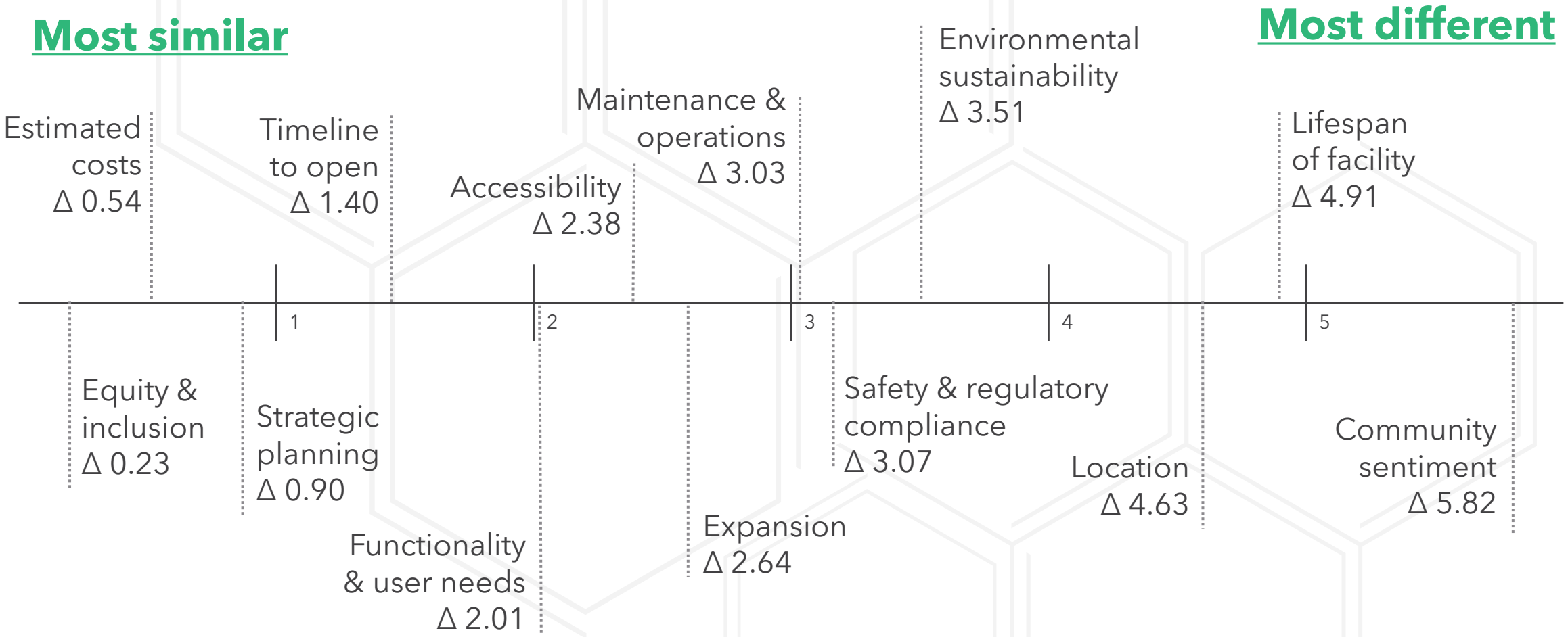
Timeline to Open example: **7.54 - 6.14 = 1.40**

Repeated for all factors

Stakeholder Group Factor & Option Scores

	Weighted scores		
Factor	**RENOVATION Scores** *Group averages, 1-15*	**REBUILD/NEW BUILD Scores** *Group averages, 1-15*	**Weighted Score Difference**
Accessibility	8.64	11.02	2.38
Community sentiment	11.22	5.40	5.82
Environmental sustainability	4.91	8.42	3.51
Estimated costs	7.49	6.96	0.54
Equity & inclusion	9.23	9.01	0.23
Expansion	3.77	6.41	2.64
Functionality & user needs	10.06	12.07	2.01
Lifespan of facility	5.94	10.85	4.91
Location	12.92	8.29	4.63
Maintenance & operations	4.82	7.85	3.03
Safety & regulatory compliance	7.68	10.75	3.07
Strategic planning	6.44	7.34	0.90
Timeline to open	7.54	6.14	1.40
TOTALS	**100.66**	**110.50**	**9.83**

Differences between Weighted Option Scores by Factor



Δ = Delta (difference) between weighted option scores for factor noted.

Questions?

Small Group Discussion | Full Group Share-Out

Group instructions: (1) Decide who will be the notetaker and who will lead the group's share-out with the larger group. (2) Spend 5 minutes discussing each question below as a group before moving to the next question. Breakout groups will end after 15 minutes, then groups will take turns sharing highlights from the discussion.

- What takeaways do you have from the options' performance and weighted results?
- Which options are consistent with your recommendation factor priorities? Why?
- Are there factors that both options satisfy or address equally, depending on implementation?

Small Group Discussion | Full Group Share-Out

- *What takeaways do you have from the options' performance and weighted results?*
- *Which options are consistent with your recommendation factor priorities? Why?*
- *Are there factors that both options satisfy or address equally, depending on implementation?*

- Share highlights, observations, and insights from your group's conversation

939

10-minute break

Option Opportunities and Challenges

Darcy Edmunds, Facilitator

Small Group Discussion | Full Group Share-Out

Group instructions: (1) Decide who will be the notetaker and who will lead the group's share-out with the larger group. (2) Spend 8 minutes discussing each question below as a group before moving to the next question. Breakout groups will end after 25 minutes, then groups will take turns sharing highlights from the discussion.

- What's most promising about the renovation option? Where do you see challenges?
- What's most promising about the rebuild/new build option? Where do you see challenges?
- If your breakout group had to make the recommendation right now, what would it be, and why?

Small Group Discussion | Full Group Share-Out

- *What's most promising about the renovation option? Where do you see challenges?*
- *What's most promising about the rebuild/new build option? Where do you see challenges?*
- *If your breakout group had to make the recommendation right now, what would it be, and why?*

- Share highlights, observations, and insights from your group's conversation

Identifying Areas of Agreement

Darcy Edmunds, Facilitator

Identifying Areas of Agreement – Overview

- **Option Agreement Gradient:** in Menti, rate your support of each option (renovate or rebuild/new build) on the 1-7 agreement gradient:

1	2	3	4	5	6	7
Strongly oppose	Oppose	Generally, oppose <u>but</u> could live with if certain conditions are met	Neutral / unsure	Generally, support <u>if</u> certain conditions are met	Support	Strongly support

- **Review results and discuss:** *Where is there agreement, what conditions may sway leanings, etc.*
- **Questions before we start?**

Identifying Areas of Agreement – Menti poll

← Follow QR code

OR

Join at **menti.com**
Use code **7450 6129**

Wrap Up and Next Steps

Darcy Edmunds, Facilitator

Next Steps

- **Next meeting:** Wednesday, Oct. 22 (online)

- **Topics**
  - Present the **draft recommendation** for Stakeholder Group comment and discuss agreement or adjustments.

Thank you!

Redmond
WASHINGTON

Appendix: Group Option Scores by Factor *(not weighted)*

Individual scores below submitted by group members between Oct. 1 and Oct. 8, 2025. Empty cells indicate missing scores.

Accessibility		Community Sentiment		Environmental sustainability		Estimated costs		Equity and Inclusion		Expansion		Functionality and User Needs		Lifespan of Facility		Location		Maintenance and Operations		Safety and Regulatory Compliance		Strategic Planning		Timeline to Open	
Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option	Renovation Option	Rebuild Option
3	2	3	1	2	3	3	2	3	1	2	3	3	2	2	3	3	2	2	2	2	3	2	1	2	2
2	3	3	3	1	3	1	3	2	3	3	3	1	3	1	3	3	3	1	3	2	3	1	3	2	2
3	1	3	1	2	2	3	3	1	1	2	1	2	2	2	2	3	1	2	1	2	2	3	1	3	1
2	3	2	1	1	3	2	2	1	2	1	3	2	3	1	3	3	2	1	3	2	3	1	3	2	1
2	3	3	2	1	3	3	3	2	2	1	3	2	3	1	3	3	2	1	3	1	3	2	3	3	3
2	3	3	1	1	3	3	2	2	2	1	3	3	3	2	3	3	1	2	3	3	3	3	3	3	2
2	2	3	1	2	3	2	2	3	2	2	3	2	2	2	3	3	1	2	3	3	3	3	2	2	2
2	3	3	1	2	1	3	1	3	3	2	3	1	3	1	3	3	2	1	2	1	3	3	2	2	2
1	3	3	2	2	3	3	3	2	2	2	3	2	3	1	3	2	2	1	3	2	3	2	3	3	3
3	3	3	1	2	2	3	1	3	1	3	3	3	1	3	3	3	1	2	2	2	2	3	1	3	1
2	3	3	2	1	3	1	3	1	3	1	3	2	3	1	3	3	3	1	3	1	3	1	3	2	2
3	3	3	1	2	3	3	2	3	3	2	3	3	3	2	3	3	1	1	3	3	3	2	3	3	1
3	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	3	3	2	2	3	2	2	3	2	1	3	2	3	2	3	3	2	2	3	2	3	2	2	3	3
1	3	3	1	1	3	3	2	2	2	1	3	2	3	1	3	3	1	1	3	2	2	2	1	2	2
2	3	3	1	2	2	1	1	3	3	1	2	3	3	3	3	3	3	1	1	3	3	2	2	2	2
2	3	3	2	1	3	2	2	2	3	1	3	2	3	1	3	3	2	3	2	1	3	1	3	2	2
1	3	3	1	1	3	2	3	3	3	3	3	3	3	1	3	3	3	1	1	1	1	1	3	2	3
2	3	3	1	2	2	2	2	2	2	1	3	2	2	2	3	3	2	2	3	2	3	2	2	2	1
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.11	**2.68**	**2.84**	**1.37**	**1.56**	**2.67**	**2.33**	**2.17**	**2.28**	**2.22**	**1.67**	**2.83**	**2.22**	**2.67**	**1.61**	**2.94**	**2.94**	**1.89**	**1.50**	**2.44**	**1.94**	**2.72**	**2.00**	**2.28**	**2.39**	**1.94**

Appendix: Feedback and Decision Making

City Council Teen Center Subcommittee observes Stakeholder Group meetings and community engagement.

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #4 Summary – Oct. 8, 2025, 6 – 8:30 p.m.

Meeting Objectives

- Check in on group reflections since Meeting 3 and what members are hearing from their communities.
- Share additional information about the timelines to open for each option.
- Present the Stakeholder Group's recent scoring results and calculated weighted scores for each option; discuss the scores and learnings from the overall process.
- Begin to build a consensus on the group's recommendation to City Council through collaborative discussion and activities.

Attendees

Stakeholder Group

- Cameron Boher
- Caroline Chapman
- David Cline
- Jeff Lee
- Jodi Peña
- John Crosley
- Kate Becker
- Kathy O'Keefe
- Kristie Neklason
- Kristina Wayland
- Mark Peterson
- Pat Vache
- Rob Leavitt
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen

City Council Teen Center Subcommittee

- Vanessa Kritzer, City Council President
- Angie Nuevacamina, Councilmember
- Steve Fields, Councilmember

City of Redmond Staff

- David Tuchek, Deputy Parks Director
- Zach Houvener, Deputy Parks Director
- Lindsey Falkenburg, Parks Planning Manager

Facilitation Team

- Darcy Edmunds, Facilitator, Stepherson & Associates Communications (S&A)
- Aileen Dinh, Facilitation Team, S&A
- Kelsey Swenson, Facilitation Team, S&A

The names of group members under the age of 18 are not listed for privacy.

Meeting Summary

Opening and Introductions
Darcy Edmunds, Facilitator, welcomed the Stakeholder Group to the fourth meeting and reviewed the meeting ground rules, objectives, and agenda. Group members were invited to share their reflections and topics of conversation with other community members since Meeting 3.

Several members expressed disappointment and frustration that the Stakeholder Group meeting was moved from a hybrid to an online format on the day of the meeting and noted their preference for in-person meetings. Holding the meeting in person would have been a challenge for a number of reasons, and the meeting was moved online to ensure productive discussions.

Question (Q). Why are the factor and option scores anonymous? It would be helpful to understand group members' scores and the reasons for these scores.
Answer (A). The scores were anonymized before sharing with the group to respect group members' privacy and not have members feel forced to share their scores. The facilitation team shared individual scores with each group member for their own records, and group members are invited to share their scores and reasons in discussions during the meeting.

Additional Information: Options and Recommendation Factors
Lindsey Falkenburg, Parks Planning Manager, presented the timeline for the opening of the Redmond Senior & Community Center (RSCC) and the estimated timelines to open for the renovation and rebuild/new build options.

Q. Why is the estimated timeline to open for the renovation option about two years?
A. This timeline includes further community engagement and determining various design factors. The timeline estimate will be refined once the scope of the design is finalized.

Q. Will the Old Fire House (OFH) timeline be accelerated, similar to the RSCC timeline?
A. The processes will be similar. It is a city priority to move the OFH process forward to meet the needs of the community and teens.

Menti Results: Option Scores
Darcy presented the group's original and weighted option scores (i.e., how each option performed in each factor), outlining the calculations made to determine the weighted scores. *For an overview of these scores, please see the meeting presentation.*

Q. What is the purpose of these weighted scores?
A. The weighted scores reflect the importance of each factor (as set by this group) and apply that importance as a value to the performance scores this group gave the two options. It helps us analyze multiple different objectives on a common scale, or "compare apples to apples," informing the group's discussions and development of a recommendation.

Q. The renovation option has larger weighted scores for six factors, while the rebuild/new build option has larger weighted scores for eight factors. Does this indicate that the group favors the rebuild/new build option over the renovation option?
A. A higher weighted score for one of the options indicates that this option better satisfies the factor based on the Stakeholder Group's evaluation. Though the rebuild/new build option has a greater number of higher scores, the group considers the renovation option to significantly satisfy the community sentiment, lifespan of facility, and location factors. The options perform very similarly for estimated costs, and equity and inclusion factors. These scores and their differences provide a starting point for further discussion.

Group members shared the following insights and impressions:

- Community sentiment is one of the most important recommendation factors. If community members don't feel comfortable in a space, then they will not use it.
- Some members were interested in discussing the original factor scores further. The facilitation team noted that group members can discuss the factor scores and individual reflections during the meeting's breakout group discussions. The scores are a tool and starting point for discussions to inform the group's recommendation.

Group members transitioned to breakout groups to discuss takeaways from the options' performance and weighted results, the options that are consistent with their recommendation factor priorities, and the factors that could satisfy or address both options equally, depending on implementation.

Each breakout group shared their highlights, observations, and insights with the full group:

- Breakout group #1 was not surprised about the scores for location and community sentiment, feeling that they are linked and inseparable. The breakout group prefers the existing OFH location due to its positive community sentiment. They understand that the rebuild will have a longer lifespan, but as it won't be guaranteed on the existing OFH location, the group was torn between the options. Factors such as operations are a given for both options.
- Breakout group #2 noted that many of the weighted scores were higher for the rebuild option, such as sustainability and estimated costs. As the rebuild/new build option has a projected $3 million difference and a 25-year longer lifespan than the renovation option, a new building would be more cost-effective over time than a renovation. The breakout group also discussed expanding a rebuild to a mixed-use space, but noted that teens would not prefer this. The group felt the table of weighted scores does not fully reflect how some factors are much more important to the group than others.
- Breakout group #3 noted strong community preferences for the OFH building's current location. While the location of a rebuild is to be determined, the breakout group hopes that City Council can consider the existing OFH location for the rebuild option. Facility lifespan is also an important factor for both the community and for City Council consideration. One topic that the Stakeholder Group has not yet explored is the target population and who the City is hoping to serve in either a renovated or a rebuilt facility.
- Breakout group #4 shared that they discussed estimated costs, sustainability, and community sentiment regarding having the building space as teen-dedicated or

multi-use. In the RSCC process, many seniors had similarly shared hopes about retaining a senior-only space rather than transitioning to a multi-use community space. The weighted scores for estimated costs were relatively close. Important factors for consideration include community sentiment, facility lifespan, and location. The breakout group would consider the rebuild option if its location at the existing OFH location could be guaranteed. Hopes were also shared about retaining music spaces.

City staff shared that the recommendation to City Council can be nuanced, such as if the Stakeholder Group would like to recommend the rebuild/new build option with the guarantee that it will be built in the existing OFH location.

Q. If City Council chooses the rebuild/new build option, who decides the location?
A. City Council will vote to determine the location. If the Stakeholder Group recommends rebuilding on the existing OFH location, City Council can choose to move forward with it.

Option Opportunities and Challenges
The Stakeholder Group transitioned back into breakout groups to discuss the following questions:

- *What's most promising about the renovation option? Where do you see challenges?*
- *What's most promising about the rebuild/new build option? Where do you see challenges?*
- *If your breakout group had to make the recommendation right now, what would it be, and why?*

Each breakout group shared their highlights, observations, and insights with the full group.

Breakout group #1:

- *Most promising about a renovation:* Unanimous agreement on the historical value of the property. Further improvements could include further soundproofing of the walls for performances, improving accessibility, and building to code, which could drastically impact the building's aesthetics.
- *Most promising about a rebuild/new build:* Starting from a blank slate and not being restricted by OFH's existing structure. A rebuild could accommodate more community interests and activities through being available for use by multiple groups of people.
- *Recommendation:* The group was split between both options. The rebuild/new build option has advantages in longevity and greater opportunities, while the renovation option has strong community support. If the rebuild option is chosen, the group would recommend keeping it on the existing OFH site due to the importance of its history.

Breakout group #2:

- *Most promising about a renovation:* Securing the existing location and aligned with community sentiment. Having no room for expansion could allow the space to remain dedicated to teens instead of being more multi-use. Challenges include having a relatively shorter facility lifespan and reduced sustainability.
- *Challenges about a rebuild/new build:* Rebuilding on the current OFH location is not guaranteed at this moment.

- *Recommendation:* The group would recommend the renovation option given current information. If the existing OFH location could be guaranteed, then the group would unanimously recommend the rebuild/new build option. One group member shared that they would like to have the rebuild be a replica of the existing OFH building, built up to code and potentially expanded, to provide a sense of hominess and honor the building's legacy.

Breakout group #3:

- *Most promising about a renovation:* The history and legacy of the existing building, with the preference that as much of the building's history be retained as possible. The group also shared a preference for retaining a teen-only space, but this could create periods in which the facility would not be in community use. All-age music performances could help make the facility more widely used by the community.
- *Most promising about a rebuild/new build:* Longer lifespan and relatively similar costs with the renovation option, in addition to more opportunities to envision the space and more flexibility for community-wide use.
- *Recommendation:* The group was split between both options. If the group recommended the rebuild/new build option, it would come with the condition that it be rebuilt in the existing OFH location.

Breakout group #4:

- *Most promising about a renovation:* Preservation of the OFH's history and character in addition to alignment with community sentiment. Having a bigger kitchen would be promising. Challenges include the relatively shorter facility lifespan and not knowing what additional work would be required upon opening the walls
- *Most promising about a rebuild/new build:* More opportunities to envision the space, including additional space for stages and music performances, and to align with how teens want to use the space in the future. A challenge is that a rebuild may not reflect what teens want in the space if they are not fully engaged in the process.
- *Recommendation:* The group would recommend the rebuild/new build option with the conditions that it be rebuilt on the existing OFH location and that it is a place "for teens, by teens." Teens should be represented in the building's design process to better ensure it aligns with teens' wants and needs and that the space is ultimately used by teens. A part of what made the OFH special is that it grew organically and was defined by its users. A rebuild should give the same opportunity for teens to grow community sentiment and recreate its specialness.

Some group members shared that having a teen-exclusive space is crucial to ensure its use by teens. It would be reasonable for other community members to use the space outside of teen-exclusive drop-in hours.

Identifying Areas of Agreement

Darcy facilitated a Menti poll for the group members to score their level of support for each option, on a scale of 1 to 7, with 1 as "strongly oppose" and 7 as "strongly support." The purpose of this activity is to gauge the group's perspectives on each option to inform the development of the recommendation.

Both the renovation and rebuild/new build options resulted in a score of 4.7 out of 7. *See the attached Menti Poll results.* Darcy invited group members to share their reflections.

- These scores reflect the group's discussion and value of the existing OFH location, the OFH's history, and teen-dedicated spaces. Renovation is the option that better ensures retaining these elements.
- Some would support the rebuild/new build option if the existing OFH location is guaranteed, as it provides longer facility lifespan, sustainability, and more opportunities for flexibility and creativity.
- One member shared an experience moving from an older to a newer facility for a community center; the new facility didn't have the same sense of community. With the rebuild/new build option, there is a greater risk that it could lose that feeling.
- While the group has a good sense of what a renovation would entail, there are many unknowns with a rebuild/new build, which could affect its score. City staff responded that conditions for a rebuild/new build could be made known to City Council through the Stakeholder Group's recommendation.
- The group could provide City Council with desired conditions for both options to allow City Council more information for consideration.
- A visioning session with the group would be helpful to define what the building could look like in the future. After the visioning, the group can reconsider the options to see which option best aligns with the group's vision. The facilitation team responded that the next meeting will include a similar activity, and the vision can be tied to the group's recommendation.
- A group member shared from their personal experience that users of an aging, unsafe building initially expressed concerns about whether a new building could meet their needs, but ultimately embraced the new space once completed. A well-planned and well-visioned rebuild has the potential to successfully address users' wants and needs.

Wrap Up and Next Steps

At the next Stakeholder Group meeting on Oct. 22, the group will conduct the visioning exercise and review and discuss the draft recommendation.

Darcy thanked the group members for their participation before adjourning the meeting.

Overall Project Timeline

Redmond
SENIOR & COMMUNITY CENTER
Building our future TOGETHER

Redmond Senior & Community Center Engagement and Construction Timeline

This document provides a chronological overview of the Redmond Senior & Community Center (RSCC) project (2019-2024) and an anticipated timeline for the Old Fire House Teen Center (OFH) to provide context as the Stakeholder Group considers the renovate or rebuild recommendation.

Key Context to Note:

- **Scale:** RSCC is 52,000 square feet; OFH is anticipated to be 20,000 square feet or less (less than half the size). Smaller projects typically require less design time, simpler construction, and shorter timelines.
- **External Factors:** RSCC faced unprecedented COVID-19 pandemic impacts, including delayed engagement, decision-making, materials procurement, construction timelines, and higher costs.
- **Robust Engagement:** RSCC had the most extensive community engagement the City had conducted—over 1,500 questionnaire responses, numerous meetings, ongoing stakeholder involvement. This engagement shaped the final facility without delaying the timeline because it was integrated into the design process.

REDMOND SENIOR & COMMUNITY CENTER TIMELINE (2019-2024)

	Milestone	Notes
Sept. 2019	Senior Center Facility Closure	The Redmond Senior Center closed after a structural assessment revealed significant water damage affecting building systems. The consultant recommended immediate closure until repairs could be made.
Early 2020	Initial Public Engagement	The Recreation Stakeholders group was reactivated to guide community engagement. Two public outreach campaigns invited community input on the building's future through stakeholder meetings, public meetings, online questionnaires, and commission presentations.
Oct. 2020	Policy Direction	City Council decided to demolish the former Senior Center and directed staff to bring an architect on board and determine the future facility's functionality. Once this fundamental decision was made, the project progressed with multiple workstreams operating in parallel.
Jan. 2021	Architecture Contract and Community Engagement Begins	Opsis Architecture began working with the City. The Stakeholder Group worked closely with architects and staff throughout design. Robust Community Engagement: • 1,500+ online questionnaire responses—the largest engagement the City had seen to date • Community meetings, surveys, ongoing Stakeholder Group design sessions, and commission input
July 2021	Schematic Design Approved	City Council reviewed the preliminary schematic design and gave direction to continue with design and construction of the 52,000 square foot facility.
Oct. 2021	Budget and Funding Approved	City Council passed the budget ordinance, formally approving project funding.
Jun. 2022	Groundbreaking	COVID-19 Impacts on Construction: Increased material prices, longer lead times, material shortages, and electrical switch gear delayed by 6 months. The team mitigated many impacts by procuring materials early, but some delays were unavoidable.

Mar. 2024	Substantial Completion	
May 2024	Grand Opening	The 52,000 square foot Redmond Senior & Community Center officially opened (~4.5 years from closure to opening).

ANTICIPATED OLD FIRE HOUSE TEEN CENTER TIMELINE (2025-2028)

This is a rough reference timeline only. A formal timeline will be established if Council chooses to rebuild. Many variables remain unknown (location, site restrictions, final square footage). This assumes no major global disruptions.

	Milestone	Notes
Nov. 2025	City Council Direction on Current Facility	Council decides whether to renovate the current structure or investigate rebuilding (at current location or new location). This is the decision the Stakeholder Group is informing with their recommendation.
Q1 2026	Architect Contracted & Next Phase of Engagement Begins	If Council directs staff to rebuild, an architect would be brought on board. Community and stakeholder engagement would begin in tandem with design, including teen-focused design sessions, community surveys, and public input opportunities.
Q4 2026	Overall Design and Funding Approved	City Council approves final design and project budget.
Q3 2027	Groundbreaking	Construction begins. Estimated 12-month construction timeline.
Q3/Q4 2028	Grand Opening	New facility opens, approximately 3 years from Council's initial decision.

Old Fire House Teen Center
Facility Recommendation Stakeholder Group
Meeting #5 Agenda

Meeting Date and Time
Wednesday, Oct. 22, 6 – 8:30 p.m.

Meeting Objectives

- Check in on group reflections since Meeting 4 and what members are hearing from their communities.
- Share updated Menti poll results of group recommendation leanings with added third option.
- *Breakout discussion - visioning:* Explore group members' experiences with teen spaces, then discuss and describe what would make a successful future teen center and how the group's recommendation can incorporate their vision.
- *Breakout discussion - recommending:* Review the draft recommendation and edit, revise, or even re-write to better reflect the group's perspective.

Meeting Agenda

Time	Item	Presenter(s)
5:30 p.m. *30 mins.*	*Stakeholder Group members are invited to arrive 30 minutes early to connect with other members and test audio/video before the meeting begins.*	
6 p.m. *20 mins.*	**Opening** • Welcome and agenda overview • Checking in • Updated Menti poll results	**Darcy Edmunds**, Facilitator
6:20 p.m. *55 mins.*	**Teen Center Future Visioning** • Introduce activity and transition to groups • Small group (3-4) breakout discussion (30 mins.): ○ *<u>Vision</u>: Think about everything you've learned in group conversations so far. Describe – or draw! – for your fellow group members what a successful future teen center looks like: What does it feel like walking through the doors? Who's there? What can you do there?*	**Darcy Edmunds**, Facilitator

Time	Item	Presenter(s)
	○ *Discuss: What aspects of this vision can the recommendation embody?* • Full group share-out & discussion (20 mins.)	
7:15 p.m.	***10-minute break***	
7:25 p.m. *55 min.*	**Recommendation Revising** • Introduce activity and transition to groups • Small group breakout discussion using digital whiteboard (30 mins.): ○ *Review the draft recommendation together and discuss initial reactions (10 mins.):* ▪ *Would you add, remove, or change anything?* ▪ *Would you re-word anything?* ○ *Collectively identify shared themes from the group's discussion and revise/edit the recommendation to more closely align with the group's perspectives and "say it in your own words" (20 mins.)* • Full group share-out & discussion (20 mins.)	**Darcy Edmunds**, Facilitator
8:25 p.m. *5 min.*	**Wrap Up and Next Steps** • Next meeting details	**Darcy Edmunds**, Facilitator
8:30 p.m.	**Adjourn**	

DRAFT Stakeholder Group Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like *our* space.
- The new Teen Center should **look and feel like the old one** – cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #5 – Oct. 22, 2025

Redmond
WASHINGTON

Meeting Ground Rules Reminders

Please remain **muted** when not speaking.

The **facilitator will guide** the agenda and process.

Actively participate in the group.*

Please **hold questions** until after each presentation. Use the "raise hand" feature or type your question in the chat, and we'll address them during the Q&A.

Stories stay; lessons leave. Respect, privacy, and safety are important in this process.

**The facilitator may invite quieter members to share ☺*

Teens' Parents Joining Meeting

- Parents joining tonight's meeting – welcome!
- Supporting teen participants
- In listen mode during the meeting

Meeting Objectives

- Check in on group reflections since Meeting 4 and what members are hearing from their communities.
- Share updated Menti poll results of group recommendation leanings with added third option.
- *Breakout discussion - visioning:* Discuss and describe what would make a successful future teen center and how the group's recommendation can incorporate their vision.
- *Breakout discussion - recommending:* Review the draft recommendation and edit, revise, or even re-write to better reflect the group's perspective.

Agenda

Time	Item	Presenter(s)
6 p.m.	**Welcome & Checking In**	**Darcy Edmunds**, Facilitator
6:20 p.m.	**Teen Center Future Visioning** ▸ *Breakout group discussions and full group share-out*	**Darcy Edmunds**, Facilitator
7:15 p.m.	***10-minute break***	
7:25 p.m.	**Recommendation Revising** ▸ *Breakout group discussions and full group share-out*	**Darcy Edmunds**, Facilitator
8:25 p.m.	**Wrap Up and Next Steps**	**Darcy Edmunds**, Facilitator
8:30 p.m.	**Adjourn**	

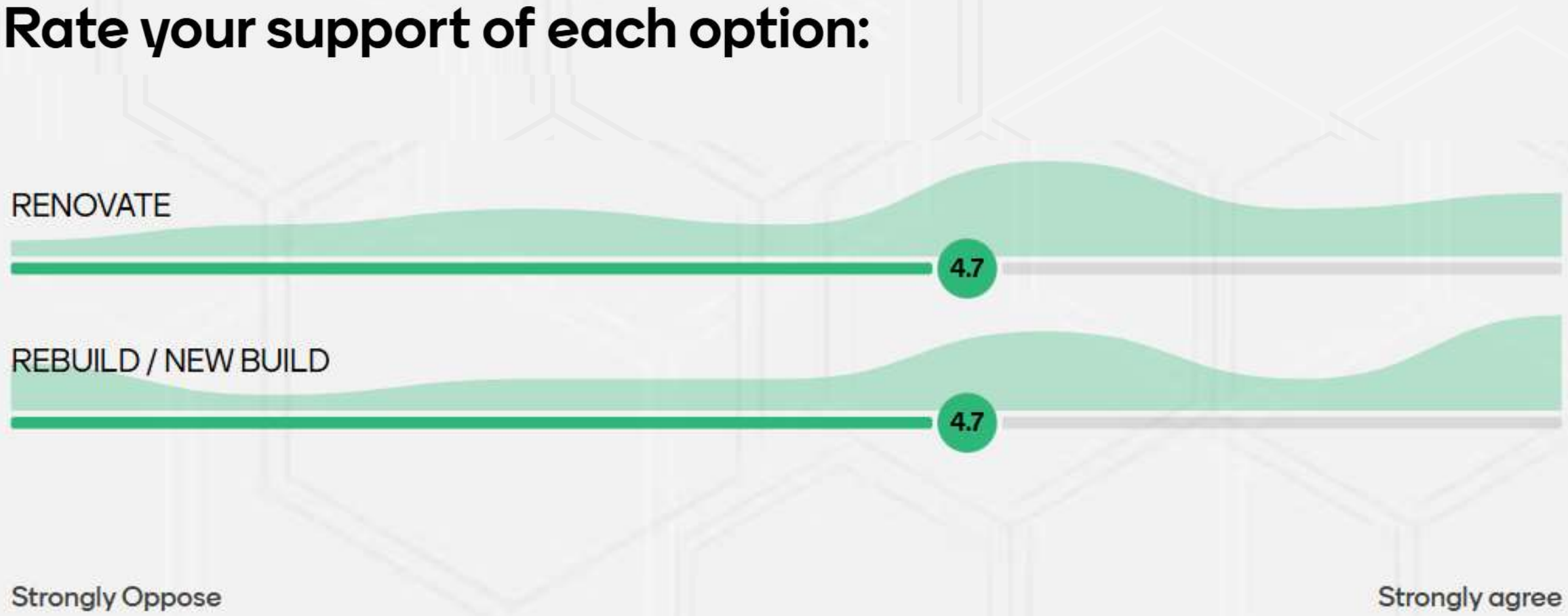
Checking in

- What is everyone thinking after the last meeting?
- Have you reached out to your community about your involvement in this process?
- If so, what reactions have you heard?

Updated Menti Results

Darcy Edmunds, Facilitator

Menti Results - ORIGINAL *with two options*



21 members submitted scores on Oct. 8, 2025

Menti Results - Updated *with three options*

Rate your support of each option:

18 members submitted scores between Oct. 16 and Oct. 22, 2025

Teen Centers Future Visioning

Darcy Edmunds, Facilitator

Small Group Discussion | Full Group Share-Out

Group instructions: (1) Decide who will be the notetaker and who will lead the group's share-out with the larger group. (2) Breakout groups will end after 30 minutes, then groups will take turns sharing highlights from the discussion.

Future Visioning (30 mins.)

Group members discuss vision and connection to recommendation.

- *Vision:* Think about everything you've learned in the conversations so far. Describe for your fellow group members what a successful future teen center looks like: **What does it feel like walking through the doors? Who's there? What can you do there?**

- *Discuss:* What aspects of this vision can the recommendation embody?

Small Group Discussion | Full Group Share-Out

- What is your group's vision for the new teen center?

- How can the Stakeholder Group recommendation embody this vision?

10-minute break

Framing the Recommendation: Final Report Outline

Darcy Edmunds, Facilitator

Stakeholder Group Final Report Outline

- Executive summary, introduction, and background
- Group purpose and membership
- Group meeting schedule and topics
- ▸MODA process overview, activities, and group scores
- ▸Key discussion topics
- ★**Group recommendation**
- The City's next steps
- *Appendices:*
  - Stakeholder Group charter, meeting presentations, summaries, and additional materials
  - Focus Group summary

Recommendation Revising

Darcy Edmunds, Facilitator

Draft Recommendation | Group Review & Revision

What is the draft recommendation?

- A DRAFT for you to react to, share feedback on, edit together.
- Intended to earnestly document the group's discussions and feedback heard over the first four meetings.
- Provides something for the group to workshop/revise, instead of starting from scratch.
- Will be updated after tonight to reflect the group's feedback and discussion.
- Will be included in the Stakeholder Group Final Report.

Small Group Discussion | Full Group Share-Out

Group instructions: (1) Decide who will be the notetaker and who will lead the group's share-out with the larger group. (2) Breakout groups will end after 30 minutes, then groups will take turns sharing highlights from the discussion.

Review: Review the draft recommendation together and discuss initial reactions (10 mins.):

- Would you add, remove, or change anything?
- Would you re-word anything?

Workshop:

- As a group, identify shared themes from the group's discussion and revise/edit the recommendation to more closely align with the group's perspectives *(which could be diverse)* and "say it in your own words" (20 mins.)

Small Group Discussion | Full Group Share-Out

- What were your group's reactions to the draft recommendation?

- How did your group revise the draft?

Wrap Up and Next Steps

Darcy Edmunds, Facilitator

Next Steps

- **Next meeting:** Wednesday, Oct. 29
- **Hybrid** (MS Teams & City Hall Alpha Bravo Room)

- **Topics**
  - Present the **updated recommendation** to the Stakeholder Group and hear comments.
  - Share reflections from the Stakeholder Group process.
  - Thank Stakeholder Group for their contributions.
  - Discuss next steps.

Thank you!

Redmond
WASHINGTON

985

Appendix: Updated Menti Poll Results

Individual scores below submitted by 18 group members between Oct. 16 and Oct. 22, 2025.

Rate your support of each option (1-7):

1. RENOVATE	2. REBUILD / NEW BUILD with location TBD	3. REBUILD / NEW BUILD at existing OFH location
7	3	7
3	4	7
7	1	4
7	1	6
7	1	3
4	3	7
7	2	7
2	6	3
1	5	4
4	1	7
6	1	4
2	5	7
1	1	7
4	5	7
4	5	7
1	7	4
1	7	6
4	6	7
4.0	**3.6**	**5.8**

Appendix: DRAFT Group Recommendation

DRAFT Stakeholder Group Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like *our* space.
- The new Teen Center should **look and feel like the old one** – cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Appendix: Feedback and Decision Making

City Council Teen Center Subcommittee observes Stakeholder Group meetings and community engagement.

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #5 Summary – Oct. 22, 2025, 6 – 8:30 p.m.

Meeting Objectives

- Check in on group reflections since Meeting 4 and what members are hearing from their communities.
- Share updated Menti poll results of group recommendation leanings with added third option.
- *Breakout discussion - visioning:* Explore group members' experiences with teen spaces, then discuss and describe what would make a successful future teen center and how the group's recommendation can incorporate their vision.
- *Breakout discussion - recommending:* Review the draft recommendation and edit, revise, or even re-write to better reflect the group's perspective.

Attendees

Stakeholder Group

- Cameron Boher
- Caroline Chapman
- David Cline
- Jeff Lee
- John Crosley
- Kate Becker
- Kathy O'Keefe
- Kristie Neklason
- Mark Peterson
- Pat Vache
- Rob Leavitt
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen
- Teen

City Council Teen Center Subcommittee

- Vanessa Kritzer, City Council President
- Angie Nuevacamina, Councilmember
- Steve Fields, Councilmember

City of Redmond Staff

- Loreen Hamilton, Parks and Recreation Director
- David Tuchek, Deputy Parks Director
- Erica Chua, Recreation Manager
- Lindsey Falkenburg, Parks Planning Manager

Facilitation Team

- Darcy Edmunds, Facilitator, Stepherson & Associates Communications (S&A)
- Aileen Dinh, Facilitation Team, S&A
- Kelsey Swenson, Facilitation Team, S&A

The names of group members under the age of 18 are not listed for privacy.

Meeting Summary

Opening

Darcy Edmunds, Facilitator, welcomed the Stakeholder Group to the fifth meeting and reviewed the meeting ground rules, objectives, and agenda.

Darcy invited group members to share their reflections and conversation with other community members since Meeting 4:

- Some members of the city commissions expressed their disappointment with the Old Fire House (OFH) building closure to one group member. Members of the city fire department have emphasized that the building was in poor condition. They recognize that moving forward this process is a priority to ensure teens have a safe space.
- One group member visited the teen drop-in space at the Redmond Community Center at Marymoor Village (RCCMV) and spoke with staff about attendance at teen programming; they were impressed by the youth-oriented nature of the space but noted that increasing teen attendance and engagement is gradual and takes time.
- Staff at Youth Eastside Services have heard from middle school youth that they face barriers to accessing city teen programming, including difficulties with getting to the RCCMV and feeling comfortable in the drop-in space. They recommend the City consider how to create a more welcoming, inclusive environment for all teens and improve access to teen services, as well as engage and gain feedback from current and future teens who have not yet been involved in this process.
- One group member suggested the current draft recommendation would better reflect their perspective if renovation was positioned as the primary recommendation, with the on-site rebuild as the secondary option. The previous OFH facility had effectively met teens' needs – "if it isn't broken, don't fix it."
- One member noted that previous reported figures of OFH attendance does not account for all users, as many teens wouldn't sign-in. Additionally, attendance since 2020 would be impacted by COVID-19, with numbers still slowly recovering.

Q. Is it possible to recommend the option of rebuilding at the current location and have the renovation option as the alternative if the current location cannot be guaranteed? Will community engagement continue regardless of which option is chosen?
A. Yes, it is possible to provide that recommendation. Further community engagement will occur regardless of the option chosen to ensure that the building design and other elements are informed by community needs and preferences. The rebuild/new build option will likely have a slightly longer community engagement process due to having more design and planning elements for consideration.

Q. If City Council chooses to rebuild at the current location, could subsequent community engagement and City Council decisions change the building's location or any other elements, such as transitioning to a more multi-use space?
A. No. After City Council makes its decision and provides directions to city staff, the decision cannot be changed by staff or further community engagement unless there are significant unforeseen challenges, such as land or site-related complications that would directly impact the rebuild process.

Updated Menti Results
Darcy shared the results of two Menti polls showing the group members' support of each option on a scale of 1 to 7, with 1 as "strongly oppose" and 7 as "strongly support." Following the addition of the third option ("rebuild/new build guaranteed at the existing OFH location") following Meeting 4, the average scores were as follows:

- Renovate – 4.0 / 7.0
- Rebuild/new build with location to be determined – 3.6 / 7.0
- Rebuild/new build guaranteed at the existing OFH location – 5.8 / 7.0

Group members shared their impressions of the Menti results:

- One member felt the results aligned with their expectations. Retaining the existing location is valuable due to its central geographic position within the City of Redmond, which ensures convenient access for teens through multiple modes of transportation.
- One member was surprised that the score for the renovation option wasn't higher due to the building's historical significance and popularity with current teens. The level of support for the rebuild/new build option with an undetermined location was also higher than expected. If the renovation option is not chosen as the group's primary recommendation, then this group member supports the rebuild/new build guaranteed at the existing location as the next best option.
- Another member noted the results are not surprising because the rebuild/new build option at the existing OFH location aligns with many of the group's priorities, including retaining the central location and having a longer facility lifespan.

Q. *If City Council chooses to rebuild at the current location, will building retain its unique character, teen-dedicated nature, and the "Old Fire House" name?*
A. These elements will be determined in the next phase of this process through further community engagement, stakeholder group engagement, and City Council approval. Through this current process, both city staff and City Council have developed an initial understanding of the group's preferences. The following phases will focus on determining the building's design and operational uses to best meet the needs of teens. The name of the building, as with all city facilities, will be informed by community engagement and approved by City Council.

Q. Is renovation the only option that allows for preservation of the building's character?
A. With the renovation option, there is less likelihood that major elements of the building will change.

Teen Center Future Visioning
Group members transitioned to breakout groups to discuss their visions for the future teen center and how the group's recommendation can embody the visions.

Each breakout group shared highlights and insights with the full group:

- **Breakout group #1** envisions a teen center that honors the OFH's music heritage while including other opportunities for diverse uses from future teens. The building should have large, flexible spaces and offer a safe and comfortable environment for teens who have limited places to go. Similarly to how the OFH's focus on music was

created and built organically by teens, the future teen center shouldn't exclude what teens may want to organically create in the future.

- **Breakout group #2** envisions a "teen-first" space that is dedicated for teen use during periods that teens are available (e.g., 3pm to close) and open for community use outside of those periods. The space has a welcoming and comfortable environment, in part due to having a layout of separate but interconnected rooms that provide teens with choice and flexibility in where they spend time. The building's interior décor is informed by teens, and building amenities include a large kitchen, performance stage, recording studio, and storage rooms.
- **Breakout group #3** envisions a teen center that is either renovated or rebuilt at the same location. The space has a similar layout to the OFH with separate rooms for different activities (e.g., creating art, playing games, recording music), and has a large kitchen space and recording studio. The building also memorializes the OFH, such as through décor, aesthetic, or structure (e.g., large garage doors, hose tower). If the building is available for community use, it is conducted in spaces and during hours separate from the teen drop-in space and teen programming hours.
- **Breakout group #4** envisions a teen-oriented and teen-dedicated space that is welcoming, comforting, and open to all teens. Building amenities include the recording studio, a game room, an art room, a large kitchen space, and space for city staff. The building layout has separate rooms, and the interior is decorated by teens. Outside of teen-dedicated hours, the space can be open for community use. Overall, the building should honor the OFH's history and music heritage.
- **Breakout group #5** expressed a preference for either the renovation or rebuild/new build at the same location. The envision a center that is made for and informed by teens to ensure that teens feel safe within the space. The teen center is accessible for individuals of all physical abilities. Building amenities include a performance stage, recording studio, and a large kitchen space. The space is welcoming to all teens, in part due to having a diverse range of interior art and opportunities for creative self-expression on the walls. Operating hours accommodate teens with earlier school dismissal times. All teen programming is offered free of charge, and teen-created promotional materials have access to broader distribution channels. City staff supporting teen programming and the drop-in space are familiar, trusted, and consistently present.

Q. When the OFH building was still open for use, during which hours was the building unoccupied by both teens and community members?
A. Outside of teen-dedicated hours, the building was used by city staff and groups who rented the space for private events and programming. The building was typically vacant only during overnight hours.

Recommendation Revising
Darcy provided an overview of the Stakeholder Group final report outline, noting that the group will have a chance to review and share comments on the report.

Group members transitioned back into breakout groups to review the draft recommendation, discuss initial reactions, and revise or rewrite the recommendation to more closely align with the group's perspectives. Each group recorded their notes and revisions using the online

Miro platform and shared highlights from their discussions with the full group. *See the attached Miro boards for more details.*

City staff encouraged group members to share further thoughts, revisions, and re-writes of the draft recommendation with the facilitation team to further inform the updated recommendation.

A group member shared that they would like to share a minority recommendation noting their preference for the renovation option, alongside the group's primary recommendation for the rebuild/new build option at the existing location. City staff noted that group members supporting this minority recommendation should notify the facilitation team to inform the updated recommendation document.

Q. Does the Stakeholder Group's recommendation determine the building's location?
A. The Stakeholder Group can recommend a location. City Council will ultimately determine the building's location.

Wrap Up and Next Steps
At the next Stakeholder Group meeting on Oct. 29, the group will review and provide comments on the updated recommendation, share reflections from the Stakeholder Group process, and discuss next steps.

Darcy thanked the group members for their participation before adjourning the meeting.

Recommendation Revising

Redmond OFH Stakeholder Group Meeting #5

Group 1

DRAFT Stakeholder Group Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Review: Review the draft recommendation together and discuss (10 mins.):

What are your initial reactions? Would you add, remove, change, or re-word anything?

1.) Mostly agree - has heard that people want to renovate as the top option and then rebuild on location (within the teen community outside the stakeholder group)
2.) Language is weak - could be stronger - like the language of loving it where it isn't the same as saying the location is critical
3.) Rebuild in place as a top option and then renovate in place
4.) Make the language more specific and direct - words like vibe feel too chill, the language needs to communicate that this isn't a light suggestion, it is a strong suggestion based on discussion and evidence
5.) Overall fulfills mission statement for the recommendation - isn't as specifics has would be preferred, mentioning some specifics like the fact that it is the first city hall, connection to history, etc. could be good context!
6.) Honoring OFH legacy - in silhouette, facade, architecture would be the extra mile, make it an iconic landmark - that would be a cool opportunity to make it a permanent fixture of Redmond
7.) Specify what preserve means! Preserve the layout, preserve the artwork, keep everything the same but change practicality like storage and soundproof walls.
8.) Not as descriptive as what stakeholder thought, in essence accurate!

Keeping the current location is critical for accessibility (instead of "Everyone loves where it is")

- Specifying welcoming/accessibility to alternative & LGBTQ+, etc

The majority recommend rebuilding the Teen Center in the same spot...
Renovating is the top choice for some and should be a top choice that preserves the OFH history and

From the teen community's perspective renovate is a top choice - location is agreed upon by everyone as important!

The central location is critical while being accessible to all youth, while honoring the history of OFH being, amongst many things, the first City Hall, a fire house, and a long standing all-ages music venue.

The connection to history and its significance as a music venue helps connect participants connect to a lineage of past teens, artists, and community members.

DRAFT Stakeholder Group Recommendation (FOR DIRECT EDITING) Group one

We recommend rebuilding the Teen Center in the same spot. The central location is critical due to being accessible to all youth, and a new building would last longer and have the potential for more space while honoring the OFH legacy as the first City Hall, Firehouse, and all ages music venue. We would want to preserve the layout of OFH as much as possible and change things only for practical reasons (ex. more storage).
If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated - in other words it should be by teens, for teens**. While it can be teen oriented during teen hours, the space can be used by other groups when teens are present.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.
- The new Teen Center it should maintain a similar layout with pragmatic updates such as updated kitchen, updated storage space, etc.

DRAFT Stakeholder Group Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Review: Review the draft recommendation together and discuss (10 mins.):

What are your initial reactions? Would you add, remove, change, or re-word anything?

- Adjacent to what we've been discussing wanting in previous breakout groups + large group sessions
- continuing the legacy of the old teen center
- be convincing -> include specific reasons as to why the we want the location to remain the same, why we want the feel/atmosphere to be the same
    - elaborating on how we want it to be "teen-dedicated" ->
    - we want the inside to be decorated by teens rather than staff
- similar layout to old teen center
- don't be prescriptive about decorations beforehand -> leave that open for later interpretation/desire
- insulation/noise cancelling in the performance area
- include that rebuilding in a different location is discouraged

Workshop: As a group, identify shared themes from the discussion and revise/edit the recommendation to more closely align with the group's perspectives and "say it in your own words" (20 mins.)

Type in NEW recommendation OR edit existing draft below

[New recommendation text]

Updated Stakeholder Draft Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring and continuing the OFH legacy. The location is also close to the geographical center of the city of Redmond, making it easy to access, which is an important factor to consider for <something about transportation here>.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen-oriented**. I

vote later on whether to keep renovating as an option

DRAFT Stakeholder Group Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Review: Review the draft recommendation together and discuss (10 mins.):

What are your initial reactions? Would you add, remove, change, or re-word anything?

- Feels in line and expected
- Renovate could be higher
- Understand a lot of people would want the rebuild on the same location
- If all conditions can't be met then possibly have a renovation

Workshop: As a group, identify shared themes from the discussion and revise/edit the recommendation to more closely align with the group's perspectives and "say it in your own words" (20 mins.)

Type in NEW recommendation OR edit existing draft below

[New recommendation text]

DRAFT Stakeholder Group Recommendation (FOR DIRECT EDITING)

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy. We would like to keep/expand music recording space specifically the recoding studio. Additionally a larger kitchen space. We hope the outside space can be preserved and used in the new facility in the same way as before which includes keeping the patio.

Recommend maintaining the same name and fire house feel. When teen dedicated hours are occurring there should be no other community members present. During non-teen hours community members can be present.

Teen only hours 3 PM -closing time.

The spaces should be fluid and connected there should be a similar layout with multipurpose rooms. Ability for teens to decorate the spaces and keep those alterations within the building.

Teen space, led by teens, for teens which is for accessible and welcoming to all teens. The new building should honor the history of the previous building and should have elements from the OFH such as the stage and poster wall.

If conditions cannot be met, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner. It should maintain the same space with more accessibility with the building up to code.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.
- Teens should drive the marketing for all events and programs at the building
- Stakeholder and Redmond teens should be a part of the design making process for the renovation or rebuild

A part of the group believes that the renovation should be a priority as opposed to the rebuild. It should maintain the same space with more accessibility with the building up to code.

DRAFT Stakeholder Group Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Review: Review the draft recommendation together and discuss (10 mins.):

What are your initial reactions? Would you add, remove, change, or re-word anything?

- I would swap rebuild and renovation, renovation taking priority, as the best way to keep the spirit is to keep the layout and location, the best way to do so would be to just go with a renovation, this would take significantly less time and money it would allow teens to get back to what they were doing before much faster and in the same way they were before.
  (1.Renovation 2.Rebuild at same location 3. rebuild on new location)
- Clarification that the priority if there was a new build is to keep it in the same location.
- Open to having programming for other age groups, but being sure these are separated from teen programs and spaces- offering dedicated teen drop in time
- More specification on separated spaces- recommend for teen drop in hours from after school hours to close of the center, the entire building is exclusive to teens
- Parking was brought up to have more or even an underground parkin garage
- Add in expanding the kitchen and offering free programming
- One of the comments was for activities to be FREE. Not sure if we can include that.
- I am having trouble with this technology, The recommendation looks okay to me

Workshop: As a group, identify shared themes from the discussion and revise/edit the recommendation to more closely align with the group's perspectives and "say it in your own words" (20 mins.)

Type in NEW recommendation OR edit existing draft below

DRAFT Stakeholder Group Recommendation (FOR DIRECT EDITING)

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and it is close to the geographic center of Redmond and served teens well in this spot for more than 30 years. The current location is also close to bus and transport options. A new building would last longer and have the potential for more space while honoring the OFH legacy.

If we can't rebuild on the same spot, renovating is our next choice to preserve the OFH history and vibe while allowing the opening to be much sooner, in addition to being significantly less money. We could also still do a lot of the things we'd want to do in a rebuild with a renovation. This option would allow us to honor the OFH legacy much more authentically.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- Specific hours will be reserved for teens only throughout the entire building
- The parking should remain the same, if not have additional spots
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

do you think we're going to chang the order of renovation being the priority? since it would take less time and cost less and we could still do a lot of the things we wanted to in a rebuild anyway? + the asbestos removal would be the same for both processes

Notes:
- question of how much lead paint is still in existence at OFH
- renovate is higher than rebuild to prioritize the charm and feel of the building as well as it being a much faster process
- There is a high cost in time and resources to maintaining the current building
- renovation to preserve the history of the building
- preference has shifted to rebuild on the same location and would like to have some specific elements preserved such as the hose tower
- a more modern building could provide additional amenities
- prefer dedicated spaces such as an art room, a game room, a stage and showroom
- Enjoyed the layout of the space that was circular making it easy to access all the spaces
- a larger kitchen space
- concern around a move towards a multipurpose building rather than a teen exlusive space
- need for a two story building to accomodate the needs of the community
- likely dificult to have a teen exlusive space
- don't want it to feel like school
- adults and teens are not mixing together in the teen space

DRAFT Stakeholder Group Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** — cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Review: Review the draft recommendation together and discuss (10 mins.):

What are your initial reactions? Would you add, remove, change, or re-word anything?

[Add your notes here]
Not ready for publication, it is incomplete
There is no vision of what the place should be
There should be a clear vision of the building, who it is for, what it will be used for.

Workshop: As a group, identify shared themes from the discussion and revise/edit the recommendation to more closely align with the group's perspectives and "say it in your own words" (20 mins.)

Type in NEW recommendation OR edit existing draft below

Insert Mission statement here

Insert values here

Community-Centric and Inspirational
Vision Statement:
A home for Redmond's youth—rooted in history, built for the future. The Teen Center will be a place where teens explore creativity, friendship, and innovation, and where the community gathers to celebrate their energy, talent, and voice.

DRAFT Stakeholder Group Recommendation (FOR DIRECT EDITING)

We recommend rebuilding the Teen Center on the same plot of land.

This location is close to downtown, easy access to transit, and honor history of the OFH legacy, a new building would last longer for current and future generations of teens and have the potential for more space

The Teen Center should serve the teen community with dedicated spaces for teens. It should also be welcoming to the whole community and allow for other users - in a way that doesn't conflict with the dedicated use for the teens.

The space should be flexible enough to serve the current uses (music, games, art, recording studio) and allow for future uses (theater, innovation lab, maker spaces, art gallery).

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Option 1: Balanced and Purposeful (recommended for city documents)
Vision Statement:
To create a vibrant, flexible, and inclusive space that celebrates the legacy of Redmond's Old Fire House while inspiring future generations of teens to create, connect, and thrive. The new Teen Center will serve as a creative and welcoming hub—dedicated to youth expression, innovation, and belonging—while opening its doors to the broader community in ways that strengthen connection and pride across Redmond.
Option 2: Community-Centric and Inspirational
Vision Statement:
A home for Redmond's youth—rooted in history, built for the future. The Teen Center will be a place where teens explore creativity, friendship, and innovation, and where the community gathers to celebrate their energy, talent, and voice.
Option 3: Short and Modern
Vision Statement:
Honoring Redmond's past. Empowering its future.
A dynamic space where teens and the community come together to create, learn, and belong.
Option 4: Mission-Style Pairing (if you want a vision + tagline)
Vision Statement:
To reimagine the Old Fire House as a modern hub for youth creativity, learning, and connection—where the spirit of Redmond's teens shapes the city's future.
Tagline: *Rooted in history. Built for what's next.*

Old Fire House Teen Center
Facility Recommendation Stakeholder Group
Meeting #6 Agenda

Meeting Date and Time
Wednesday, Oct. 29, 6 – 8 p.m.

Meeting Objectives
- Check in on group reflections since Meeting 5 and what members are hearing from their communities.
- Present the updated recommendation and hear comments.
- Share reflections from the Stakeholder Group process.
- Thank the Stakeholder Group.

Meeting Agenda

Time	Item	Presenter(s)
5:30 p.m. *30 mins.*	*Stakeholder Group members are invited to arrive 30 minutes early to connect with other members and test audio/video before the meeting begins.*	
6 p.m. *20 mins.*	**Opening** • Welcome and agenda overview • Checking in	**Darcy Edmunds**, Facilitator
6:20 p.m. *30 mins.*	**Updated Recommendation** • Review updated Stakeholder Group recommendation • Discuss group member comments	**Darcy Edmunds**, Facilitator
6:50 p.m.	***10-minute break***	
7:00 p.m. *40 min.*	**Reflections and Feedback** • Present feedback heard so far • Discuss additional reflections from members	**Darcy Edmunds**, Facilitator
7:40 p.m. *10 min.*	**Thank You** • *Thank you for your contributions!* • Next steps	**Lindsey Falkenburg,** City of Redmond
8:00 p.m.	**Adjourn**	

Old Fire House Teen Center Facility Recommendation Stakeholder Group

Meeting #6 – Oct. 29, 2025

Redmond
WASHINGTON

Meeting Ground Rules Reminders

Please remain **muted** when not speaking.

The **facilitator will guide** the agenda and process.

Actively participate in the group.*

Please **hold questions** until after each presentation. Use the "raise hand" feature or type your question in the chat, and we'll address them during the Q&A.

Stories stay; lessons leave. Respect, privacy, and safety are important in this process.

**The facilitator may invite quieter members to share ☺*

Meeting Objectives

- Check in on group reflections since Meeting 5 and what members are hearing from their communities.
- Present the updated recommendation and hear comments.
- Share reflections from the Stakeholder Group process.
- Thank the Stakeholder Group for their contributions.

Agenda

Time	Item	Presenter(s)
6 p.m.	**Welcome & Checking In**	**Darcy Edmunds**, Facilitator
6:20 p.m.	**Updated Recommendation**	**Darcy Edmunds**, Facilitator
6:50 p.m.	***10-minute break***	
7:00 p.m.	**Reflections and Feedback**	**Darcy Edmunds**, Facilitator
7:40 p.m.	**Thank You**	**Lindsey Falkenburg,** City of Redmond
8:00 p.m.	**Adjourn**	

Checking in

- What is everyone thinking after the last meeting?
- Have you reached out to your community about your involvement in this process?
- If so, what reactions have you heard?

Updated Recommendation

Darcy Edmunds, Facilitator

Stakeholder Group Purpose

Provide a recommendation to City Council **to either renovate or rebuild** the structure to **inform City Council's decision** on the future of the building.

Original Draft Recommendation

We recommend rebuilding the Teen Center in the same spot. Everyone loves where it is, and a new building would last longer and have the potential for more space while honoring the OFH legacy.

If that can't happen, renovating is our next choice to preserve the OFH history and vibe while opening its doors sooner.

Whatever the decision:

- The space should stay **teen dedicated**. Some other uses, like camps for younger kids or events, are fine, but it still needs to feel like our space.
- The new Teen Center should **look and feel like the old one** – cozy, welcoming, and music-filled. We want it to remind people of what made the Teen Center special in the first place.

Feedback Received on First Draft

- Add more detail about the **importance of the current location** to ensure equitable access and to honor the OFH's legacy
- Add **visioning and values** about honoring the OFH legacy and making the space welcoming, inclusive, teen-oriented, and open to future opportunities
- Add **minority recommendation** for renovation as first choice
- Add details on building design, teen-dedicated hours, community use, layout, and amenities*

**Please note that specific ideas shared on design and operations are documented in the Key Discussion Topics section of the final report for consideration in future planning and community engagement.*

UPDATED Recommendation

Primary Recommendation

The majority of the Stakeholder Group recommends **rebuilding the Teen Center at its current location**. Maintaining the existing site—centrally located and accessible by walking, biking, and public transit—is critical to ensuring equitable access for teens throughout Redmond and to honoring the history and legacy of the Old Fire House Teen Center.

Rebuilding allows for a safe and universally accessible facility that meets today's codes and sustainability standards, while supporting future generations of Redmond teens.

If rebuilding at the current site is not feasible, the group's **second choice** is to renovate the existing building at its current location to preserve its legacy and open its doors sooner.

Rebuilding at a new location is the **least preferred option**.

Minority Recommendation

A minority of the Stakeholder Group (4 of 23 members) recommends **renovating** the existing Teen Center as their top choice. This perspective emphasizes preserving the original building's spirit and history, reopening sooner, and upgrading the facility to meet accessibility and safety standards where possible.

UPDATED Recommendation (cont.)

Vision and Values for the Future Teen Center

Regardless of the approach that City Council advances, the Stakeholder Group envisions a **Teen Center that is a safe space for Redmond's youth—rooted in the center's history and built for the future.**

The Stakeholder Group asks that City Council endorse the following **guiding values** as this project moves forward into design and future engagement:

- **Teen-oriented:** Center teen voices throughout design and opening to ensure the space continues to be dedicated to teens, creating teen-dedicated opportunities for safety, creativity, leadership, and camaraderie.
- **Welcoming and inclusive:** Create a space that is comfortable, creative, and affirming for all teens, including those who identify as LGBTQ+ and alternative.
- **Honoring the OFH legacy:** Reflect the building's legacy through design cues, displays, or programming that celebrate its history and role in Redmond's teen culture.
- **Imagining the future:** Design the facility to create more opportunities, improve access, and provide flexible space for future teen generations to explore their diverse and changing interests.

Themes for Future Engagement

Through this process, the Stakeholder Group shared many ideas about potential design elements, amenities, and program features. These ideas are captured in the Key Discussion Topics section of this report and should be revisited and refined with broader community input during future design and programming phases led by city staff.

Closing Reflection

The Stakeholder Group began this process with a simple goal: to recommend whether the Teen Center should be **renovated or rebuilt**. The conversations, however, were rich and thoughtful, extending beyond the recommendation at hand to lay important groundwork for future planning and engagement.

The Stakeholder Group encourages City Council to:

- **Affirm a clear direction** on whether to rebuild or renovate, guided by the priorities identified by the Stakeholder Group above, and
- **Support continued engagement** with teens and the community to shape the next phase of design, using the details in this report as a foundation for continued work.

Questions and Discussion

- *How well does this reflect the perspective of the Stakeholder Group?*

- *Do you have clarifying questions or comments before the recommendation goes to City Council as written?*

10-minute break

Reflections and Feedback

Darcy Edmunds, Facilitator

Feedback Heard

- **More time for group member connection** and **small group activities**, especially earlier on in the process.
- **More time for discussion and reflection** before giving feedback.
- **Hybrid in-person/online meetings** as standard for all meetings.
- **Shorter meetings** that are farther spaced out, and a more generous timeline overall.
- Meeting **materials sent earlier in advance** before meetings – and **summaries turned around faster**.
- **Increase number of teen members** in the group and **center teen voices.**

Additional Feedback

- *What additional feedback or advice for the City would you suggest for future engagement?*

Stakeholder Group Reflections

- *What's one thing you learned?*
- *What's one thing you were surprised by?*
- *What's one parting thought you want to share?*

Wrap Up and Next Steps

Darcy Edmunds, Facilitator

Thank you from the City

Feedback and Decision Making

City Council Teen Center Subcommittee observes Stakeholder Group meetings and community engagement.

1020

Thank you!

Redmond
WASHINGTON

Old Fire House Teen Center
Facility Recommendation Stakeholder Group

Stakeholder Group Recommendation

Primary Recommendation

The majority of the Stakeholder Group recommends **rebuilding the Teen Center at its current location**. Maintaining the existing site—centrally located and accessible by walking, biking, and public transit—is critical to ensuring equitable access for teens throughout Redmond and to honoring the history and legacy of the Old Fire House Teen Center.

Rebuilding allows for a safe and universally accessible facility that meets today's codes and sustainability standards, while supporting future generations of Redmond teens.

If rebuilding at the current site is not feasible, the group's **second choice** is to renovate the existing building at its current location to preserve its legacy and open its doors sooner.

Rebuilding at a new location is the **least preferred option**.

Minority Recommendation

A minority of the Stakeholder Group (4 of 23 members) recommends **renovating** the existing Teen Center as their top choice. This perspective emphasizes preserving the original building's spirit and history, reopening sooner, and upgrading the facility to meet accessibility and safety standards where possible.

Vision and Values for the Future Teen Center

Regardless of the approach that City Council advances, the Stakeholder Group envisions a **Teen Center that is a safe space for Redmond's youth—rooted in the center's history and built for the future.**

The Stakeholder Group asks that City Council endorse the following **guiding values** as this project moves forward into design and future engagement:

- **Teen-oriented:** Center teen voices throughout design and opening to ensure the space continues to be dedicated to teens, creating teen-dedicated opportunities for safety, creativity, leadership, and camaraderie.
- **Welcoming and inclusive:** Create a space that is comfortable, creative, and affirming for all teens, including those who identify as LGBTQ+ and alternative.
- **Honoring the OFH legacy:** Reflect the building's legacy through design cues, displays, or programming that celebrate its history and role in Redmond's teen culture.
- **Imagining the future:** Design the facility to create more opportunities, improve access, and provide flexible space for future teen generations to explore their diverse and changing interests.

Themes for Future Engagement

Through this process, the Stakeholder Group shared many ideas about potential design elements, amenities, and program features. These ideas are captured in the Key Discussion Topics section of this report and should be revisited and refined with broader community input during future design and programming phases led by city staff.

Closing Reflection

The Stakeholder Group began this process with a simple goal: to recommend whether the Teen Center should be **renovated or rebuilt**. The conversations, however, were rich and thoughtful, extending beyond the recommendation at hand to lay important groundwork for future planning and engagement.

The Stakeholder Group encourages City Council to:

1. **Affirm a clear direction** on whether to rebuild or renovate, guided by the priorities identified by the Stakeholder Group above, and
2. **Support continued engagement** with teens and the community to shape the next phase of design, using the details in this report as a foundation for continued work.

Old Fire House Teen Center
Facility Recommendation Stakeholder Group

Key Stakeholder Group Discussion Topics

Accessibility and Universal Design

Accessibility is an important priority for a majority of the Stakeholder Group, with discussion focusing on how this factor differs between the renovation and rebuild options. The level of accessibility achievable under each option varies. City staff clarified that while the renovation option would bring the building up to ADA (Americans with Disabilities Act) code compliance, the rebuild/new build option would allow for universal design principles—a higher standard of accessibility that goes beyond minimum legal requirements. Universal design is a cornerstone of the City's Parks, Arts, Recreation, Culture and Conservation Plan for expanding access for all in Redmond's parks and recreation system.

Building Amenities and Features

Stakeholder Group members shared ideas for specific amenities and features in the future teen center. Members identified several key amenities for the new teen center, including a recording studio, performance stage, kitchen space, game room, art room, and adequate storage. Interior décor and artwork should be informed by teens and reflect their input. It was highlighted that ensuring adequate soundproofing for music performances will be necessary due to its location and creating spaces that feel cozy, welcoming, and comfortable is a key value.

Community Sentiment and Teen Engagement

Community sentiment ranked as one of the top recommendation factors for consideration. Members across all demographics emphasized that if teens don't feel comfortable in a space, they will not use it, regardless of function or design.

Honoring and memorializing the OFH's history and legacy was discussed as a high priority. This could be reflected through building design, layout, interior displays, décor, and programming. The facility's music heritage and role as a concert venue where musicians started their careers was highlighted repeatedly. Group members envisioned that continuing a strong focus on music programming, including performance spaces, a recording studio, and opportunities for diverse creative activities, would honor this legacy. By memorializing the OFH's history and character in the new teen center's design, the community sentiment and historical legacy carry into the future.

Renovation was noted as aligning more strongly with community sentiment due to preserving the existing building's character. However, group members also recognized that community sentiment could be built with a new facility if teens are meaningfully engaged in its design and development. Over the years, the OFH grew organically and met the needs of its users in that generation. A rebuild has the potential to recreate that environment if executed correctly with strong teen engagement.

Facility Lifespan and Long-Term Value

The projected lifespan of the facility emerged as an important factor as members weighed the renovation option against the rebuild/new build option. Mackenzie and Perteet (consultants

who assessed the facility) indicated that renovation would provide approximately 15-25 years of use before requiring another major facility decision, while rebuilding now would offer a building lifespan of over 50 years. Renovation appears relatively less expensive in the short term, but it becomes the more costly option over time, particularly with unknown future costs such as unforeseen structural issues. A rebuild requires a higher initial investment but would be more cost-effective and sustainable in the long term.

Layout and Space Design

Teen group members expressed a preference for a layout featuring separate but interconnected rooms similar to the existing OFH building. This layout helped teens feel comfortable in the space. It provided choice and flexibility in where they spend time while still feeling part of the teen center community.

Group members envisioned separate rooms for different activities, such as creating art, playing games, recording music, and socializing. Members emphasized the importance of flexible spaces that could accommodate diverse uses from future teens, ensuring the building doesn't limit what teens may organically create in the future.

Location

The location of the teen center emerged as a critically important factor throughout the Stakeholder Group discussions. The existing OFH site is valuable due to its central location within the City of Redmond, which ensures convenient access for teens through multiple modes of transportation (e.g., walking, biking, public transit). Some group members expressed that they would only support the rebuild/new build option if it was guaranteed to remain at its existing location. The location factor was consistently identified as inseparable from community sentiment and critical to ensuring teens will use the facility.

Timeline

The timeline for reopening a teen center facility was a recurring topic. City staff indicated that renovation would take approximately two years to complete, while the rebuild/new build option would have a longer timeline depending on project size, design, and whether land acquisition is needed.

Teen-Dedicated vs. Multi-Use Space

The operations and use of the future teen center was a key topic for the Stakeholder Group. For most members, keeping the space teen-oriented with dedicated hours during the times when teens are available was essential and a non-negotiable priority. Members noted that the shared-use model at the OFH, where the building was available for community use outside of teen drop-in and programming hours, should continue. An emphasis on safety and limiting contact with unknown adults was highlighted to ensure teens feel comfortable and are motivated to be in the space. Members agreed that the future teen center should ensure equitable teen-dedicated drop-in and programming spaces to what has operated previously.

While operational decisions are not part of this process, the group's feedback on operational preferences can bolster the City's recent community engagement around teen services and is reflective of what has been captured in the 2025 Teen Services Engagement Report.

Old Fire House Teen Center Community Focus Groups Summary

Oct. 30, 2025

Redmond
WASHINGTON

Table of Contents

Executive Summary **3**
Summary of feedback heard **3**
Overview **4**
Background 4
Engagement Purpose and Objectives 5
Communications and Promotions **5**
Engagement Activities **6**
Presentation 6
Breakout Groups 6
Plenary Session 7
Detailed Feedback Report **8**
Teens 8
Parents and Service Providers 10
Alumni and Community 12
Combined Adult Group 13
Online Group 15
Plenary Session Feedback **16**
Appendix A: Flipchart Notes **17**
Teen Groups 17
Parents and Service Providers 19
Alumni and Community 20
Combined Adult Group 21
Online 23

Executive Summary

On Sept. 22 and 24, 2025, the City of Redmond invited community members to participate in focus groups to share thoughts and ideas on the future of the Old Fire House Teen Center (OFH) building and community spaces for teens. The focus group meetings aimed to gain feedback from teens, parents and caregivers, teen service providers, city teen services alumni, and community members to inform the Stakeholder Group's recommendation to City Council and City Council's decision on the future of the building.

Meeting promotions were done through Parks and City social media, email newsletters, and print materials, as well as through direct outreach to key audiences such as teen drop-in users, teen music participants, parents and caregivers, teen leaders, service providers, and city teen services alumni.

A total of 57 unique attendees, 10 of whom attended both focus group meetings, participated in the two focus group meetings. Participants learned more about the recommendation and decision process, including how their feedback would be provided to the Stakeholder Group and City Council, and participated in facilitated, affinity-based breakout groups to share their thoughts on teen community spaces, priorities to consider on the building's future, and the OFH space during its active use.

Summary of feedback heard

Although each group provided distinct feedback, they echoed similar themes about preserving the teen vibe and historical location:

- Teens and adults want a dedicated teen space with teen-led programming that allows teens to have a sense of ownership and autonomy, and where they can safely and comfortably explore their identities without judgement, particularly for low-income and LGBTQIA+ teens.
- The look and feel of the space are important to all groups, describing the ideal space as "cool," "real," and "grungy," and looks and feels like a teen bedroom with art on the walls, minimal glass, and separate but interconnected rooms that allow teens to move between activities easily and choose where they spend time.
- The central, accessible, and historic location is important to all groups but especially to parents and service providers, emphasizing that the historical aspect attracts and inspires teens, and the downtown location taps into teen independence and supports working parents. Teens also expressed a strong desire to keep the location, emphasizing that the surroundings are convenient and not corporate, leading to a feeling of safety and freedom of expression.
- Teens and alumni emphasized the importance of city teen services staff who have empathy, shared life experiences, and are relatable to teens.
- Alumni and community members recognize the need to improve accessibility, especially in the bathrooms and stairs. However, parents and service providers had mixed perspectives on the extent to which accessibility changes are needed, with some advocating for more universal accessibility and others concerned about losing the "quirkiness" of the space.

- All groups appreciated the **free amenities**, including mental health services, food, kitchen, art supplies, and use of equipment in the recording studio, contributing to the comfortable and safe environment.
- When asked what **components to keep**, participants mentioned the recording studio, stage, kitchen, mental health services, free food, supplies for creative expression, and ability to decorate the space with posters. Participants also wanted the new space to memorialize the OFH in its design and décor.
- When asked what could make the space **better**, participants mentioned better temperature control, an expanded kitchen space, more staff on hand, better meal and food availability, and expanded programs for teen help.

For a detailed report of each group's conversations, see the Detailed Feedback Report section of this report, and Appendix A: Flipchart Notes.

Overview

Background

The OFH has served the community well for 73 years, functioning as a teen center since the 1990s, but now faces substantial long-term challenges that go beyond routine maintenance.

In late 2024, a comprehensive facility assessment of the Old Fire House found that the building was facing substantial long-term challenges beyond routine maintenance. The City also began planning for the future of teen services in Redmond to understand teens' needs and preferences through the Teen Services Engagement project.

Teen services and programs were transitioned from the OFH to the Redmond Community Center at Marymoor Village (RCCMV) and other city facilities beginning in March 2025 and were operational in their new locations in April. The proactive relocation allowed the City to ensure continuous teen services and programming while conducting further research and assessments to inform the building's future.

From March through June 2025, city staff implemented the Teen Services Engagement process and gathered input from over 300 teens, families, service providers, and community members to understand teens' needs and preferences and inform the future of teen services.

In July 2025, additional facility condition assessments were completed, revealing substantial challenges including: failing roof and building envelope, structural and seismic concerns, outdated building systems, hazardous materials, and ADA accessibility issues.

In August 2025, the City launched a community engagement process to provide a recommendation to City Council about the future of the building based on two options:

- **Renovate** the current building structure, or
- **Investigate rebuilding** the structure in an unknown location.

The recommendation process included the formation of a Stakeholder Group and two community focus group meetings. The Stakeholder Group consisted of diverse Redmond community members chosen from the community and existing City advisory groups, including teens, parents, service providers, commission representatives, and others.

The focus groups on September 22 and 24 were open to the public. These focus groups provided an opportunity for the broader community to provide feedback on the future of the building through facilitated discussions that would answer questions of the Stakeholder Group and City Council.

Information and updates about the OFH and decision process were provided on the Old Fire House Teen Center webpage (redmond.gov/OFH).

Engagement Purpose and Objectives

The specific objectives of the focus groups were to:

- **Offer the public an opportunity to engage in the conversation** about the future of the Old Fire House Teen Center facility and the Stakeholder Group process
- **Hear from voices who we haven't heard from before** to ensure diverse participation
- **Provide targeted feedback to the Stakeholder Group** to inform their recommendation.

In the first Stakeholder Group meeting on September 10, stakeholders submitted the following questions to ask the community:

- What made the OFH special? Can it be recreated?
- What would attract you to a teen-only or teen-led space?
- Can you describe the importance of the original location? Additionally, that of the building layout?
- Is there anything about OFH that you would change?

The focus groups were designed to gather this information from the community and present it in a way that would be useful for the Stakeholder Group to inform their recommendation.

Communications and Promotions

To encourage participation in the focus groups, the City used their Parks and City social media, email newsletters, and print materials, as well as direct outreach to key audiences such as teen drop-in users, teen music participants, parents and caregivers, teen leaders, service providers, and Old Fire House alumni.

The City promoted the focus groups on Facebook on Sept. 17 and 22. On Sept. 20 and 22, Redmond Parks posted on Facebook and Instagram The Old Fire House Teen Center Instagram, largely followed by teens, promoted the focus groups on Sept. 15, 17, 20, and 24. The City also promoted the meetings in the Sept.17 edition of eNews.

The City also sent focused invitations and follow-ups to 95 specific groups, sub-groups and individuals who have ties to the OFH, are involved in city commissions, or have expressed interest in the focus groups.

FIGURE 1. FACEBOOK POST PROMOTING PARTICIPATION IN THE FOCUS GROUPS

Engagement Activities

The Focus Group agenda included an informative overview of the recommendation and decision-making process, facilitated breakout groups and space for Q&A and insight sharing with everyone at the beginning and end. Both meetings lasted two hours in the evening and followed the same agenda to ensure comparable results.

Presentation

At the beginning of each Focus Group, city staff provided a brief presentation to explain how participant feedback would be used to inform the future of the OFH building. Participants learned about the makeup and process of the Stakeholder Group, the City Council decision date, and how the Focus Group feedback would inform both. The presentation included:

- A visual of how focus group input would provide feedback directly to the Stakeholder Group and City Council.
- A description of the Stakeholder Group.
- A brief description of the Stakeholder Group recommendation options.
- An engagement timeline from September through November 2025, including the Stakeholder Group, focus group meetings, and City Council meetings and decision dates.
- Links to resources and an opportunity to provide direct feedback or ask questions to the Parks Planning Manager via email.
- An opportunity for questions.

Breakout Groups

After the brief presentation and opportunity for questions, participants split into breakout groups based on their affiliation with OFH. Each breakout group included between 10 and 18 participants, a

facilitator, and a notetaker. To gather specific input based on participants' ties to the OFH, facilitators asked participants to join groups based on their affiliation to the OFH Teen Center:

- Teens
- Parents and Caregivers (Sept. 22)
- Alumni and Community members (Sept. 22)
- Combined adult group (Sept. 24)
- Online group (Sept. 24)

Facilitators posed tailored questions to each group about what would encourage them to attend a teen center. Participants paired up with each other to discuss their thoughts.

Participants were then given the chance to share with the whole group while the notetaker summarized their feedback on a flipchart. When participants echoed each other's ideas, the notetaker added tally marks or stars next to the idea. All flipcharts were preserved to document results.

Participants were then asked to rank which factors they thought were most important when considering the future of the OFH building, keeping in mind that these were likely factors that City Council would also consider during their decision-making process. Facilitators distributed three stickers to each participant. Participants indicated their thoughts by placing stickers on the board in the box labeled with a factor in the decision. Returning participants in the second focus group were given stickers of a different color to distinguish their responses from those of first-time attendees.

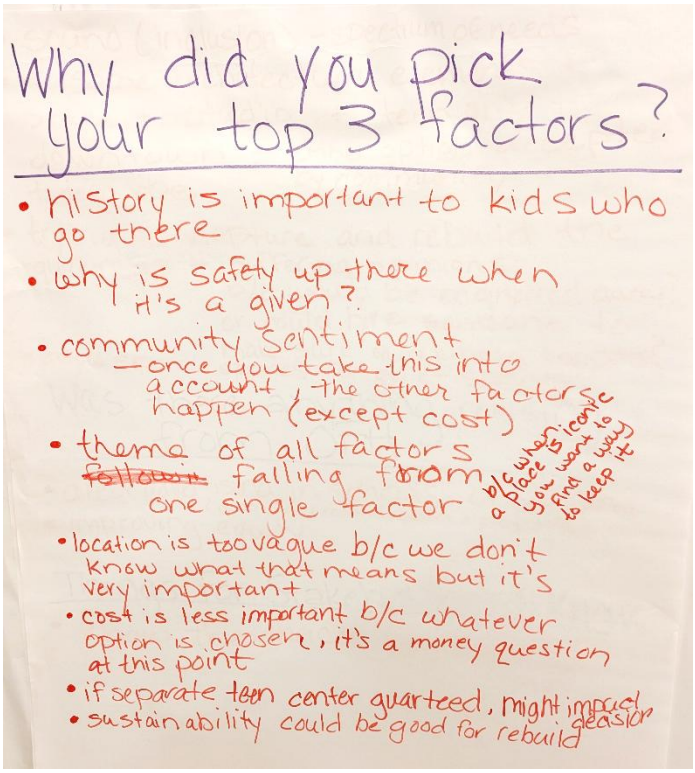


FIGURE 2. FLIPCHART NOTES

After the activity, the facilitators asked why they chose those factors and if there were any elements that could be improved at OFH. Responses were recorded on flipcharts.

Plenary Session

After 75 minutes in breakout groups, participants returned as a full group to share highlights and takeaways from the breakout group discussions.

Detailed Feedback Report

Teens

There were nine teens in the first focus group meeting on Sept. 22 and eight teens in the second focus group on Sept. 24 (five of whom had returned from the first focus group meeting).

"What would encourage you to come to a teen space or event?"

Some participants answered this question by sharing ways in which the OFH and its programming met their needs and encouraged their participation. Teens expressed the importance of having a dedicated teen space, led by teens, with "no surprise kids or adults." This type of space feels safe to them and gives them the ability to express themselves creatively through art, music, and style without judgement. They expressed that the space itself needs to feel "lived in," "unique," and "grunge", which they described in contrast to the "bland corporate culture" of other buildings in Redmond. They also described the staff at OFH as "welcoming and amazing" and emphasized the importance of having staff who are young and interested in the programs.

The importance of the OFH's convenient downtown location came up in both meetings. Participants expressed that proximity to bus stops and schools is an important factor in the location of teen spaces and events. They also value proximity to shops and restaurants.

Teen participants also expressed an appreciation for the OFH's free amenities, including the kitchen, food, art supplies, and musical instruments. Participants noted that many of the instruments are historical, and even if they aren't functional, they add to the feeling of being part of a legacy that "can't be replicated."

FIGURE 2. A SUMMARY OF TEEN RESPONSES. SEE MORE DETAIL IN APPENDIX A.

"What made OFH a comfortable and safe space for you?"

In addition to the factors that teens generated in the previous question, teen participants also pointed out that the OFH feels safe, specifically for queer, alternative, neurodivergent, and disabled teens. Teens appreciated the low bar of entry and familiar staff that greeted them and knew them well. For teens from all backgrounds, the OFH was a space away from school and home life that felt like a safe space to express themselves. They valued support from counselors, programs for housing and food, and resources to navigate gender issues.

Teens also described the building layout and the uniqueness of the structure itself. They described it as a "labyrinth" of rooms with different, flexible activities happening concurrently. They appreciated the ability to put posters on the walls, decorate with art, and choose their own activity. Aspects of the building they appreciated were the recording studio, stage, quiet rooms, and garage that opens into an outdoor space.

"Was there anything missing from the OFH that would have made it an even better space for teens?"

- More materials to create with (paint, sewing)
- Better temperature control
- Dedicated space to store stuff, including a coat check
- Items to sort, donations, and ways to help out that are passive
- An improved sign-in to value privacy more

"What advice would you give the Stakeholder Group as they consider their recommendation to City Council?"

Teens in both focus groups expressed a desire to renovate. They expressed that they believed it would be less expensive and a way to ensure historical preservation and fulfill community sentiment.

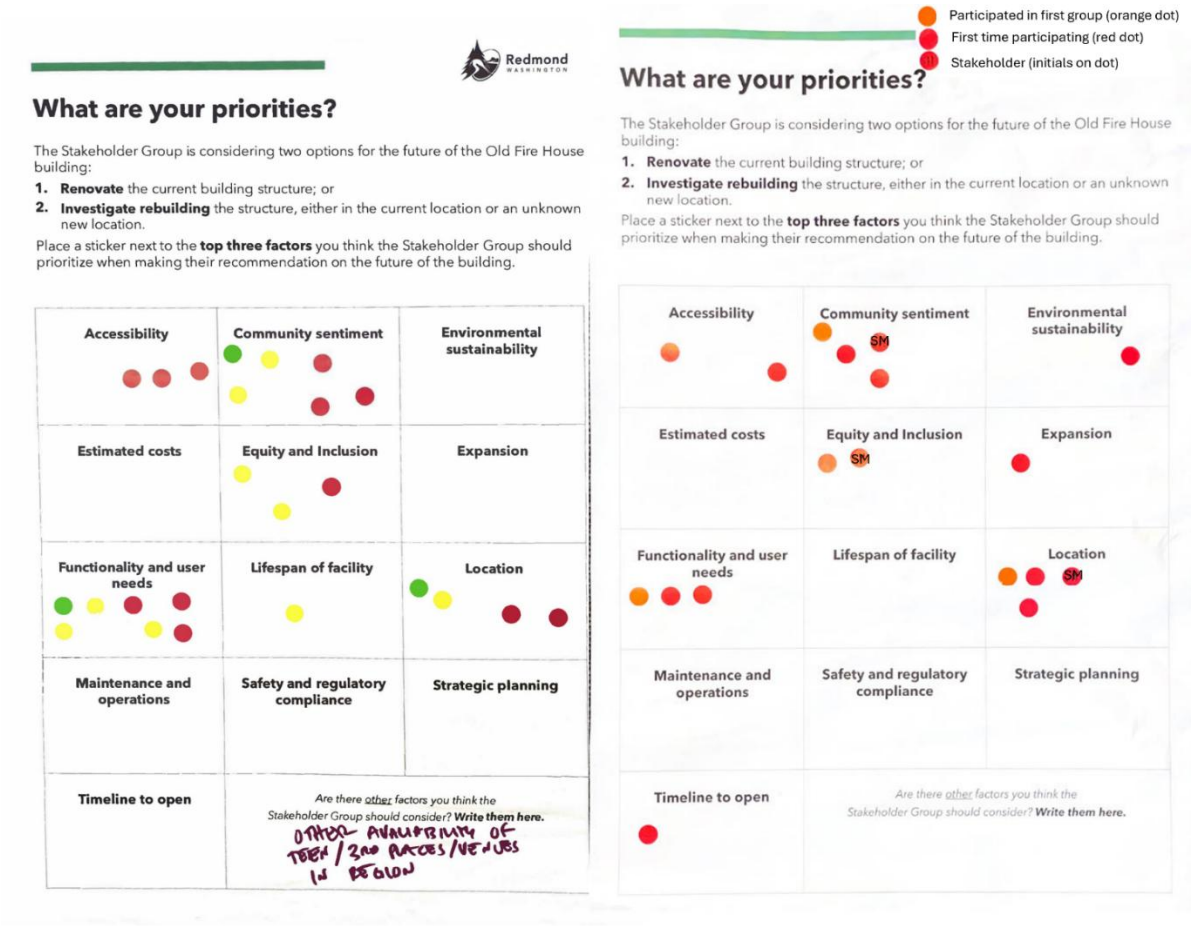


FIGURE 3. TEEN GROUP STICKER ACTIVITY ON SEPT. 22 (LEFT) AND SEPT. 24 (RIGHT)

**The dot colors in the activity on the left do not have any significance.*

Parents and Service Providers

There were 10 parents and service providers who participated in the first focus group meeting on Sept. 22. The second focus group meeting on Sept. 24 had a combined adult group that included parents and service providers. See the Alumni and Community section for a summary of feedback received from the combined adult group.

"What would encourage teens to come to a teen space or event?"

Some participants answered this question by sharing ways in which the OFH and its programming met their needs and encouraged their participation. Parents and service providers in this group were passionate about teens having their own space. They feel that it should be teen-led and not adult "observed." They believe the space should feel "cool," "real," and "grungy," and not like a school or an office. It was important to them that teens could drop in and spontaneously choose their own activity. They also felt that a connection to history was important and added a special, inspirational element.

Parents and service providers also voiced a desire for:

- A regular cadence of staff that felt familiar and contributed to the community at the Teen Center
- Easy access to the facility from school without a parent, which is important for working parents and taps into teen independence
- Accessibility to food and mental health resources without needing to ask

"Why did you pick your top three factors?"

For parents and service providers who chose community sentiment as at least one of their factors, they said that once you take this into account, the other factors happen (except cost). Because, they said, "when a place is iconic, you find a way to keep it." They said, "all factors fall from one single factor."

There were no parents or service providers on Sept. 22 that included safety and regulatory compliance as one of their top three priorities because they believed it was a given in either option (renovate or rebuild).

There were also comments about the definition of location in the context of these factors. However, they expressed that it was important.

FIGURE 4. PARENTS AND SERVICE PROVIDER RESPONSES ON SEPT. 22 TO "WHAT ARE YOUR TOP THREE PRIORITIES?"

Accessibility was also part of the conversation. Participants valued universal accessibility and acknowledged the spectrum of needs that the space needs to accommodate. There was mention of the need for separate, quiet spaces as well as optimizing acoustics and sound for those who are hard of hearing.

"Was there anything missing from OFH?"

Parents and service providers expressed a desire for more direct advertising of the OFH programs in schools.

"What advice would you give the Stakeholder Group?"

Participants in this group were concerned that a rebuild would open up the possibility of losing the downtown location and history of the building. Therefore, they wanted the stakeholders to "know the choices very clearly."

They also acknowledged that if the following elements are preserved, either option may be accepted by the community:

- Architectural elements
- Stage
- Studio

- Teen-only space
- Teen vibe
- Downtown

Alumni and Community

In the Sept. 22 Focus Group, there were 13 community members and city teen services alumni.

"What made the OFH a comfortable and safe space for you?"

Alumni in this group expressed that the welcoming staff, music, and location made the OFH comfortable and safe. They felt free to be themselves where they aren't "other-ized" in a space that was outside of school and home. They appreciate that the location is easy to access for after school activities. Teens could participate in a variety of art and music activities and curate programming to evolve to meet their needs.

"Whether the OFH building is renovated or rebuilt – are there components that you want to ensure are kept in the future space to honor the old space or recreate its specialness?"

In terms of physical aspects of the building, participants in the group wanted to keep the studio, concert space, recording studio, and kitchen. The location was also important for easy access.

They also emphasized that the intangible aspects of the space are equally important, including the character and heart of the room that they characterized as "weird" and "iconic."

What advice would you give to the Stakeholder Group?

This group wanted to recommend a renovation and to keep the location. They also wanted to recommend for adults to listen and talk to teens and recognize the history and future of the Old Fire House Teen Center.

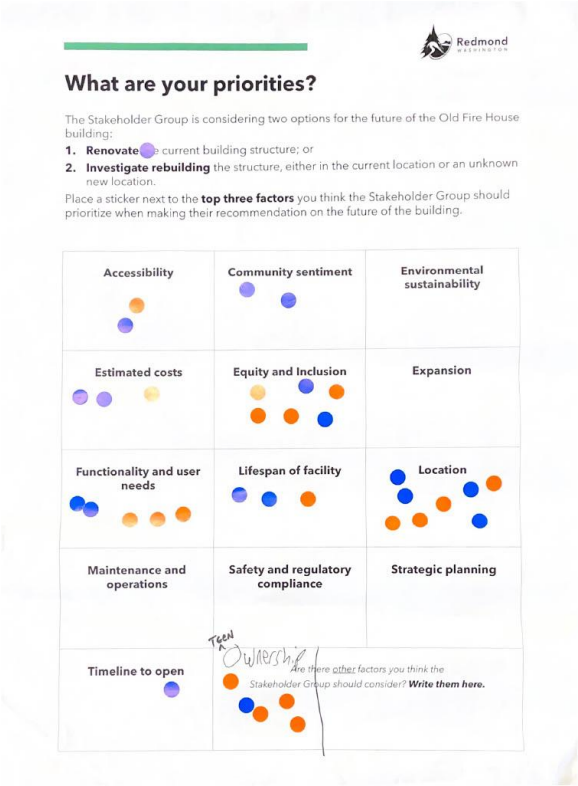


FIGURE 5. ALUMNI AND COMMUNITY GROUP ON SEPT. 22

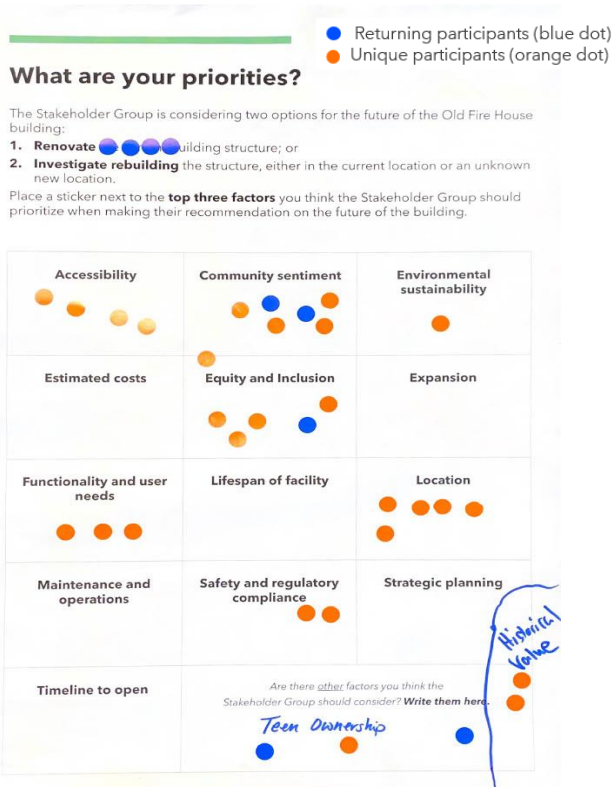


FIGURE 6. COMBINED ADULT GROUP ON SEPT. 24

**The dot colors in the activity on the left do not have any significance. In the combined adult group on Sept. 24, a several participants did not participate in the factor prioritization activity and instead placed stickers next to the "renovation" option.*

Combined Adult Group

There were a total of 12 participants in the combined adults group on September 24 (4 of whom were returning participants from Sept. 22).

"What would encourage a teen you know to come to a teen space or event?"

Alumni and community members emphasized location in these discussions. They expressed a need for a welcoming, warm space for teens to be themselves surrounded by friends and staff that they feel comfortable with. Participants in this group emphasized that the Old Fire House Teen Center should be teen-led. They expressed a desire for the space itself to feel like a teen bedroom, which they described as a space that feels less organized, not corporate, and has less glass.

Music was central in these discussions. They said that teens are attracted to spaces that celebrate teen creativity and feel like a "tapestry of people are there and were there." This includes a space to play music, dance, and be loud without judgement. Participants in this group also expressed a desire for LGBTQIA+ representation among adult staff.

Alumni and community members also discussed preserving the central location of the Teen Center as a priority when considering a renovation or a rebuild.

"What made you feel comfortable and safe at OFH?"

In addition to the factors listed above, adult participants also discussed that the OFH should feel like a community with teen-to-teen leadership and mentorship, but that adults can be there for all-ages shows. They appreciate quiet spaces for people who get overwhelmed.

The group also feels free to express themselves in an area of downtown Redmond without corporate surroundings.

What components should be kept regardless of the decision?

The group wanted to keep the studio, poster wall, stage big enough to dance, kitchen, and intangible aspects such as the "grunge" feel and historic value. They also appreciate the outdoor space, including the basketball court, side yard, and patio.

Was there anything missing from OFH or new you'd like to add?

Alumni and community members generated the following list of elements:

- New stage
- New kitchen
- Maximizing use of every available space
- Memorializing the old space, including its historical timeline
- Building up to code and ADA compliance (especially bathrooms and stairs)
- Air conditioning
- Extended hours for those not on a traditional school schedule
- More staff that teens trust to prevent burnout of current staff
- Expanded building footprint in place of the basketball court
- Teen agency in use of the space
- Room dividers
- Meal and food availability

Why did your dot go there?

After they had the opportunity to think about prioritizing the factors, members of this group explained their reasoning. Group members emphasized that the location is central, accessible, and historic and therefore should be prioritized. Location was integral to community sentiment in these discussions.

In addition, participants felt that dedicating the space to teens was important because teens would not be willing to go to a space in which they don't feel a sense of ownership. Equity and inclusion and safety and regulatory compliance was also a priority to ensure the space is inclusive.

"What advice would you give the Stakeholder Group?"

Adult participants in this group wanted to recommend renovation to keep the location and preserve this piece of Redmond history. They reflected teens' desire to keep the building "as-is." They see the OFH as a space for teens who identify as "alternative" to be themselves. They also asked that the Stakeholder Group consider the long-term future of Redmond, "think big (for decades)" and "preserve the vibe when renovating."

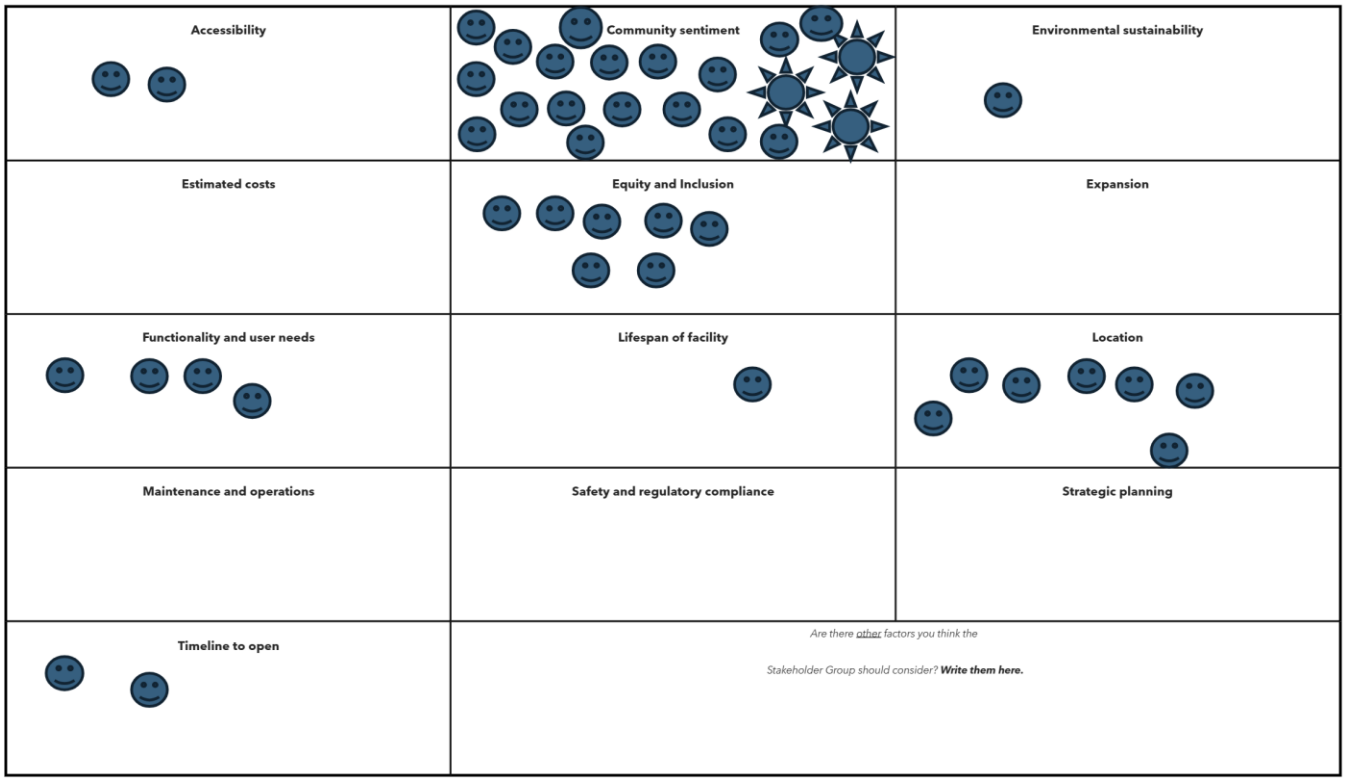
Online Group

In the online group on September 24, there were 8 alumni, 4 community members, 1 teen, 1 nonprofit service provider from the Redmond Historical Society, and 3 parents. Former Mayor of Redmond, Rosemarie Ives, was also in attendance.

"What would encourage you (or teens) to come to a teen space or event?"

The online group described many of the same elements as other groups that would encourage teens to come to the Teen Center and make them feel comfortable. The group felt that it should be a teen-dedicated space for decorating, exploring arts and activities, and recording and performing music. They also see the Teen Center as a place to experiment with self-expression.

The group felt that the OFH history and connection to the downtown community are reasons to preserve the location.



7. ONLINE GROUP STICKER ACTIVITY. SUN SIGNS INDICATE RETURNING PARTICIPANTS FROM THE FIRST FOCUS GROUP.

"What made the OFH a comfortable and safe space for teens?" (Alternative question for those whose teens didn't go to OFH: "Think about community spaces where you spend time, or where you would want to spend time. What makes, or would make, these spaces comfortable and safe for your teens?"

Participants expressed that the OFH feels safe and welcoming, specifically for teens "that aren't from 'normal' backgrounds," including those that identify as alternative and queer. Teens felt like they were part of a community where everyone cared about the building and its history. As echoed in the other

breakout groups, participants in the online group emphasized that it felt safe because teens were able to lead the programming.

Part of the feeling of safety also came from the staff. Participants believed that many of the staff were musicians and artists in their 20s and 30s who identify as queer, making them cool and relatable to teens. Participants also emphasized that the staff were transparent with teens and respected confidentiality when teens shared their issues and asked for advice. Overall, the staff made teens feel valued and like part of the community, without judging or telling teens what to do.

Whether the OFH building is renovated or rebuilt – are there components that you want to ensure are kept in the future space to honor the old space or recreate its specialness?

Participants in the online group described a vision for the Teen Center that includes archived work so that the history of the Teen Center is visible for newcomers and returners alike. This includes old posters, teen art, and historic instruments. Other aspects of the Teen Center that participants wanted to see kept include the recording studio, roll-up garage doors with access to the outdoors, and small pocket spaces that ensure teens can experience privacy when needed. Regardless, participants wanted to ensure that it remains a venue to play music.

"Was there anything missing from the OFH that would have made it an even better space for teens?"

Similar to participants across groups, the online group expressed a desire for HVAC and good ventilation. They discussed the benefits of modern construction in terms of safety, occupancy, and fire safety, while discussing the need to preserve the Teen Center's charm.

Plenary Session Feedback

After the breakout sessions, participants returned as a full group to share highlights and takeaways from their discussions. Group participants, including teens, parents, service providers, community members, and alumni, expressed that they want to preserve a dedicated space for teens that feels comfortable to them. Participants emphasized the importance of the building's history and unique features and amenities, including the recording studio, kitchen, garage doors, and outdoor space that allow them to freely choose their activity without a signup process. Representation among staff is also important to all groups, especially alumni and community members, for teens to relate to the staff. They emphasized that the Teen Center provided a safe space for "alternative" teens who don't feel comfortable in other spaces.

Appendix A: Flipchart Notes

The following notes are transcribed from flipcharts used to document the focus group discussions.

Teen Groups

There were 10 teens who attended the focus groups, including five who participated on both dates.

What would encourage you to come to a teen space or event?

- Dedicated teen space – no surprise kids or adults
- Having specialized spaces that don't exist elsewhere
- Space for youth culture in Redmond. Redmond has bland corporate culture
- Express your art and yourself with no judgement
- Free ways to express creativity
- Kitchen free to use and free food
- History and culture that can't be replicated!
- Chill and flexible environment!
- Can be chill but also a concert space!
- Small spaces that force proximity!
- Many options for activities! Music, art, etc. Supplies
- Dedicated activity but it was an option
- Welcoming nature of amazing staff
- Live music – it attracted teens to OFH
- Close to bus stops
- Juju was the history and culture, being part of a legacy, quirky
- Built culture is also accumulated – the space is a shared interest
- Even if you didn't come often people knew you
- Teen led
- Convenient location downtown
- Easy sign up to host event – no sign up
- A place to invite all your friends and meet new people
- Our priorities are to find compliance and accessibility while still keeping charm
- What is required to be compliant?
- Rooms with different uses and places to meet
- Places by teens, for teens
- Location by stores, schools, transit, walkable
- Not corporate feel, lived in space
- Convenient location downtown
- Unique culture/atmosphere
- Low barrier for entry
- Free materials, food, studio, instruments
- Alternative space

- Welcome and encourages creation by queer/alternative, disabled teens. Space for them.

What made OFH comfortable and safe?

- Centering teen creativity and sentiment
- Same location
- Dedicated studio, kitchen, etc.
- Stand alone
- Artsy fartsy-ness – unique structure
- Being able to put posters on walls
- The whole building
- Décor and artwork
- Labyrinth floor plan – 4 areas
- A/C – HVAC, better temp control
- Dedicated space to store stuff (coat check)
- Items to sort! Donations! Ways to help out that are passive
- Improve sign in – name and emergency contact – value privacy more
- Safe for queer and neurodivergent
- Yes counselor
- Programs for housing and food
- Resources on gender issues and how to navigate
- Spaces for teens and nonprofit
- Familiar staff – greeted, know you
- Not advertised much but everyone had similar vibes, safe space
- Made for self-expression
- Low bar of entry
- Extra amenities
- Food
- Welcome no matter your background

What is missing at OFH or could be even better?

- Programs by teens in art and creativity
- Tips for finance, driving = life skills
- Live shows
- Free food and cooking classes (low barrier)
- Hyper fixation sharing day
- Jam sessions
- More materials to create with (paint, sewing)

Advice for Stakeholders

- Renovate! Cheaper! Preserves environmental history and keeps location!
- Other considerations
    - Lack of teen third spaces

    - Lack of venues in surrounding area
    - Teens experiencing homelessness need access to resources at a teen center
- Renovation is cheaper and surer way to preserve culture and history and meet community sentiment
- How much more would it be to make a whole new building, unknown
- They have money to repair
- Problems with OFH or exaggerated
- Keep in similar location if rebuild (prefer renovate)
- Teens should have most say

Parents and Service Providers

There were 10 parents and service providers in this breakout group in the first Focus Group. Parents and service providers joined the combined adult group in the second Focus Group.

What would encourage teens to come to a teen space or event?

- Own space
- "Cool"
- Art on wall
- Not a school or office
- Real, grungy
- Connected to history
- Dance
- No barriers to participate or attend
- Easy access from school without a parent
- Taps into independence
- Supports working parents
- Familiar faces = community
- Regular cadence can aid in this
- Drop-in that is a "choose your own adventure"
- Hang, try a craft, learn something, free flowing
- Harry Potter common room
- Opportunity for spontaneous activity
- Feels teen-led and not adult "observed"
- Accessibility to food and mental health services without having to ask

Why did you pick your top 3 factors?

- History is important to kids who go there
- Why is safety up there when it's a given?
- Community sentiment
- Once you take this into account, the other factors happen (except cost)

- Theme of all factors falling from one single factor (because when a place is iconic you want to find a way to keep it)
- Location is too vague because we don't know what that means but it's very important
- Cost is less important because whatever option is chosen, it's a money question at this point
- If separate teen center is guaranteed, might impact decision
- Sustainability could be good for a rebuild
- Sound (inclusion) – spectrum of needs
- If some architectural elements, stage, studio, teen-only space, downtown are preserved, either option accepted by community
- Trying to capture and rebuild the quirkiness – differing opinions
- What would be engineered away? Could we hire someone to make sure quirkiness happens?
- Ensure separate spaces for quiet spaces

Was there anything missing from OFH?

- Direct advertising in schools of programs (drop-in, mental health, and programs)
- Improving equity

Things for Stakeholders to Know

- Know the choices very clearly

Alumni and Community

In the Sept. 22 Focus Group, there were 13 city teen services alumni and community members.

What made you feel comfortable and safe at OFH?

- If allowed, trans adults provide resources and support, volunteer
- Welcome, safe, music!
- Friends, community, "third space/place", role models
- Opportunities that aren't elsewhere
- Location – new or current
- Safe, easy to get to
- Music
- Activities
- A place for others to find
- Location
- Teens feel safe, feel a part of something, not corporate
- Promotions: a variety of art/music; volunteer
- Teen-curated vibes; advertising and promotion
- After school programs and promote
- Ownership of space
- Welcoming, warm place to be yourself
- A space you're not "other-ized"

Whether renovate or rebuild…

- Showroom
- Concert space
- Recording studio
- Teen art centric
- Beautification by teens
- Proud of history
- Weird, iconic, architecture is important, hose tower
- Character and heart of the room
- Kitchen
- Transit between schools and OFH

Was there anything missing at OFH?

- Dark room

What advice would you give the Stakeholder Group?

- Renovate; keep it cool and safe
- Keep location
- Which option will take longer? Cost more? Renovate partly?
- Location is iconic
- Listen and talk to teens
- Recognize history, recognize future

Combined Adult Group

The group on September 24 included parents, service providers, city teen center services alumni, and community members. There were a total of 12 participants, including 4 returners from September 22.

What would encourage a teen you know to come to a teen space or event?

- Freedom of expression (not just audible)
- Music equipment
- Representation in the space (LGBTQIA+)
- Space to play music and dance
- Safe – express yourself (no one will judge)
- You can be loud without judgement
- Where teens can decide what they are doing (where, when)
- Looks and feels like a teen bedroom (less glass, less organized, you could throw your jacket on the floor)
- Easily accessible (bus, walk)
- Centrally located (you don't have to drive)
- Unique
- Safe staff (boundaries/not free for all)
- Celebrates teen creativity

- Feels like a tapestry of people who are there and were there

What made you feel comfortable and safe at OFH?

- Community (teen to teen leadership and mentorship)
- Focused on teen creation
- Adults can be there for all ages shows
- Quiet spaces (for people who get overwhelmed)
- Surroundings aren't corporate so leads to freedom of expression
    - Places where other things are going on are less safe/comfy
- Judgement-free zone
- Community (like minded)

What component to keep?

- Studio
- Poster wall
- Stage big enough to dance
- Kitchen
- "grunge"
- Historic value
- Outdoor space (basketball, side yard, patio)
- Photo lab
- Private spaces for contractor/outside nonprofit

Missing from OFH/NEW

- New stage
- New kitchen
- Use every square inch in area
- Memorial of old space/history/timeline
- How do we make it special?
- Code and ADA compliant
- Air conditioning
- Bathrooms (ADA) and stairs
- Expanding programs for teen help
- Services for those not on a traditional school schedule (extended hours of operation)
- More staff on hand (prevent burnout of current staff)
- Teen agency in room use of flexible/versatile space
- Room dividers to make more versatile
- Meal and food availability
- Remove basketball and expand building – more square footage
- Staff that teens trust

Why did your dot go there?

- Location > accessibility because accessibility will happen no matter the choice plus if it's too expensive to make OFH accessible then location is more important
- Community sentiment, equity and inclusion, location: no matter where it is it will be accessible, location is historic, having own teen space.
- Teen ownership (addition): Teens won't go to a place that they can't decorate/own
- Location is central, accessible, historic
- Community sentiment – they want renovation at that space
- Safety/regulatory compliance
    - 9-year-old daughter
    - Invest in teens > $

What advice would you give to the Stakeholder Group?

- Think big (for decades)
- Redmond has an opportunity to preserve something unique to Redmond
- There is not space elsewhere for alternative kids
- Preserve the vibe when renovating
- Listen to the community by asking questions and responding
- Redmond 2050 has a goal that directly describes OFH
- Read about the history of the building and its programs
- Teens are saying they want the building "as-is"
- Teens should have more weight in the group
- Worried teens are in Stakeholder Group to "look good"
    - Address and engage with the teens and take their input more seriously
    - Have adults for guidance and get as close as possible to it being a teen decision
    - Teens on an even field with adults

Online

An online option was available for the second focus group meeting. This group included 17 participants.

What would encourage you (or teens) to come to a teen space or event?

- Accessibility and access – should be near where teens are or access by bus, teen spaces or events being just for teens
- Downtown location kept it connected to the community
- Safe space there – space for experimentation, free or very affordable for such a resourced space, lots music equipment
- Visual look of the teen center – the fact that its old makes it cool – if a renovation is done it should be the same as it looks now
- Teen center can't be co-located with other programs – teens like to go where they can be away from school, jobs, home, absent other pressures, a place that is welcoming, safe accepting

- History is an important part of it – motivating to go! Inspiring to have successful musicians come out of this place! Can't get this if it's relocated.
- Wouldn't want to go if there were older folks in the center – specialized space!
- Historical significance, deep roots in 90s grunge scene, pull for teens who aren't usually interested in community spaces.
- Open center just for teens, just their space, decorate it, drop in, explore art and activities – not a stiff class schedule that you have to register for – open community! Their space, their center, food together!

What made the OFH a comfortable and safe space for teens?

Alternative question for those whose teens didn't go to the OFH: Think about community spaces where your teens spend time, or where you think they would want to spend time. What makes, or would make, these spaces comfortable and safe for your teens?

- DIY programming and programming was done for the teens by the teens, adults were mentors and models, lots of teen growth, maker spaces and writing spaces and performing spaces was important (5)
- Role models! A place to experiment, mess up, you could feel like a fish out of water in other spaces but at OFH you could experiment with fashion and identity and feel safe! (9)
- Having transparency from the adults – trust that what everyone was telling each other was in confidence and truthful, trustworthy adults, place to share issues, get advice, from not serious to serious, makes someone feel valued and like a community member! Good to know that other people can be trusted! (7)
- Teens are prone to challenges in teen years, being able to go somewhere where there isn't judgement, having access to YES, not being told what to do or being hounded about homework or responsibilities, not having outside pressures – it's an oasis! That made the teen center accessible and comfortable. (5)
- Location in middle of downtown – could go from multiple jobs to the teen center easily, you could grab something to eat on the way, the location was the most accessible it could have. (7)
- OFH – they always know your name, this is important.

Whether the OFH building is renovated or rebuilt – are there components that you want to ensure are kept in the future space to honor the old space or recreate its specialness?

- Having the space remain a venue that you can play heavier music at, punk rock, metal, spaces to play this music is rare (5)
- Archive work of the things that people came into see, bring the old posters, things about the space and how it was curated that should be brought over, teen art even not current teens, instruments that are beyond repair but loved (8)
- Existing building and elements are worthy, functioning well – dungeon like qualities of the recording studio, cool underground space, roll up garage doors with access to outdoors and summer, grill outs, small pocket spaces where there can be privacy and activity rooms, variety of seating (8)
- Display or exhibit, preservation of the cultural iconic components, poster, art, old billiard table, preserving the doors, alarm series and patio spaces (4)

- Rebuild – keep the location in the downtown corridor, extremely useful, this is important in addition to its historical value, not supportive of a rebuild but if it had to happen the location is important
- All the conditions of the old fire house need to be assessed – feels this question is a push pull and a leading question, all the conditions of the old fire house should be assessed for what is important and urgent and create a prioritized list, believes that the two scenarios do not determine what is an unsafe situation and what does it cost to resolve that issue and what would be the timeline, believes the building is capable of being remodeled.

Was there anything missing from the OFH that would have made it an even better space for teens?

- HVAC, good ventilation, struggled with this despite the charm, there are some benefits to modern construction when it comes to safety, occupancy, fire safety, share the air and not have it be unsafe
- Wasn't much missing – this feels like a leading question – can we find a reason to tear down the teen center? If it ain't broke don't fix it – let's make it occupancy safe. The teens like the teen center so let's not reinvent it.

What advice would you give the Stakeholder Group as they consider their recommendation to City Council?

- Save OFH

The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information about Title VI, please visit redmond.gov/TitleVI.

无歧视声明可在本市的网址 redmond.gov/TitleVI *上查阅* | El aviso contra la discriminación está disponible en redmond.gov/TitleVI.

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-185
Type: Staff Report

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

Fire	Adrian Sheppard	425-556-2201

DEPARTMENT STAFF:

Fire	Ameé Quiriconi	Deputy Fire Chief
Fire	Jim Whitney	Deputy Fire Chief
Finance	Daniel Morgan	Sr. Financial Analyst

TITLE:
Quarterly Overtime Report: January 1, 2025, through September 30, 2025

OVERVIEW STATEMENT:
The Quarterly Overtime Report provides Fire department data from January 1, 2025, through September 30, 2025.

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

OUTCOMES:
Key highlights from the Quarterly Overtime Report include the following:

- Fire department Regular and Overtime salaries combined are 23.7% spent of budget relative to a 25% target

through the second quarter of 2025.

- Overtime costs are 36.9% spent of budget for a total of $3.1 million, which is 11.9%, or $1.02 million above target. Regular Salary savings due to vacancies contributes $1.87 million to offset the total overtime costs.
- Firefighter recruits are paid while attending the Fire Academy, and since they are not yet working on the line, overtime by other staff is required to meet daily staffing levels. This year's academy has seen slightly higher than normal level of attrition due to unforeseen circumstances.
- An increase in mandatory overtime caused by employees on family leave, medical leaves, and extended modified leaves. While the staff on medical leave continues to support department work, their unavailability for line service increases overtime costs.
- Fire Wildland overtime totals $110 thousand due to a deployment to the California Wildfires. The overtime is fully reimbursable by regional agencies.

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:
Healthy and Sustainable, Safe and Resilient, Strategic and Responsive, and 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
9/16/2025	Committee of the Whole - Public Safety and Human Services	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
N/A

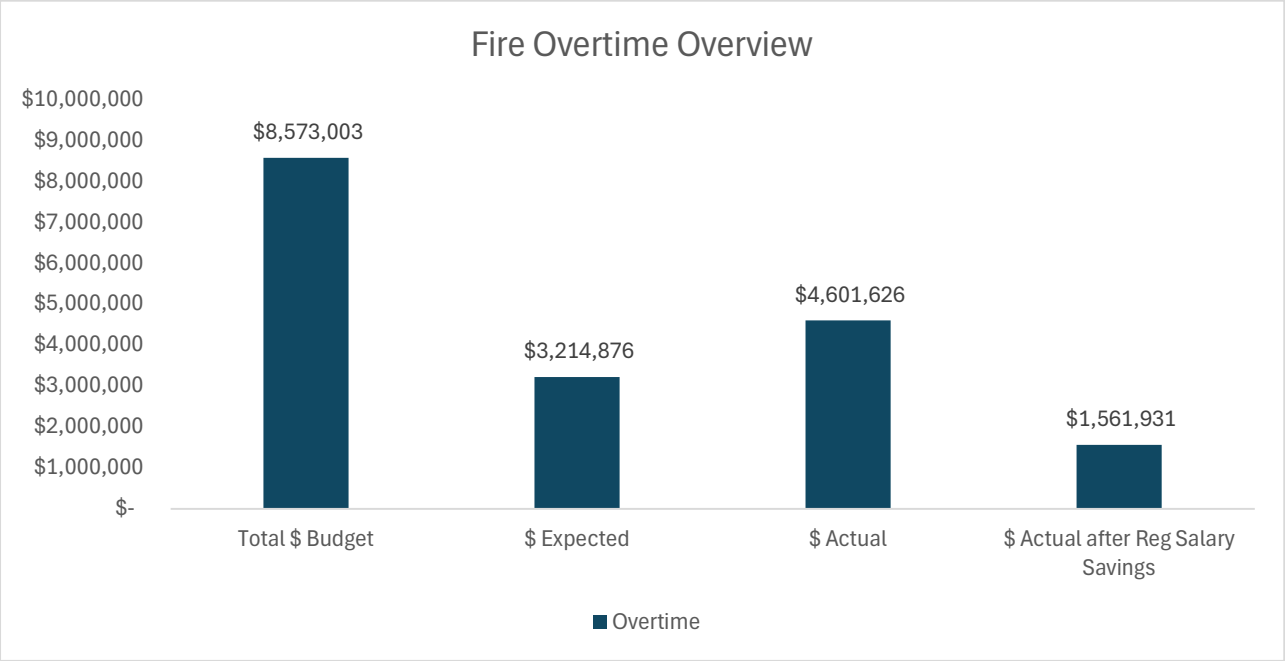
ATTACHMENTS:
Attachment A: Quarterly Overtime Report - January 1, 2025, through September 30, 2025

Fire Quarterly Overtime Report
January 1, 2025, Through September 30, 2025

Fire Department	2025-2026 Budget	$ Expected	$ Actual	% Spent	% Over (Under) Expected	$ Over (Under) Expected
Regular Salaries	$57,940,278	$21,727,604	$18,687,909	32.3%	-5.2%	$ (3,039,696)
Overtime Salaries	$8,573,003	$3,214,876	$4,601,626	53.7%	16.2%	$ 1,386,750
Total Salaries	$66,513,281	$24,942,480	$23,289,535	35.0%	-2.5%	$ (1,652,945)

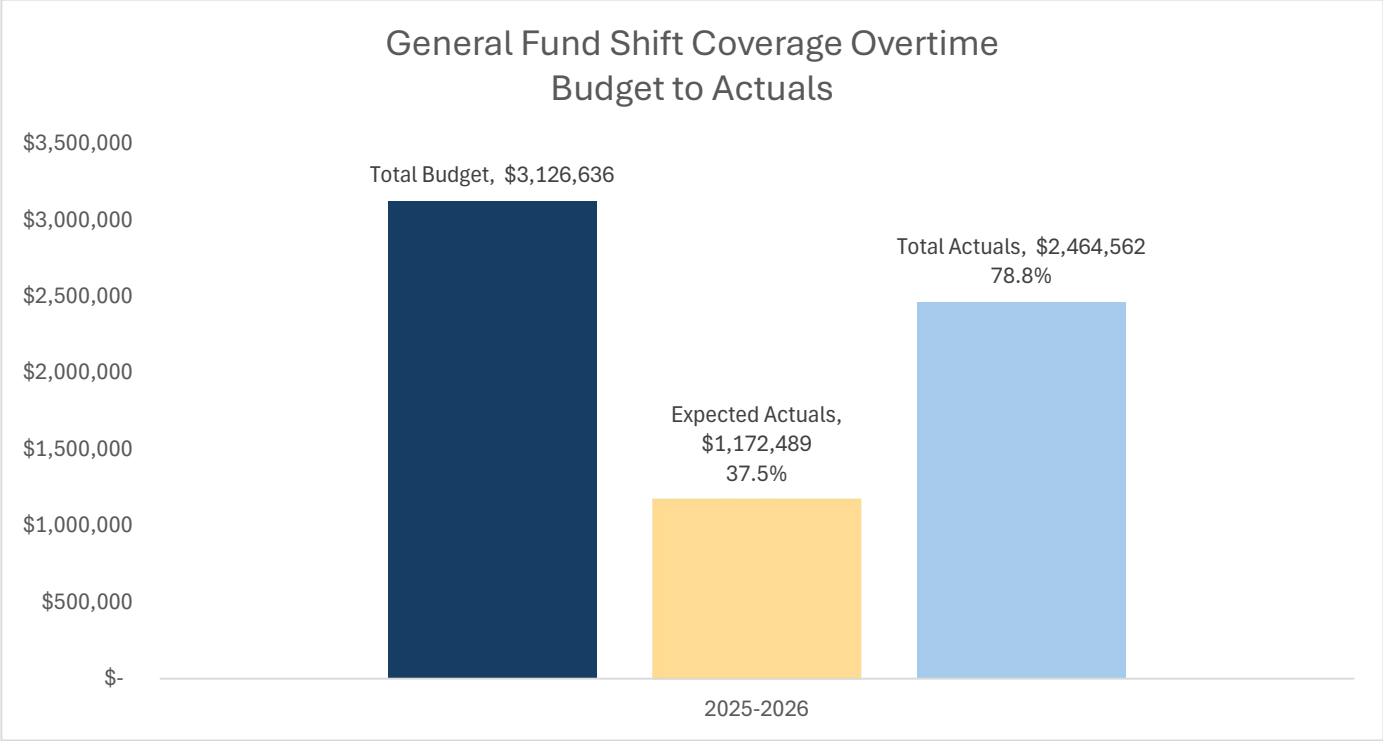
Regular and Overtime salaries combined are 35% spent of budget relative to a 37.5% target through the third quarter of 2025.

Overtime costs are 53.7% spent of budget for a total of $4.6 million, which is 16.2%, or $1.38 million above target. However, these additional costs are offset fully by the Regular Salary savings of $3.04 million due to vacancies.



The primary causes of overtime include:

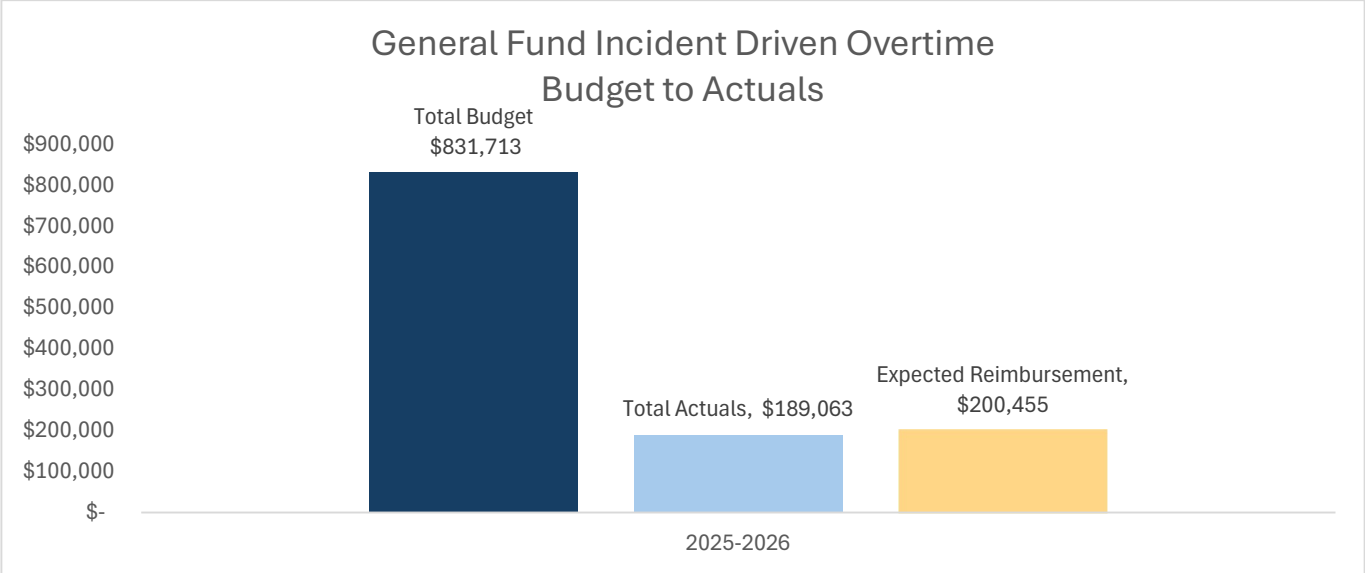
Shift Coverage Overtime *(Hours worked to ensure adequate staffing for regular operations, including planned and unplanned leave, sick or injury leave, training, and academy)*:



- Fire Suppression overtime is 70%, or $1.4 million, above target; however due to current vacancies, there are regular salary savings of $1.9 million to offset overtime. Overtime causes can be attributed to the following:
    - Fire Fighter recruits are paid while attending the Fire Academy, and since they are not yet working on the line, overtime by other staff is required to meet daily staffing levels. This year's academy has seen slightly higher than normal level of attrition due to unforeseen circumstances.
    - An increase in mandatory overtime caused by employees on family leave, medical leaves, and extended modified leaves. While the staff on medical leave continues to support department work, their unavailability for line service increases overtime costs.
    - The requirement for higher ranks to be filled causes additional overtime since there are less positions that can fill that rank, and "actors" may be placed in the role with further backfill to their originally assigned shift.
- Advanced Life Support (ALS) Levy-funded overtime totals $1.6 million and is fully reimbursable by King County. These costs are related to ALS operations, the Mobile Integrated Health Program, and Fire Fighters enrolled in the University of Washington/Harborview Medical Center Paramedic Training Program.

Incident-Driven Overtime (*Hours worked due to responding to unplanned events, administrative assignments, or special events that require staff beyond minimum staffing):*

- Fire Prevention overtime is 14%, or $15 thousand under expected.
- Fire Wildland overtime totals $162 thousand due to deployment to the California wildfires and to Oregon/Eastern Washington. The overtime for the California wildfires has been fully reimbursed with additional reimbursements for Fire Engine maintenance and fuel. The Oregon/Eastern Washington deployment is expected to be reimbursed by regional agencies.



Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-186
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:
Third Quarter 2025 Financial Report

OVERVIEW STATEMENT:
Review the City's financial performance from January 2025 to September 2025. Please note that the 2024 year-end process is still in progress, and the figures presented here are preliminary due to the impact on January 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:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
The key financial highlights from January 1, 2025, through September 30, 2025, include the following:

REVENUE:

Total General Fund revenue is 7.0%, or $6.2 million, above target.

- **Property Tax** is 3.0%, or $440,000, below target. The next significant property tax payment is expected in November 2025.

- **Sales & Use Tax** is 19.8% ($5.4 million) above target, driven primarily by growth in wholesale and information industries.

- **Utility & Other Taxes** are 1.0%, or $88,000, below target.

- **Development Permits and Fees** are 6.9%, or $760,000, above target. Development fees were updated in 2024.

- **Business License Fees** are 0.2%, or $11,000, above target.

- **Other Revenues** are 2.0%, or $412,000, above target.

EXPENDITURES:

- Total General Fund and TIS expenditures are 1.5%, or $5.3 million, under target.

- Spend rate for some departments above/below target:

    - **Executive Department** is 6.7%, or $999,000, below target primarily due to position vacancies and timing of spending one-time projects.

    - **Planning Department** is 7.7%, or $2.3 million, below target primarily due to position vacancies and timing of one-time expenditures.

- **Overtime Expenditures:** Total overtime expenditures are 13.9% ($1.7 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 19.7%, or $34.5 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 19.2%, or $1.8 million, under budget, reflecting the continuation of some major projects and the commencement of new initiatives, including Workforce Management Phase 2, Dynamics 365, and Tourism Data Software Implementation.

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: Third Quarter 2025 Financial Report Presentation

Quarterly Financial Overview – Q3 2025

November 18, 2025

Kelley Cochran, Finance Director

Redmond
WASHINGTON

Agenda

- Economic Update
- General Fund
- Other Programs
- Citywide Overtime
- Capital Programs

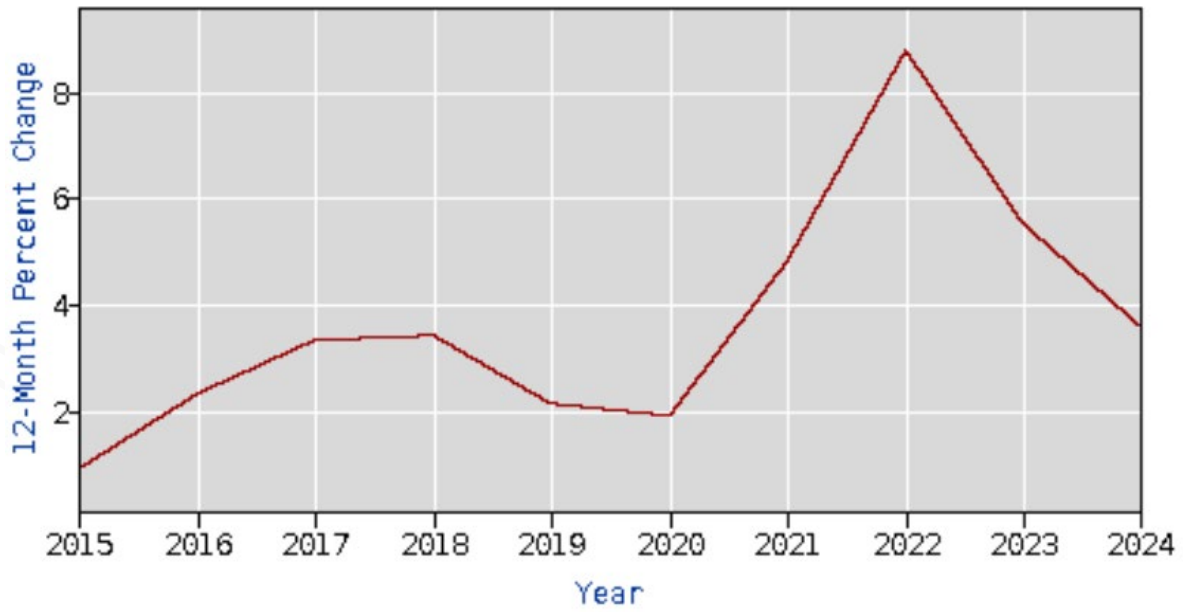
Economic Uncertainty & Recession Risk

- Federal & Indirect Federal Funding
- Geopolitical & Trade Policy Uncertainty
- Shifts in Consumer Behavior
- Increased Cost of Public Procurement

Economic Update

CPI-W (Seattle/Tacoma/Bellevue)

Aug 2023	Oct 2023	Dec 2023	Feb 2024	Apr 2024	Jun 2024	Aug 2024	Oct 2024	Dec 2024	Feb 2025	Apr 2025	Jun 2025	Aug 2025
5.1%	4.4%	4.3%	4.2%	4.5%	3.6%	3.0%	2.7%	2.9%	2.6%	1.6%	2.7%	3.2%



Economic Update – King County Forecasts

Countywide Taxable Retail Sales Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Aug 2025)	0.0%	0.9%	9.1%	2.0%	2.8%	2.5%	3.5%	3.9%	3.5%	3.4%
Prior (May 2025)	-0.5%	-0.9%	-0.1%	1.8%	2.0%	2.1%	2.9%	2.8%	3.4%	4.0%

Countywide Assessed Valuation Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Jul 2025)	-5.3%	4.8%	2.9%	3.9%	4.4%	4.27%	4.0%	4.7%	3.5%	3.3%
Prior (Mar 2025)	-5.3%	4.8%	3.6%	3.6%	3.7%	3.3%	4.4%	3.2%	3.7%	2.8%

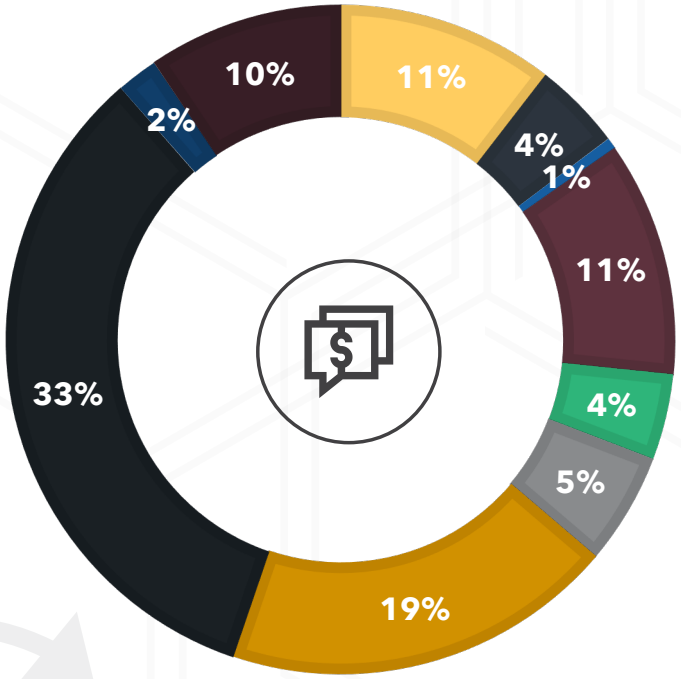
Countywide Employment Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Aug 2025)	0.6%	0.0%	0.1%	0.6%	0.7%	0.7%	0.6%	0.7%	0.7%	0.9%
Prior (May 2025)	0.3%	0.5%	0.7%	0.8%	0.6%	0.6%	0.7%	0.6%	0.6%	0.6%

Source: King County Office of Economic and Financial Analysis

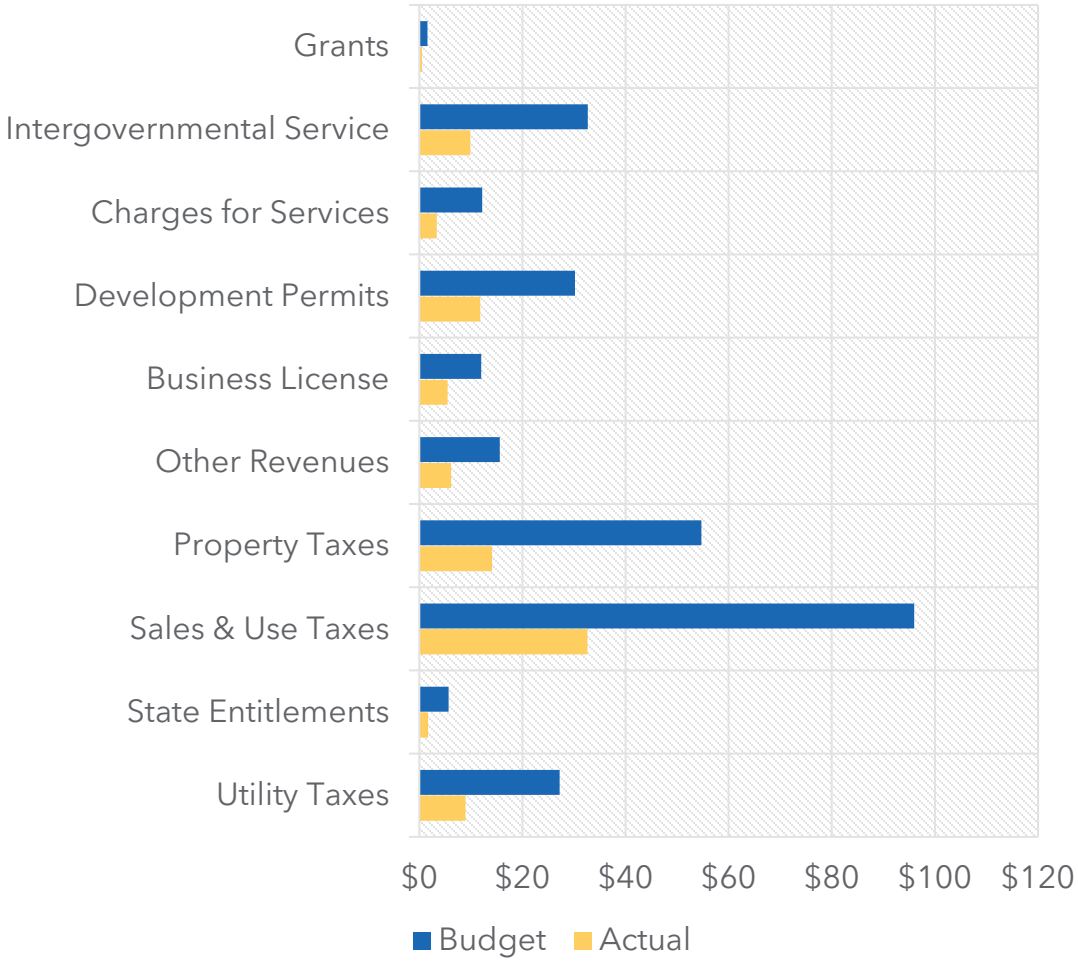
General Fund Revenue – Q3 2025

BIENNIAL BUDGET $287.9M



- Development Fees
- Charges for Services
- Grants
- Intergovernmental Service
- Business License
- Other Revenues
- Property Taxes
- Sales & Use Taxes
- State Entitlements
- Utility Taxes

BUDGET VS ACTUAL



General Fund Revenue – Q3 2025

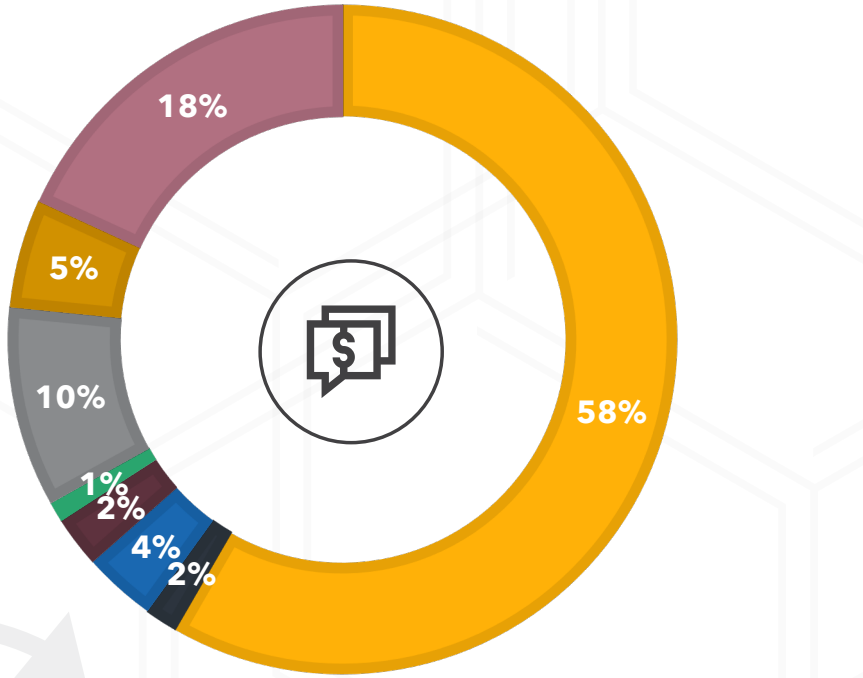
Category	Budget	Target	Actuals	$ Variance (Target)	% Variance (Target)
Property Tax	$54,698,137	$14,557,518	$14,117,584	($439,934)	-3%
Sales & Use Tax	95,956,694	27,256,193	32,645,382	5,389,189	20%
Utility Taxes	27,247,937	8,939,143	8,976,155	37,012	0%
Development Permit Fees	30,241,651	10,998,925	11,759,512	760,586	7%
Business License Fees	11,950,814	5,448,082	5,459,138	11,056	0%
Grants	1,609,936	479,495	502,175	22,680	5%
Intergovernmental	32,684,508	7,570,263	9,896,807	2,326,544	31%
State Entitlements	5,739,102	2,011,471	1,721,227	(290,244)	-14%
Charges for Service	12,169,380	4,422,069	3,432,060	(990,009)	-22%
Other Revenues	15,617,497	6,822,315	6,216,580	(605,735)	-9%
Total	**$287,915,655**	**$88,505,475**	**$94,726,621**	**$6,216,580**	**7%**

2025-2026 New Ongoing Revenue

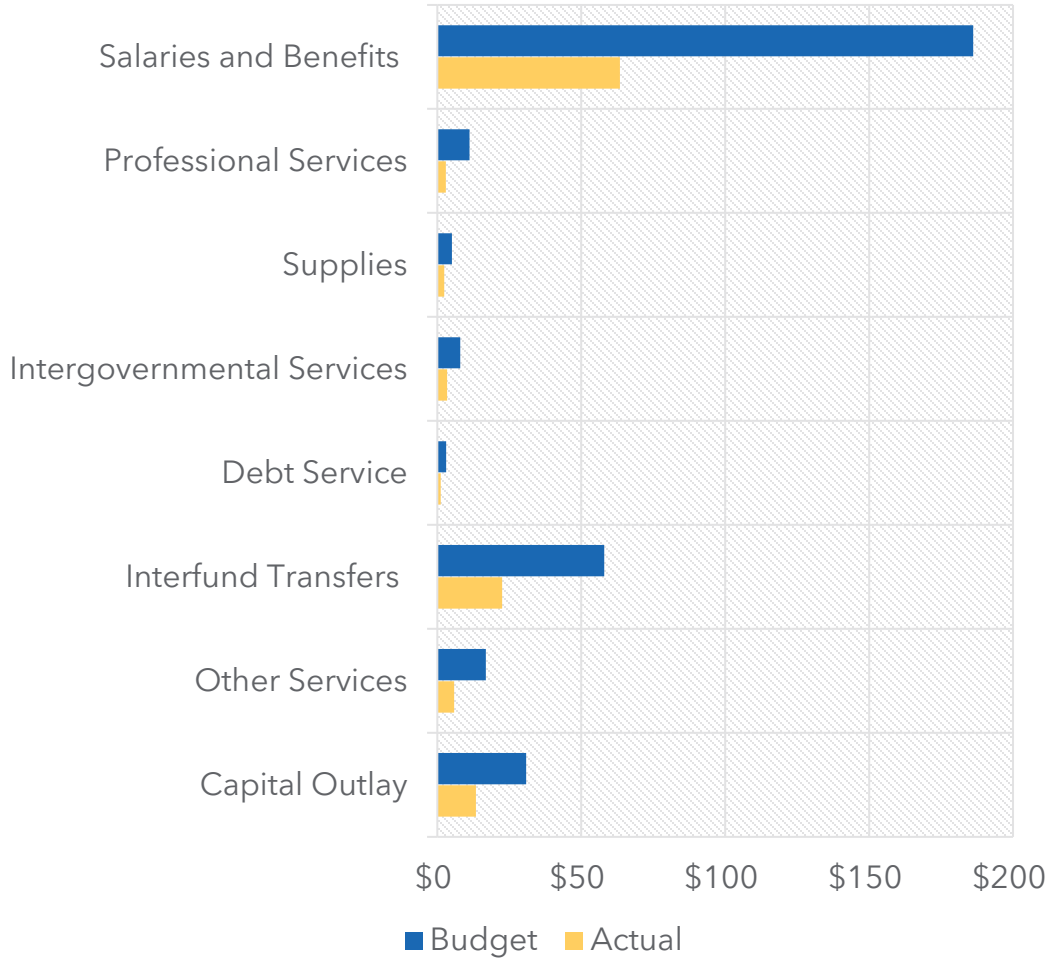
Description	Budget	Target	Actuals	$ Variance (Target)	% Variance (Target)
EMS Transport Fees	$1,760,000	$660,000	$16,000	($644,000)	-37%
1% Utility Tax on Water, Wastewater, Stormwater	$1,170,000	$390,000	$391,000	$1,000	0%

General Fund Expenditures – Q3 2025

BIENNIAL BUDGET $319.2M



BUDGET VS. ACTUAL

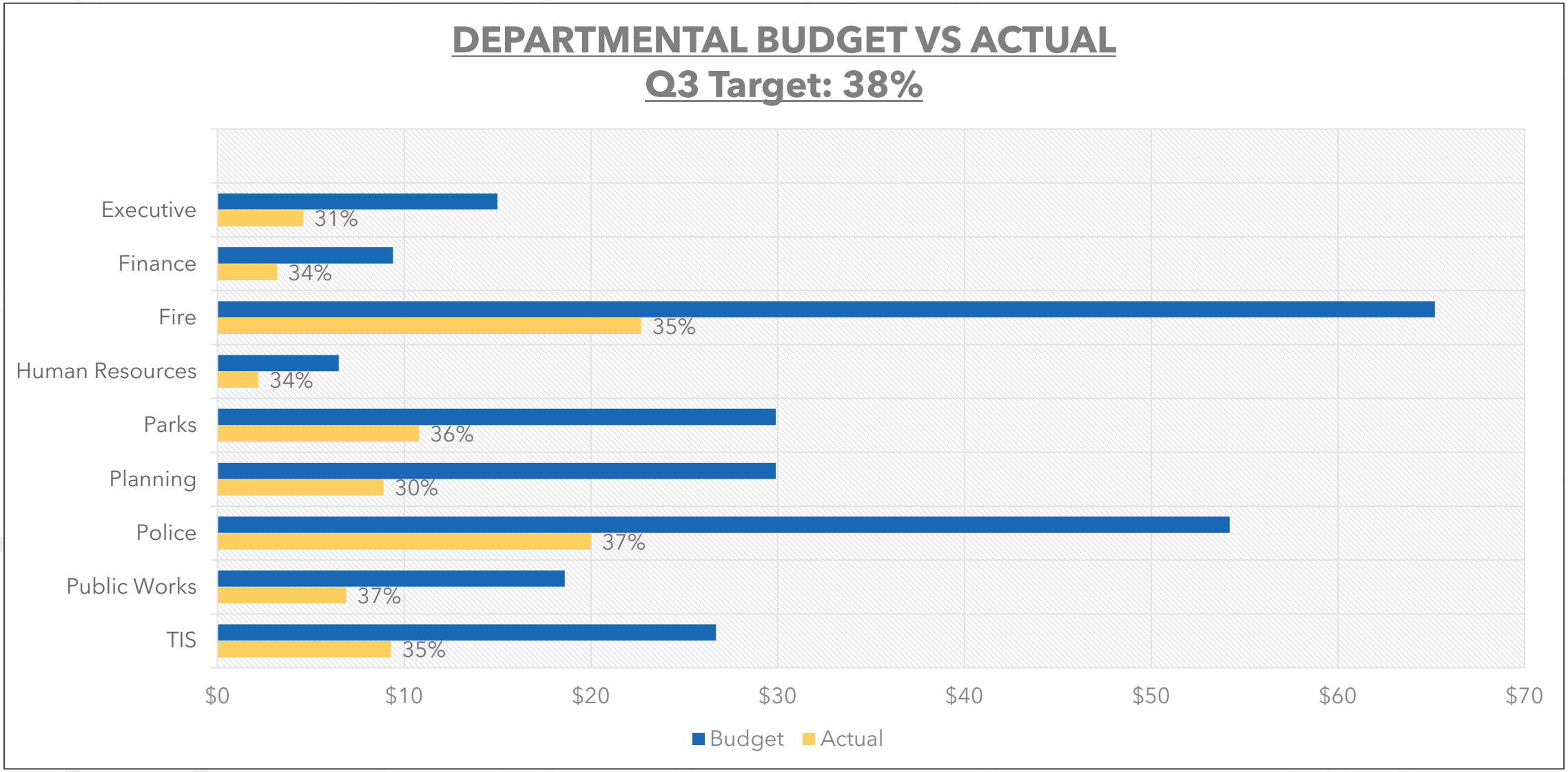


1070

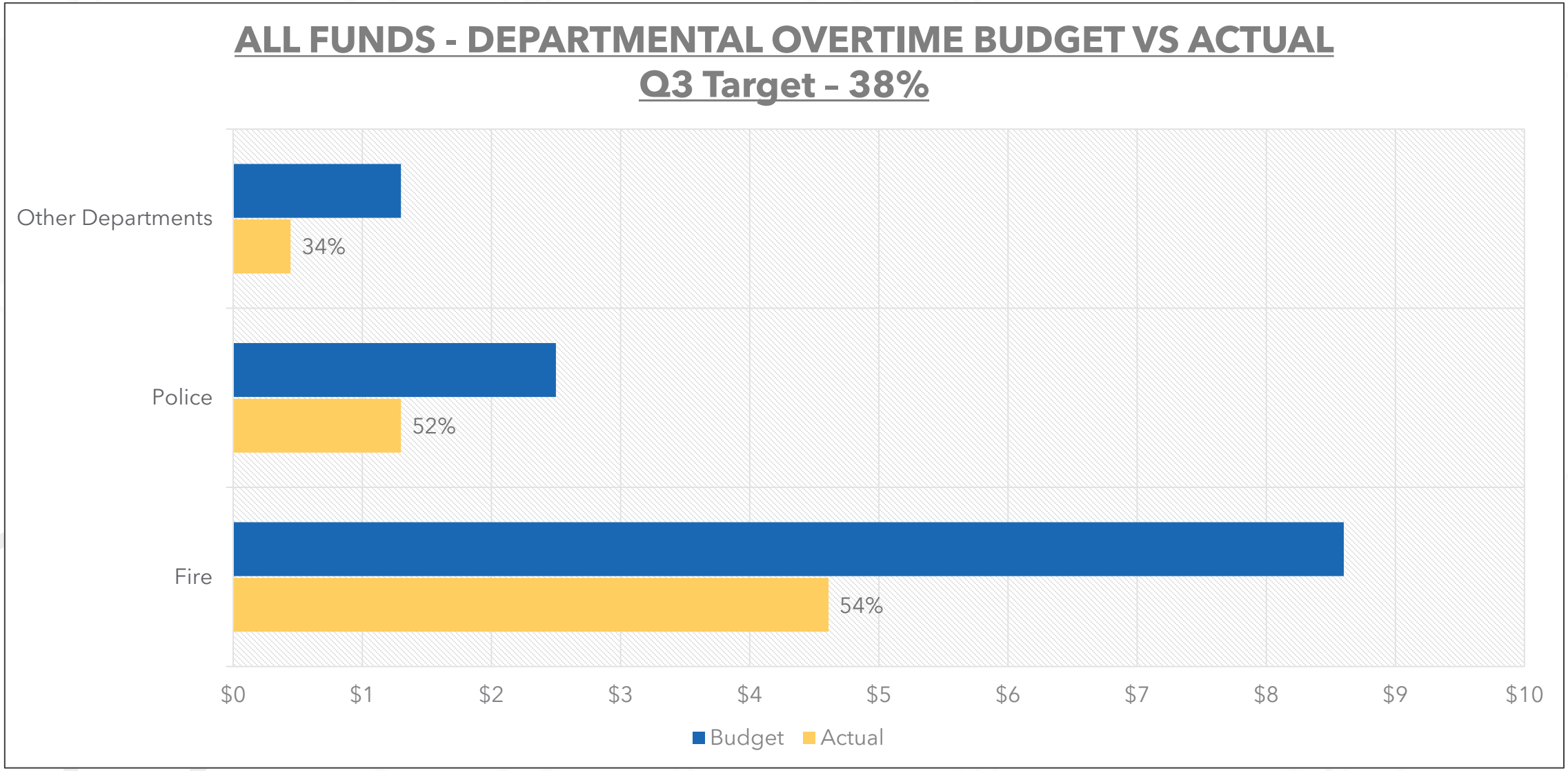
General Fund Expenditures – Q3 2025

Category	Budget	Actual	% Expended	% Over/ - Under
Salaries & Benefits	$186,207,511	$63,448,469	34%	-3%
Professional Services	11,246,543	2,971,661	26%	-11%
Supplies	5,091,899	2,427,783	48%	10%
Intergovernmental Services	7,881,921	3,443,922	44%	6%
Other Services	16,836,445	5,780,061	34%	-3%
Debt Service	3,058,194	1,144,738	37%	0%
Capital Outlay	30,920,197	13,373,850	43%	6%
Interfund Transfers	57,979,071	22,493,276	39%	1%
Total	**$319,221,783**	**$115,083,760**	**36%**	**-1%**

General Fund Expenditures - Q3 2025



Citywide Overtime – Q3 2025

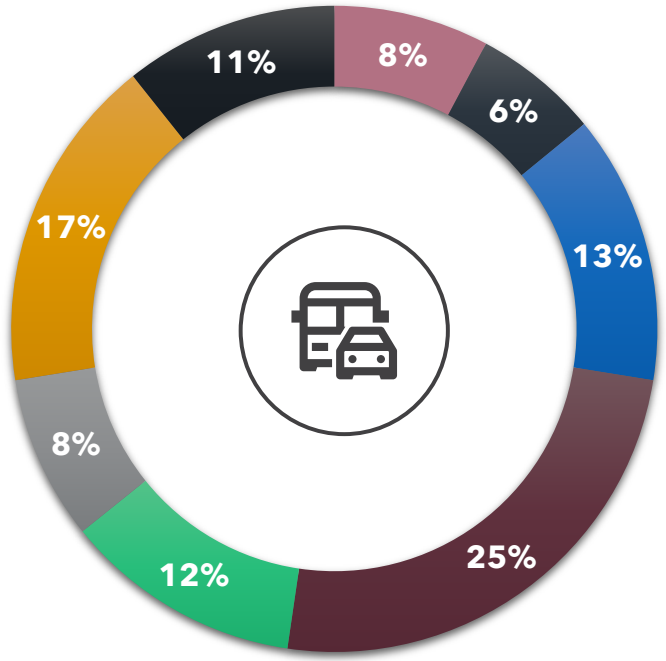


Citywide Overtime – Q3 2025

Department	Budget	Actual	% Expended	% Over/ Under
Fire Department				
Regular Salaries	*$57,940,278*	*$18,700,334*	*32%*	*5%*
Overtime Salaries	*8,573,003*	*4,602,455*	*54%*	*-16%*
Fire Department Total	**$66,513,281**	**$23,302,790**	**35%**	**2%**
Police Department				
Regular Salaries	*$36,633,784*	*$11,943,067*	*33%*	*5%*
Overtime Salaries	*2,514,014*	*1,319,353*	*52%*	*-15%*
Police Department Total	**$39,147,798**	**$13,262,420**	**34%**	**4%**
All Other Departments				
Regular Salaries	*$105,767,273*	*$36,562,511*	*35%*	*3%*
Overtime Salaries	*1,303,293*	*445,552*	*34%*	*3%*
All Other Departments Total	**$107,070,566**	**$37,008,064**	**35%**	**3%**
Total Citywide Salaries	**$212,731,645**	**$73,573,274**	**35%**	**3%**

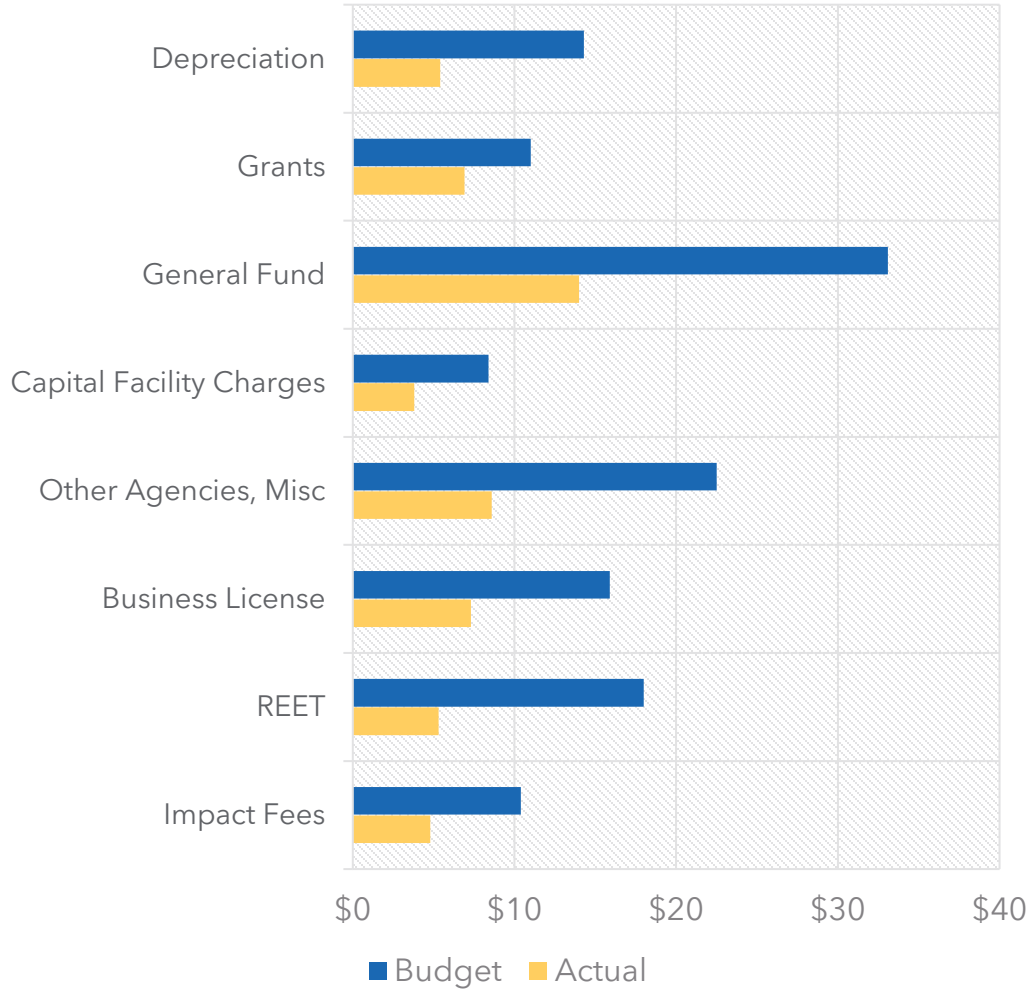
Capital Investment Program Revenue – Q3 2025

BIENNIAL BUDGET $133.6M



- Impact Fees
- Capital Facility Charges
- REET
- General Fund
- Business License
- Grants
- Other Agencies, Misc
- Depreciation

BUDGET VS. ACTUAL



Capital Investment Program Revenue – Q3 2025

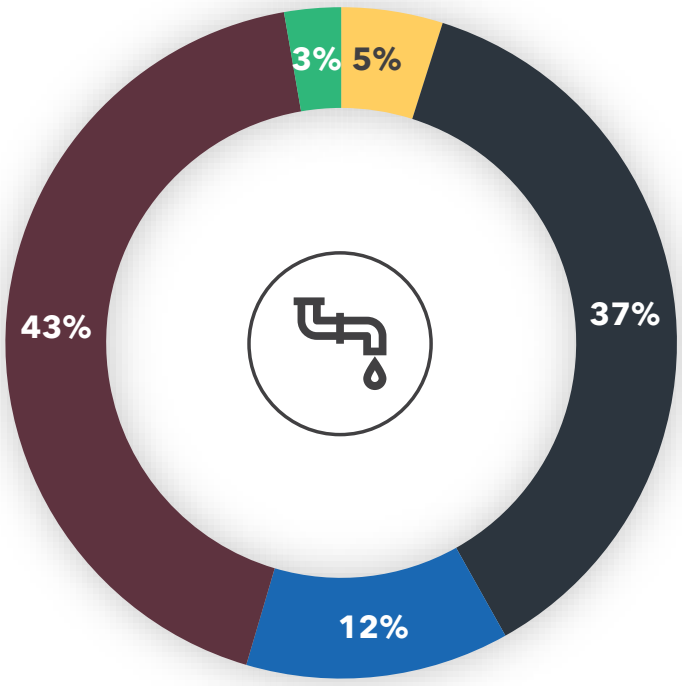
Category	Budget	Actual	% Collected	% Over/ Under Expected
Business License	$15,890,892	$7,300,627	46%	8%
Capital Facilities Charges	8,397,365	3,756,336	45%	7%
Depreciation	14,258,141	5,366,685	38%	0%
General Fund	33,093,391	13,992,089	42%	5%
Grants	10,984,509	6,870,594	63%	25%
Impact Fees	10,400,000	4,842,790	47%	9%
Miscellaneous	14,380,350	8,183,575	57%	19%
Other Agencies	8,152,544	407,515	5%	-33%
REET	18,000,000	5,323,013	30%	-8%
Total	**$133,557,192**	**$56,043,224**	**42%**	**5%**

Capital & Business Technology Investment Programs Expenditures – Q3 2025

Program	Budget	Actual	% Expended	% Over/ Under
Capital Investment Program (CIP)	**$174,746,832**	**$31,034,659**	**18%**	**20%**
General Government CIP	*119,0698,222*	*26,918,285*	*22%*	*15%*
Utility CIP	*55,048,609*	*4,116,375*	*7%*	*30%*
Business & Technology Investment Program (BTIP)	**$9,530,483**	**$1,745,344**	**18%**	**19%**
Total	**$184,277,315**	**$32,780,003**	**18%**	**20%**

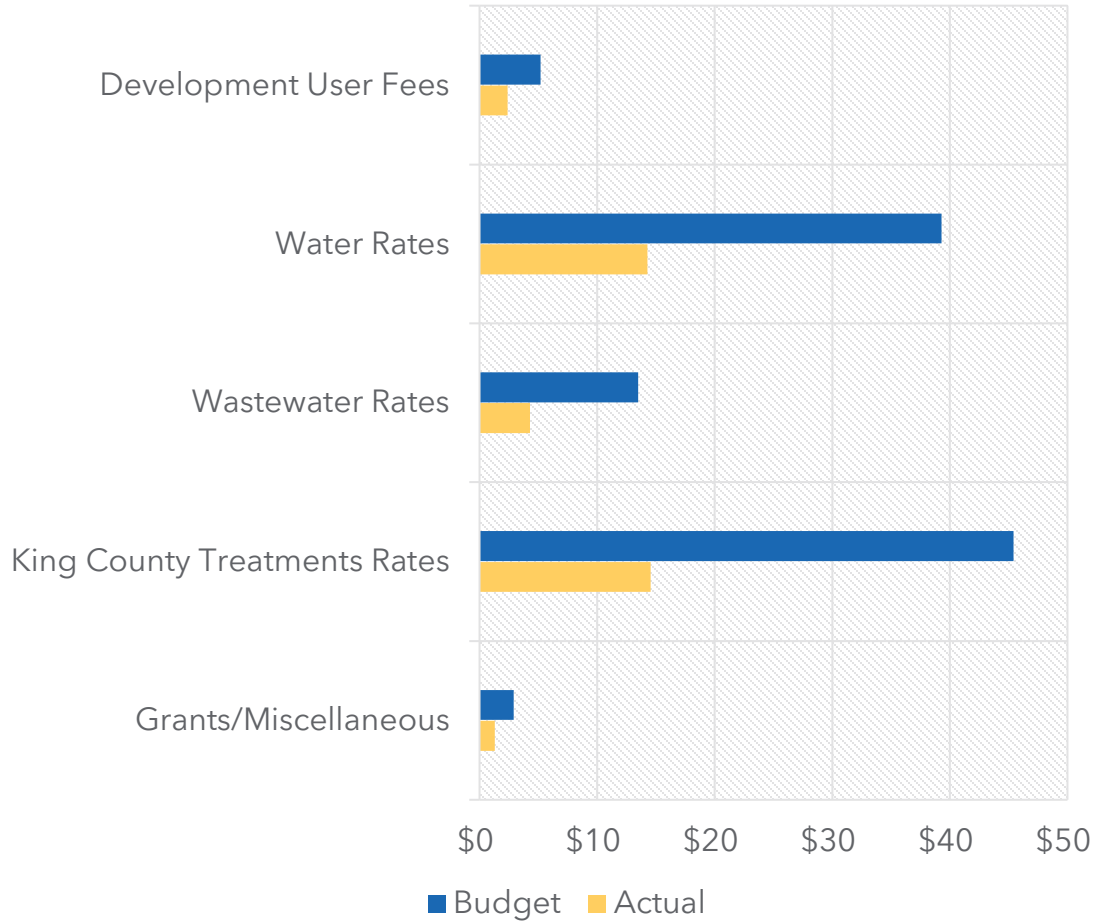
Water/Wastewater Utility Revenue – Q3 2025

BIENNIAL BUDGET $106.2M



- Development Fees
- Water Rates
- Wastewater Rates
- King County Treatment Rates
- Grants and Miscellaneous

BUDGET VS. ACTUAL



Water/Wastewater Utility Revenue – Q3 2025

Category	Budget	Actual	% Received	% Over/ Under Expected
Development User Fees	$5,157,677	$2,410,044	47%	9%
Water Rates	39,312,077	14,268,353	36%	-1%
Wastewater Rates	13,475,876	4,299,483	32%	-6%
King County Treatment Rates	45,352,228	14,550,968	32%	-5%
Grants/Miscellaneous	2,916,558	1,304,410	45%	7%
Total	**$106,214,416**	**$36,833,258**	**35%**	**-3%**

Healthy and Sustainable 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q3 ACTUAL	% SPENT	% OVER/ UNDER
0000262	Wastewater Management	Public Works	$62,823,889	$22,381,631	36%	2%
0000263	Parks, Trails, & Open Space	Parks	18,111,114	6,505,918	36%	2%
0000264	Environmental Sustainability	Executive	2,113,893	690,641	33%	5%
0000265	Solid Waste Management	Public Works	2,898,862	889,551	31%	7%
0000266	Stormwater Management	Public Works	22,915,408	6,312,322	28%	10%
0000267	Safe & Reliable Drinking Water	Public Works	40,441,488	14,987,677	37%	0%
0000268	Ground & Surface Water Mgmt	Public Works	6,932,451	2,195,779	32%	6%
0000401	Community Recreation	Parks	14,191,786	5,444,574	38%	-1%
		TOTAL	**$170,428,891**	**$59,408,093**	**35%**	**3%**

1080

Safe and Resilient
2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q3 ACTUAL	% SPENT	% OVER/ UNDER
0000275	Criminal Investigation	Police	$5,742,210	$2,445,789	43%	-5%
0000276	Criminal Justice	Executive	5,297,556	2,098,192	40%	-2%
0000277	Fire & Medical Operations	Fire	72,024,177	25,366,847	35%	2%
0000278	Fire Support Services	Fire	16,059,862	5,957,627	37%	0%
0000279	Police Patrol & Response	Police	33,875,489	11,663,242	34%	3%
0000280	Police Dispatch & Support	Police	13,978,347	4,824,320	35%	3%
0000281	Construction Inspection	Planning	9,476,234	2,952,004	31%	6%
0000282	Street & Traffic Safety	Public Works	21,399,088	7,028,271	33%	5%
0000283	Fire Prevention Services	Fire	2,585,881	1,007,396	39%	-1%
		TOTAL	**$180,438,843**	**$63,343,688**	**35%**	**2%**

Strategic and Responsive 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q3 ACTUAL	% SPENT	% OVER/ UNDER
0000288	Operating Reserves	Finance	$82,258,848	$1,749,451	2%	35%
0000289	City Council	Executive	968,670	333,151	34%	3%
0000290	Executive Leadership	Executive	12,450,705	3,505,643	28%	9%
0000291	Fleet Management	Public Works	20,106,333	6,366,341	32%	6%
0000292	Community Outreach/Involvement	Executive	2,946,246	919,954	31%	6%
0000293	Citywide Communications	Executive	2,485,441	838,966	34%	4%
0000294	Technology Solutions	TIS	27,991,672	9,723,242	35%	3%
0000295	Diversity, Equity & Inclusion	Executive	776,900	196,915	25%	12%
0000296	Human Resources	Human Resources	46,784,036	17,374,297	37%	0%
0000297	Fiscal Accountability	Finance	17,905,223	6,513,176	36%	1%
		TOTAL	**$214,674,074**	**$47,521,135**	**22%**	**15%**

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	$2,348,436	$620,478	26%	11%
0000303	Development Services	Planning	20,016,503	6,591,457	33%	5%
0000304	Community/Economic Development	Planning	7,913,622	2,111,886	27%	11%
0000305	Capital Investment Delivery	Public Works	835,732	310,050	37%	0%
0000306	Facilities Management	Parks	9,160,703	3,102,113	34%	4%
0000307	Housing & Human Services	Planning	9,345,614	3,903,101	42%	-4%
0000308	Arts & Community Events	Parks	2,566,295	758,654	30%	8%
0000309	Light Rail	Planning	847,220	251,535	30%	8%
0000310	Mobility of People & Goods	Planning	7,038,713	2,003,287	28%	9%
		TOTAL	**$60,072,837**	**$19,652,561**	**33%**	**5%**

Next Steps

- Q4 Financial Report after year-end close for 2025
  - March/April 2026

Thank you

Any Questions?

Redmond
WASHINGTON

1085

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-187
Type: Staff Report

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

Human Resources	Cathryn Laird	425-556-2125

DEPARTMENT STAFF:

Human Resources	Stacey Fullwiler	Human Resources Analyst

TITLE:
Proposed Personnel Manual Benefit Changes

OVERVIEW STATEMENT:
This memo outlines the proposed changes to the City of Redmond Personnel Manual related to employee benefits. The Personnel Manual benefit changes provide greater clarity of City policies, resulting in more effective policy administration and reducing overall risk. Changes are being requested to the following sections of the City of Redmond Personnel Manual: 1.40 Changing the Manual, 7.20 Rates of Pay, 7.75 Mandatory HRA VEBA and MERP Contributions for Non-Represented Employees, 9.30 Sick Leave, 9.60 Bereavement Leave for Non-Represented Employees, 9.70 Military Leave, 9.130 Leave Without Pay, 9.140 Shared Leave, 10.20 Employee Recognition, 13.35 Death of Employee, and 13.60 Last Day Worked.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  City Council is required to authorize benefit changes to the Personnel Manual, in accordance with the City of Redmond Personnel Manual Section 1.40.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:

Approval by City Council is being sought for the following Personnel Manual changes:
1.40 Changing the Manual, 7.20 Rates of Pay, 7.75 Mandatory HRA VEBA and MERP Contributions for Non-Represented Employees, 9.30 Sick Leave, 9.60 Bereavement Leave for Non-Represented Employees, 9.70 Military Leave, 9.130 Leave Without Pay, 9.140 Shared Leave, 10.20 Employee Recognition, 13.35 Death of Employee, and 13.60 Last Day Worked. Details of the changes are attached.

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
12/2/2025	Business Meeting	Approve

Time Constraints:
For changes to take effect at the beginning of a new year (January 1, 2026), the recommendations will need to be approved at the December 2, 2025, meeting to allow for appropriate lead time to make adjustments for an effective date of January 1, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
Our Personnel Manual would be out of alignment with the latest law changes; please note that our health plans will automatically incorporate these changes as required by law.

ATTACHMENTS:
Attachment A: Presentation
Attachment B: Redmond Personnel Manual Redline Changes Requiring Council Approval
Attachment C: Redmond Personnel Manual Redline Changes for Council Information Only
Attachment D: Resolution to Amend the Redmond Personnel Manual
Attachment E: Resolution to Adopt Section 1.40 for Future Changes to Summary Plan Descriptions for Self-Insured Medical Plan

Personnel Manual/
2026 Pay Plans

November 18, 2025

Cathryn Laird, Human Resources Director

Redmond
WASHINGTON

Purpose

- **Personnel Manual**
  - Council review edits to the Personnel Manual and approve to go on Council Consent on December 2.
  - Council receive additional edits to the Personnel Manual that are informational for the Council.

- **2026 Pay Plans**
  - Council review updated 2026 pay plans and approve to go on Council Consent on December 2.

Personnel Manual Project

- Purpose of this Project:

  To edit the Personnel Manual to ensure consistent language across all employee groups, clarify existing language and processes, and/or remain legally compliant.

- Why Important to Update Now:

  Recent updates to six successor collective bargaining agreements highlight the need to update the Personnel Manual.

Requires Council Approval

Benefit Changes

PM 1.40 Changing the Manual
PM 7.20 Rates of Pay
PM 7.75 MERP Contributions
PM 9.30 Sick Leave
PM 9.60 Bereavement Leave
PM 9.70 Military Leave
PM 9.130 Leave without Pay
PM 9.140 Shared Leave
PM 10.20 Employee Recognition
PM 13.35 Death of Employee
PM 13.60 Last Day Worked

Informational Council Review

Language Updates

PM 2.10 Non-Discrimination

PM 3.70 Rehiring Former EE Reimbursement

PM 5.90 Benefits

PM 6.50 Reclassification

PM 7.70 Merit Pay Increases

PM 9.20 Vacation Leave

PM 9.80 FMLA

PM 10.10 Performance Appraisals

PM 10.40 Tuition

PM 11.200 Info Tech Usage

PM 13.40 Retirement

PM 13.50 Separation Pay

PM 13.70 Retirement Bonus Pay

PM 14.70 EE Records Disclosure

Pay Plan Updates Project

- Purpose of this Project:

  To conduct market analyses on the non-represented pay plans and corresponding updates to the pay plans.

  To update represented pay plans in accordance with the existing collective bargaining agreements.

- Why Important to Update Now:

  All changes are effective January 1, 2026, in accordance with CBA language and past practice timing.

Non-Represented – 2026 Pay Plans

COLA Provided and Why

Pay Plan	2026 COLA	Reason
EO = Elected Officials	2.3%	Salary Commission Ordinance 3166 Council Ordinance 3173
E = Directors/Deputy Directors	3.8%	Follow Non-Reps to ensure appropriate pay differential between levels of management.
N = Non-Represented (Managers/Supervisors/Confidential Employees)	3.8%	Follow RCHEA as a standard practice, complete market analysis, and appropriate pay differential exists between non-management and management staff.
G-S = General Supplemental	3.8%	Follow Non-Reps, which is a subset of the N pay plan.

Represented – 2026 Pay Plans

COLA Provided and Why

Pay Plan	2026 COLA	Reason
A = AFSCME AF-S = AFSCME Supplemental	2.3%	In accordance with their Collective Bargaining Agreement to follow First Half 2025 Consumer Price Index-W
P = Police Officer, Corporal, Sergeant	2.3%	In accordance with their Collective Bargaining Agreement to follow First Half 2025 Consumer Price Index-W

Thank You

Any Questions?

Cathryn Laird / claird@redmond.gov

Redmond
WASHINGTON

PERSONNEL MANUAL UPDATES – *COUNCIL APPROVAL*

Effective 1-1-26

Exception: 7.75 to be retroactive to 1-1-24 due to plan requirements

Council approval is required for the updates listed below.

PM 1.40 Changing the Manual

[Legally required changes are mandated by law, and this policy change allows Human Resources to initiate legally required changes for employees in a timely manner. Council will still be notified of any policy changes.]

Provisions of the Manual may be repealed, modified, or amended by Executive Order of the Mayor; provided, that adding or deleting optional employee benefits must be approved by the City Council. All changes to the Manual and/or employee benefits that are made to comply with mandatory changes in State and/or Federal law, may be done administratively by the Mayor, or the Human Resources Director at direction of the Mayor, and subject to the labor union notice requirements below. City Council will be updated on such changes.

PM 7.20 Rates of Pay

[This policy change provides clarity about how the COLA will work for non-represented employees, which includes annual market review and adjustment as necessary of classifications. Provides for flexibility by the Mayor to adjust the market analysis process and COLA as necessary, likely based upon market factors and exceptional CPI-W situations.]

Cost-of-Living Adjustments (COLA) for Non-Represented

Effective January 1 of each year, the salary ranges for each non-represented position and the individual rates of pay for employees in those positions shall be increased by 100% of the first half annual previous year Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a 2% minimum and 5% maximum.

The Mayor retains the authority to make any adjustments to determine and apply a different Market Adjustment (market analysis time period, market percentile, and/or under market percentage) and/or COLA as necessary.

Market Analysis for Non-Represented Classifications

The City will conduct an annual market analysis of non-represented classifications. The market analysis will consist of a review of the external job market, utilizing salary surveys conducted by independent organizations, and/or data from comparable public sector organizations.

The market analysis will be used to determine salary range midpoints for established salary ranges. Salary range midpoints will be set at the 60th percentile of the comparable market, as defined above.

The market analysis will also be used to compare the market data with the current salary range assignment of non-represented classifications. For those classifications that are under the market data by 1% or greater, an analysis will be conducted to determine if the current salary range assignment of each classification is appropriate, or whether movement to a different salary range is appropriate. Employee pay will not be adjusted because of salary range adjustments.

PM 7.75 Mandatory HRA VEBA and MERP Contributions for Non-Represented Employees [This policy addition is required to allow Firefighter union (IAFF) employees who are enrolled in the Medical Expense Reimbursement Plan (MERP) and are subsequently promoted into a non-union position to continue to receive MERP. There is no cost to the City, as the funds are deducted from the employee's pay.]

MERP (Medical Expense Reimbursement Plan)

Effective January 1, 2024, mandatory contributions shall be deducted from each non-represented Promoted IAFF Employee's pay and deposited into the WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP). The MERP contributions shall equal one hundred dollars ($100.00) per month deducted on the first paycheck of the month. This amount shall be adjusted whenever, and in the same amount, the contribution amount in the CBA between the City and IAFF Local 2829 is adjusted.

"Promoted IAFF Employee" is defined as an employee, who previously participated in the MERP Plan as an IAFF Fire Uniformed member and promoted or transferred out of the IAFF Local 2829 bargaining unit and was promoted into a non-represented position in the Fire Department.

PM 9.30 Sick Leave [This policy addition provides for sick leave donated to Shared Leave to not be deducted from the donating employee's sick leave bonus. Allowing sick leave donation is relatively new and is provided in many CBAs. This language clarifies there would be no impact to the employee's sick leave bonus and establishes equity between represented and non-represented employees. Please see 9.140 Shared Leave below.]

Sick Leave Bonus

Regular Sick Leave (RSL):

- **Calculation Period** – Sick leave credits are determined on ~~or about~~ the last pay period of November ~~15~~ each year for employees continuously on the payroll for at least the preceding six months.
- **Shared Leave Donations –**Any sick leave donated to Shared Leave will not be deducted from the donating employee's sick leave bonus. (See 9.140 Shared Leave.)

PM 9.60 Bereavement Leave for ~~Non-Union~~Non-Represented Employees [This policy allows for employees to receive 40 hours instead of 4 days. The 4 days created inequity between employees who worked an 8 hour day versus those who work 9 or 10 hour days. Additionally, adds clarity bereavement to be used within a specific period.]

In the event of death or serious illness threatening death in the immediate family, full-time employees may receive up to ~~four days (32 hours)~~forty (40) hours off with full pay and benefits.

Bereavement leave is granted by the department director. Any bereavement leave shall be used within six (6) months from the date of the death, or the onset of the impending death. ~~If extenuating circumstances (such as travel time) necessitate a longer period of leave, an extension may be granted by the department director. However, any extension of leave shall be charged against the employee's~~

~~accrued leave accounts (sick leave, vacation time or compensatory time.)~~ Additional time off or length of time to take bereavement leave may be granted if approved in advance by the Department Director. Such additional leave shall be deducted from the employee's applicable and available leave bank(s).

PM 9.70 Military Leave

[This policy expands the existing federal military leave laws to allow for greater flexibility in pay and no loss in service credit for vacation accruals and longevity when an employee goes into an unpaid status. This is in recognition for the service of our employees to our Country.]

Short-Term Military Leave (First ~~21~~ 30 Days of Work)
The period of time shall not exceed ~~21~~ 30 workdays "during each year beginning October 1 and ending the following September 30," and "the employee shall be charged military leave only for days that he or she is scheduled to work for the City."

Long-Term Military Leave (After ~~21~~ 30 Work Days)
Employees who are called to, or volunteer for, active-duty military service in excess of ~~21~~ 30 work days as described under Short-Term Military Leave will be placed on an unpaid leave of absence during the time the employee is in an active duty status. The employee may choose to use accrued vacation leave, professional leave, compensatory time, and/or floating holiday prior to moving to an unpaid status. Any unused leave accruals remaining when the unpaid leave begins will be held until the employee returns to active employment with the City. During the unpaid leave, the employee will neither earn additional vacation or sick leave nor be entitled to health insurance benefits except as may be provided for under COBRA or other applicable law. Reinstatement following active duty will be in compliance with state and federal laws at the time employee returns to work.

Upon returning to work following unpaid long-term military leave, employees will not have their service dates adjusted for vacation accruals and longevity only. All other service date adjustments for seniority and other requirements in individual Collective Bargaining Agreements and/or Personnel Manual 9.130 Leave without Pay (Seniority) still apply.

PM 9.130 Leave Without Pay

[Should the expanded 9.70 Military Leave be provided, this policy change ensures there is no language conflict between 9.70 and 9.130 regarding no loss in service credit for vacation accruals and longevity when an employee goes into an unpaid status.]

Seniority
An employee's seniority and pay anniversary date shall be adjusted by the length of leave granted if the period of leave without pay exceeds 90 calendar days. There shall be no loss of seniority or adjustment to the pay anniversary date for leave without pay totaling 90 calendar days or less. This provision does not apply to PM 9.70 Long-Term Military Leave.

PM 9.140 Shared Leave [This policy addition allows for sick leave to be donated and clarifies there would be no impact to the employee's sick leave bonus. Please see 9.30 Sick Leave above.]

Donation Restrictions for ~~Non-Union~~Non-Represented Employees

Non-represented employees, i.e., those who are not members of a bargaining unit, may donate vacation, sick, and/or floating holiday leave, and compensatory time. However, the donation must not cause the donating employee's vacation leave balance to fall below 40 hours.

Sick Leave Bonus

Any sick leave donated to Shared Leave will not be deducted from the donating employee's sick leave bonus. (See 9.30 Sick Leave Bonus.)

PM 10.20 Employee Recognition [This policy clarifies how employees nominated should represent the City's current values, and removes supplemental employees from the process, as they are not regular employees and it generated confusion about how the process should be applied to them.]

All Star Awards

The City administers an "All Star" program through which it recognizes employees who have exemplified the City's values of:

- Commitment to service: ~~We are d~~Dedicated to seeking solutions for our community.
- Integrity: ~~We d~~Demonstrates sound, honest, truthful and consistent actions.
- Accountability: ~~We t~~Takes ownership of ~~our~~ their actions and responsibilities.
- Belonging: Treats employees and the community with respect, kindness, and patience to help everyone access City services and feel a sense of belonging.
- Stewardship: Treats City assets and shared workspaces with care and responsibility.

The City recognizes ~~three~~ two types of All Stars:

1. Individual All Stars: These awards are provided annually to employees who have consistently provided an exceptionally high level of service over a number of years or who have made outstanding contributions to the success of the City during a given year. An Individual All Star is one who exerts a positive influence on others, whether fellow employees or members of the public, consistent with the City's values listed above. Individual All Stars are selected by a vote of the regular and limited duration employees within their department.~~'s division or workgroup.~~

2. Team All Stars: These awards are provided annually to cross-departmental workgroups of two or more employees that have distinguished themselves by exceptional performance, either on a single project having a significant effect on departmental or divisional operations or consistently high group performance over an extended period of time. Team All Stars are selected by a vote ofregular and limited duration employees throughout the City.

~~3. Supplemental All Stars: These awards are provided annually to supplemental employees who have distinguished themselves either on a single project having a significant effect on departmental or divisional operations or consistently high performance over an extended period of time. Supplemental All Stars are selected by a vote of the regular and limited duration employees throughout the City.~~

~~Every recipient of an~~ Individual and team All Star awards shall ~~receive~~ be one day off with pay. At ~~management's~~ the Director's or designee's discretion, award recipients may also be provided other forms of recognition.

PM 13.35 Death of Employee [This policy addition allows for an employee's estate to receive 100% of their sick leave should they pass away while being an employee. This is in additional to any other leave balance payouts they are entitled to, as detailed in other sections of the Personnel Manual.]

Upon death of an employee, regardless of retirement status, 100% of the accrued but unused sick leave, up to a maximum accumulation of nine hundred sixty (960) hours, will be deposited into that employee's HRA VEBA. This is a mandatory deposit, and the beneficiary(ies) shall not have the ability to take the leave as pay. The maximum will be prorated for Part-Time employees.

In the event the employee has failed to designate a beneficiary, the retirement bonus shall be paid to the employee's estate.

(See 13.70 for Retirement Bonus Pay.)

PM 13.60 Last Day Worked [This policy addition ensures when an employee either resigns or retires that there is clarity how long they can remain on payroll. Previous policy language allowed employees to use all eligible leave to extend their separation date, up to several months. This meant they were off work for that duration. However, this extension also resulted in a loss of flexibility to fill the vacancy and impacted the workload of other staff, who had to do the work of the separated employee who was on leave.]

Last Day Worked

When an employee voluntarily resigns their employment, the last day worked is considered the last day on the City's payroll, which may be extended by up to two weeks through the use of:

- Vacation and/or compensatory time upon the employee's request and the employee's Department Director or designee approval, and/or
- Sick leave upon the employee's request, supported by approved medical documentation, and the Human Resources Director's approval.

PERSONNEL MANUAL UPDATES – *COUNCIL INFORMATION*

Effective 1-1-26

The updates listed below are for Council Information Only. Council approval is not required.

PM 2.10 Non-Discrimination/Equal Employment Opportunity [Enhanced scope]

The City is an equal opportunity employer. The City employs, retains, promotes, terminates, and otherwise treats its employees on the basis of merit, qualifications, and competence, without regard to any individual's race, color, creed, religion, sex, national origin, citizenship or immigration status, pregnancy, age (over 40), marital status, sexual orientation, gender identity, gender expression, disability, veteran's status, or any other status protected by federal, state, or local law.

PM 3.70 Rehiring Former Employees [Language clarification]

Credit for Past Service Vacation

An employee rehired within one year of separation receives full credit for prior years of service in determining the rate of vacation accrual, as well as longevity.

PM 5.90 Benefits [Change in law]

Eligibility

Supplemental employees are eligible to use accrued paid sick leave ~~beginning on the 90th calendar day~~ after the initial start of employment. Supplemental employees who are rehired are eligible to use accrued paid sick leave upon rehire.

PM 6.50 Reclassification [Language clarification]

- If an employee's pay prior to a reclassification is above the limit of the pay range associated with the new classification, then the employee's salary will be frozen ~~at the rate of pay prior to reclassification at the rate of pay prior to reclassification~~ at their ~~existing~~current rate of pay. The employee will not be eligible for any ~~merit pay increases or any annual across-the-board pay adjustments~~cost-of-living adjustment (COLA) until such time as the pay range for the new classification reaches or exceeds the employee's salary. At that time the employee will be assigned the maximum rate within the classification's pay range. While in frozen status, the employee will continue to be eligible for merit increases, which will be paid as a lump sum only, based on the employee's annual salary, until such time as the pay range for the new classification reaches or exceeds the employee's salary.

PM 7.70 Merit Pay Increases. [Language clarification]

Unless otherwise provided by law, pay anniversary dates shall be adjusted for leaves of absence exceeding ~~three consecutive months~~90 days.

PM 9.20 Vacation Leave [Language clarification and update for more current time period]

Accrual
Vacation accrual rates change on the ~~first~~ pay period ~~following~~ of the employee's next year of service. For example, if an employee's hire date is June 20, 2026~~16~~, the employee starts ~~his/her~~their 3rd year on June 20, 2028~~18~~, with the accrual increase of 4.3333 hours starting ~~on the first~~that same pay period. ~~of July 2018.~~

Separation from Service
Upon separation from service with the City, employees ~~are paid for all unused vacation leave.~~ shall receive pay for any vacation time accrued but not taken through their separation date.

PM 9.80 Family and Medical Leave [Language clarification]

Continuation of Pay and Benefits
Pay: An employee on FMLA leave is required to use available accrued paid leave. The employee first uses sick leave. After accrued sick leave is exhausted, the employee may use any additional available leave balances ~~uses accrued exempt employee professional leave, compensatory time, and vacation leave~~. Once all available paid leave is used, the remainder of the leave will be unpaid. Note, however, that an employee may leave up to 40 hours of vacation leave unused. An employee desiring to maintain a bank of 40 hours of vacation leave should make a written request to Payroll. If the employee does not make a written request to Payroll, all available paid leave must be used.

PM 10.10 Performance Appraisals [Clarification of current practice]

Pro-Rated Appraisals Following Promotion, ~~or~~ Reclassification, or Return from Leave
When an employee is promoted or reclassified, the following occurs with the employee's performance appraisal:

- The supervisor will conduct an appraisal for the time period from the previous pay anniversary date to the day before the effective date of promotion or reclassification or leave of absence. Any merit or lump sum will be pro-rated for that time period and based upon the salary prior to the promotion or reclassification.

- If the promotion or reclassification or return from leave of absence occurs less than one month from the last appraisal, no pro-rated appraisal will be conducted. (For example, the pay

anniversary date was completed on June 20 and the promotion was effective July 10. No appraisal for the period June 21 to July 9 will be conducted.)

- The employee's pay anniversary date is adjusted to the date of the promotion or reclassification and the employee's appraisal period will be conducted annually thereafter.

- An employee out on leave of absence (paid and unpaid) exceeding 90 days will have the number of leave of absence days added to the pay anniversary date. The employee's appraisal period will be conducted annually thereafter or prorated to align with their department's fixed evaluation date.

PM 10.40 Tuition Reimbursement Program [Clarification of current practice]

Covered Expenses and Limits
Employees whose coursework has been approved under this program will be reimbursed for 100% of tuition expenses up to the annual maximum per calendar year for job-related associate, bachelor's, and master's degree programs, subject to limitations set forth in this policy.

~~The maximum reimbursement total is $7,500 per year, per employee for 2023 and 2024.~~

~~Starting 1/1/2025, t~~The City will set the annual TRP maximum benefit by using the University of Washington's Undergraduate Tuition Dashboard to locate resident quarterly tuition rates. The annual TRP maximum benefit is determined taking the previous year's ~~summer~~ Fall quarter "Operating Fee" for 2 credit hours and multiplying by 10. ~~(~~If this calculation results in an amount less than ~~$7,500~~the current maximum reimbursement total, then the annual TRP benefit will be set at ~~$7,500~~the current total.)

Example: If the UW ~~Summer~~ Fall Quarter 2024 Operating Fee for 2 credits is $775.00, then the 2025 annual TRP benefit will be $7,750.00.

- Reimbursement is made only for courses that earn the employee credit toward their approved degree objective.
- Employees must receive qualifying grades to be reimbursed. A grade of "C" or better is required for associate and bachelor's degree courses; "B" or better is required for graduate level courses.
- Colleges must be accredited.
- Degrees must be pursued on the employee's own time.
- Participants are encouraged to seek any scholarships in the form of financial aid that may be available.

Reimbursement will be based on the difference between the scholarship and total tuition. Limited scholarship information is available through the Human Resources Department.

PM 11.200 Information Technology Usage [Documentation of current practice]

Recording Meetings/AI Notes
Permission must be obtained from all parties before any recording or electronic notetaking may take place, including the use of Microsoft Teams to record meetings, artificial intelligence (AI) notetakers, or other recording or notetaking apps or software. This includes both transcription-only services and AI-powered summarization tools.

PM 13 Separation and Retirement [Moving language from Chapter 7 and adding into Chapter 13; clarification of current practices; elimination of PERS1 retirement group, as there are no more employees who are in PERS1 (closed to new members in 1977 and by 2025, those members would have worked for the city 48 years).]

PM 13.40 Retirement

Eligibility
Retirement eligibility rules are established by the retirement system in which an employee participates. Employees should check with the Washington State Department of Retirement Systems for eligibility rules.

~~**Special Provisions for PERS I Employees**~~
~~For retiring PERS I employees, the date of separation is adjusted by accrued but unused vacation, floating holiday, and sick leave as described in Section 7.120 Retirement Bonus Pay of this Manual.~~

Disability Retirement
The City has a Long-Term Disability Plan. If a regular employee suffers a disabling condition, the employee may qualify under the terms of the Plan for disability retirement benefits. The terms of the Plan should be reviewed for specific applicable criteria in each specific instance. An employee who believes ~~he or she~~they may qualify is encouraged to consult with the Human Resources Department for further information.

PM ~~7.110~~ 13.50 Separation Pay [Moving from Chapter 7 into Chapter 13 – with the following language updates]

Upon separating from the City, an employee shall be paid for:

- All hours worked up to and through the date of separation, including overtime; and,
- Any accrued but unused vacation time through the last full month of employment; and,
- Any accrued but unused compensatory time off (non-exempt employees only); and,
- Any accrued but unused holiday time (uniformed police and fire service employees only); and,
- If the floating holiday has not been used, four hours pay if separating prior to July 1, or eight hours pay if separating after June 30; and
- Upon retirement, such sick leave payouts as may apply;

- Such other payments as may be provided for by ordinance, or, in cases of dismissal, by agreement between the employee and the City as approved by the Mayor.

~~Note: As an alternative to receiving a lump sum payment for accrued but unused vacation and/or floating holiday, the employee may elect to utilize those hours to extend the effective date of separation from City employment.~~ [Replaced with new subsection 13.60 Last Day Worked.]

PM ~~7.120~~ 13.70 Retirement Bonus Pay [Moving from Chapter 7 into Chapter 13 – with the following policy language updates]

Eligibility
The City provides Retirement Bonus Pay when an employee who has obtained retirement eligibility leaves City employment. To be eligible for a retirement bonus, an employee does not have to actually begin drawing a state retirement. Rather, at the time the employee leaves City employment, the employee need only be eligible to retire under the state retirement system covering ~~his or her~~their position in order to receive a retirement bonus.

PERS I Employees [Retaining the following PERS1 language in the event we hire a PERS1 employee and deleting the remaining language.]
An employee eligible for retirement under PERS I who leaves City employment is entitled to receive payment in accordance with Department of Retirement Services requirements. ~~receives payment for the following:~~

- ~~All accrued but unused vacation leave up to a maximum of 240 hours, and~~
- ~~25% of all accrued but unused sick leave, less 48 hours. That is after calculating 25% of the employee's sick leave hours, 48 hours are deducted from the result. For Non-Union Employees, the Sick Leave portion of the Retirement Bonus Pay shall be deposited into the retiring employee's Health Reimbursement Arrangement (HRA) Voluntary Employees' Beneficiary Association (VEBA) account.~~

~~Additionally, the employee may take paid leave before his or her official retirement date for:~~

- ~~Any accrued but unused vacation in excess of 240 hours,~~
- ~~Any accrued but unused floating holiday,~~
- ~~The first 48 hours of the 25% of accrued but unused sick leave.~~

~~EXAMPLE: Employee Jones is about to retire. He has 300 vacation hours, 800 sick leave hours, and an eight-hour floating holiday on the books. He receives:~~

~~Leave Available~~	~~Lump Sum~~	~~Paid Leave~~
~~Vacation (300 hr)~~	~~240~~	~~60~~
~~Sick (800x25%=200 hr)~~	~~152~~	~~48~~
~~Floating Holiday~~	~~0~~	~~8~~
~~TOTAL~~	~~392~~	~~116~~

PERS II, PERS III, PSERS and LEOFF II Employees

An employee eligible for retirement under PERS II, PERS III, PSERS, or LEOFF II who leaves City employment is entitled to receive payment for the following:

- All accrued but unused vacation leave,
- Any accrued but unused floating holiday,
- 25 percent of all accrued but unused sick leave in the Washington State Sick Leave (WASL) and Regular Sick Leave (RSL) banks, up to the maximum accrual of 960 hours. Employees who have not reached the maximum accrual will receive a proration of their frontloaded WASL hours based upon the weeks worked for that year. For example, an employee receives 52 hours of sick leave frontloaded on January 1. If the employee retires July 1 and has not used any WASL hours, 26 hours (52 hours -26 weeks = 26 hours) would be included in the accrued but unused sick leave banks. For Non-Represented ~~Union~~ Employees, the Sick Leave portion of the Retirement Bonus Pay shall be deposited into the retiring employee's Health Reimbursement Arrangement (HRA) Voluntary Employees' Beneficiary Association (VEBA) account.

PM 14.70 Disclosure of Employee Records [Documentation of current practice]

~~Upon receipt of a written public records request for documents in the central personnel file of an individual who remains a current employee of the City, the Human Resources Department will notify the affected employee prior to disclosure of the record.~~

When the Employer receives a public records request for documents located exclusively in an individual employee's personnel, payroll, supervisor, or training file, the Employer will provide the employee notice of the request in advance (minimum of 10 working days) of the intended release date, in accordance with RCW 42.56.250(2). If the Employer receives a public records request for documents containing Employment and Licensing information for all employees who are members of the Union, the Employer shall notify the Union as soon as possible and prior to the release of the information. For purposes of this section, Employment and Licensing Information means all information described in RCW42.56.250(1).

Attachment D

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON AMENDING SECTIONS 1.40, 7.20, 7.75, 9.30, 9.60, 9.70, 9.130, 9.140, AND 10.20, AND ESTABLISHING SECTIONS 13.35 AND 13.60 OF THE REDMOND PERSONNEL MANUAL

WHEREAS, the City established personnel rules according to Ordinance 1394.

WHEREAS, The Redmond Personnel Manual benefit changes are approved by Council according to Redmond Personnel Manual Section 1.40.

WHEREAS, The Redmond Personnel Manual Sections 1.40, 7.20, 7.75, 9.30, 9.60, 9.70, 9.130, 9.140, and 10.20 should be amended, and 13.35 and 13.60 should be established.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Changing the Manual. Effective January 1, 2026, Section 1.40 of the Redmond Personnel Manual is amended as follows:

1.40 Changing the Manual

Provisions of the Manual may be repealed, modified, or amended by Executive Order of the Mayor; provided, that adding

or deleting optional employee benefits must be approved by the City Council. All changes to the Manual and/or employee benefits that are made to comply with mandatory changes in State and/or Federal law, may be done administratively by the Mayor, or the Human Resources Director at direction of the Mayor, and subject to the labor union notice requirements below. City Council will be updated on such changes.

Section 2. Rates of Pay. Effective January 1, 2026, Section 7.20 of the Redmond Personnel Manual is amended as follows:

7.20 Rates of Pay

Cost-of-Living Adjustments (COLA) for Non-Represented

Effective January 1 of each year, the salary ranges for each non-represented position and the individual rates of pay for employees in those positions shall be increased by 100% of the first half annual previous year Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a 2% minimum and 5% maximum.

The Mayor retains the authority to make any adjustments to determine and apply a different Market Adjustment (market analysis time period, market percentile, and/or under market percentage) and/or COLA as necessaryMarket Analysis for Non-Represented Classifications

The City will conduct an annual market analysis of non-represented classifications. The market analysis will consist of a review of the external job market, utilizing salary surveys conducted by independent organizations, and/or data from comparable public sector organizations.

The market analysis will be used to determine salary range midpoints for established salary ranges. Salary range midpoints will be set at the 60th percentile of the comparable market, as defined above.

The market analysis will also be used to compare the market data with the current salary range assignment of non-represented classifications. For those classifications that are under the market data by 1% or greater, an analysis will be conducted to determine if the current salary range assignment of each classification is appropriate, or whether movement to a different salary range is appropriate. Employee pay will not be adjusted because of salary range adjustments.

Section 3. Mandatory HRA VEBA and MERP Contributions for Non-Represented Employees. Effective retroactively to January 1, 2024, due to plan requirements and at no cost to the City, Section 7.75 of the Redmond Personnel Manual is amended as follows:

7.75 Mandatory HRA VEBA and MERP Contributions for Non-Represented Employees

MERP (Medical Expense Reimbursement Plan)

Effective January 1, 2024, mandatory contributions shall be deducted from each non-represented Promoted IAFF Employee's pay and deposited into the WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP). The MERP contributions shall equal one hundred dollars ($100.00) per month deducted on the first paycheck of the month. This amount shall be adjusted whenever, and in the same amount, the contribution amount in the CBA between the City and IAFF Local 2829 is adjusted.

"Promoted IAFF Employee" is defined as an employee, who previously participated in the MERP Plan as an IAFF Fire Uniformed member and promoted or transferred out of the IAFF Local 2829 bargaining unit and was promoted into a non-represented position in the Fire Department.

Section 4. Sick Leave. Effective January 1, 2026, Section 9.30 of the Redmond Personnel Manual is amended as follows:

9.30 Sick Leave

Sick Leave Bonus

Regular Sick Leave (RSL):

Calculation Period – Sick leave credits are determined ~~on or about~~ on the last pay period of November ~~15~~ each year for employees continuously on the payroll for at least the preceding six months.

Shared Leave Donations –Any sick leave donated to Shared Leave will not be deducted from the donating employee's sick leave bonus. (See 9.140 Shared Leave.)

Section 5. Bereavement Leave for ~~Non-Union~~ Non-Represented Employees. Effective January 1, 2026, Section 9.60 of the Redmond Personnel Manual is amended as follows:

9.60 Bereavement Leave for ~~Non-Union~~ Non-Represented Employees

In the event of death or serious illness threatening death in the immediate family, full-time employees may receive up to ~~four days (32 hours)~~ forty (40) hours off with full pay and benefits.

Bereavement leave is granted by the department director. Any bereavement leave shall be used within six (6) months from the date of the death, or the onset of the impending death. ~~If extenuating circumstances (such as travel time) necessitate a longer period of leave, an extension may be granted by the department director. However, any extension of leave shall be charged against the employee's accrued leave accounts (sick leave, vacation time or compensatory time.)~~ Additional time off or length of time to take bereavement leave may be granted if approved in advance by the Department Director. Such additional leave shall be deducted from the employee's applicable and available leave bank(s).

Section 6. Military Leave. Effective January 1, 2026, Section 9.70 of the Redmond Personnel Manual is amended as follows:

9.70 Military Leave

Short-Term Military Leave (First ~~21~~ 30 Days of Work)

The period of time shall not exceed ~~21~~ 30 workdays "during each year beginning October 1 and ending the following September 30," and "the employee shall be charged military leave only for days that he or she is scheduled to work for the City."

Long-Term Military Leave (After ~~21~~ 30 Work Days)

Employees who are called to, or volunteer for, active-duty military service in excess of ~~21~~ 30 work days as described under Short-Term Military Leave will be placed on an unpaid leave of absence during the time the employee is in an active duty status. The employee may choose to use accrued vacation leave, professional leave, compensatory time, and/or floating holiday prior to moving to an unpaid status. Any unused leave accruals remaining when the unpaid leave begins will be held until the employee returns to active employment with the City. During the unpaid leave, the employee will neither earn additional vacation or sick leave nor be entitled to health insurance benefits except as may be provided for under COBRA or other applicable law. Reinstatement following active duty will be in compliance

with state and federal laws at the time employee returns to work.

Upon returning to work following unpaid long-term military leave, employees will not have their service dates adjusted for vacation accruals and longevity only. All other service date adjustments for seniority and other requirements in individual Collective Bargaining Agreements and/or Personnel Manual 9.130 Leave without Pay (Seniority) still apply.

Section 7. Leave Without Pay. Effective January 1, 2026, Section 9.130 of the Redmond Personnel Manual is amended as follows:

9.130 Leave Without Pay

Seniority

An employee's seniority and pay anniversary date shall be adjusted by the length of leave granted if the period of leave without pay exceeds 90 calendar days. There shall be no loss of seniority or adjustment to the pay anniversary date for leave without pay totaling 90 calendar days or less. This provision does not apply to PM 9.70 Long-Term Military Leave.

Section 8. Shared Leave. Effective January 1, 2026, Section 9.140 of the Redmond Personnel Manual is amended as follows:

9.140 Shared Leave

Donation Restrictions for ~~Non-Union~~ Non-Represented Employees

Non-represented employees, i.e., those who are not members of a bargaining unit, may donate vacation, sick, and/or floating holiday leave, and compensatory time. However, the donation must not cause the donating employee's vacation leave balance to fall below 40 hours.

Sick Leave Bonus

Any sick leave donated to Shared Leave will not be deducted from the donating employee's sick leave bonus. (See 9.30 Sick Leave Bonus.)

Section 9. Employee Recognition. Effective January 1, 2026, Section 10.20 of the Redmond Personnel Manual is amended as follows:

10.20 Employee Recognition

All Star Awards

The City administers an "All Star" program through which it recognizes employees who have exemplified the City's values of:

- Commitment to service: ~~We are d~~Dedicated to seeking solutions for our community;
- Integrity: ~~We d~~Demonstrates sound, honest, truthful and consistent actions; and

- Accountability: ~~We t~~Takes ownership of our their actions and responsibilities.

- Belonging: Treats employees and the community with respect, kindness, and patience to help everyone access City services and feel a sense of belonging.

- Stewardship: Treats City assets and shared workspaces with care and responsibility.

The City recognizes ~~three~~ two types of All Stars:

1. Individual All Stars: These awards are provided annually to employees who have consistently provided an exceptionally high level of service over a number of years or who have made outstanding contributions to the success of the City during a given year. An Individual All Star is one who exerts a positive influence on others, whether fellow employees or members of the public, consistent with the City's values listed above. Individual All Stars are selected by a vote of the regular and limited duration employees within their department.~~'s division or workgroup.~~

2. Team All Stars: These awards are provided annually to cross-departmental workgroups of two or more employees that have distinguished themselves by exceptional performance, either on a single project having a significant effect on departmental or divisional operations or consistently high group performance over an extended period of time. Team All Stars are selected by

a vote of regular and limited duration employees throughout the City.

~~3. Supplemental All Stars: These awards are provided annually to supplemental employees who have distinguished themselves either on a single project having a significant effect on departmental or divisional operations or consistently high performance over an extended period of time. Supplemental All Stars are selected by a vote of the regular and limited duration employees throughout the City.~~

~~Every recipient of an~~ Individual and team All Star award<u>s</u> shall ~~receive~~ <u>be</u> one day off with pay. At ~~management's~~ <u>the Director's or designee's</u> discretion, award recipients may also be provided other forms of recognition.

<u>Section 10. Death of Employee.</u> Effective January 1, 2026, Section 13.35 of the Redmond Personnel Manual is established as follows:

<u>13.35 Death of Employee</u>

<u>Upon death of an employee, regardless of retirement status, 100% of the accrued but unused sick leave, up to a maximum accumulation of nine hundred sixty (960) hours, will be deposited into that employee's HRA VEBA. This is a mandatory deposit, and the beneficiary(ies) shall not have the ability to take the leave as pay. The maximum will be prorated for Part-Time employees.</u>

In the event the employee has failed to designate a beneficiary, the retirement bonus shall be paid to the employee's estate.

(See 13.70 for Retirement Bonus Pay.)

Section 11. Last Day Worked. Effective January 1, 2026, Section 13.60 of the Redmond Personnel Manual is established as follows:

13.60 Last Day Worked

Last Day Worked

When an employee voluntarily resigns their employment, the last day worked is considered the last day on the City's payroll, which may be extended by up to two weeks through the use of:

- Vacation and/or compensatory time upon the employee's request and the employee’s Department Director or designee approval, and/or

- Sick leave upon the employee’s request, supported by approved medical documentation, and the Human Resources Director’s approval.

Section 12. Effective Date. This resolution shall become effective January 1, 2026.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

CITY OF REDMOND

_____
MAYOR ANGELA BIRNEY

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

CITY OF REDMOND
RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, ADOPTING CITY OF REDMOND PERSONNEL MANUAL SECTION 1.40 FOR FUTURE CHANGES TO THE SUMMARY PLAN DESCRIPTION FOR THE CITY OF REDMOND SELF-INSURED MEDICAL PLAN

WHEREAS, the City Council desires that the City of Redmond maintain a self-insured employee healthcare program that is fiscally sound and legally compliant; and

WHEREAS, since adoption of the City's self-insured employee healthcare program, the City has approved and adopted amendments that are reflected in the Summary Plan Description for the healthcare program; and

WHEREAS, the City Council desires to update the Summary Plan Description to incorporate changes deemed necessary by the third-party administrator, Premera, to clarify benefits and to address evolving treatment options, protocols and other issues; and

WHEREAS, City Council recognizes that State and Federal laws may pass that result in mandatory City action to City employee benefits; and

WHEREAS, City of Redmond Personnel Manual, Section 1.40, now requires Council approval of changes in the medical plan that add or delete optional benefits to employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO RESOLVE AS FOLLOWS.

Section 1. Adoption of Changes. The adoption process of future changes to The Summary Plan Description for the Self-Insured Employee Health Benefits Plan adopted by Resolution No. 913 and amended by Resolution No. 1610 and referenced in Section 8.30 of the City of Redmond Personnel Manual, that are State and/or Federally mandated hereby follow the City Personnel Manual, section 1.40 Changing the Manual.

Section 2. Implementation. The Mayor is authorized and directed to implement the changes adopted in Section 1 and execute any contracts and/or agreements to do so.

Section 3. Effective Date of Benefit Changes. The effective date of the benefits adopted by this resolution shall be January 1, 2026.

Section 4. Conflicts -- Severability. If any provision of this resolution conflicts with any provision of the City of Redmond Personnel Manual or any other resolution or policy of the City of Redmond, the provisions of this resolution shall govern. If any section, sentence, clause or phrase of this resolution 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 resolution.

Section 5. Effective Date. This resolution shall take effect upon adoption of the Redmond City Council.

ADOPTED by the Redmond City Council this ____ day of _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO._____

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. AM No. 25-188
Type: Staff Report

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

Human Resources	Cathryn Laird	425-556-2125

DEPARTMENT STAFF:

Human Resources	Mary Grady	Senior HR Analyst

TITLE:
Proposed Updates to the 2026 Pay Plans

OVERVIEW STATEMENT:
Due to the 2026 Cost of Living Adjustments (COLA), the following salaries and Pay Plans are being updated: AFSCME Regular ("A") and AFSCME Supplemental ("AF-S"); Elected Official ("EO"); Non-represented Executive ("E"); Non-represented Regular ("N") and Non-represented Supplemental ("N-S"); General Supplemental ("G-S"); Police Commissioned ("P"). New classifications of Assistant Chief Operating Officer, Paralegal, Financial Analyst - Principal, and Human Resources Generalist are being requested. In addition, select titles and salaries have been removed or changed due to market adjustment. Details of the changes are listed under the "Outcomes" section.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  N/A
- **Required:**
  City Council is required to authorize salary and/or classification changes to Pay Plans, in accordance with the City of Redmond Personnel Manual Section 7.10.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Approval by City Council is being sought for the following Pay Plan changes:

AFSCME. In accordance with AFSCME's CBA that was negotiated with the union and approved by City Council in 2024, the 2026 COLA for AFSCME "A" and "AF-S" Pay Plans are provided following the AFSCME percentage of 2.3%, based on first half 2025 CPI-W, with a minimum of 2% and a maximum of 5%.

Non-Represented. Changes to non-represented "EO," "E," "N," "N-S," and "G-S" Pay Plans are provided a 2026 COLA increase. The increases are to ensure those salary ranges remain within market. Changes to the "EO" Pay Plan include a 2026 COLA increase of 2.3%, based on first half 2025 CPI-W, with a minimum of 2% and a maximum of 5%. Changes to the "E," "N," "N-S," and "G-S" Pay Plans include a 2026 COLA increase of 3.8%. Changes to the "E" Pay Plan include adding a new classification titled Assistant Chief Operating Officer. Additionally, the salary grades on Pay Plan "E" have been adjusted by market and the following titles have been updated and/or moved to new salary grades: City Attorney, Parks & Recreation Director, Deputy City Attorney, Deputy Fire Director, Deputy Public Works Director, and Deputy Chief Information Officer. Changes to the "N" and "N-S" Pay Plans include adding new classifications titled Paralegal, Financial Analyst-Principal, and Human Resources Generalist. Additionally, the salary grades on Pay Plan "N" have been adjusted by market and the following titles have been moved to new salary grades: City Engineer, Information Services Manager, Security Compliance Manager, Planning Manager, Public Works Maintenance Manager, Utilities Manager, Public Safety Communications Manager, Police Support Services Manager, DEI Program Advisor, Human Resources Analyst - Senior, Real Property Manager, Police Crime Analyst (Limited Duration), and Police Program Coordinator (Limited Duration). The following titles have been eliminated from Pay Plan "N": Purchasing/Contracting Manager and Payroll Analyst.

Police Commissioned. In accordance with the Police Commissioned CBA that was negotiated with the union and approved by City Council in 2024, the 2026 COLA for the "P" Pay Plan will be 2.3%, based on first half 2025 CPI-W, with a minimum of 2% and a maximum of 5%.

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:
Finance included COLAs and salary adjustments in the 2025-2026 Budget documentation that was presented to Council. This means effective January 1, 2026, salary adjustments are budgeted for and can be provided to employees in the Pay Plans listed above.

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
12/2/2025	Business Meeting	Approve

Time Constraints:
Implementation of wage and salary range changes is targeted for January 1, 2026. Approval in 2025 will allow HR and Payroll staff time to complete the required communicating, processing, and implementing of the changes without the need for retroactive pay.

ANTICIPATED RESULT IF NOT APPROVED:
If not immediately approved or approval is substantially delayed, the result will be calculating retroactive pay, which could result in payroll processing errors due to the complexity of retro-calculations to January 1, 2026. If not approved at all, then there will be no Pay Plan changes/COLA adjustments, resulting in the union groups filing multiple unfair labor practices (ULPs) against the City for failure to negotiate changes in working conditions (pay) to their CBAs, overall loss of market wage competitiveness, and a potential impact to employee retention, especially for non-represented employees. Annual Pay Plan updates must be implemented in accordance with the union CBAs that have previously been negotiated with the unions and approved by City Council. Any delays to implementation must be negotiated with the unions prior to the change being effective, with non-represented employees being treated similarly.

ATTACHMENTS:

Attachment A: Presentation

Attachment B: Proposed Salary Ordinance for AFSCME and AFSCME Supplemental Pay Plans
Exhibit 1: 2026 AFSCME Pay Plan “A”
Exhibit 2: 2026 AFSCME Pay Plan “AF-S”

Attachment C: Proposed Salary Ordinance for Executive Pay Plan
Exhibit 1: 2026 Executive Pay Plan “E”

Attachment D: Proposed Salary Ordinance for Non-Represented and Non-Represented Supplemental Pay Plans
Exhibit 1: 2026 Non-Represented Pay Plan "N"
Exhibit 2: 2026 Non-Represented Supplemental Pay Plan “N-S”

Attachment E: Proposed Salary Ordinance for General Supplemental Pay Plan
Exhibit 1: 2026 General Supplemental Pay Plan “G-S”

Attachment F: Proposed Salary Ordinance for Elected Official Pay Plan
Exhibit 1: 2026 Elected Official Pay Plan “EO”

Attachment G: Proposed Salary Ordinance for Police Commissioned Pay Plan
Exhibit 1: 2026 Police Commissioned Pay Plan “P”

Personnel Manual/ 2026 Pay Plans

November 18, 2025

Cathryn Laird, Human Resources Director

Redmond
WASHINGTON

Purpose

- **Personnel Manual**
  - Council review edits to the Personnel Manual and approve to go on Council Consent on December 2.
  - Council receive additional edits to the Personnel Manual that are informational for the Council.

- **2026 Pay Plans**
  - Council review updated 2026 pay plans and approve to go on Council Consent on December 2.

Personnel Manual Project

- Purpose of this Project:

  To edit the Personnel Manual to ensure consistent language across all employee groups, clarify existing language and processes, and/or remain legally compliant.

- Why Important to Update Now:

  Recent updates to six successor collective bargaining agreements highlight the need to update the Personnel Manual.

Requires Council Approval

Benefit Changes

PM 1.40 Changing the Manual
PM 7.20 Rates of Pay
PM 7.75 MERP Contributions
PM 9.30 Sick Leave
PM 9.60 Bereavement Leave
PM 9.70 Military Leave
PM 9.130 Leave without Pay
PM 9.140 Shared Leave
PM 10.20 Employee Recognition
PM 13.35 Death of Employee
PM 13.60 Last Day Worked

Informational Council Review

Language Updates

PM 2.10 Non-Discrimination

PM 3.70 Rehiring Former EE Reimbursement

PM 5.90 Benefits

PM 6.50 Reclassification

PM 7.70 Merit Pay Increases

PM 9.20 Vacation Leave

PM 9.80 FMLA

PM 10.10 Performance Appraisals

PM 10.40 Tuition

PM 11.200 Info Tech Usage

PM 13.40 Retirement

PM 13.50 Separation Pay

PM 13.70 Retirement Bonus Pay

PM 14.70 EE Records Disclosure

Pay Plan Updates Project

- Purpose of this Project:

  To conduct market analyses on the non-represented pay plans and corresponding updates to the pay plans.

  To update represented pay plans in accordance with the existing collective bargaining agreements.

- Why Important to Update Now:

  All changes are effective January 1, 2026, in accordance with CBA language and past practice timing.

Non-Represented – 2026 Pay Plans

COLA Provided and Why

Pay Plan	2026 COLA	Reason
EO = Elected Officials	2.3%	Salary Commission Ordinance 3166 Council Ordinance 3173
E = Directors/Deputy Directors	3.8%	Follow Non-Reps to ensure appropriate pay differential between levels of management.
N = Non-Represented (Managers/Supervisors/Confidential Employees)	3.8%	Follow RCHEA as a standard practice, complete market analysis, and appropriate pay differential exists between non-management and management staff.
G-S = General Supplemental	3.8%	Follow Non-Reps, which is a subset of the N pay plan.

Represented – 2026 Pay Plans

COLA Provided and Why

Pay Plan	2026 COLA	Reason
A = AFSCME AF-S = AFSCME Supplemental	2.3%	In accordance with their Collective Bargaining Agreement to follow First Half 2025 Consumer Price Index-W
P = Police Officer, Corporal, Sergeant	2.3%	In accordance with their Collective Bargaining Agreement to follow First Half 2025 Consumer Price Index-W

Thank You

Any Questions?

Cathryn Laird / claird@redmond.gov

Redmond
WASHINGTON

Attachment B

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLANS "A" AND "AF-S," IN ORDER TO SET SALARIES FOR EMPLOYEES COVERED BY THE AFSCME BARGAINING UNIT FOR THE YEAR 2026; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Pay Plan "A" and the Supplemental Pay Plan "AF-S" were established and put into effect as agreed to through the collective bargaining process;

WHEREAS, the latest salary ranges will now be adjusted and salaries increased in accordance with the AFSCME collective bargaining agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan "A" Amended. Effective January 1, 2026, Pay Plan "A" covering employees represented by Washington State Council of County and City Employees Local 21-RD (AFSCME) is hereby amended and the salary ranges increased 2.3 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3198. In conjunction with the adjustment of the salary ranges, the salaries of employees covered by the "A" pay plan will be increased across-the-board 2.3 percent. The amended Pay Plan is

attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Pay Plan "AF-S" Amended. Effective January 1, 2026, the salary ranges in Pay Plan "AF-S," the AFSCME Supplemental Pay Plan, are adjusted to increase the salary ranges 2.3 percent, to within eighty percent (80%) and one-hundred twenty percent (120%) of the salary range minimum for the comparable classifications in Pay Plan "A," above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3198. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 3. 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 4. Effective Date. This ordinance shall take effect 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 _____, 2025.

CITY OF REDMOND

_____
MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

_____
CITY CLERK, CHERYL XANTHOS, MMC (SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____

Redmond
WASHINGTON

2026 PAY PLAN "A" - AFSCME

Ordinance No.
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit
Effective Jan. 1, 2026

			Monthly			Annually		
Grade	**FLSA**	**Position Title**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
A5	NE	Maintenance Aide	$4,771.27	$5,485.84	$6,200.40	$57,255.26	$65,830.05	$74,404.84
A8/11	NE	Maintenance Technician	$5,809.62	$7,263.30	$8,716.98	$69,715.40	$87,159.60	$104,603.80
A10	NE	Small Equipment Auto Service Worker	$6,225.98	$7,160.49	$8,095.00	$74,711.74	$85,925.86	$97,139.99
A17	NE	Inventory Control Specialist	$6,348.74	$7,301.15	$8,253.56	$76,184.86	$87,613.81	$99,042.77
A18	NE	Water Quality Cross Connection Specialist	$7,232.61	$8,317.50	$9,402.39	$86,791.32	$99,810.02	$112,828.72
A19	NE	HVAC Technician	$7,290.92	$8,385.02	$9,479.12	$87,491.05	$100,620.23	$113,749.42
A13	NE	Utility Systems Technician	$7,275.58	$8,366.09	$9,456.61	$87,306.91	$100,393.13	$113,479.34
A20	NE	Water Quality Analyst	$7,327.75	$8,426.45	$9,525.15	$87,932.99	$101,117.41	$114,301.84
A21	NE	Traffic Signal Technician	$7,344.12	$8,446.40	$9,548.68	$88,129.40	$101,356.79	$114,584.18
A14	NE	Lead Maintenance Worker	$7,418.80	$8,717.49	$10,016.19	$89,025.55	$104,609.93	$120,194.32
A12	NE	Mechanic	$7,444.37	$8,560.98	$9,677.58	$89,332.45	$102,731.71	$116,130.96
A22	NE	Fleet Ops Lead	$7,737.97	$8,898.05	$10,058.14	$92,855.66	$106,776.65	$120,697.63
A15	NE	Lead Traffic Signal Technician	$7,786.05	$8,952.78	$10,119.52	$93,432.64	$107,433.41	$121,434.19
A15	NE	ITS Network Technician	$7,786.05	$8,952.78	$10,119.52	$93,432.64	$107,433.41	$121,434.19

Redmond
WASHINGTON

2026 Pay Plan "AF-S" AFSCME Supplemental

Ordinance No.
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit
Effective Jan. 1, 2026

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
SA5	NE	Maintenance Aide	$22.02	$27.53	$33.03
SA8/11	NE	Maintenance Technician	$26.81	$33.52	$40.22
SA10	NE	Small Equipment Auto Service Worker	$28.74	$35.92	$43.10
SA17	NE	Inventory Control Specialist	$29.30	$36.63	$43.95
SA18	NE	Water Quality Cross Connection Specialist	$33.38	$41.73	$50.07
SA19	NE	HVAC Technician	$33.65	$42.06	$50.48
SA13	NE	Utility Systems Technician	$33.58	$41.97	$50.37
SA20	NE	Water Quality Analyst	$33.82	$42.28	$50.73
SA21	NE	Traffic Signal Technician	$33.90	$42.37	$50.84
SA14	NE	Lead Maintenance Worker	$34.24	$42.80	$51.36
SA12	NE	Mechanic	$34.36	$42.95	$51.54
SA22	NE	Fleet Ops Lead	$35.71	$44.64	$53.57
SA15	NE	Lead Traffic Signal Technician	$35.94	$44.92	$53.90
SA15	NE	ITS Network Technician	$35.94	$44.92	$53.90

*All supplemental employees are marked as non-exempt because they are paid on an hourly basis. This does not impact the FLSA status of the positions on the regular employee pay plan.

NON-CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLAN "E" IN ORDER TO SET SALARIES FOR THE EXECUTIVE EMPLOYEES FOR THE YEAR 2026; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the respective pay plan for executive employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan Amended. (A) Effective January 1, 2026, Pay Plan "E" covering executive employees is hereby amended and the salary ranges increased 3.8 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3200. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by Pay Plan "E" will be increased across-the-board 3.8 percent up to the maximum salary of the employee's pay band.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2026, the following classification is created and added to the Pay Plan "E": Assistant Chief Operating Officer.

C) Effective January 1, 2026, the salary grades on Pay Plan "E" have been adjusted by market and the following titles have been updated and/or moved to new salary grades: City Attorney, Parks & Recreation Director, Deputy City Attorney, Deputy Fire Director, Deputy Public Works Director, and Deputy Chief Information Officer.

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 or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect 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 _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM

_____
DANIEL P. KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____

Redmond
WASHINGTON

2026 Pay Plan "E" - Executive

Ordinance No.
Effective January 1, 2026

			Monthly			Annual		
Grade	**FLSA**	**Classification**	**Minimum**	**Midpoint**	**Maximum**	**Minimum**	**Midpoint**	**Maximum**
EX35			$22,399.35	$24,223.81	$26,048.26	$268,792.18	$290,685.67	$312,579.17
EX35	E	Chief Operating Officer						
EX30			$16,706.35	$19,741.85	$22,777.35	$200,476.21	$236,902.22	$273,328.24
EX30	E	Assistant Chief Operating Officer *(New)*						
EX30	E	City Attorney *(Moved from EX25)*						
EX30	E	Fire Chief						
EX30	E	Police Chief						
EX25			$15,235.76	$18,282.81	$21,329.86	$182,829.17	$219,393.76	$255,958.34
EX25	E	Public Works Director						
EX25	E	Parks & Recreation Director *(Updated title and moved from EX20)*						
~~EX25~~	~~E~~	~~City Attorney~~						
EX20			$15,164.12	$17,904.79	$20,645.47	$181,969.45	$214,857.54	$247,745.63
EX20	E	Chief Information Officer						
EX20	E	Finance Director						
EX20	E	Human Resources Director						
~~EX20~~	~~E~~	~~Parks Director~~						
EX20	E	Planning & Community Development Director						
EX15			$16,550.86	$18,472.95	$20,395.05	$198,610.35	$221,675.45	$244,740.55
EX15	E	Deputy City Attorney *(Moved from EX05)*						
EX15	E	Deputy Fire Chief						
EX15	E	Deputy Fire Director *(Moved from EX05)*						
EX15	E	Deputy Police Chief						
EX10			$14,000.98	$16,368.52	$18,736.07	$168,011.72	$196,422.30	$224,832.88
EX10	E	Deputy Public Works Director/~~City Engineer~~ *(Updated title and moved from EX05)*						
EX10	E	Deputy Chief Information Officer ~~Tech & Information Services (TIS) Director~~ *(Update title)*						
EX05			$13,489.16	$15,863.88	$18,238.61	$161,869.87	$190,366.61	$218,863.34
EX05	E	Deputy Executive Department Director						
EX05	E	Deputy Finance Director						
~~EX05~~	~~E~~	~~Deputy Fire Director~~						
EX05	E	Deputy Human Resources Director						
EX05	E	Deputy Parks Director						
EX05	E	Deputy Planning & Community Dev (PCD) Director						
~~EX05~~	~~E~~	~~Deputy City Attorney~~						
~~EX05~~	~~E~~	~~Deputy Public Works Director~~						

NON-CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLANS "N" AND "N-S," IN ORDER TO SET SALARIES FOR THE NON-REPRESENTED EMPLOYEES FOR THE YEAR 2026; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for non-represented employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan "N" Amended. (A) Effective January 1, 2026, Pay Plan "N" covering Non-Represented employees is hereby amended and the salary ranges increased 3.8 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3201. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "N" pay plan will be increased across-the-board 3.8 percent.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2026, the following classifications are created and added to the Pay Plan "N": Paralegal, Financial Analyst-Principal, and Human Resources Generalist.

C) Effective January 1, 2026, the salary grades on Pay Plan "N" have been adjusted by market and the following titles have been moved to new salary grades: City Engineer, Information Services Manager, Security Compliance Manager, Planning Manager, Public Works Maintenance Manager, Utilities Manager, Public Safety Communications Manager, Police Support Services Manager, DEI Program Advisor, Human Resources Analyst – Senior, Real Property Manager, Police Crime Analyst (Limited Duration), and Police Program Coordinator (Limited Duration).

D) Effective January 1, 2026, the following titles have been eliminated from Pay Plan "N": Purchasing/Contracting Manager and Payroll Analyst.

Section 2. Pay Plan "N-S" Amended. (A) Effective January 1, 2026, the salary ranges in Pay Plan "N-S", the Non-Represented Supplemental Pay Plan, are also adjusted to increase the salary ranges 3.8 percent, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "N," above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3201. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by "N-S" pay plan will be increased

across-the-board 3.8 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

(B) Effective January 1, 2026, the following classifications are created and added to the Pay Plan "N-S": Paralegal, Financial Analyst-Principal, and Human Resources Generalist.

C) Effective January 1, 2026, the salary grades on Pay Plan "N-S" have been adjusted by market and the following titles have been moved to new salary grades: City Engineer, Information Services Manager, Security Compliance Manager, Planning Manager, Public Works Maintenance Manager, Utilities Manager, Public Safety Communications Manager, Police Support Services Manager, DEI Program Advisor, Human Resources Analyst – Senior, Real Property Manager, Police Crime Analyst (Limited Duration), and Police Program Coordinator (Limited Duration).

D) Effective January 1, 2026, the following titles have been eliminated from Pay Plan "N-S": Purchasing/Contracting Manager and Payroll Analyst.

Section 3. 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 4. Effective Date. This ordinance shall take effect 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 _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM

_____
DANIEL P. KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:

ORDINANCE NO.: _____

Redmond
WASHINGTON

2026 Pay Plan "N" - Non-Represented Employees

Ordinance
Effective January 1, 2026

By Salary Band

			Monthly			Annual		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N60			$14,562.10	$16,601.77	$18,641.44	$174,745.22	$199,221.26	$223,697.30
N60	E	Police Captain						
N58			$13,073.70	$15,361.62	$17,649.55	$156,884.36	$184,339.46	$211,794.56
N58	E	City Engineer *(Moved from N55)*						
N58	E	Information Services Manager *(Moved from N55)*						
N58	E	Security Compliance Manager *(Moved from N55)*						
N55			$12,530.74	$14,722.99	$16,915.25	$150,368.83	$176,675.90	$202,982.98
N55	E	Chief Policy Advisor						
~~N55~~	~~E~~	~~City Engineer~~						
N55	E	Engineering Manager						
~~N55~~	~~E~~	~~Information Services Manager~~						
N55	E	Police Support Civilian Commander						
N55	E	Project Management Office Manager						
~~N55~~	~~E~~	~~Security Compliance Manager~~						
N55	E	Supervising Attorney						
N53			$11,716.77	$13,767.21	$15,817.65	$140,601.25	$165,206.52	$189,811.79
N53	E	Planning Manager *(Moved from N50)*						
N53	E	Public Works Maintenance Manager *(Moved from N50)*						
N53	E	Utilities Manager *(Moved from N50)*						
N50			$11,135.66	$13,085.03	$15,034.39	$133,627.97	$157,020.34	$180,412.70
N50	E	Construction Manager						
N50	E	Engineering Supervisor						
N50	E	Finance Manager						
N50	E	Parks Manager						
~~N50~~	~~E~~	~~Planning Manager~~						
~~N50~~	~~E~~	~~Public Works Maintenance Manager~~						
~~N50~~	~~E~~	~~Utilities Manager~~						
N45			$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N45	E	City Clerk						
N45	E	Executive Department Manager						
N45	E	Emergency Preparedness Manager						
N45	E	Human Resources Manager						
N45	E	Information Services Supervisor						
N45	E	Public Safety Communications Manager *(Moved from N40)*						
~~N45~~	~~E~~	~~Purchasing/Contracting Manager~~ *(Eliminate classification)*						
N45	E	Utilities Supervisor						
N43			$9,968.17	$11,712.62	$13,457.06	$119,618.08	$140,551.43	$161,484.77
N43	E	Police Support Services Manager *(Moved from N40)*						
N40			$9,619.15	$11,302.78	$12,986.42	$115,429.75	$135,633.38	$155,837.02
~~N40~~	~~E~~	~~Public Safety Communications Manager~~						
N40	E	Financial Analyst - Principal *(NEW)*						
N40	E	Deputy Prosecuting Attorney						
~~N40~~	~~E~~	~~Police Support Services Manager~~						
N40	E	Community Health Manager						

Redmond
WASHINGTON

2026 Pay Plan "N" - Non-Represented Employees

Ordinance
Effective January 1, 2026

By Salary Band

			Monthly			Annual		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N35			$9,242.53	$10,859.99	$12,477.45	$110,910.30	$130,319.86	$149,729.42
N35	E	Executive Department Supervisor						
N35	E	Development Services Supervisor						
~~N35~~	~~E~~	~~Diversity Equity Inclusion Program Advisor~~						
N35	E	Financial Analyst - Senior						
N35	E	Inspection Supervisor						
N35	E	Maintenance and Operations Supervisor						
N35	E	Management Analyst - Senior						
N35	E	Program Manager						
~~N35~~	~~E~~	~~Real Property Manager~~						
N33			$8,684.17	$10,203.93	$11,723.69	$104,210.01	$122,447.15	$140,684.29
N33	E	DEI Program Advisor *(Moved down from N35)*						
N33	E	Human Resources Analyst - Senior *(Moved from N30)*						
N33	E	Real Property Manager *(Moved down from N35)*						
N30			$8,534.44	$10,027.60	$11,520.76	$102,413.23	$120,331.19	$138,249.14
N30	E	Administrative Supervisor						
N30	E	Behavioral Health Professional						
N30	E	Finance Supervisor						
~~N30~~	~~E~~	~~Human Resources Analyst - Senior~~						
N30	E	Grant Supervisor						
N30	E	Police Support Services Supervisor						
N30	E	Parks Supervisor						
N25			$7,787.08	$9,149.45	$10,511.83	$93,444.91	$109,793.41	$126,141.91
N25	NE	Human Resources Analyst						
N25	NE	Human Resources Generalist *(NEW)*						
N25	NE	Risk Program Coordinator						
N20			$7,556.38	$8,878.71	$10,201.03	$90,676.57	$106,544.47	$122,412.38
N20	E	Executive Analyst						
N20	E	Financial Analyst						
N18			$7,145.68	$8,396.21	$9,646.74	$85,748.14	$100,754.51	$115,760.87
N18	NE	Police Crime Analyst (Limited Duration) *(Moved from N15)*						
N18	NE	Police Program Coordinator (Limited Duration) *(Moved from N15)*						
N15			$6,957.71	$8,175.29	$9,392.86	$83,492.57	$98,103.46	$112,714.34
N15	NE	Department Administrative Coordinator						
N15	NE	Paralegal *(NEW)*						
~~N15~~	~~NE~~	~~Police Crime Analyst (Limited Duration)~~						
~~N15~~	~~NE~~	~~Police Program Coordinator (Limited Duration)~~						
N10			$6,301.70	$7,404.05	$8,506.41	$75,620.38	$88,848.65	$102,076.92
N10	NE	Accounting Associate - Senior						
N10	NE	Administrative Specialist						
~~N10~~	~~NE~~	~~Payroll Analyst~~ *(Eliminate classification)*						
N05			$5,896.53	$6,928.43	$7,960.34	$70,758.38	$83,141.21	$95,524.03
N05	NE	Administrative Assistant						

Redmond
WASHINGTON

2026 Pay Plan "N" - Non-Represented Employees

Ordinance
Effective January 1, 2026

By Classification

			Monthly			Annual		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N10	NE	Accounting Associate - Senior	$6,301.70	$7,404.05	$8,506.41	$75,620.38	$88,848.65	$102,076.92
N05	NE	Administrative Assistant	$5,896.53	$6,928.43	$7,960.34	$70,758.38	$83,141.21	$95,524.03
N10	NE	Administrative Specialist	$6,301.70	$7,404.05	$8,506.41	$75,620.38	$88,848.65	$102,076.92
N30	E	Behavioral Health Professional	$8,534.44	$10,027.60	$11,520.76	$102,413.23	$120,331.19	$138,249.14
N30	E	Administrative Supervisor	$8,534.44	$10,027.60	$11,520.76	$102,413.23	$120,331.19	$138,249.14
N55	E	Chief Policy Advisor	$12,530.74	$14,722.99	$16,915.25	$150,368.83	$176,675.90	$202,982.98
N45	E	City Clerk	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N58	E	City Engineer	$13,073.70	$15,361.62	$17,649.55	$156,884.36	$184,339.46	$211,794.56
N40	E	Community Health Manager	$9,619.15	$11,302.78	$12,986.42	$115,429.75	$135,633.38	$155,837.02
N50	E	Construction Manager	$11,135.66	$13,085.03	$15,034.39	$133,627.97	$157,020.34	$180,412.70
N15	NE	Department Administrative Coordinator	$6,957.71	$8,175.29	$9,392.86	$83,492.57	$98,103.46	$112,714.34
N40	E	Deputy Prosecuting Attorney	$9,619.15	$11,302.78	$12,986.42	$115,429.75	$135,633.38	$155,837.02
N35	E	Development Services Supervisor	$9,101.18	$10,694.00	$12,286.81	$109,214.21	$128,327.94	$147,441.67
N33	E	Diversity Equity Inclusion Program Advisor	$8,684.17	$10,203.93	$11,723.69	$104,210.01	$122,447.15	$140,684.29
N45	E	Emergency Preparedness Manager	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N55	E	Engineering Manager	$12,530.74	$14,722.99	$16,915.25	$150,368.83	$176,675.90	$202,982.98
N50	E	Engineering Supervisor	$11,135.66	$13,085.03	$15,034.39	$133,627.97	$157,020.34	$180,412.70
N20	E	Executive Analyst	$7,398.86	$8,694.29	$9,989.71	$88,786.37	$104,331.46	$119,876.54
N45	E	Executive Department Manager	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N35	E	Executive Department Supervisor	$9,101.18	$10,694.00	$12,286.81	$109,214.21	$128,327.94	$147,441.67
N50	E	Finance Manager	$11,135.66	$13,085.03	$15,034.39	$133,627.97	$157,020.34	$180,412.70
N30	E	Finance Supervisor	$8,534.44	$10,027.60	$11,520.76	$102,413.23	$120,331.19	$138,249.14
N20	E	Financial Analyst	$7,398.86	$8,694.29	$9,989.71	$88,786.37	$104,331.46	$119,876.54
N35	E	Financial Analyst - Senior	$9,101.18	$10,694.00	$12,286.81	$109,214.21	$128,327.94	$147,441.67
N40	E	Financial Analyst - Principal (NEW)	$9,619.15	$11,302.78	$12,986.42	$115,429.75	$135,633.38	$155,837.02
N30	E	Grant Supervisor	$8,534.44	$10,027.60	$11,520.76	$102,413.23	$120,331.19	$138,249.14
N25	NE	Human Resources Analyst	$7,787.08	$9,149.45	$10,511.83	$93,444.91	$109,793.41	$126,141.91
N25	NE	Human Resources Generalist	$7,787.08	$9,149.45	$10,511.83	$93,444.91	$109,793.41	$126,141.91
N33	E	Human Resources Analyst - Senior	$8,684.17	$10,203.93	$11,723.69	$104,210.01	$122,447.15	$140,684.29
N45	E	Human Resources Manager	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N58	E	Information Services Manager	$13,073.70	$15,361.62	$17,649.55	$156,884.36	$184,339.46	$211,794.56
N45	E	Information Services Supervisor	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N35	E	Inspection Supervisor	$9,101.18	$10,694.00	$12,286.81	$109,214.21	$128,327.94	$147,441.67
N35	E	Maintenance and Operations Supervisor	$9,101.18	$10,694.00	$12,286.81	$109,214.21	$128,327.94	$147,441.67
N35	E	Management Analyst - Senior	$9,101.18	$10,694.00	$12,286.81	$109,214.21	$128,327.94	$147,441.67
N15	NE	Paralegal (NEW)	$6,957.71	$8,175.29	$9,392.86	$83,492.57	$98,103.46	$112,714.34
N50	E	Parks Manager	$11,135.66	$13,085.03	$15,034.39	$133,627.97	$157,020.34	$180,412.70
N30	E	Parks Supervisor	$8,534.44	$10,027.60	$11,520.76	$102,413.23	$120,331.19	$138,249.14
~~N10~~	~~NE~~	~~Payroll Analyst~~	$6,301.70	$7,404.05	$8,506.41	$75,620.38	$88,848.65	$102,076.92
N53	E	Planning Manager	$11,716.77	$13,767.21	$15,817.65	$140,601.25	$165,206.52	$189,811.79
N60	E	Police Captain	$14,562.10	$16,601.77	$18,641.44	$174,745.22	$199,221.26	$223,697.30
N18	NE	Police Crime Analyst (Limited Duration)	$7,145.68	$8,396.21	$9,646.74	$85,748.14	$100,754.51	$115,760.87
N18	NE	Police Program Coordinator (Limited Duration)	$7,145.68	$8,396.21	$9,646.74	$85,748.14	$100,754.51	$115,760.87
N55	E	Police Support Civilian Commander	$12,530.74	$14,722.99	$16,915.25	$150,368.83	$176,675.90	$202,982.98
N43	E	Police Support Services Manager	$9,968.17	$11,712.62	$13,457.06	$119,618.08	$140,551.43	$161,484.77
N30	E	Police Support Services Supervisor	$8,534.44	$10,027.60	$11,520.76	$102,413.23	$120,331.19	$138,249.14
N35	E	Program Manager	$9,101.18	$10,694.00	$12,286.81	$109,214.21	$128,327.94	$147,441.67
N55	E	Project Management Office Manager	$12,530.74	$14,722.99	$16,915.25	$150,368.83	$176,675.90	$202,982.98
N45	E	Public Safety Communications Manager	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N53	E	Public Works Maintenance Manager	$11,716.77	$13,767.21	$15,817.65	$140,601.25	$165,206.52	$189,811.79
~~N45~~	~~E~~	~~Purchasing/Contracting Manager~~	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,008.42
N33	E	Real Property Manager	$8,684.17	$10,203.93	$11,723.69	$104,210.01	$122,447.15	$140,684.29
N25	NE	Risk Program Coordinator	$7,787.08	$9,149.45	$10,511.83	$93,444.91	$109,793.41	$126,141.91
N58	E	Security Compliance Manager	$13,073.70	$15,361.62	$17,649.55	$156,884.36	$184,339.46	$211,794.56
N55	E	Supervising Attorney	$12,530.74	$14,722.99	$16,915.25	$150,368.83	$176,675.90	$202,982.98
N53	E	Utilities Manager	$11,716.77	$13,767.21	$15,817.65	$140,601.25	$165,206.52	$189,811.79
N45	E	Utilities Supervisor	$10,555.42	$12,403.06	$14,250.70	$126,665.06	$148,836.74	$171,00

Redmond
WASHINGTON

2026 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No.
Effective January 1, 2026

By Salary Band

			Hourly		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum
SNR60			$67.21	$79.81	$92.41
	NE*	Police Captain			
SNR58			$60.34	$71.65	$82.97
	NE*	City Engineer			
	NE*	Information Services Manager			
	NE*	Security Compliance Manager			
SNR55			$57.83	$68.68	$79.52
	NE*	Chief Policy Advisor			
	~~NE*~~	~~City Engineer~~			
	NE*	Engineering Manager			
	~~NE*~~	~~Information Services Manager~~			
	NE*	Police Support Civilian Commander			
	NE*	Project Management Office Manager			
	~~NE*~~	~~Security Compliance Manager~~			
	NE*	Supervising Attorney			
SNR53			$54.08	$64.22	$74.36
	NE*	Planning Manager			
	NE*	Public Works Maintenance Manager			
	NE*	Utilities Manager			
SNR50			$51.40	$61.03	$70.67
	NE*	Construction Manager			
	NE*	Engineering Supervisor			
	NE*	Finance Manager			
	NE*	Parks Manager			
	~~NE*~~	~~Planning Manager~~			
	~~NE*~~	~~Public Works Maintenance Manager~~			
	~~NE*~~	~~Utilities Manager~~			
SNR45			$48.72	$57.85	$66.99
	NE*	City Clerk			
	NE*	Executive Department Manager			
	NE*	Emergency Preparedness Manager			
	NE*	Human Resources Manager			
	NE*	Information Services Supervisor			

Redmond
WASHINGTON

2026 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No.
Effective January 1, 2026

	NE* Public Safety Communications Manager			
	~~NE*~~ ~~Purchasing/Contracting Manager~~			
	NE* Utilities Supervisor			
SNR43		$46.01	$54.63	$63.26
	NE* Police Support Services Manager			
SNR40		$44.40	$52.72	$61.04
	~~NE*~~ ~~Public Safety Communications Manager~~			
	NE* Deputy Prosecuting Attorney			
	NE* Financial Analyst - Principal (NEW)			
	NE* Police Support Services Manager			
	NE* Community Health Manager			
SNR35		$42.66	$50.66	$58.65
	NE* Executive Department Supervisor			
	NE* Development Services Supervisor			
	~~NE*~~ ~~Diversity Equity Inclusion Program Advisor~~			
	NE* Financial Analyst - Senior			
	NE* Inspection Supervisor			
	NE* Maintenance and Operations Supervisor			
	NE* Management Analyst - Senior			
	NE* Program Manager			
	~~NE*~~ ~~Real Property Manager~~			

Redmond
WASHINGTON

2026 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No.
Effective January 1, 2026

By Salary Band

			Hourly		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum
SNR33			$40.08	$47.60	$55.11
	NE*	DEI Program Advisor			
	NE*	Human Resources Analyst - Senior			
	NE*	Real Property Manager			
SNR30			$39.39	$46.78	$54.16
	NE*	Administrative Supervisor			
	NE*	Behavioral Health Professional			
	NE*	Finance Supervisor			
	NE*	~~Human Resources Analyst - Senior~~			
	NE*	Grant Supervisor			
	NE*	Police Support Services Supervisor			
	NE*	Parks Supervisor			
SNR25			$35.94	$42.68	$49.42
	NE	Human Resources Analyst			
	NE	Human Resources Generalist			
	NE	Risk Program Coordinator			
SNR20			$34.88	$41.41	$47.95
	NE*	Executive Analyst			
	NE*	Financial Analyst			
SNR18			$32.98	$39.16	$45.35
	NE	Police Crime Analyst (Limited Duration)			
	NE	Police Program Coordinator (Limited Duration)			
SNR15			$32.11	$38.13	$44.15
	NE	Department Administrative Coordinator			
	NE	Paralegal (NR)			
	~~NE~~	~~Police Crime Analyst (Limited Duration)~~			
	~~NE~~	~~Police Program Coordinator~~			
SNR10			$29.08	$34.54	$39.99
	NE	Accounting Associate - Senior			
	NE	Administrative Specialist			
	~~NE~~	~~Payroll Analyst~~			

Redmond
WASHINGTON

2026 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No.
Effective January 1, 2026

SNR05		$27.21	$32.32	$37.42
	NE Administrative Assistant			

Redmond
WASHINGTON

2026 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No.
Effective January 1, 2026

By Classification

			Monthly		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum
SNR10	NE	Accounting Associate - Senior	$29.08	$34.54	$39.99
SNR05	NE	Administrative Assistant	$26.86	$31.90	$36.94
SNR10	NE	Administrative Specialist	$29.08	$34.54	$39.99
SNR30	NE*	Administrative Supervisor	$39.39	$46.78	$54.16
SNR30	NE*	Behavioral Health Professional	$39.39	$46.78	$54.16
SNR55	NE*	Chief Policy Advisor	$57.83	$68.68	$79.52
SNR45	NE*	City Clerk	$48.72	$57.85	$66.99
SNR58	NE*	City Engineer	$60.34	$71.65	$82.97
SNR40	NE*	Community Health Manager	$44.40	$52.72	$61.04
SNR50	NE*	Construction Manager	$51.40	$61.03	$70.67
SNR15	NE	Department Administrative Coordinator	$32.11	$38.13	$44.15
SNR40	NE*	Deputy Prosecuting Attorney	$44.40	$52.72	$61.04
SNR35	NE*	Development Services Supervisor	$42.01	$49.88	$57.76
SNR33	NE*	Diversity Equity Inclusion Program Advisor	$40.08	$47.60	$55.11
SNR45	NE*	Emergency Preparedness Manager	$48.72	$57.85	$66.99
SNR55	NE*	Engineering Manager	$57.83	$68.68	$79.52
SNR50	NE*	Engineering- Supervisor	$51.40	$61.03	$70.67
SNR20	NE*	Executive Analyst	$34.15	$40.55	$46.95
SNR45	NE*	Executive Department Manager	$48.72	$57.85	$66.99
SNR35	NE*	Executive Department Supervisor	$42.01	$49.88	$57.76
SNR50	NE*	Finance Manager	$51.40	$61.03	$70.67
SNR30	NE*	Finance Supervisor	$39.39	$46.78	$54.16
SNR20	NE*	Financial Analyst	$34.15	$40.55	$46.95
SNR35	NE*	Financial Analyst - Senior	$42.01	$49.88	$57.76
SNR40	NE*	Financial Analyst - Principal (NEW)	$44.40	$52.72	$61.04
SNR30	NE*	Grant Supervisor	$39.39	$46.78	$54.16
SNR25	NE	Human Resources Analyst	$35.94	$42.68	$49.42
SNR25	NE	Human Resources Generalist	$35.94	$42.68	$49.42
SNR33	NE*	Human Resources Analyst - Senior	$40.08	$47.60	$55.11
SNR45	NE*	Human Resources Manager	$48.72	$57.85	$66.99
SNR58	NE*	Information Services Manager	$60.34	$71.65	$82.97
SNR45	NE*	Information Services Supervisor	$48.72	$57.85	$66.99
SNR35	NE*	Inspection Supervisor	$42.01	$49.88	$57.76
SNR35	NE*	Maintenance and Operations Supervisor	$42.01	$49.88	$57.76
SNR35	NE*	Management Analyst - Senior	$42.01	$49.88	$57.76
SNR15	NE*	Paralegal (NR)	$32.11	$38.13	$44.15
SNR50	NE*	Parks Manager	$51.40	$61.03	$70.67
SNR30	NE*	Parks Supervisor	$39.39	$46.78	$54.16
~~SNR10~~	~~NE~~	~~Payroll Analyst~~	$29.08	$34.54	$39.99

Redmond
WASHINGTON

2026 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No.
Effective January 1, 2026

SNR53	NE*	Planning Manager	$54.08	$64.22	$74.36
SNR60	NE*	Police Captain	$67.21	$79.81	$92.41
SNR18	NE	Police Crime Analyst (Limited Duration)	$32.98	$39.16	$45.35
SNR18	NE	Police Program Coordinator	$32.98	$39.16	$45.35
SNR55	NE*	Police Support Civilian Commander	$57.83	$68.68	$79.52
SNR43	NE*	Police Support Services Manager	$46.01	$54.63	$63.26
SNR30	NE*	Police Support Services Supervisor	$39.39	$46.78	$54.16
SNR35	NE*	Program Manager	$42.01	$49.88	$57.76
SNR55	NE*	Project Management Office Manager	$57.83	$68.68	$79.52
SNR45	NE*	Public Safety Communications Manager	$48.72	$57.85	$66.99
SNR53	NE*	Public Works Maintenance Manager	$54.08	$64.22	$74.36
~~SNR45~~	~~NE*~~	~~Purchasing/Contracting Manager~~	$48.72	$57.85	$66.99
SNR33	NE*	Real Property Manager	$40.08	$47.60	$55.11
SNR25	NE	Risk Program Coordinator	$35.94	$42.68	$49.42
SNR58	NE*	Security Compliance Manager	$60.34	$71.65	$82.97
SNR55	NE*	Supervising Attorney	$57.83	$68.68	$79.52
SNR53	NE*	Utilities Manager	$54.08	$64.22	$74.36
SNR45	NE*	Utilities Supervisor	$48.72	$57.85	$66.99

NON-CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLAN "G-S" IN ORDER TO SET SALARIES FOR THE GENERAL SUPPLEMENTAL EMPLOYEES FOR THE YEAR 2026; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for general supplemental employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan "G-S" Amended. Effective January 1, 2026, Pay Plan "G-S" covering general supplemental employees is hereby amended and the salary ranges adjusted 3.8 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3202. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "G-S" pay plans will be increased across-the-board 3.8 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

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 or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect 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 _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM

_____
DANIEL P. KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____

Redmond
WASHINGTON

2026 Pay Plan "G-S" - General Supplemental

Ordinance No.
Effective January 1, 2026

			Hourly		
Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
S23	NE	Farm Animal Caretaker	$18.76	$21.44	$24.12
S24	NE	Recreation Aide	$18.76	$21.44	$24.12
S25	NE	Nutrition Assistant	$18.76	$22.11	$25.46
S26	NE	Beachfront Lifeguard	$20.10	$24.12	$28.14
S27	NE	Recreation Instructor	$20.10	$33.50	$46.90
S28	NE	Fitness Instructor	$20.10	$33.50	$46.90
S29	NE	Recreation Leader	$20.10	$24.12	$28.14
S30	NE	Guest Services Representative	$20.10	$24.12	$28.14
S31	NE	Equestrian Instructor	$21.43	$26.80	$32.16
S32	NE	Audio Visual Media Specialist	$21.43	$26.80	$32.16
S33	NE	Beachfront Assistant Manager	$22.77	$26.80	$30.82
S34	NE	Beachfront Manager	$24.12	$28.14	$32.16
S35	NE	Recreation Specialist	$24.12	$34.84	$45.56
S37	NE	Intern, High School	$18.04	$21.08	$24.12
S38	NE	Intern, College	$20.10	$25.12	$30.15
S39	NE	Intern, Graduate Program	$25.14	$32.67	$40.20

NON-CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING PAY PLAN "EO" IN ORDER TO SET SALARIES FOR ELECTED OFFICIALS FOR THE YEAR 2026; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plan for Elected Officials.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan "EO" Amended. Effective January 1, 2026, Pay Plan "EO" covering Elected Officials is hereby amended and the salary ranges adjusted 2.3 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3203 and the 2024 Salary Commission Salary Schedule. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "EO" pay plan will be increased across-the-board 2.3 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

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 or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect 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 _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM

_____
DANIEL P. KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____

Redmond
WASHINGTON

2026 Pay Plan "EO" - Elected Officials

Ordinance No. 2111, 3166 & Salary Schedule filed with City Clerk October 15, 2024 (Council)
Effective January 1, 2026

Grade	FLSA	Classification	Monthly	Annually
EOC	NA	Council Member	$2,352.90	$28,234.80
EOCP	NA	Council President*	$2,352.90	$28,234.80

**Council President receives an additonal $200 premium per month*

Ordinance No. 2784, 2967, 3173 (Mayor)
Effective January 1, 2026

Grade	FLSA	Classification	Monthly	Annually
EOM	NA	Mayor	$14,492.84	$173,914.09

Attachment G

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE 2026 "P" PAY PLAN FOR EMPLOYEES COVERED BY THE TEAMSTERS LOCAL UNION NO. 117 REPRESENTING LAW ENFORCEMENT OFFICERS

WHEREAS, the City of Redmond completed labor contract negotiations with the Teamsters Local Union No. 117, representing Law Enforcement Officers; and

WHEREAS, Pay Plan "P" was established and put into effect the negotiated salary ranges agreed to through the collective bargaining process and adopted; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the Teamsters local Union No.117 bargaining unit, representing Law Enforcement Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan Adopted. Effective January 1, 2026, Pay Plan "P" covering all employees in the Law Enforcement Officers bargaining unit is hereby amended and the salary ranges adjusted 2.3 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3178. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by Pay Plan "P" will be increased across-the-board 2.3 percent. The

amended pay plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

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 or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect 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 _____, 2025.

CITY OF REDMOND

_____
MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____

Redmond
WASHINGTON

2026 PAY PLAN "P" - POLICE OFFICER, CORPORAL, AND SERGEANT

Ordinance No.
Effective Jan. 1, 2026
Teamsters Local Union No. 117

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
C1	NE	Police Officer	A	0-12m	$9,202.91	$110,434.90
			B	13-24m	$9,451.50	$113,417.96
			C	25-36m	$9,930.26	$119,163.13
			D	37-48m	$10,179.87	$122,158.48
			E	49m+	$10,657.61	$127,891.37
C2	NE	Corporal	A		$11,724.60	$140,695.24
C5	NE	Sergeant	A	0-12m	$13,047.34	$156,568.10
			B	13+	$13,438.13	$161,257.54

Memorandum

Date: 11/18/2025
Meeting of: City Council

File No. SPC 25-094
Type: Executive Session

Labor Negotiations [RCW 42.30.140(4)(b)] - 10 minutes

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

BID RESPONSE

Responding To:

Bid/Project Number: RFP 10878-25

Bid/Project Title: Business License Process, Policy and Compliance Evaluation and Recommendation

Closing Date: 09/10/2025 at 2:00pm PST

Submitted By:

Name of Company Submitting Response:
strategica, inc.

Printed Name of Person Submitting Response:
David Howe

Email:
dhowe1000@gmail.com

Signature of Person Submitting Response: Signed by: David Howe 5EDF0E07AA9A4CF...

Date:
9/10/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal

Attach all pages of your response here

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

proposal title

Proposal to Provide a Business License Process, Policy and Compliance Evaluation and Recommendation

RFP No. 10878-25

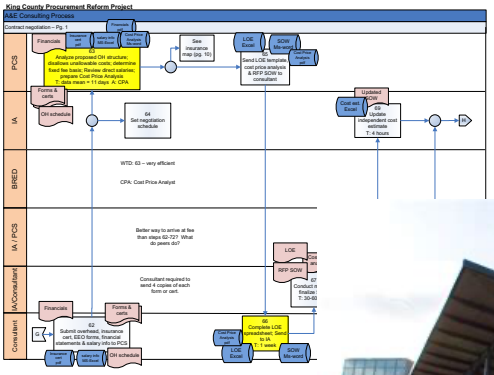
submitted to

City of Redmond

date sent

September 10, 2025

CityofRedmond
WASHINGTON



Lean Process improvement
Financial Modeling
Performance measurement
Performance Audits

STRATEGICA

strategica-usa.com

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Proposal to Provide a Business License Process, Policy and Compliance Evaluation and Recommendation

Table of Contents

Section	Page
Cover Letter	
Approach	1
Hours	8
Project Schedule	8
Project Lead and Team Qualifications	9
Subconsultants	13
Business Name	13
Business License	13
Valid Time Period	13
References	14
Work Samples	15
Cost	15

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

STRATEGICA

704 228th Ave NE #415
Sammamish, WA 98074
Tel: (425) 427-5269
www.strategica-usa.com

September 10, 2025

City of Redmond
15670 NE 85th Street
Redmond, WA 98073
ATTN: Heidi Johnson

Dear Ms. Johnson:

Thank you for considering Strategica, Inc. for your **RFP No. 10878-25 for Proposal to Provide Business License Process, Policy and Compliance Evaluation and Recommendation.** We have a long and successful history of providing high quality professional services to public agencies and special districts up and down the west coast. This includes numerous projects improving the efficiency and performance of permitting and licensing systems for municipalities in Washington State including Kirkland, Woodinville and Issaquah.

This proposal demonstrates the value we can bring to the City on this important project. Our team is local to western Washington, and has a proven track record consulting to cities, a full complement of consulting techniques and methods that can benefit the City including our experience with data mining and analysis, lean process redesign, benchmarking and policy analysis. We are also dedicated to working closely, on-site, with the City in a partnership that will yield real results.

We are always looking for an opportunity to assist municipalities and special districts in our home region. We look forward to working with the City on this important project. If you need any additional information I can be reached at:

Strategica, Inc.
704 – 228th Ave NE #415
Sammamish, WA 98074
Dhowe1000@gmail.com
Tel: (425) 427-5269

Yours truly,

David Howe
President

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Approach

We have prepared this proposed project method based on the requirements set forth in the City's RFP. We are proposing some adjustments to the task numbering, timing and content that was described in the RFP:

- Splitting up Task 2 (research) into separate tasks for the baseline analysis, comparative analysis, compliance audit and policy research. We are recommending this due to the variety and complexity of sub-tasks within this element of the project and the amount of time required for each one. Splitting it up will allow more project management focus on the individual work elements with more client check-ins.
- Combining Tasks 3 and 4 from the RFP into one task (task 5 in our scheme) addressing processes and staffing. We believe that it would be advantageous to address these at the same time as they involve similar techniques.
- Moving the KPI sub-task from Task 3 to the data reporting task (task 6 in our scheme). We recommend this as the content and purpose of the KPIs will be driven by the results of the policy and process tasks (tasks 4 and 5 in our scheme) and so should be performed afterwards.

We are, of course, open to input from the City in tailoring this approach to match the specific needs of the City.

Task 1:	**Kickoff and Establish Licensing Baseline**
Activities:	1. Conduct a kickoff meeting with the City's Core Team and initiate a working relationship. Reconfirm the project scope and discuss the needs of the City. Determine expectations on deliverable format and timing. 2. Determine calendar and format of bi-weekly check-in meetings, bi-monthly Core Team meetings and presentations to elected leaders. Note that it would be advantageous to time Core Team meetings with presentations of task deliverables. 3. Discuss access to City licensing systems and procedures for extracting data. Identify any data quality issues (e.g., missing years, corrupted or missing data elements). Meet City staff involved with report writing and data integrity. 4. Prepare and submit a detailed project workplan and gantt chart based on kickoff discussions. 5. Initiate procedures for procuring access to State and County systems (e.g., DoR, L&I, Secretary of State), utilities such as PSE and commercial business directories. Identify procedures for obtaining data extracts including confidentiality agreements.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

6. Prepare a data dictionary (or metadata) of City licensing system including data elements, tables, history, file format.
7. Define reporting specification and presentation of licensing baseline data (e.g., report parameters, calculations, chart formats, narrative format). This would include data elements such as license and UBI number, EIN, business type, SIC and NAICS code, # of employees, business location, home office location, license type, business formation date, original license date, cancellations and revocations.
8. Submit report (or data extract) request. Inspect data and note anomalies, quality issues. Refine and augment data with additional requests as needed.
9. Process data using a database management tool such as Access or MySQL. Format output and generate reports. Prepare demographic and trend analysis presentation for the Core Team.
10. Prepare charts and narrative documenting the licensing baseline and share with Core Team members. Modify project scope as needed.

Task 2:	**Peer City Comparative Analysis**

Activities:

1. Identify parameters to benchmark (e.g., city ordinances impacting business formation, location, lease restrictions, home-based businesses, remote work and WFH, short term rentals, co-work spaces, non-resident businesses and contractors). Include sampling of KPIs used by peers and online tools for communicating with licensees, enforcement mechanisms.
2. Identify survey sample, create data collection instrument and distribute to peer cities.
3. Collect, clarify and normalize benchmark data. Identify relevant comparisons with Redmond and identify interesting disparities (if any).
4. Prepare and present comparative data deliverable to illustrate findings and share with City's Core Team members.

Task 3:	**Compliance Audit**

Activities:

1. Define parameters of non-compliance based on current City policies (e.g., ordinance section, conditions that would constitute non-compliance) and parameters for expanded definitions of licensees.
2. Obtain data extracts from potential sources containing business entity records. This could include State agency databases (e.g., DoR, L&I, Secretary of State), utilities (e.g., Comcast, PSE) and commercial business directories.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

3. Define filter criteria for use in database record selection to create datasets of manageable size (i.e., how data would be selected to match compliance conditions – for example, active UBI in a State database, PSE business account, all with a Redmond address). Filters should also strip out records from unincorporated areas surrounding the City of Redmond.
4. Identify data elements for use in each filter criteria (i.e., element, data source, format) that can be used to eliminate duplicates and identify non-compliant business entities as well as delineating potential new licensee populations. Define filtering logic for processing data. Define output data elements (i.e., elements produced by our analysis)
5. Test logic with data samples from each database source. Identify any inaccurate results or results that do not comport with desired output elements (i.e., unusable results). Make corrections to filtering logic as needed to refine data and outputs and improve accuracy and relevance.
6. Perform data runs and compile results from various data extracts. Clarify and categorize outputs based on accuracy, relevance and quality. Incorporate assumptions on fee levels to estimate lost revenue amounts.
7. Draw conclusions and chart results such as rates of non-compliance by business type, reporting status, fee status, location. Also prepare charts illustrating scope of potential licensee populations. Note areas where data was not available or of sufficient accuracy to draw reliable conclusions.
8. Prepare and present charts and narrative report to Core Team. Discuss results and project scope changes (if any).

Task 4:	**Develop Licensing Policy Recommendations**

Activities:

1. Define potential policies for registering, licensing, collecting data and fees, reporting and enforcement for new business types including but not limited to:
    a. Work from home (WFH) businesses located in Redmond
    b. Redmond WFH employees of non-Redmond businesses
    c. Remote workers of Redmond-based businesses
    d. Short term and vacation rentals
    e. Collaborative and co-working spaces (and the businesses that support this)
    f. Pawn brokers, tow truck operators, door-to-door solicitors, telecom providers and other businesses subject to specific regulations or that are temporary in nature

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

g. Contract workers residing or working in Redmond

2. Define desired regulatory and financial outcomes of each potential policy (i.e., what would compliance look like?)
3. Work with the City Attorney to determine and ensure legality of potential policies and identify any necessary ordinance changes or legal opinions to support policies. Determine application, registration, renewal and reporting requirements. Determine enforcement mechanisms.
4. Identify any potential unintended consequences and level of public support (or lack thereof). Identify communication strategies for rolling out new policies.
5. Draft policy language and identify supporting systems and processes necessary to implement.
6. Share policy framework with City Core Team.

Task 5:	**Develop Recommendations to Improve Business License Compliance including Review and Approval Processes**

Activities:

1. This Task 5 corresponds to, and consolidates, tasks 3 and 4 from the RFP except for KPIs which are included in Task 6.
2. Obtain and review any existing City process documentation such as process maps, KPI data, workload history, process analysis work such as the Business License Comparative Questionnaire.
3. Map existing application, registration, review, fee collection, certification, reporting, renewal, cancellation, revocation and enforcement processes such as notices and penalties for business licensing. Identify process breakdowns or inefficiencies such as excessive backlogs, chronic errors, timeliness issues, complaints. Identify process redesign ideas for mitigating breakdowns. Include examination of public interfaces (that City controls) for licensing as well as interfaces between DoR systems and City permitting and licensing systems.
4. Prepare a staffing model (using MS-Excel) for the licensing function using City payroll data, licensing workload history, KPI data. Augment with a work distribution survey if necessary (i.e., to determine amount of staff time for licensing processes). Use model to determine FTE requirement for the City, compare to existing licensing FTEs and make recommendations for augmenting staff if necessary.
5. Document redesigned processes and staffing model and share with the City's Core Team. Make adjustments as necessary.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Task 6:	**Develop Reporting and Monitoring Recommendations**

Activities:

1. This task corresponds to task 5 in the RFP and also includes the KPI requirements of task 3.
2. Inventory existing City KPIs for licensing. Determine reliability, accuracy, credibility and usage of existing KPIs. Identify potential KPIs (or redefined existing KPIs) that would support new or redesigned policies and processes. Ensure that accurate data (and the supporting systems) exist to populate recommended KPIs. Discuss potential KPIs with licensing staff, budgeting staff and the Core Team members to ensure that future KPIs are credible, accurate and useful.
3. Working with City IT staff, design a reporting tool for presenting KPI data as well as workload reports, revenue reports, and reports for enforcement data such as non-compliance rates, enforcement actions taken, licenses revoked, penalties levied, waived and collected.
4. Evaluate how licensing data can be used for economic development purposes and reporting and determine indicators for business formations and closures by industry, type (e.g., WFH, collaborative workspace), location, # of employees, etc.
5. Share reporting and KPI templates and specifications with the City's Core Team. Make modifications as needed.

Task 7:	**Prepare Final Report**

Activities:

1. Prepare and deliver a briefing on preliminary recommendations and present to City's Core Team
2. Prepare a draft report that incorporates findings and recommendations for the following:
    a. Licensing baseline statistics
    b. Peer city comparative analysis
    c. Results of compliance audit
    d. Licensing policy recommendations
    e. Licensing process and procedure recommendations
    f. KPI and reporting recommendations
3. Present draft report to Core Team. Incorporate suggestions and edits as needed.
4. Brief City Council and Mayor on project results
5. Finalize report and issue it to City Core Team

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Project Management and Client Coordination Approach

The Strategica project management approach has been proven through extensive experience managing large projects for state and local governments and other clients. Our experience has shown that effective management is a critical success factor in a project such as this one. Careful planning, close client involvement, and thoughtful progress reporting are necessary components to delivering quality results on-time and with a high-level of client satisfaction and minimal fuss.

Project Planning

Strategica is capable of effectively managing and scheduling numerous tasks in a complex project to successfully meet project deadlines. Our project work plan and the timing of tasks and deliverables is premised on our extensive knowledge of the chokepoints that normally occur on a project such as this. Benchmarking, for example, can often take longer than anticipated because we cannot control when peer cities will respond to inquiries. Also, obtaining data extracts and clarifying the data can be time consuming. All project tasks are programmed into a gantt chart where task status is tracked every few days to ensure that each phase is on schedule.

Client Communication and Coordination

Communication with our clients is the cornerstone of our client service approach and a key factor in delivering projects on-time and within budget. At project initiation we will determine the frequency and format of status meetings with project sponsors. These discussions could include:

- Tasks completed to date
- Tasks to complete in the next reporting period (before the next status meeting)
- What is going well on the project
- Risk factors
- Proposed scope or workplan changes
- Significant findings since the last status meeting
- Status of project budget and billings

Quality Assurance

The Strategica team of consultants includes only senior level personnel with extensive experience and a track record for high quality work. The expertise of our team in itself is a major factor in ensuring the quality of the overall project. The use of client-approved workplans, pre-screened deliverable formats and acceptance criteria can ensure a smooth, on-time project that yields actionable results.

Consultant Team Coordination

The Strategica consultant team has identified David Howe as our project lead. While we encourage regular contact between client personnel and each member of our consulting team to facilitate knowledge transfer, issues related to project management, status, and administration of the engagement should be directed to Mr. Howe to ensure consistency and continuity.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Analytical Tools

For a project like this one that involves a great deal of data mining, clarification, categorization and analysis we will use proven database management tools such as MS-Access and SQL (a computer language that is useful for managing and analyzing the types of data commonly found in enterprise systems).

For analyzing and determining staffing requirements (part of Task 5) we have developed an MS-Excel based staffing model that looks at historical workloads and payroll data, current workload metrics and productivity metrics and forecasted workload variables and calculates FTE requirements. The model is user-friendly and can be used by clients after the consultants have completed their work and left.

Process analysis and redesign work is accomplished by using lean process redesign methods and tools such as process mapping templates using tools such as Vizio and Powerpoint.

Experience in Research, Data Analysis and Business License Evaluation & Compliance

The Strategica team has worked with several clients on various licensing applications including business licensing at both the State and municipal level. Often these projects were part of a larger effort that looked at all levels of licensing and land use permitting and the systems that supported it. As detailed later in this proposal, these clients included local cities like Woodinville, Issaquah and Kirkland, the State governments of Washington and California and other municipalities as far away as Philadelphia.

Our data analysis experience includes several projects that involved extracting data from enterprise systems and then organizing, categorizing and performing calculations to draw conclusions and findings on organizational performance that wouldn't be possible with the limitations of their enterprise systems. Examples of this include data mining projects for Los Angeles County, King County and several municipal clients. Often, these efforts were undertaken to determine performance metrics like process timeliness or unit cost that weren't otherwise available.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Hours

The following table shows our estimated hours by task and consultant.

Task	Description	Consultant hours: D Howe	A Ruotsala	Total hours
1	Kick off and establish licensing baseline	40	24	64
2	Peer city comparative analysis	56	24	80
3	Compliance audit	88	32	120
4	Develop licensing policy recommendations	40	32	72
5	Develop recommendations to improve licensing processes	56	48	104
6	Develop reporting and monitoring recommendations	40	32	72
7	Prepare final report	40	32	72
	Total Hours	360	224	584

Project Schedule

		Month										
Task	Description	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	Kick off and establish licensing baseline											
	Deliverables: Licensing baseline presentation & data											
2	Peer city comparative analysis											
	Deliverable: peer city comparative data presentation											
3	Compliance audit											
	Deliverable: Compliance audit charts, narrative and data											
4	Develop licensing policy recommendations											
	Deliverable: Draft policy framework											
5	Develop recommendations to improve licensing processes											
	Deliverable: Redesigned process specs & staffing model											
6	Develop reporting and monitoring recommendations											
	Deliverable: Reporting & KPI templates and specs											
7	Prepare final report											
	Deliverable: Draft report											
	Deliverable: Final report											

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Project Lead and Team Qualifications

STRATEGICA

www.strategica-usa.com

Strategica was established in 1998 to help public sector organizations survive and thrive in the face of change and opportunity. We provide international-caliber consulting and advisory services in a form that is appropriate for our government clients.

The following resumes describe the experience of the proposed consultants. Mr. Howe, President of Strategica, Inc., is a certified Lean Black Belt and holds an MBA and Mr. Ruotsala is a longstanding member of the American Institute of Certified Planners and holds a Masters degree in City Planning. Mr. Howe will be the project principal.

David Howe, President of Strategica, Inc., has over 32 years of professional management consulting experience, performing more than 93 engagements. These engagements include financial modeling, data mining, process design and also include several engagements involving various licensing programs.

Licensing and Permitting Systems

- Facilitated the creation of a new strategic plan, redesigned processes, created a staffing model matching staffing with workload forecasts, and redesigned the organizational structure of the permitting and licensing functions of the City of Lynnwood, WA
- Conducted a performance audit for the California Contractors State License Board focusing on more effective ways to license building contractors and process and investigate complaints and violations.
- Conducted a management audit of the Washington State Department of Health focusing on the medical practitioner licensing and disciplinary function.
- Conducted a program review of the California State Bureau of Automotive Repair focusing on ways to improve licensing and enforcement of licensed auto repair businesses in the State.
- Conducted a performance audit of the Washington State Department of Licensing focusing on an efficient deployment of licensing service offices.
- Developed performance measures and a reporting mechanism for professional licensing programs within the Washington State Department of Licensing.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Redesigned the permitting and licensing processes for the City of Woodinville, WA

Education

- M.B.A., Wharton Business School, University of Pennsylvania
- B.S., Business Economics, California State University

Certifications

- Black Belt, Lean Process Improvement

Professional Experience

- Strategica, Inc., President, 1998 to present
- Price Waterhouse, Director, 1989 – 1998

Andy Ruotsala brings over 35 years of industry experience improving the effectiveness of permitting, licensing and regulatory systems in jurisdictions large and small across the U.S. and Canada. He founded and grew a software company from a one-man basement startup into an industry leader for permitting, licensing, and land management software, including major customers such as Orlando, Indianapolis, and Baltimore. With personal involvement in over 130 projects, he has a unique ability to analyze department operations, regulatory requirements, system design, technology issues, and industry best practices.

Licensing and Permitting Systems

- Mr. Ruotsala worked with a team to cross match licensing records in the city of Issaquah's third-party system against B&O data from DOR, identifying businesses that were registered with DOR but not licensed by the City - and vice versa. The project identified almost 700 records that did not appear in both systems, allowing City staff to follow up with business owners, helping to recover potentially lost licensing revenue for the City.
- Contract consultant for Tyler Technologies, reviewing business licensing and e-Plan review requirements for several EnerGov clients, recommending product and process improvements to speed up issuance of business licenses and cycles of e-Plan review.
- Reviewed and improved business licensing systems in Kirkland, WA, Torrance, CA and the lower mainland of British Columbia.
- Performed business process analysis and design for a business licensing system for the City of Philadelphia. Processes for 54 different types of legacy business licenses were streamlined.
- Redesigned the land use permitting and code enforcement processes for the City of Lynnwood, WA and developed specifications for an enterprise system replacement for the community development department. Advised the City in

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	the procurement of the replacement system. • Redesigned the permitting and business licensing processes for the City of Woodinville, WA.
Education	• Bachelor of Science, Electrical Engineering, Clarkson University • Master of City Planning, University of Pennsylvania • Master of Science, Engineering (Transportation), University of Pennsylvania • Member, American Institute of Certified Planners (AICP) since 1982
Professional Experience	• AwindRow LLC, Principal, independent consultant, August, 2000 – present • Tidemark Solutions, Inc., Founder, CEO, Chairman of the Board (1984 – 1998), CTO (1998 – 2000)

In the next few pages we describe the relevant projects the Strategica team has performed. All of these projects addressed licensing and permitting systems at the State and municipal level.

City of Issaquah

Business Licensing Compliance Study

Prior to utilizing the Department of Revenue Business Licensing Service (DOR/BLS), the City of Issaquah, like many Washington cities, tracked business licensing through third-party software systems that were not directly connected to DOR/BLS databases. As a subcontractor to the City, Mr. Ruotsala worked with a team to cross match licensing records in the city's third-party system against B&O data from DOR, identifying businesses that were registered with DOR but not licensed by the City - and vice versa. The project identified almost 700 records that did not appear in both systems, allowing City staff to follow up with business owners, helping to recover potentially lost licensing revenue for the City.

California Department of Consumer Affairs - Bureau of Automotive Repair

Enforcement Monitoring

Mr. Howe was retained to act as enforcement monitor over the Bureau of Auto Repair (BAR), a division of the Dept. of Consumer Affairs. Enforcement Monitors are retained in California to act as an independent, third party monitor over consumer protection boards. This project included observing field operations such as investigations, conferences with licensees, administrative hearings, and complaint mediation. The consultant also reviewed closed cases (both settled and adjudicated) and compared outcomes and procedures to established disciplinary guidelines and due process standards. The consultant also conducted extensive legal research to evaluate proposed statutory and procedural changes to the disciplinary process.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

City of Carlsbad, CA and Los Angeles County Department of Public Works (DPW)
Business Licensing Process Review

Mr. Ruotsala worked with City of Carlsbad to review business licensing application, review, issuance, and renewal procedures, to recommend changes to speed up licensing and reduce staff time requirements. While several recommendations resulted in product enhancements to EnerGov, the City also recognized and eliminated process bottlenecks outside of the EnerGov system.

City of Woodinville
Permitting/Licensing Operational Analysis

Messrs. Howe and Ruotsala were retained by the City of Woodinville to evaluate the organization and operations of the City's departments of Development Services and Public Works as it relates to land use permitting and business licensing. The consultants analyzed historical data to determine turnaround times, evaluated the organizational structure of the permitting and licensing function, analyzed work processes and how City staff use IT systems and tools. The consultants also benchmarked the City against a sample of peer cities to compare workloads, staffing, organization and performance levels. The consultants also created a workload and staffing forecasting tool that will allow the City to forecast future staffing needs. Recommendations focused on process improvements, customer service enhancements (especially for non-development professionals), staffing enhancements, and improvements to IT systems and GIS.

California Contractors State License Board
Transition Review

Mr. Howe directed a Transition Review of the Board's licensing, testing, enforcement, and education functions. After conducting an initial risk assessment, detailed fieldwork produced several recommendations for consideration by the new management team of the Board. Recommendations included instituting a complete set of performance measures, establishing new workload standards for investigators, devoting more resources to solving the more complex cases, and implementing effective ways to make key laws, procedures and regulations available to the far-flung Licensing Board staff.

Washington State Department of Licensing
Development of Performance Measures

Strategica, Inc. worked with staff from two program areas of the Business and Professions Division of the Department of Licensing: real estate licensing and security guard licensing, to develop a system of performance measurement. The tasks included selecting and specifying measures, identifying data sources, testing the availability of the necessary data, and developing reporting formats. The end products included measures for these two programs, prototype guidance for measures for other Division programs, and training and facilitation materials.

City of Lynnwood, Development and Business Services
Organizational Design, Process Redesign, Staffing Study

Messrs. Howe and Ruotsala worked with the management of the City of Lynnwood and its Department of Business Services (DBS) on a project to restructure the Department. DBS is the community development and building permitting agency within the City and also handles economic development and business licensing. DBS had been afflicted with significant turnover and a crisis in customer service and confidence.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Strategica worked with the City and DBS to develop a one-page strategic blueprint for DBS, restructure the agency eliminating hard siloes and numerous vacancies, right-sized the staffing to deal with the workload, modernized code enforcement practices and developed specifications for a new enterprise permitting system.

Subconsultants

Awindrow LLC, subcontractor to Strategica, Inc., is a Gig Harbor-based consulting firm that specializes in permitting and licensing systems and processes. Awindrow and Strategica have teamed up on multiple projects in the past. Please refer to the previous section for details on Awindrow's professional experience.

Strategica, Inc. may also subcontract for data mining and analysis work as needed but these costs will be borne as an internal expense and the City will not be charged. We have various resources available for this work and the appropriate resource will be selected once the specific nature of the task is determined.

Business Name

Strategica, Inc. was established as a Washington sub-S corporation in 2001. Our offices are in Sammamish which is from where the project will be managed. Mr. David Howe, President of Strategica, will serve as our point of contact. He can be reached at:

Strategica, Inc.
704 – 228th Ave NE #415
Sammamish, WA 98074
Dhowe1000@gmail.com
Tel: (425) 427-5269

Business License

Strategica, Inc. will be pleased to register a business license with the City of Redmond prior to contracting for this project.

Valid Time Period

This proposal shall be valid for a period of 60 calendar days.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

References

The City of Redmond is welcome to contact the following references regarding the quality of our work and ability to communicate results:

Kevin O'Neill
Assistant City Manager
City of Woodinville
17301 133rd Ave NE
Woodinville WA 98072
206-867-4233
KevinO@ci.woodinville.wa.us
Messrs. Howe and Ruotsala worked with the City to determine appropriate staffing levels and redesign key work processes in their permitting and licensing function.

David Kleitsch
Director, Economic Development
City of Lynnwood
20816 44th Ave W, Suite 230
Lynnwood, WA 98036
office: 425-670-5042
dkleitsch@lynnwoodwa.gov
Messrs. Howe and Ruotsala worked with the City to determine appropriate staffing levels and organizational structure, redesign key business processes and develop an RFP for a new permitting/licensing system for the City's development permitting and licensing function.

Brian Moura
Senior Advisor - Finance & Economic Development at Regional Government Services Authority
Former Assistant City Manager, City of San Carlos
650-995-6249
bmoura8@comcast.net
Mr. Ruotsala worked with the City of San Carlos to identify permit review and service delivery issues in the Community Development Department and implement an automated permitting and licensing system for the city.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Work Samples

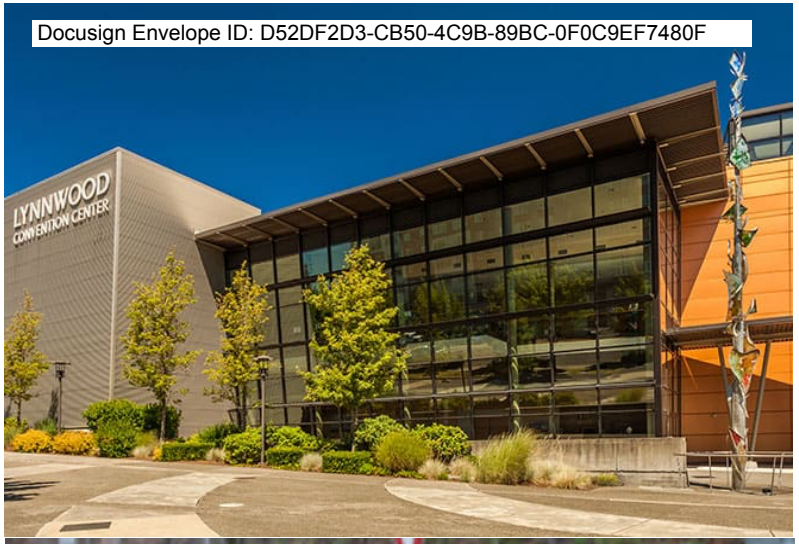
We have submitted two work samples as separate PDF documents that demonstrate our ability to perform technically demanding process and data analysis, policy formation and support and communicate project results.

Cost

The following table shows our proposed budget for the project broken down by consultant and task and our not-to-exceed estimate. This amount includes all expenses. We do not bill separately for expenses.

Task	Description	Consultant hours: D Howe	Consultant hours: A Ruotsala	Total hours
1	Kick off and establish licensing baseline	40	24	64
2	Peer city comparative analysis	56	24	80
3	Compliance audit	88	32	120
4	Develop licensing policy recommendations	40	32	72
5	Develop recommendations to improve licensing processes	56	48	104
6	Develop reporting and monitoring recommendations	40	32	72
7	Prepare final report	40	32	72
	Total Hours	360	224	584
	Rate	$250	$250	
	Extension	$90,000	$56,000	
	Total Project Cost	$146,000		

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F



City of Lynnwood
Development & Business Services

Process Review and Improvement Project

Final Report

June 19, 2020

LYNNWOOD
WASHINGTON

STRATEGICA

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Process Review and Improvement Project

Table of Contents

I. Executive Summary 1

II. What Work Was Done 6

III. What should be the DBS strategy? 7

Recommended strategic plan 10

Recommended performance and outcome measures 10

IV. How should DBS be organized and how many staff will be needed in the future? 11

Recommended organizational structure 13

Recommended staffing 16

V. What should be the future enterprise permitting system of DBS? 18

Status of the current system 18

Secure, On-line Public Portal 20

Automated Review Routing and Electronic Plan Review 21

Mobile Field Inspection Applications 23

Digital Document Storage 24

Geographic Information Systems (GIS) 25

Network Infrastructure 26

VI. How should work processes be improved? 28

End-to-end permit intake, routing, review, inspection and finalizing 28

Paperless Parallel Processing with Electronic Plan Review 29

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Table of Contents

Field Inspection Hardware/Software 30

Development Agreements 31

Land-Use Application Processing 33

Long-Range Planning 34

Business Licensing 35

Code enforcement 37

Rental unit regulation 39

Appendix A – Adopted DBS strategic plan 43

Appendix B – Recommended DBS Performance Measures 46

Appendix C – Recommended DBS Organizational Structure 55

Appendix D – Demo scripts ..... Under Separate Cover

Appendix E – Implementation Outline ..... Under Separate Cover

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

I. Executive Summary

The City of Lynnwood has undertaken an efficiency study for process and organization improvements at Development & Business Services (DBS). DBS consists of four independent departments:

- Community Development Department (Administration, Planning, Permitting and Inspecitions)
- Office of Economic Development (Economic Development and Tourism)
- Public Works (Development Engineering), and
- Fire Marshal's Office (South Snohomish County Fire)

This efficiency study has been undertaken in response to negative feedback regarding services provided at DBS.

Background

The City has been reviewing the organizational management structure of DBS, functional processes, and the customer service culture since 2017. This effort is a work in progress. To help expedite the process, the firm of Strategica, Inc. was retained in the summer of 2019 to evaluate the structure of DBS, formulate a new strategic plan, and improve the automated systems and processes of the various functions.

Lynnwood has a Community Vision, adopted by City Council in 2009 and reaffirmed in 2015, to be a regional model for a sustainable, vibrant community with engaged citizens and an accountable government. In 2018, a Strategic Plan covering the period of 2018 to 2022 was prepared to compile priorities, objectives and strategies deemed to be of the highest importance. The top prioriteis for 2018-2022 are:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

1. Fullfill the community vision for the City Center and Lynnwood Link light rail
2. Ensure financial stabilty and economic success
3. Nurture operational and organizational excellence
4. Be a safe, welcoming and livable city
5. Pursue and maintain collaborative relationshieps and partnerships

The situation at DBS was seen as an impediment to achieving the Community Visision and implementing the Strategic Plan.

DBS Strategic Plan

While the City has a Community Vision and a Strategic Plan, DBS itself was operating without a strategic plan. Although the management and staff at DBS were operating with apparent strategic goals in mind, they were not articulated or necessarily aligned with the broader City vision. To address this situation, Strategica, Inc. first worked with DBS managers and then sought input from staff on documenting the strategic plan direction for DBS. Five DBS strategic goals evolved from this process:

1. Create a positive culture for applicants
2. Build systems, processes and codes to work smarter and more efficiently
3. Develop staff expertise and a culture to address Lynnwood's future growth
4. Enhance quality of life through implementing the Lynnwood Comprehensive Plan
5. Attract businesses and development partners to succeed in Lynnwood

The entire DBS Strategic Plan was documented on one page so that DBS staff can quickly instill a unified direction and incorporate these goals into their daily activities. These goals will be achieved and supported by specific strategies and tactics. The DBS Strategic Plan can be viewed in **Appendix A** and associated performance measures for tracking progress are found in **Appendix B**.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Organizational Structure

In the summer of 2019, the organizational structure of DBS reflected an organization in transition. Nearly a third of the staff positions were either filled in an interim status, vacant, on leave, or staff were working out of class. This was due to significant turnover during the first half of 2019.

The organizational structure was also characterized by hard siloes, whereby the various functions within DBS involved in the core processes of handling development, building permit applications and business services were placed in separate City departments with no overall management of the processes.

In addition, DBS had not evolved its portfolio of skills and expertise to reflect an increasingly mixed-use urban environment that included more complicated projects. This evolution will become more critical in the future as Lynnwood becomes integrated into the Sound Transit light rail system and transit-oriented development (i.e., more dense, mixed-use development, pedestrian oriented) comes on line. In addition, the structure of DBS lacked sufficient administrative support or management/technical support.

The recommended DBS organizational structure (shown in Appendix C) resolves these problems and achieves unified command over all DBS functions, especially core building permit processing. The new structure reflects the strategic goals of DBS and clearly shows where accountability for these goals is placed within the organization. The new structure strengthens functional areas critical to the future growth of Lynnwood, and addresses the issues of staff vacancies, interim appointments and staff working out-of-class. Finally, the new organization structure adds critically needed managerial and technical support positions. This new structure reflects a net addition of 7 positions to DBS.

Permitting Process System

The existing permitting process system, was originally installed 11 years ago. It has never been fully implemented and has been incorrectly used over the years by staff that was insufficiently trained. The

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

importance of a permit processing system to track the "life-cycle" of a permit is critical to organizational efficiency. The City should either re-install the system from scratch or evaluate and install a different software product through an open procurement process.

The most important feature in any future permitting process system is a workflow function that expedites and tracks planning cases, the processing of permit applications, business licenses and code enforcement cases. In addition, peripheral software applications such as electronic plan review, an online public portal, mobile inspection tools, geographic information system (GIS), and digital document storage should be part of the selected enterprise permitting system.

The most critical process at DBS is the processing of building permits given the volume of permits and fees involved. New processes should be implemented and facilitated by a new permitting system that features parallel reviews, workflow technology, digital plans and drawings, and automated tools for inspections.

Code Compliance Activities

The Community Vision and Strategic Plan speak to the quality and character of Lynnwood. Achieving these priorities can be supported through code enforcement. While DBS does a good job of achieving compliance for most cases, there needs to be new procedural and legal tools for dealing with serious conditions such as derelict houses and junk cars. In addition, with 43% of the City's housing stock consisting of rental units, Lynnwood needs to design and implement a program for ensuring that these housing units are safe, meet code and do not deviate or detract from community standards.

Achieving Planning and Policy Outcomes

In the effort for efficient processing of building permits, effective planning and economic development functions may be overshadowed. There is a big difference between efficiently processing applications and achieving the goals and policies of the Community Vision and the Strategic Plan. While tracking

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

desired outcomes to be achieved through policies and development agreements is essential, specific performance measures and efficiencies are not as easily identified as with permit processing. Achieving the successful implementation of plans, policies, and related projects, however, should be tracked in the permit process system to monitor and evaluate progress.

The following pages present the findings and recommendations for the Development and Business Services efficiency study prepared by Strategica, Inc.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

II. What Work Was Done

This project was begun in August 2019 as the result of changes at Development & Business Services (DBS). DBS had acquired a negative reputation in the business and development community for heavy-handed regulation, slow turnaround times and unhelpful customer service. In February 2019, staff turnover at DBS provided the opportunity to install new management, and mandate process improvements and organizational change. Several new hires were made at DBS in an effort to improve the level of customer service, make Lynnwood a friendlier place to do business while staying faithful to the Lynnwood Municipal Code, and fulfilling regulatory responsibilities. Lynnwood sought the advice of outside experts in organizational development, process improvement and permitting systems to make impactful changes at DBS. This report is the product of that effort. The recommendations contained herein will result in a more efficient, mission-driven organization that helps to fulfill the policy objectives of City leaders.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

III. What should be the DBS Strategy?

A strategic plan is a plan for achieving impactful changes in an organization whether those changes be improved products, services, improved financial performance, policy goals realized, etc. All of these outcomes should result in achieving the mission of an organization. Strategies are different from tactics in that strategies have higher payoffs and bigger benefits that are directed at bigger problems or opportunities. Tactics, in contrast, are designed to achieve specific strategies and are more immediate in time. All organizations have a strategic plan whether it's explicit and written down or is just a general, unspoken understanding of what needs to be done to achieve the mission. It is easier to communicate and track performance of a well thought out and documented strategic plan, which is what Strategica, Inc. was asked to do at DBS.

The future strategy of DBS will be driven by attention to building a positive culture for staff and applicants; building new and enhanced permitting systems, processes and codes; build up skills and staffing to respond to address future growth patterns in Lynnwood; and attracting new development and business partners

What was the existing strategy at DBS?

DBS did not have a documented strategic plan in August 2019 when Strategica, Inc. started this project. In 2018, initial efforts were made by DBS staff to document a strategy. Some goals were documented for each operating unit within DBS but no strategies or tactical-level actions were defined.

A DBS mission statement dating from 2018 was documented by Community Development in the City budget:

"We strive to ensure our City is the safest, most livable and sustainable community in the region"

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

This mission statement is limited in perspective and does not embrace a future for process improvements and customer service through proactive change.

The City itself does have a strategic plan that has been in place since 2018 which includes several vision statements and strategic priorities that involve DBS. These statements and priorities are incorporated into the DBS strategic plan that was created as part of this project.

Performance measures and targets to achieve the 2018 DBS mission statement are included in the biennial City budget but are not monitored on an ongoing basis. These measures and targets are separated by DBS departments. In addition, very little data is available for effective monitoring and management of DBS processes and outcomes. The current permit processing system is not configured to easily and consistently generate this data and cannot generate reliable management information for monitoring performance and mission achievement. These factors prevent regular assessments of efficiencies and effectiveness.

What problems or opportunities were identified for DBS that a strategic plan would address?

Based on interviews with DBS staff, City officials, and members of the development and business community, Strategica, Inc. identified several key issues that should be addressed by a strategic plan and the other components of this Process Review and Improvement Project. Key issues and opportunities requiring a strategic-level response included:

- An outdated, error-prone, user unfriendly permitting system that had not been properly configured when originally installed in 2012, had never been fully implemented and put into production, and in which the DBS staff had lost confidence.
- A longstanding reputation of DBS for poor customer service, long turnaround times for permits, non-responsiveness and heavy-handed regulation, which had become a hindrance to attracting new investment into the City.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Although the City had begun a well-received organizational revamp at DBS that included hiring new managers, transitioning from the less helpful managers and staff, and changing attitudes and customer service standards, there remained vacant positions, staff working out of class, and managers in interim appointments that needed to be addressed. In addition, the City has been undergoing significant redevelopment and is poised to be further transformed by the impending arrival of Sound Transit light rail. DBS does not have all the technical or professional expertise to handle this change. Outdated zoning designations, land use codes, development standards, and code enforcement do not match the emerging development that is occurring.

What is going to be the DBS strategic response to these problems and opportunities?

DBS managers met in December 2019 and developed a strategic plan that incorporated these five strategic goals:

1. Create a positive culture for applicants
2. Build systems, processes and codes to work smarter and more efficiently
3. Develop staff expertise and a culture to address Lynnwood's future growth
4. Enhance quality of life through implementing the Lynnwood Comprehensive Plan
5. Attract businesses and development partners to succeed in Lynnwood

From these goals, specific strategies were defined to drive implementation of the goals. DBS staff were given an opportunity to review the draft plan and suggest enhancements prior to adoption of the DBS strategic plan. The full plan can be viewed in **Appendix A**. It is a focused one-page document identifying the most important DBS goals and strategies.

How will DBS know if the mission and strategic plan are realized?

DBS managers have adopted a roster of performance measures to monitor strategic implementation and operational efficiency. These measures include:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Measures of efficiency such as turnaround times:

- Response time to customer calls and email inquiries
- Plan review and inspection turnaround times
- Code enforcement case resolution time

Outcome measures such as:

- Permit applicant satisfaction index (an existing measure)
- Percent of City area covered by improved design guidelines
- Value of construction and public infrastructure in designated development zones

The entire roster of performance measures can be viewed in **Appendix B**

Recommendation III.1 – Continue to implement the new strategic plan (**Appendix A**) by making it part of managerial goal setting and performance review criteria, ongoing DBS managerial meetings, reporting to City Council and the Mayor, and monthly DBS All-Hands meetings.

Recommendation III.2 – Initiate the daily, monthly, semi-annual and annual monitoring of DBS performance using the measures in **Appendix B**. Ensure that configuration of a new permitting system include reporting tools and queries that generate regular, periodic data to populate the measures. Use the measures as part of managerial goal setting and performance review criteria.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

IV. How should DBS be organized and how many staff will be needed in the future?

In this section, the structure of DBS is examined, recommendations to streamline and focus the structure are offered and, using data-driven empirical models, we identify how many staff will be needed in the future to accomplish the goals and work of DBS.

The DBS management structure reflects significant recent turnover, a high percentage of unfilled positions and interim appointments, and a lack of unified command. Although the current management is working hard to rectify these problems, the City should adopt a sweeping reorganization and staff right-sizing.

The structure of any organization is a key tool to achieving the organization's mission. In this light, the organizational structure should be thought of in the same way as the permit process systems, policies, work processes, strategies, and the staff; all of these are tools or enablers for mission achievement. A well-designed structure should clearly delineate accountability for the organization's strategic goals, facilitate easy communication between staff, and facilitate efficient work processes and transfers of information.

In this section, we examine the structure of DBS, offer recommendations to streamline and focus the structure and, using data-drive, empirical models, we identify how many staff will be needed in the future to accomplish the goals and work of DBS.

What is the Current Structure of DBS?

The current structure of DBS is consistent with an organization that has been undergoing rapid and significant changes and turnover. Several long-term staff transitioned out of DBS in early 2019 leading to several vacancies, unfilled management positions, interim appointments and managers and staff working out of class. In addition, DBS is not a unified City department with unified command over all the staff, processes, and policies. Rather, it is modeled more like an agency with separate departments responsible for various functions. Specifically, as of November 2019:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- 28% of the organization had been impacted by turnover.
- Of 6 mid-management positions at DBS; 2 were vacant, 1 was filled on an interim basis and 3 were filled permanently. Management vacancies still exist for the Permit Counter (the main point of contact with the public) and the Planning unit (which is filled on an interim basis).
- Of 36 total positions in DBS, 10 were vacant, serving as interim status, or on leave. There have been some new hires since April 2019.
- The DBS structure is characterized by siloes and the apparent chief executive of DBS, who leads Community Development and Economic Development, does not have direct managerial control over certain parts of the organization. The Public Works staff (that review private infrastructure development permits) and the Fire Prevention staff (that review fire building permit applications) report to outside entities: the Public Works Department, and the South Snohomish County Fire and Rescue Regional Fire Authority, respectively. Thus, there is no unity of command within DBS. Proposals for bringing the private development review function of Public Works under the control of DBS are being discussed. However, the Interlocal Agreement between the City and the Fire Authority memorializes this dis-unity of command for fire prevention services.
- All DBS staff except for 1 are engaged in line activities (i.e., involved directly with core DBS functions). There are only two management or admin support positions and one of those was on leave until recently. The other admin support position reports to the Fire Authority.
- Until recently, technical specialties in the planning unit reflected a suburban built environment rather than an urban built environment (e.g., high densities, multi-modal transportation, more complex design and construction techniques that are typically associated with transit oriented development or TOD).
- Staff resources are primarily focused on plan review and inspection; with limited resources provided to planning, policy, economic development, and business support services.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- The structure features narrow spans of control (ratio of subordinates to manager) throughout DBS except at the Permit Center where it is 1:5; elsewhere it is 1:4 or less.
- There is currently no structure or staffing at DBS that analyzes the financial, budgetary or management operations or permit systems of the agency and assists top management. Consequently, these crucial tasks are done inconsistently.

What are the Current Staffing Levels at DBS?

Current staffing levels within DBS were established in the City's 2019-2020 Adopted Biennial Budget at 19 funded positions, no change from 2018. No empirically or data-based staffing model was in use for determining optimal staff levels based on workloads, performance or policy goals. The use of overtime is minimal within DBS although, as mentioned before, several funded positions have been vacant for quite some time. As an example of the amount of turnover experienced within DBS, 20 different people (not positions) worked on permit review and inspection functions (including Public Works and Fire Authority) during the 2019 calendar year, however, as of February 2020, only 13 of those remain with DBS.

The proposed structure for DBS eliminates siloes, focuses accountability for strategic goals, consolidates managerial control over all DBS functions and critical processes, adds technical and managerial support positions and adds skill sets that will be necessary to address future development trends in Lynnwood.

Strategica developed a workload and staffing forecast model that looked at historical workloads, how staff spend their time, and forecasted population growth to determine optimal staffing levels. In the future, as a new permitting system is configured and put into production, there should be sufficient performance data (specifically permit and inspection turnaround times) to refine this model to accurately forecast staffing needs in DBS in the future.

Recommendation IV.1 – Implement a new organizational structure that will have the following features:

- Unity of command for all DBS functions (including those handled by Public Works and the Fire Authority),

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Pinpoint accurate accountability for the strategic goals embedded in the recommended strategic plan,
- Reasonable spans of control
- Elimination of the hard siloes that currently exist in DBS,
- Sufficient staffing of the right type and expertise to guide the community planning (i.e., long term) efforts of the City,
- Sufficient admin support for line staff and management,
- Unified, seamless, consolidated and close-up oversight of the key work processes at DBS (e.g., application intake to Certificate of Occupancy and everything that happens in-between),
- Sufficient staffing to address planning, policy, economic development, and business development services.
- Permanent appointments for the current management positions filled on an interim basis,
- A strengthened and expanded code enforcement function, and
- Two positions dedicated to management, financial and budget analysis and permit system applications support for DBS.

This recommended structure is shown in **Appendix C**. Specific implementing actions include:

1) Create new positions and hire for:
    a) Planning Technician (needs new classification as well)
    b) Management analyst
    c) Applications Analyst

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

d) Deputy Director, Permitting Services (designate this person as Building Official)

e) Two Combo Plans Reviewer/Inspector

f) Two admin assistant or Sr. Finance Spec positions

g) One Business Development Manager

2) Reclassify/Rename positions:

a) Rename Building Official to Deputy Director, Permitting Services

b) Rename Planning Manager to Community Planning Manager

c) Rename Economic Development Director to Economic Development Manager

d) Reclassify one existing permit tech position as an Administrative Assistant

3) Fill currently budgeted positions for:

a) Permit Counter Supervisor

b) Senior Planner (w/ 50% Transportation Focus)

c) One code enforcement officer

4) Eliminate positions:

a) Existing vacant Assistant Building Official (funding used for new Deputy Director, Permitting Services)

b) Existing contract inspector (use funds for a permanent position)

5) Transfer supervisory responsibility to the Deputy Director, Permitting Services:

a) Private development public works (renamed Development Engineering). This should be facilitated by executing an Inter-Departmental Agreement between Public Works and

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

DBS. The Public Works Director has prepared a draft agreement that serves as a good model.

b) Fire Marshall permitting staff. This should be facilitated by amending the existing Interlocal Agreement, Exhibit A, Section I.A so that the Director of DBS as delegated by the City will "Direct the management and supervision of personnel performing the Services" provided by the Fire Authority.

c) Explore co-locating DBS with other city departments to achieve organizational adjacencies and efficiencies.

Recommendation IV.2 – Based on the strategic and policy needs of the City and DBS and the results obtained from the Workload and Staffing Forecasting Model, right size the staffing level of DBS by creating and filling a net of 7 new positions within DBS as follows:

1) Create positions and hire for:
   a) Planning Technician (needs new classification as well)
   b) Management analyst
   c) Applications Analyst
   d) Deputy Director, Permitting Services (option to designate this person the Building Official)
   e) Two Combo Plans Reviewer/Inspector
   f) Two admin assistant or Senior Finance Spec positions
   g) Business Development Manager
2) Eliminate two existing positions:

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

a) Existing vacant Assistant Building Official (funding used for new Deputy Director, Permitting Services)

b) Existing contract inspector (use funds for a permanent position)

Recommendation IV.3 – Analyze the staffing needs of DBS in the future using the Workload and Staffing Forecasting tool developed by Strategica. This model (an Excel-based tool) was provided to DBS staff in March 2020. The model should be updated annually with the population growth projections for the City.

The model calculates workloads and staffing requirements for the permit review and inspection and permit counter areas based on those population projections. In future years, time-based performance data from the new permitting system should be analyzed to calculate permitting turnaround times (based on the recommended performance measures from this report). The Workload and Staffing model can be modified so that the difference between current and targeted turnaround times can be programmed into the model and staffing needs can be calculated to close the gap (if any) between those current and targeted performance levels. The City may need to contract with a consultant to re-program the model for those purposes.

Staffing needs for planning, policy, economic development, and business development are not easily measured by a data-driven workload and staffing forecast tool. These functions serve to attain outcomes and benchmarks that achieve the community vision and strategic goals. The regular assessment of outcomes and benchmarks related to the community vision and strategic goals will track progress and serve to determine the resources required.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

V. What should be the future permit software system of DBS?

This chapter covers the permit process systems of DBS. The permit process system is the backbone of the organization that should track all activity and transactions from over-the-counter permits to long range community planning products that are implemented over years. In addition, this chapter discusses key peripheral applications. Topics covered include:

- Status of the current system and what to do about it
- Secure, On-line Public Portal
- Automated Review Routing and Electronic Plan Review
- Mobile Field Inspection Applications
- Digital Document Storage
- Geographic Information Systems (GIS)
- Network Infrastructure

The existing enterprise permitting system, the EnerGov system, was originally installed 11 years ago and has never been fully implemented and has been misused over the years by under-trained staff. The City should either re-install EnerGov from scratch or install a different software product through an open procurement process.

What is the Status of the Current Enterprise Permitting System Used at DBS?

The City has been using the EnerGov permit management system from Tyler Technologies for eleven years. EnerGov was originally installed to replace Accela PERMITS Plus, a legacy system that was no longer supported by the vendor. EnerGov is a server-based product hosted at the City Hall data center and managed by the City's Information Technology Department.

The EnerGov installation does not serve the needs of DBS. The following reasons lead to this conclusion:

- Staff who implemented EnerGov are no longer with the City and much of the background rationale and information about configuration decisions and design have been lost through staff changes over the years.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Some application types were never implemented (such as Development Agreements); and others have not been fully configured. For example, the workflow feature, a crucial element of a functional permitting system, has never been fully configured or put into production mode. For practical purposes, the EnerGov system is mostly functioning as a card file and word processor to generate and archive permits.
- Some design elements retained from PERMITS Plus impose extra work on DBS staff. For example, Building Permits must be entered as an EnerGov "plan" application type, after which separate "permit" cases (e.g., a building permit) are created for issuance and inspection. This situation is complex, confusing, and inefficient.
- Training on EnerGov for DBS staff has been inconsistent and incomplete, especially for new hires.
- City IT provides one staff person to support EnerGov via a system of support tickets submitted to IT to request changes and address issues with the software. DBS staff report that response times from City IT on many issues is slow and the backlog of tickets is approximately 300 items. A ticket list this extensive is more typical of a system in the first year or two of implementation, not a mature installation.
- DBS staff and IT efforts to reconfigure and improve EnerGov were hobbled a year ago, when a key DBS staffer left temporarily on extended leave.
- There is a deep lack of trust of EnerGov among DBS staff, given the lack of training, periodic software crashes, slow performance, gaps in functionality, and backlog of support issues.
- Historical data is severely corrupted due to null records, forced transactions, and general misuse of the system.

Recommendation V.1 - The City should scrap the existing EnerGov permitting process system configuration and either rebuild the EnerGov system (including permit, license, land use application and code enforcement configuration as a new installation to incorporate more complete and efficient processes needed by DBS in today's business

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

environment), **OR** the City should replace the existing EnerGov system with a new permit system that can provide the required functionality. The choice to rebuild or replace should be based on evaluation of proposals and demos from vendors under Request For Proposal (RFP) 3178, currently in procurement. The design of application types, workflow processes, fees, forms, and other system configuration elements should follow the structured requirements outline in **Appendix E**. The City should retain change management or configuration services familiar with the selected software to install and configure the software to match the structured requirements shown in **Appendix E**, and to train DBS staff on proper use of the software. The DBS application support position will assist in this process and the on-going use of the system.

Peripheral applications that should support the permitting process system are discussed below.

Secure, On-line Public Portal

A permit system that provides a secure, on-line, public portal, available 24/7 will provide customers with access for submitting applications, checking status, paying fees, uploading and downloading documents, printing permit forms, scheduling inspections, and other tasks. An effective, self-service portal also substantially reduces staff time needed to process applications, compared to interacting with customers at the permit counter on many applications.

EnerGov includes a Customer Self-Service (CSS) on-line portal capability and can be configured to accommodate any permit, license or plan application. The City has configured and made available on CSS several simple application types that don't require plan submittal and review. Recently, however, the ability to submit applications via this portal was suspended on CSS because:

- Applicants became confused and chose the wrong application type at the start, requiring DBS staff to manually back out erroneous applications and refund fees.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Applicants sometimes created duplicate contact records for contractors, electricians, plumbers, and other licensed trades people who were already in the system, again requiring DBS staff to manually clean up contact records.

CSS continues to allow customers to check application status, pay fees, and schedule inspections.

Recommendation V.2 - The future enterprise permitting system should include a secure, on-line public portal that allows customers to perform all required tasks associated with the entire lifetime of an application, from beginning of an application through final approval, as described in RFP 3178 and as shown in scripts for vendor demos (see **Appendix D**). Particularly important for achieving the City's goal of going paperless, is the ability to upload/download digital plans and other documents for projects of any size, via the portal, instead of submitting paper plans and documents. Accommodations should also be made for "mom and pop" applicants, who have no ability to create digital plans. This may be achieved by providing a PC kiosk at DBS and scanning small paper plans for a nominal fee.

Automated Review Routing and Electronic Plan Review

Virtually all applications for permits, business licenses, and land use approvals, plus certain code enforcement cases, require routing plans, drawings or other submitted documents to one or more departments within the city, and occasionally to outside agencies, such as Snohomish PUD, Alderwood Water, and the Snohomish County Health Department. The only exception is certain minor "over-the-counter" permits (e.g., certain plumbing permits) that don't require plan submittal.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

EnerGov supports automating the routing of plans and documents to reviewing personnel (a concept known as workflow) but it has been only partially implemented. As a result, most staff continue to use their own tracking spreadsheets, paper logs sheets, and clipboards to track which reviews are required, who has signed off, and when a permit is ready to issue. These paper logs, clipboards and spreadsheets defeat a key purpose of using a permitting process system, which is to expedite the flow of documents, facilitate faster turnaround times, and keeping applications from falling through the cracks.

After tracking reviews with external spreadsheets, Microsoft Word documents, and paper logs, DBS staff update the application status after the fact in EnerGov. These workarounds slow the issuance process, consume large amounts of staff time shuffling paper in a sequential review process, and result in a highly siloed environment separating departments. More efficient parallel (i.e., simultaneous) review of plans by multiple departments is rendered impossible because paper plans are available to only one reviewer at any given time.

The most important feature in any future enterprise permitting system is a workflow function that expedites and tracks the processing of permit applications, planning cases, business licenses and some code enforcement cases.

DBS recently installed Bluebeam, an electronic plan review application that allows reviewers to examine and mark up plans and drawings without resorting to paper documents. EnerGov supports interaction with Bluebeam electronic plan review software, but only a few reviewers perform reviews in Bluebeam. Such digital plans are received as email attachments and manually loaded as documents into EnerGov. Most plan review is still done on paper plan sets. This process is inefficient and does not take full advantage of electronic permitting capabilities. While a few DBS staff are proficient in using Bluebeam from previous jobs, most staff have received little or no training in Bluebeam.

Recommendation V.3 – Ensure that the future permitting process system supports automated notification, review routing, and electronic plan review as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). The system should be configured to include standard automated routings and plan review steps (Workflow) that allow

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

multiple departments and reviewers to simultaneously review and mark up plans and other digital documents submitted through the portal. The system should allow:

- adding and deleting routing steps as needed to handle unusual review situations.
- automated consolidation of markups, comments, corrections, and notes into a single correction or comment letter or memo to be sent electronically via the portal to contacts associated with the application.
- each reviewer to apply and "burn in" digital approval stamps and other notations to appropriate pages in the electronic plans and documents.
- applicants to download marked-up and approved versions of digital plans and documents through the portal.
- applicants to upload requested corrected plans and other submittals at the correct stage of the review process.
- insertion and/or replacement of single PDF plan pages into multipage plan sets.

DBS staff need to be thoroughly trained in working with automated review routing and whichever electronic plan review software is selected.

Mobile Field Inspection Applications

Providing connected software for inspectors to do their work in the field is essential to the success of the future permitting process system. The City currently uses EnerGov IG Connect field inspection software on Apple iPads. Inspection requests from applicants and contractors are made on the CSS portal or in the main EnerGov program, after which they are assigned and downloaded each day to each inspector's iPad. Inspectors can pull up a given inspection request, note corrections, approve or fail an inspection, capture digital signatures of the inspector and recipient of the inspection, and send an automated email with inspection results to the contractor and other contacts in minutes from the field.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

This reduces the amount of office work an inspector must do at the end of the day and customers appreciate getting inspection results quickly.

Some inspectors have had the following issues with IG Connect:

- At locations with poor or no cell service, inspectors cannot complete inspections. When cell service is available, previously unrecorded results may not be updated correctly in the main database.
- Contractors often request additional inspections while meeting with an inspector at the job site, but inspectors cannot add new inspections in the field, on top of those previously scheduled for the day.

> **Recommendation V.4 –** Ensure that the mobile field inspection component of the future enterprise permitting system replicates capabilities used by DBS inspectors today and include capabilities as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). In particular, the future system should include two important capabilities to remedy issues with the existing system:
>
> - Ability to work reliably and update accurately in areas with poor or no cell service, by automatically storing results and updating the back-end database when a cell connection is available.
> - Ability to add new inspections while out in the field.

Digital Document Storage

DBS staff create, access, file, and store thousands of pages of plans, specs, reports, memos, and other documents while processing applications and permits. Most large-format plan drawings are still handled in paper form during the review process, with plan storage on shelves and in bins or file cabinets. After finalizing a permit, one set of approved plans is boxed with other plans and sent to

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

records management at City Hall for scanning, indexing, and archiving on the Application Xtender document management system. Reports, memos, spreadsheets, and other small-format Microsoft Office documents created during application processing are stored by individuals who have to remember to manually upload files to department network share drives and/or local hard drives.

This fragmented storage of both large- and small-format documents requires additional staff time to handle paper, risks loss of key documents stored in department network share drives, and risks losing track of documents stored on local hard drives.

Archiving only a portion of a file's documents on Application Xtender requires the additional cost and time to scan paper and could make potentially important documents unavailable in the future.

> **Recommendation V.5 –** The future permitting process should support cloud-based document storage capabilities associated with all permit and application types as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). The future system should facilitate easy saving of all large- and small-format documents from within an application workflow, instead of saving to a network shared or local hard drives. This will encourage saving critical documents in this centralized location. Records Management may choose to selectively download certain digital documents to Application Xtender for public records requests **OR** members of the public conducting record searches for permit information could access permit information directly from the future enterprise permitting system via the on-line portal or other portal user interface.

Geographic Information Systems (GIS)

Considerable GIS technology and data layers are potentially available to DBS staff, through extensive existing ESRI licenses of both ArcGIS Pro desktop and ArcGIS Online. Details are included in **Appendix E**. Planning staff are the primary users of GIS data and use GIS to review locations associated with Planning

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

applications, produce vicinity maps, and generate lists for mailing labels for public notices. Despite the wealth of available GIS software and data, DBS staff utilization of GIS is extremely low. It has been hampered for months by periodic crashes loading ArcGIS Pro on HP laptops recently acquired for Planning staff. Recent investigations suggest a time-out problem with a legacy ArcSDE server and not the laptops themselves. GIS is supported by only one individual in IT.

Recommendation V.6 – The future permitting process system should support GIS capabilities associated with all permit, license, and application types and code enforcement as required in RFP 3178 and demonstrated per the scripts for vendor demos (see **Appendix D**). These capabilities should include:

- generating mailing labels, hearing notice postcards, and lists of properties within a certain radius of a land use application.
- Creating ad hoc polygon boundaries of multiple parcels (and fragments of parcels) associated with complex projects. This would allow identifying permits, land-use applications and their requirements related to complex project boundaries by clicking and drilling down from a map.
- Providing public access to up-to-date GIS data in a "What's in my Neighborhood?" portal page.

Network Infrastructure

The City's network infrastructure is vital for any future permitting process system to function in a fast, reliable manner. This network infrastructure currently includes:

- One gigabit/sec (GB) fiber connects all buildings across the city.
- Each workstation is equipped with a 1GB network interface card; each network closet has a new Cisco Meraki GB switch.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Wave Communications currently provides a 1GB internet connection with a secondary internet connection through Frontier Communications at City Hall. IT is transitioning that Frontier service to a second discreet WAVE internet service, allowing a transition to the backup internet without changing external IP addresses. That project is scheduled to be completed by late spring.
- A single Cisco model 4150 core network switch at City Hall has become a bottleneck for network traffic with the addition of additional security and traffic cameras, VOIP traffic, and other hardware requiring substantial bandwidth. This has resulted in complaints from DBS staff about slow network response using EnerGov and dropped calls on the agency phone system.
- Two new Cisco model 9500 core switches with substantially increased capacity are scheduled for installation when the hardware arrives from the manufacturer (in China).
- The change from the internally-hosted EnerGov system to a potential cloud-based system will increase demands for bandwidth, especially for electronic plan documents retrieved from cloud-based storage.

Recommendation V.7 – The City's IT Department should constantly monitor network traffic and bandwidth demand from the new permitting process system, set automatic notifications to IT staff when issues occur, and quickly make repairs and adjustments at the core switches and other hardware to maintain bandwidth for DBS. In the event that a cloud-based permitting system is chosen, network performance recommendations from the software vendor should be provided and maintained for all DBS users

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VI. How should work processes be improved?

This chapter discusses the key work processes of DBS and ways to make these processes more efficient, reduce turnaround times, achieve better outcomes and realize the strategic goals of DBS that address work processes. The chapter covers these processes:

- End-to-end permit intake, routing, review, inspection and finalizing
- Paperless Parallel Processing with Electronic Plan Review
- Field Inspection Hardware/Software
- Development Agreements
- Land-Use Application Processing
- Long-Range Planning
- Business Licensing
- Code enforcement for derelict houses
- Code enforcement for junk vehicles
- Rental unit registration and inspection

The most critical process is the processing of building permits given the volume of permits and fees involved. New processes should be implemented, facilitated by a new permitting system that feature parallel reviews, workflow technology, and using digital plans and drawings, and automated tools for inspections.

End-to-end Integration of Permit intake, routing, review, inspection and finalizing

DBS should provide for "life-cycle" review of permit applications from initial intake, through application review, final approvals, and archiving. End-to-end processing integration should encompass everything from customers being able to submit any type of application using a self-service on-line portal, through automated routing to staff who need to review, comment, and approve, to public hearings where required, to issuance of the permit or approval back to the applicant via the portal, to scheduling and managing inspections and final approvals in the field. Integration should also document projects approvals that arise through development agreements and impact fee requirements. Such integration should help to remedy the currently siloed, sequential series of largely manual workflows in DBS, supplemented by manually updated spreadsheets, Word documents, and

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

paper log sheets, with the permit system serving as little more than an electronic "card file" system to record a few key dates and actions after the fact.

Partial, incomplete efforts have been made to achieve end-to-end integration in EnerGov, using the EnerGov Customer Self-Service (CSS) public portal for application submittal on the front end and IG Connect field inspections at the end of the process. Application submittal using CSS has been postponed due to applicant confusion in choosing the correct application type and creation of duplicate contact records. IG Connect functions moderately well, except when cell service is poor or non-existent.

> **Recommendation VI.1 –** In considering an RFP for a future permitting process system, the City should look for the best end-to-end integration suite of tools offered by a vendor. Where a vendor's solution incorporates some third-party products and services (such as electronic plan review, report writers, GIS, field inspection software, cashiering, etc.) that link with a vendor's main system, seamless integration is particularly important. One example to consider is how well a third-party electronic plan review application integrates with a) the on-line portal to send and receive digital drawing files, b) automated creation and sending of correction notices, and c) storage of digital documents related to the permit or land-use application.

Paperless Parallel Processing with Electronic Plan Review

In order to speed up reviews, all types of permits, licenses, and applications that require reviews by multiple agencies and staff should be reviewed in parallel, allowing multiple reviewers to perform their review tasks simultaneously. However, the current process features each reviewer looking at paper plans and drawings before handing them on to the next reviewer. Using paper makes it impossible to achieve parallel reviews which are much quicker and efficient. Instead of marking up paper, modern electronic plan review software allows all staff to access the same set of digital plans and other documents to add digital markups, corrections, notes, and stamps. A modern system should also expedite issuance of correction letters and incorporating updated plans and drawings.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

In addition to building permits, all planning and land-use applications should use this technology to review digital plans, consultant reports, staff reports, hearing decisions, and other documents. Furthermore, it is imperative that all DBS staff in Building, Planning, FMO, Public Works, Business Licensing, Economic Development, and Code Enforcement have thorough training to become as proficient in the use of the electronic plan review software as they are with Microsoft Word and email.

Recommendation VI.2 – Make sure that the following key functionality is integrated with the future permitting process system, to facilitate parallel, paperless processing:

1. Self-service on-line portal to allow applications to be filed along with managing the submittal of digital plans and documents
2. Automated routing for staff review to keep the review process moving
3. Electronic plan review app to allow simultaneous review and mark-up of digital plans
4. Markups and corrections noted on the digital plans should automatically flow into correction letters that are automatically emailed to the applicant
5. The system should send an automated correction letter to the applicant and allow the applicant to retrieve the marked-up plans through the on-line portal. The applicant should resubmit, via the portal, only the pages from the plan set that have been corrected, and the system should facilitate inserting the corrected pages into the full plan set for the next round of plan review. The system should automatically assign a version number to plans used in each round of plan review

Field Inspection Hardware/Software

Virtually all types of permits, licenses, land-use applications, and code enforcement require field inspections to verify compliance with codes and conditions of approval as a project is built out or violations are resolved. Inspections prescribed by approval of a permit or land-use application are

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

typically requested by contractors and applicants using the on-line public portal. Ad hoc inspections may be performed at any time by staff to check on-going compliance.

Speedy posting of complete, accurate inspection results immediately from the field benefits contractors by alerting them to required corrections and allowing work to move ahead quickly when each stage of inspection is approved. Inspectors also benefit by completing each inspection at the job site, with little or no follow-up or paperwork to be done at the end of the day.

> **Recommendation VI.3 –** Acquire, install and implement a field inspection application and associated hardware that is compatible with the future permitting process system. Field inspection hardware should be compatible with the Cisco Meraki Mobile Device Management (MDM) standard adopted by IT. The field inspection software should accommodate a range of inspection tasks across the six main groups of the DBS organization: Building, Fire Marshal, Public Works, Planning applications, Business Licensing, and Code Enforcement. The system should be able to schedule prescribed inspections for Building, Fire, Planning and Public Works, plus ad hoc inspections not requested by the applicant for all groups.

Development Agreements

DBS Economic Development staff pursue policies and projects that address the vision and strategic goals of the community. Development Agreements are negotiated agreements between the City and a developer to clarify both the scope and timing of new development and to provide a consolidated approval framework for large projects. No fees are collected by the City, under the assumption that increased tax revenue from the development will more than offset the lost permit revenue.

Development Agreements (DAs) are currently done manually, on paper and with Microsoft Word and Excel, with no data entered in EnerGov and no system workflow to assist processing. The final negotiated Development Agreement is recorded on the subject property with the Snohomish County

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Auditor's Office. This memorializes the agreed-upon duties and responsibilities of both parties and is intended to transfer the requirements to new owners in the event the property is sold.

DAs may interact with other land-use approvals over wide areas of the project for years or decades to come. It is imperative that they be tracked in the future permitting system so their provisions may be easily accessed during future application review. Staff do not consistently monitor long-term compliance with the provisions of individual Development Agreements but should do so in the future using timed reminders programmed in the permitting system.

Development Agreements often span multiple parcels and encompass multiple street addresses; they should be mapped in GIS so staff can locate and drill down into the provisions from a map, even if addresses and parcel boundaries change in the future.

Recommendation VI.4 – Tracking Development Agreements would enable identification and tracking of outcomes achieved. The following should be included as an application type in the future permit processing system:

1. Include automated workflow with electronic plan review to speed up review and approval,
2. Include links to GIS (linked to polygonal geographical project extents) to map the potentially complex assemblage of parcels and addresses encompassed by the DA,
3. Incorporate on-line document storage to allow present and future staff full access to all documents (including the final recorded agreement) to track requirements and compliance during the lifetime of the DA, and
4. Include the ability to set alerts for site visits, conditions of approval with specific follow-up dates, and periodic inspections scheduled in the future system.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Land-Use Application Processing

Requirements for processing land-use applications, holding hearings, and issuing decisions are governed by the Lynnwood Municipal Code (LMC). The LMC sets forth six decision-making processes (note that the LMC no longer defines a "Process V" so that number is skipped in the following text):

- Process I – Public Hearing and decision by Hearing Examiner
- Process II – Administrative decisions appealed to the Hearing Examiner
- Process III – Administrative permits review process
- Process IV – Decision by City Council after Review by Planning Commission
- Process VI – Appeals of administrative decisions to the Hearing Examiner
- Process VII – Appeals of decisions by the Hearing Examiner to City Council

Noticing, hearing, and decision requirements in the LMC are slightly different from one decision-making process to another, complicating staff work in processing applications. For example, the hearing notice for a Process I (Hearing Examiner) application must be sent at least 20 days prior to the hearing, but the Notice of Impending Decision for a Process III (administrative) application must be sent only 14 days before. Process I notices must be mailed to property owners within 300 feet, but Process III notices must be sent to 300-foot radius property owners and to occupants/tenants of multiple-tenant buildings and mobile home parks within the same radius as well.

Planning staff have identified potential changes to the LMC to create more common procedural requirements, while still preserving the existing tiers of review (Administrative, Hearing Examiner, Planning Commission, and City Council).

LMC 1.35.080 provides for process consolidation of two or more applications, where the applications would follow different processes if done separately. For example, a Short Plat is normally a Process III admin decision, but if a Variance is required (Process I – Hearing Examiner), the combined application would be heard by the Hearing Examiner.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Efficiencies should be identified and implemented to improve the process for applicants and the community.

Recommendation VI.5 - Retain a code consultant to work with Planning staff on potential changes to the LMC. Strategica also recommends that the implementation of the future permitting system not be held up waiting for LMC code changes to be made. In our experience, code changes sometimes take much longer than originally anticipated and most modern permit software systems have configuration tools that allow changing workflow processes that may result from any likely code changes.

Recommendation VI.6 – Configure the future permitting system so that application combinations are entered as separate applications, grouped as a "project" in the system, with the higher-process application designated as the primary application.

Often overshadowed by the rush to churn out building permits, effective long range planning can be the difference between just another anonymous suburb and a place with unique amenities and character. Long range planning products should be processed and tracked the same as building permits in the new enterprise permitting system.

Long-Range Planning

Planning functions in DBS include both "current planning" (review of land-use applications) and "long-range planning" (preparation and maintenance of area and neighborhood plans, critical areas, transportation planning, and other activities that are not site-specific). While most of the focus of the permit processing system is on applications handled in current planning, DBS should track long-range planning polices and projects in the permitting process system. Like permit applications, long-range planning policies and projects involve multiple reviewers, production of documents, scheduling of meetings and hearings, and occur within project boundaries (such as neighborhoods and critical areas) that can be delineated in GIS. Being able to view and drill down into a long-range planning projects on a map would enrich decision making and help avoid possible conflicts where future land-use applications and permits fall within that planning project boundary.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VI.7 – Long-Range Planning should be included as an application type in the new system to provide staff with the same automated tools as they use for processing land-use applications and permits. Automated workflow should be used to track and schedule staff reviews, meetings, preparation of documents and reports for neighborhood, Planning Commission, and City Council hearings. The boundaries of the long-range planning project should be mapped in GIS, and all documents should be stored electronically for present and future staff to access. Because this would be an internal application type, no application would be available to the public on the on-line portal. This process would enable identification and tracking of outcomes achieved by adopted plans and policies.

Business Licensing

Starting in November 2019, the State Legislature mandated that all Washington municipalities process business license applications, issuances, and renewals on the Business License System (BLS) developed and operated by the State Department of Revenue (DOR). This mandate has provided some efficiencies for the customer and the licensing process. However, there are aspects of the licensing system that should be improved or that resulted in additional work for DBS staff:

- Instead of routing regulatory business license reviews electronically to affected city departments, routing is done manually using a spreadsheet and email.
- DBS must monitor reports from the State BLS system for licensees that are paid late and send a letter or invoice to collect a late fee, as is presently done on 551 accounts as of 2/7/2020. The State does not collect such late fees for the City.
- DBS must manually send out Occupancy Fee letters and invoices to collect alcohol fees from full-service restaurants because they are not included in BLS.
- DBS manually monitors accounts on the State termination report (115 account terminations at present) to see if the businesses are actually terminated or still doing business in Lynnwood.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- DBS must follow up on 3,726 accounts that the State shows as doing business in Lynnwood that have never filed for a City business license before.
- DBS must follow up on 380 accounts that have not renewed their business license through BLS.
- BLS customer service to businesses at times is not very helpful, referring calls back to the City.

The City has become the de-facto fee collection agency for the DOR because the State does not attempt to collect any overdue business license fees. If a business fails to renew on BLS, the State sends two reminder notices, but if the business fails to respond, the State simply closes the account and refers the account to the City for collection. Also, the City is responsible for collection of all other regulatory non-State-related fees for businesses such as garbage collection, establishments serving alcohol, and body scrub parlors. The City must follow up by verifying if the business is still open and send collection letters for overdue amounts.

After three months on the State program, it is apparent that revenues are down primarily because the State prorates City license renewal due dates to coincide with the business license fee due dates on the State licenses. This process does not coincide with how Lynnwood previously issued business licenses on an annual basis making it more difficult to forecast and budget City fee revenue.

Lynnwood is evaluating other cities to learn from their experience and identify best practices. For example, Kirkland has seen a revenue loss after the first three months due to proration and sending of collection letters. They also have the same equivalent license volume administered. However, Kirkland has 1.5 staff FTEs for business license administration which is 0.5 FTE greater than Lynnwood. Kirkland's collection ordinance also allows them to go back and collect delinquent fees for three prior years plus penalties and one year forward. This process has resulted in over one million dollars of additional collections. Lynnwood could collect close to $500,000 if similar changes were implemented.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

There is currently no automated way to update Business Licensing records in EnerGov, based on changes in BLS. Without hand-keyed manual updates, data in EnerGov will become increasingly out of date and less reliable.

Recommendation VI.8 To maintain up-to-date information on licensed businesses in Lynnwood, the City should pursue periodic data updates of license data from BLS and create methods to import BLS data into the future permitting process system.

Recommendation VI.9 The City should implement changes to the LMC and department procedures to allow back billing for unpaid fees and penalties for up to three years back.

Recommendation VI.10 Ensure that the future permitting system includes a business license module to register all businesses in the City of Lynnwood, independently of licensing under the State BLS. This would include downloading BLS data to keep the Lynnwood data up to date, automated routing for departments to review new applications, and billing capabilities for following up on unpaid renewals and additional fees for businesses such as garbage collection, establishments serving alcohol, and body scrub parlors.

Recommendation VI.11 As reliable licensing volume data is available, DBS should budget for sufficient staff to handle manual processing tasks associated with business licensing tasks not handled by the State BLS.

The DBS code enforcement does a good job of achieving compliance for most cases but needs new procedural and legal tools for dealing with derelict houses and junk cars.

Code Enforcement

The code enforcement unit within DBS is currently comprised of one staffed Code Enforcement Officer (CEO) position and one additional vacant CEO position. The unit closes approximately 500 cases per year although that number varies from year to year. The majority of cases are investigated, mitigated and closed within 180 days. As of February 2020, 8 cases (comprising 13 separate violations) had been open beyond 180 days. Of these 13 outstanding violations, 6 were for

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

houses that were unsafe to occupy or junked vehicles on private property but visible from the street. The oldest case (a derelict house) has been on the books for more than three years. Despite the best efforts of the Code Enforcement unit, these cases linger due to uncooperative property owners or difficulties in finding responsible parties.

In some of the outstanding derelict house cases, the responsible property owners were recently deceased, and the heirs are difficult to track down or are not cooperative or competent. In some junk vehicle cases, it can also be difficult to track down registered vehicle owners to obtain cooperation in removing the vehicles or the property owners may not agree to remove the vehicle. Usually, these junk vehicles have some scrap value and once title is made available, it is relatively easy to have them towed away and sold. But if the vehicle is on private property and title is not available, it requires the cooperation of the property owner in the absence of a warrant.

Legal remedies are available to the City to mitigate these conditions; however, these remedies are difficult to undertake since they often require a warrant from Snohomish County Superior Court. Thus far, the Code Enforcement unit has not been able to obtain adequate legal support from the resources currently available. The current code enforcement process relies on informal persuasion and fines to motivate compliance, which is eventually effective in most cases. However, for the most egregious cases, more intensive methods, including legal discovery tools and litigation, are required.

If the City opts to improve the code enforcement process, further study will be needed to identify specific recommendations, which may include additional staffing to handle the informal persuasion code enforcement tactics while other staff are following up with more egregious violations and litigated cases.

In the same way that “life-cycle” permit processing integration can help expedite permits and land-use applications, Code Enforcement can benefit from such integration. This would involve the public using the on-line portal to enter complaints (anonymously or not); automated workflow among code

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

enforcement officers, planners, inspectors, and other staff; creation of routine forms such as the Notice of Violation; tracking inspections and site visits; maintaining lists of property owners, tenants, complainants, property managers, etc.; and keeping an extemporaneous log of everything that's transpired with the violation, in the event that stronger civil and/or criminal actions must be taken.

Rental Unit Regulation

The City should also address the fact that 43% of the housing stock in Lynnwood are rental properties (this includes apartments). Cities with such high proportions of rental units are adopting rental unit registry and inspection programs to maintain their housing stock and property values and ensure that rental units are maintained to code and incorporate life safety measures such as smoke and carbon monoxide detectors. Tenants are often hesitant to report code violations for fear of landlord retribution. A proactive registry and inspection program addresses this problem by making inspection mandatory rather than just based on complaints.

Recommendation VI.12 – The City should hire and fill the existing vacant Code Enforcement Officer position and assign each officer geographically-based territories (e.g., South Lynnwood, North Lynnwood).

Recommendation VI.13 The City should choose a software solution that supports Code Enforcement with the ability to receive complaints via the on-line portal, conduct automated workflow and creation of routine notices, enter inspection results and site visits in the field, and track all the parcels, addresses, and people involved with code enforcement cases.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VI.14 – Strengthen the process for mitigating derelict houses to include a stronger litigation component and a new cost recovery procedure under the authority of RCW 35.80. This would include:

1. Retain contract legal services focused on code enforcement to initiate litigation on difficult derelict house cases to obtain abatement warrants through Snohomish County Superior Court to mitigate the blight (i.e., demolition).

2. Recover the abatement cost (typically demolition which can amount to $50,000 or more) through a Special Assessment on the property to recover the costs through property tax collections, or a tax foreclosure and sale if necessary. RCW 35.80.030 (1)(h) provides that:

   "…amount of the cost of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the board or officer, shall be assessed against the real property upon which such cost was incurred…"

   And that

   "…county treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year…"

This unoccupied house on 200th St SW is literally collapsing, constitutes a blight and a safety hazard and needs to be demolished

RCW 35.80.030 also specifies the due process protections that may be afforded the property owner. If adopted into ordinance by the City, these protections will require the City to serve notice to all interested parties (RCW 35.80.030 (1)(c)) of the violation and an order to mitigate (up to and including demolition).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

3. Provide additional due process protection to property owners by utilizing the City's contracted hearing examiner to hear appeals to abatement orders.

Recommendation VI.15 – Expedite the process to remove junk vehicles that incorporates issuance of the initial infraction within 30 days of initial contact with the property owner. Second infractions should be issued after 60 days of initial contact if the vehicles have not been removed.

Recommendation VI.16 – Implement a Rental Unit Registry (RUR) program in the City for purposes of encouraging preventive maintenance of rental units, protecting the interest of vulnerable tenants (e.g., low income, disabled) that may be resistant to lodging complaints with their landlords, and maintaining the housing stock and property values in the City. The RUR should be administered by the Code Enforcement Unit of Development and Business Services and should incorporate the following features:

With 43% of the City's housing stock rented out, the City needs to design and implement a program for ensuring that these housing units are safe, meet code and do not deviate or detract from community standards.

1) **Scope of Program.** The program should apply to any housing unit available for long term rental. Exemptions may include short-term rental (Air BNBs), hotels & motels, government-owned or subsidized rental housing (Section 8), owner-occupied rental housing (e.g. owner lives in one-half of a duplex or the property owner rents out a room), and properties built within the past five years.
2) **Rental Unit Registration.** Registration should be renewed annually. A detailed process and fee study is warranted to ensure the fees are accurate and defensible.
3) **Registration requirements.** The registration should include contact info to identity the property owner and insurer. For property owners located out-of-state, the registration should require a Snohomish County contact that will accept legal notices and Notices of Violations. Registration should require a property owner to agree to expedited authority of the City to abate nuisances and blight with less due process (e.g., hearing officer appeal is final) and at owner's expense, and that all outstanding code violations be cured before annual certificate is issued. The registration certificate should include an inspection guide listing

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

criteria used in quadrennial inspections. Finally, the Certificate cannot be transferable if the property is sold.

4) **Inspections.** Inspections should be required within a specific term, such as every four years, and accelerated to annually for rental units with violation history of 5 or more violations in any one calendar year. Inspections should be noticed beforehand to both the property owner and the tenant so a property owner has a chance to clean up potential problems.

5) **Inspections Fees.** The initial inspection should be free to encourage compliance. If violations are found that need to be corrected and re-inspected, fees could be charged.

6) **Initial Inspections.** At the RUR program inception, DBS should assign all registered units to four zones. Each zone should be inspected during one of the first four years. DBS could also phase it in by age of building – oldest units first, or properties with a history of code violations. An inspection and new registration should also be triggered by a change in ownership.

7) **Mitigation.** A property owner should be given specific timelines to correct both non-life threatening and life-threatening violations. A follow-up inspection should be scheduled based on the highest-scoring (most serious) violation (30 days if no life-threatening violations).

8) **Program staffing.** Rough estimates show that the program would require approximately 2,000 inspections per year. Assuming an inspector could handle 4 to 6 inspections per day, this would require 1.5 to 2 inspector FTEs. An additional FTE may be required to handle the administrative tasks of registrations, accounting, processing violations, etc. for a total FTE count of 2.5 to 3. The exact number of positions should be determined once program specifications are finalized.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix A – Adopted 2020-22 DBS Strategic Plan

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Goal 1 – Create a positive service culture for applicants

Tactics

a. Hire and retain people with a customer service mentality
b. Simplify (or communicate simply) our processes so applicants can understand them
c. Provide customer service training for DBS staff
d. Provide recognition and rewards for good customer service
e. Shorten turnaround times (while still meeting our regulatory responsibilities)
f. Define and track customer service metrics

Goal 2 – Build systems, processes and codes to work smarter and more efficient

Tactics

a. Implement a new user-friendly, DBS-wide permitting system that facilitates accurate data, 24/7 access and workflow data sharing
    1. Align work processes with the capabilities and functions of the new system
    2. Streamline permit types and supporting processes
    3. Obtain continuous training in the software functionality for DBS staff
b. Streamline and untangle our codes and regulations
    1. Eliminate duplicative sections and resolve conflicts
    2. Modernize regulations to address projected development patterns
    3. Make it easy for applicants and businesses to access and understand
    4. Streamline the zoning code

Goal 3 – Develop staff expertise and a culture to address Lynnwood's future growth

Tactics

a. Identify the expertise, qualifications and skills we need
b. Determine how many staff we need and hire up to that level

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

c. Create an organizational structure that promotes accountability for results and fosters a cohesive, positive culture
d. Train our people in customer service and technical expertise for their success
e. Update and/or create new job descriptions that match DBS needs
f. Provide staff the flexibility to work with applicants to identify solutions and solve problems
g. Track performance to ensure accountability to our mission and strategy

Goal 4 – Enhance quality of life through implementing the Lynnwood Comprehensive Plan

Tactics

a. Track implementation of the current Comprehensive Plan
b. Gear up for the 2023 update of the Comprehensive Plan and make it simpler and more accessible
c. Develop plans through meaningful public engagement
d. Implement fair and equitable code enforcement
    1. Build a system allowing us to expeditiously process the tougher cases

Goal 5 – Attract businesses and development partners to succeed in Lynnwood

Tactics

a. Explore and adopt programs to promote new business formation and expansion
b. Partner with the Lynnwood Chamber and other business organizations for economic vitality
c. Change public perception on how friendly it is to do business in Lynnwood
d. Promote tourism, visitor spending and hotel stays
e. Prioritize and facilitate development of projects for community benefit
    1. Quantify and communicate the benefit to the community

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix B – Recommended Performance Measures

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Performance Measures

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Permit Counter								
1	Average calendar days between final inspection and closeout	energov or replacement	subtract julian date of final inspection from closeout date for all permits closed out during month. Calc mean of all elapsed times	final inspection logged	permit closed out	monthly	permit counter supervisor	shorten turnaround times
2	Average calendar days between plan submittal and completeness check	energov or replacement	subtract julian date of submittal from completeness check for all plans deemed complete during month. Calc mean of all elapsed times	plans submitted	completeness check	monthly	permit counter supervisor	shorten turnaround times
3	Average call hold time	ACD	Calc mean of all hold times on incoming calls during the day	incoming call	call answered	daily	permit counter supervisor	positive service culture
4	Average time to respond to emails	?	subtract julian date of email received from date of response for all email responses during month. Calc mean of all elapsed times	email received	email answered	daily	permit counter supervisor	positive service culture
Code Enforcement								
5	Average calendar days, complaint to initial inspection	energov or replacement	subtract julian date of complaint received from initial inspection date for all complaints received during month. Calc mean of all elapsed times	complaint logged	initial inspection logged	monthly	Building Official	expeditious processing of code enforce cases
6	Average calendar days, Initial inspection to forced compliance	energov or replacement	subtract julian date of initial inspection from closure date for all forced cases closed during month. Calc mean of all elapsed times	initial inspection logged	forced compliance case closed	monthly	Building Official	expeditious processing of code enforce cases
7	Average calendar days, Initial inspection to voluntary compliance	energov or replacement	subtract julian date of initial inspection from closure date for all voluntarily resolved cases closed during month. Calc mean of all elapsed times	initial inspection logged	voluntary compliance case closed	monthly	Building Official	expeditious processing of code enforce cases
8	Percentage of cases resolved through forced compliance	energov or replacement	# of forced compliance cases closed during month divided by all informal+voluntary+forced cases closed during the month	N/A	forced compliance case closed	monthly	Building Official	fair & equitable code enforcement
9	Percentage of cases resolved through voluntary compliance	energov or replacement	# of voluntary compliance cases closed during month divided by all informal+voluntary+forced cases closed during the month	N/A	voluntary compliance case closed	monthly	Building Official	fair & equitable code enforcement
10	Percentage of cases resolved through informal measures (door hangars, etc.)	energov or replacement	# of informally resolved compliance cases closed during month divided by all informal+voluntary+forced cases closed during the month	N/A	informally resolved case closed	monthly	Building Official	fair & equitable code enforcement
11	# of cases unresolved longer than 365 days	energov or replacement	subtract julian date of initial complaint or observation from current date. Sum # of cases where elapsed time is greater than 365	initial inspection logged	N/A	monthly	Building Official	expeditious processing of code enforce cases

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Plan Review & Inspection (building/public works/fire)								
12	Average # of calendar days from plan submittal to completion of all reviews by Department (building, public works, FMO)	energov or replacement	subtract julian date of plan submittal from date of last finished review for the cycle for all applications where all reviews are complete during month. Calc mean of all elapsed times	plans submitted & logged into system	last review completed per cycle	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
13	Average # of calendar days per review (review assigned to correction letter/pass) by Department (building, public works, FMO)	energov or replacement	subtract julian date of plan submittal from date of each finished review for all applications where at least one review was completed during month. Calc mean of all elapsed times	review assigned	each review completed	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
14	Development: Average calendar days from request to inspection: Commercial (by Department (building, public works, FMO))	energov or replacement	subtract julian date of inspection request from date of inspection for all completed commercial inspections during month. Calc mean of all elapsed times	inspection request received	inspection results logged in	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
15	Development: Average calendar days from request to inspection: Residential (by Department (building, public works, FMO))	energov or replacement	subtract julian date of inspection request from date of inspection for all completed residential inspections during month. Calc mean of all elapsed times	inspection request received	inspection results logged in	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)
16	# of plan review cycles by Department (building, public works, FMO)	energov or replacement	sum the number of review cycles for each application sorted by reviewing department	review assigned	review completed	monthly	Building Official/ PW supervisor/ Fire Marshal	shorten turnaround times (while meeting regulatory reqts)

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Planning								
17	Average # of calendar days to issue notice of complete application or request for additional information	energov or replacement	subtract julian date of application received from date of notice of complete application/request for additional info issued for all applications where a notice was issued during month. Calc mean of all elapsed times	Application received	Notice of complete application request for add'l info issued	quarterly	Planning Manager	RCW 36.70B.070
18	Average # of calendar days to post public notices	energov or replacement	subtract julian date of notice of complete application from date of public notice posting for all applications where a public notice was posted during month. Calc mean of all elapsed times	Notice of Complete Application issued	Public notice posted	quarterly	Planning Manager	shorten turnaround times (while meeting regulatory reqts)
19	Average # of calendar days to send first round of comments to applicant	energov or replacement	subtract julian date of public notice posted from date comment letter was sent to applicant for all applications where comments were received. Calc mean of all elapsed times.	Public notice posted	Comments sent	quarterly	Planning Manager	shorten turnaround times (while meeting regulatory reqts)
20	Average # of calendar days to issue notice of decision	energov or replacement	subtract julian date of conclusion of testimony or notice of impending decision from date of notice of decision issued for all applications where a notice was issued during month. Calc mean of all elapsed times	conclusion of testimony (hearing examiner) or notice of impending decision (admin cases)	Notice issued	quarterly	Planning Manager	RCW 36.70B.080
21	Average # of round of comments sent to applicant	energov or replacement	Divide total number of rounds of comments by the number of applications receiving comments	decision made		quarterly	Planning Manager	statistical

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

	Org Unit/Measure	data source	calculation method	Trigger event	Terminal event	reporting frequency	responsible party	Purpose or strategy link
Business licensing								
22	Average # of calendar days between application and submittal of approval to WA DOR	State system	subtract julian date of license application from date approved application submitted to DOR for all licenses submitted to DOR during month. Calc mean of all elapsed times	Application received	Approved application logged into DOR system	monthly	Building Official	shorten turnaround times (while meeting regulatory reqts)
23	Average # of calendar days between regulatory license application and approval	energov or replacement	subtract julian date of regulatory license application from date approved for all licenses approved during a selected time period. Calc mean of all elapsed times	Application received	Approved license	As needed	Building Official	shorten turnaround times (while meeting regulatory reqts)
Economic Development								
24	applicant satisfaction index	survey monkey tool	% of applicants expressing target level of overall satisfaction	N/A	N/A	semi-annual	Econ Dev Director	positive service culture

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Input/Output Measures

DBS Input/Output Measures - Proposed				
Org Unit/Measure		data source	reporting frequency	responsible party
Permit Counter				
1	# of plan submittals by permit type	energov or replacemnt	monthly	permit counter supervisor
2	# of counter visits	TBD	daily	permit counter supervisor
3	# of phone call	ACD	daily	permit counter supervisor
Code Enforcement				
4	# of complaints	energov or replacemnt	monthly	Building Official
5	# of inspections	energov or replacemnt	monthly	Building Official
6	# of cases closed	energov or replacemnt	monthly	Building Official
Plan Review & Inspection (building/public works/fire)				
7	# of plans reviewed by permit type	energov or replacemnt	monthly	Building Official
8	# of reviews by permit type	energov or replacemnt	monthly	Building Official
9	# of inspections by permit type	energov or replacemnt	monthly	building Official
10	# of permits issued by type	energov or replacemnt	monthly	building Official
11	# of review hours by permit type	energov or replacemnt	monthly	building Official

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

DBS Input/Output Measures - Proposed				
Org Unit/Measure		data source	reporting frequency	responsible party
Planning				
12	# of projects that use planned action ordinance	TBD	Annual	Planning Manager
13	# of formal partnership contacts (e.g., ST, AHA, HART, Edmonds School District)	TBD	Annual	Planning Manager
14	Amount/types of public outreach for projects	TBD	Annual	Planning Manager
15	# of public notices issued	energov or replacemnt	quarterly	Planning Manager
16	# of notices of decision issued	energov or replacemnt	quarterly	Planning Manager
17	# of complete applications received (RCW 36.70B.080)	energov or replacemnt	quarterly	Planning Manager
18	# of of complete applications received during the year for which a notice of final decision was issued before the deadline established	energov or replacemnt	quarterly	Planning Manager
19	# of applications received during the year for which a notice of final decision was issued after the deadline	energov or replacemnt	quarterly	Planning Manager
20	# of applications received during the year for which an extension of time was mutually agreed upon by the applicant and the city	energov or replacemnt	quarterly	Planning Manager
21	# of notices of decision issued	energov or replacemnt	quarterly	Planning Manager
Business licensing				
22	# of license applications received	State system	monthly	Building Official

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Planning Outcome Measures

	Org Unit/Measure	reporting frequency	responsible party	Purpose or strategy link
Planning Outcome Measures				
1	# of subsections of code changes proposed to Council that promote development and allow for greater flexibility	Annual	Planning Manager	remove unnecessary development obstacles and allow greater innovation in design and construction
2	% of City area overlaid by new or improved design guidelines	Annual	Planning Manager	Encourage design for all development within the City that promotes a sense of place
3	# of City road miles overlaid by streetscape standards	Annual	Planning Manager	Encourage design for all development within the City that promotes a sense of place
4	% of City area overlaid by new or improved sub-Area plans	Annual	Planning Manager	Encourage design for all development within the City that promotes a sense of place
5	# of subsidized and # of market-rate units approved	Annual	Planning Manager	Encourage the development of affordable housing for all income levels
6	% of eligible development utilizing MFTE	Annual	Planning Manager	?
7	% of population and employment growth specified by the Countywide Planning Policies occurring within designated Lynnwood Regional Growth Center and Highway 99	Annual	Planning Manager	?

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Economic Development Outcome Measures and Benchmarks

Org Unit/Measure		reporting frequency	responsible party	Purpose or strategy link
Economic Development/Tourism Outcome Measures				
1	Marketing impressions per dollar	Annual	ED Manager	Promote tourism, visitor spending and hotel stays
2	valuation of construction and public infrastructure in City Center	Annual	City Center Manager	Track City Center development goals
3	Tourism	Annual	ED Manager	Track tourism metrics
4	Development agreements	Annual	ED Manager	Track DA requirements
5	Policy Implementation	Annual	ED Manager	Track policy/plan achievements

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix C – Recommended DBS Organizational Structure

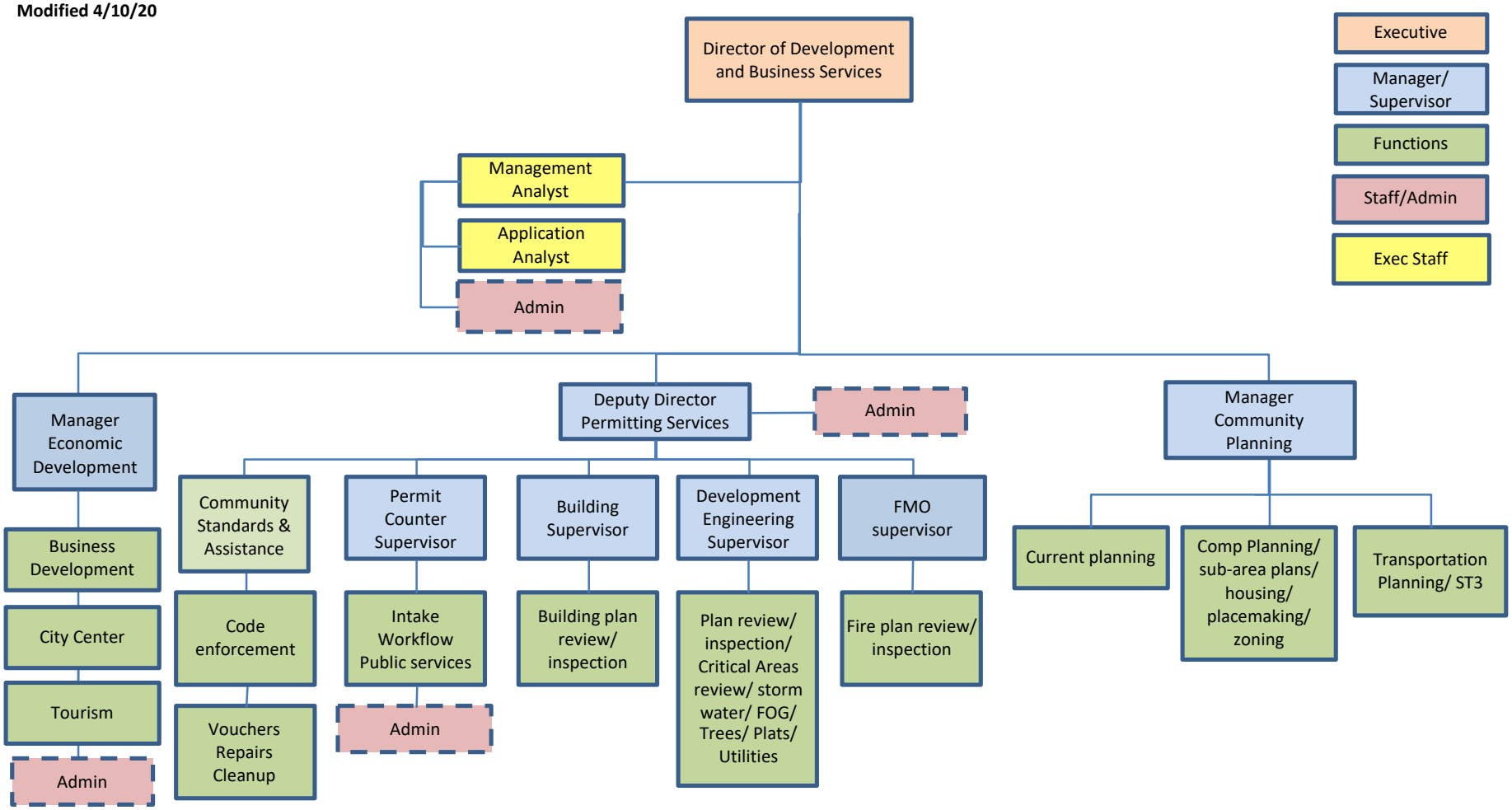
Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommended DBS Organizational Structure – Functional Chart

Lynnwood DBS
Proposed functional structure
Created 2/3/20
Modified 4/10/20

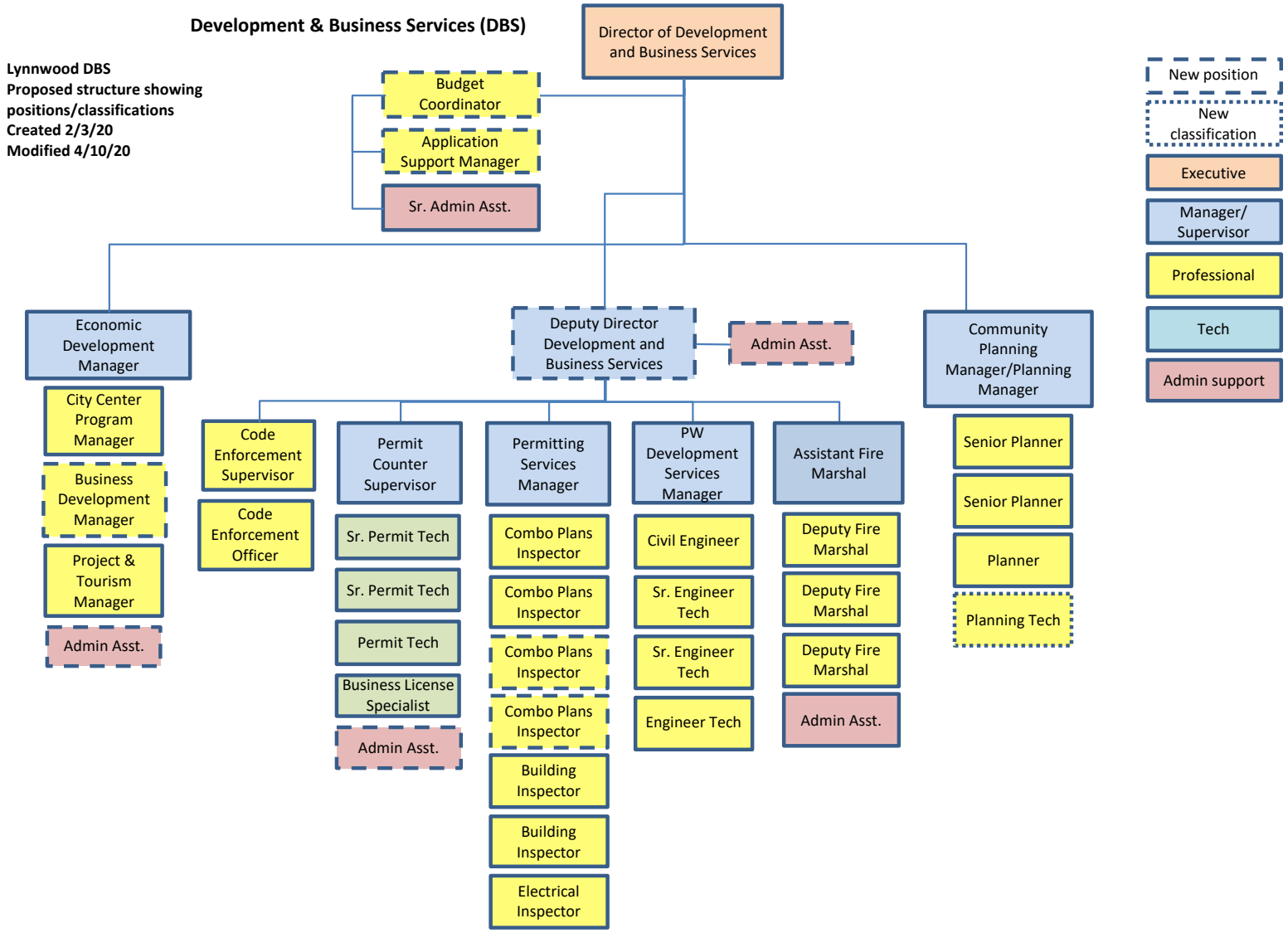
Development and Business Services

Position boxes are shown as representations only and not as the actual number of positions.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommended DBS Organizational Structure – Position Chart



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

City of Woodinville

Permitting Operational Analysis

Final Report

March 15, 2022

WOODINVILLE

STRATEGICA

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permitting Operational Analysis

Table of Contents

I. Executive Summary 1
II. What Work Was Performed 6
III. How Should the Permitting Function be Organized and Staffed? 8
Strategic Challenges and Goals 11
Staffing to Achieve Goals 13
Woodinville Fire & Rescue Contract 13
IV. Setting and Tracking Performance Targets 15
Setting Standards and Targets 16
Tracking and Reporting Performance 19
V. Getting Work Done Faster 21
Improving Application Forms and Checklists 22
Keeping Applications Flowing 23
Expediting Payment of Fees 24
Expediting Determinations of Completeness 26
Expediting and Simplifying Review Consolidations 29
Refine the Scope of the Design Review Committee 31
Streamlining Simple Building Permit Decisions 31
Marking Digital Plan Sets 32

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permitting Operational Analysis

Table of Contents

Permit Triage 34

VI. Getting More Value from Accela 36

Using Accela for Uploading/Downloading all Documents 37

Consolidating Document Storage 37

Including Consultants in System Workflow 38

Including owner/project sponsors in review comments 39

Designating the Project Manager as “Assigned To” for Applications in Accela 39

Entering Conditions of Approval in Accela 40

Identifying Code Deviations in Accela 41

Staff Training 42

VII. Serving the Public Better 43

Pre-application Conferences 43

Help for the Average Citizen 44

VII. Geographic Information System 47

Public Access to GIS 48

Critical Areas 50

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permitting Operational Analysis

Table of Contents

Addressing Point Layer 51

Utility Availability Maps 52

Active Projects Map Page on City Website 53

Accessing Documents via GIS Map 54

IX. Administrative Improvements 55

Clearing Inactive Applications 55

Investigating uninspected permits 56

Public Information Requests 56

Business/Liquor Licenses 57

Appendix A – GIS analyst job duties 59

Appendix B – Redline report specifications 60

Appendix C – Sample application checklists 61

Appendix D – List of recommendations 62

Appendix E – Implementation Plan ..... Separate document

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

I. Executive Summary

Background

This project began in late September 2021 as the result of concerns about permitting turnaround times, customer service, and whether the departments of Development Services (DS) and Public Works (PW) were positioned to deal with expected growth in Woodinville. Woodinville (population 13,000) has been transitioning from a small city characterized by suburban development, small-scale retail, and some light industry to more dense mixed-use projects and tourism-oriented development centered on the wine and spirits industry. Larger, more complicated projects coming on line have stressed the ability of the City DS and PW staff to process permits in a timely manner. Woodinville sought the advice of outside experts in organizational development, process improvement, and permitting systems to recommend impactful changes at DS and PW. In response to this, Strategica, Inc. was retained to conduct this Permitting Operational Analysis with the following objectives:

Determine if and where deficiencies exist within the organization's structure, policies, procedures, forms, technology, etc.

Identify improvements as it relates to processes, staffing, communications (internal and external), customer service, and teamwork amongst staff.

Determine and recommend solutions to the identified issues, including likely resources and funding needed to implement the solutions.

Propose implementation timelines, and methods of tracking improvements.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

This report is the result of that effort. The recommendations contained herein will result in a more efficient, mission-driven organization that helps to fulfill the policy objectives of City leaders.

How should the permitting function be organized and staffed?

The City's permitting function is split between Development Services and Public Works. A significant portion of permit applications are reviewed by both departments but there is no managerial position that oversees both departments below the level of City Manager. Despite this, the two departments coordinate reasonably well. All positions are currently filled although turnover in Public Works has resulted in short-staffing among the engineers that review permit applications. Public Works lacks any administrative or analytical capacity other than what their managers (all engineers) can provide.

Recommendation: The City can mitigate these structural and staffing issues by adding an Engineer I position in Public Works, a GIS Analyst, and a Management Analyst position to enhance the administrative and performance management capabilities of both departments. The City should also have more direct supervision over Fire personnel on permit review matters.

Setting and tracking performance targets

The City's permitting staff sets target times to complete specific permitting tasks (tasks are intermediate steps taken to process a permit application). The City completes 78% of these permitting tasks within established time standards. However, there are certain areas where performance lags such as Public Works plan reviews, Fire plan reviews, as well as permits that involve critical areas, design reviews and large, complicated projects. Measuring the overall start-to-finish timing is not relevant as some tasks are performed by applicants themselves and, therefore, the City has no control over how those tasks are performed.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation: The City should develop additional performance management tools so that Department managers can better monitor the progress of applications. This would include a "red line" report that draws attention to permitting tasks that have exceeded time targets. The City should also update selected time standards for permitting review tasks and begin publishing performance standards and actual results on the City's website.

Getting work done faster

The City's permitting system, Accela, has instilled good management practices such as workflow (an automated process for assigning and routing tasks and work materials) and a paperless work environment but potentially useful Accela functions were never implemented. Also, review practices and procedures performed outside the Accela system can add additional days to review and approval times.

Recommendation: The City should implement additional practices that, combined with Accela, can speed up the permitting process (at least the part that the City can control). These practices include better application checklists, backfilling for Permit Tech absences, automating fee calculation and payment options, expediting the initial application reviews (i.e., completeness reviews), simplifying the consolidation of departmental application reviews, reducing the scope of the Design Review Committee, improving the consistency of approval stamping of plans, adopting a triage procedure for incoming applications in order to expedite the easy ones, and simplifying approval memos for certain permit types.

Getting more value from Accela

Accela is the City's enterprise permitting system, installed in 2018. While Accela has improved City permitting processes, there are many features that either were not activated or are not being used. For example, while building permit applications are completely handled through Accela, many planning

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

applications (e.g. site development permit) are not initiated using Accela and instead rely on email and PDF forms.

Recommendation: Accela, the City's permitting system, can be improved by implementing several easy enhancements such as using Accela (instead of email) for uploading and downloading of application materials, simplifying and consolidating document storage practices, including consultants (e.g., Geotech, traffic) in the workflow process, including project owners when communicating application review comments, assigning planners as the main point of contact rather than Permit Techs, identifying and tracking code deviation requests in Accela, and inputting conditions of approval in Accela so they can be easily referenced in the future.

Serving the public better

The City should strive for a better balance between code compliance and public service. To the extent that compliance isn't compromised, there should be some room to better help all applicants but especially those who are not in the building trade or are not using design professionals.

Recommendation: The City should require pre-app conferences for those permit situations that frequently get bogged down due to communication problems or insufficient documentation and should reach out to non-professional applicants (e.g., homeowners) that are not using design professionals and establishing a consistent point of contact. In addition, the City should implement enhanced informational PDFs on common building permits, and an automated email generator that alerts applicants when a permit review action is taken.

Geographic Information System (GIS)

The City has GIS but does not use it to its potential. There is no public access to GIS on the City's website and even planning staff have difficulty accessing GIS. GIS enhancements could provide more

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

information to the public, better information on site characteristics (e.g., critical areas, utility infrastructure, active permits) that could impact development, and information that could help permitting staff perform their jobs better (e.g., existing conditions of approval).

Recommendation: The City should provide a public point of access to GIS on the City's website and install the additional informational layers mentioned above. In addition, a new GIS Analyst position would be able to oversee this new functionality and keep GIS up to date.

Administrative improvements

The City's Accela system has a large number of dormant applications and issued, but uninspected, permits. Permitting staff also handle a large number of public information requests (PIRs) and business license applications that are not tracked in their IT systems.

Recommendation: The City should purge some dormant application records and follow up on the uninspected permits. In addition, the City should improve recordkeeping practices for public information requests and business licenses.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

II. What Work Was Performed

The following are the major work tasks undertaken during this project:

Reviewed 14 background documents including codes, workload statistics, budget, City Council priorities, fee studies, organization charts
Conducted 28 interviews of City Council members, City staff, applicants, and developers
Obtained and analyzed Accela workflow data and calculated process delays by permit type and workflow task
Observed the City's public portal for applicants
Mapped processes for tree removal, building, development permits and inspections
Conducted ridealongs with PW and DS staff documenting inspections and review processes
Observed and documented how DS and PW staff use Accela
Collected and reviewed workload and performance tracking reports prepared by DS and PW managers
Documented strategic goals for the permitting function
Documented the current organizational structure of permitting function
Conducted a benchmark survey of six peer cities to obtain data on workload, staffing, structure, performance, and workload measures
Documented current state of GIS and public access to GIS
Developed a workload and staffing model that forecast staffing requirements for PW and DS
Analyzed permitting workflow to identify and quantify processing delays and causes of delays

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Developed recommendations on improving customer service, expediting permitting, streamlining the organizational structure, improving the use of IT systems, and expanding the scope of data available to City staff and the public and improving service levels for less sophisticated applicants

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

III. How Should the Permitting Function be Organized and Staffed?

In this section, the structure of the City's permitting function is examined, recommendations to streamline and focus the structure are offered and, using data-driven empirical models, we identify how many staff will be needed in the future to accomplish the goals and work of the City.

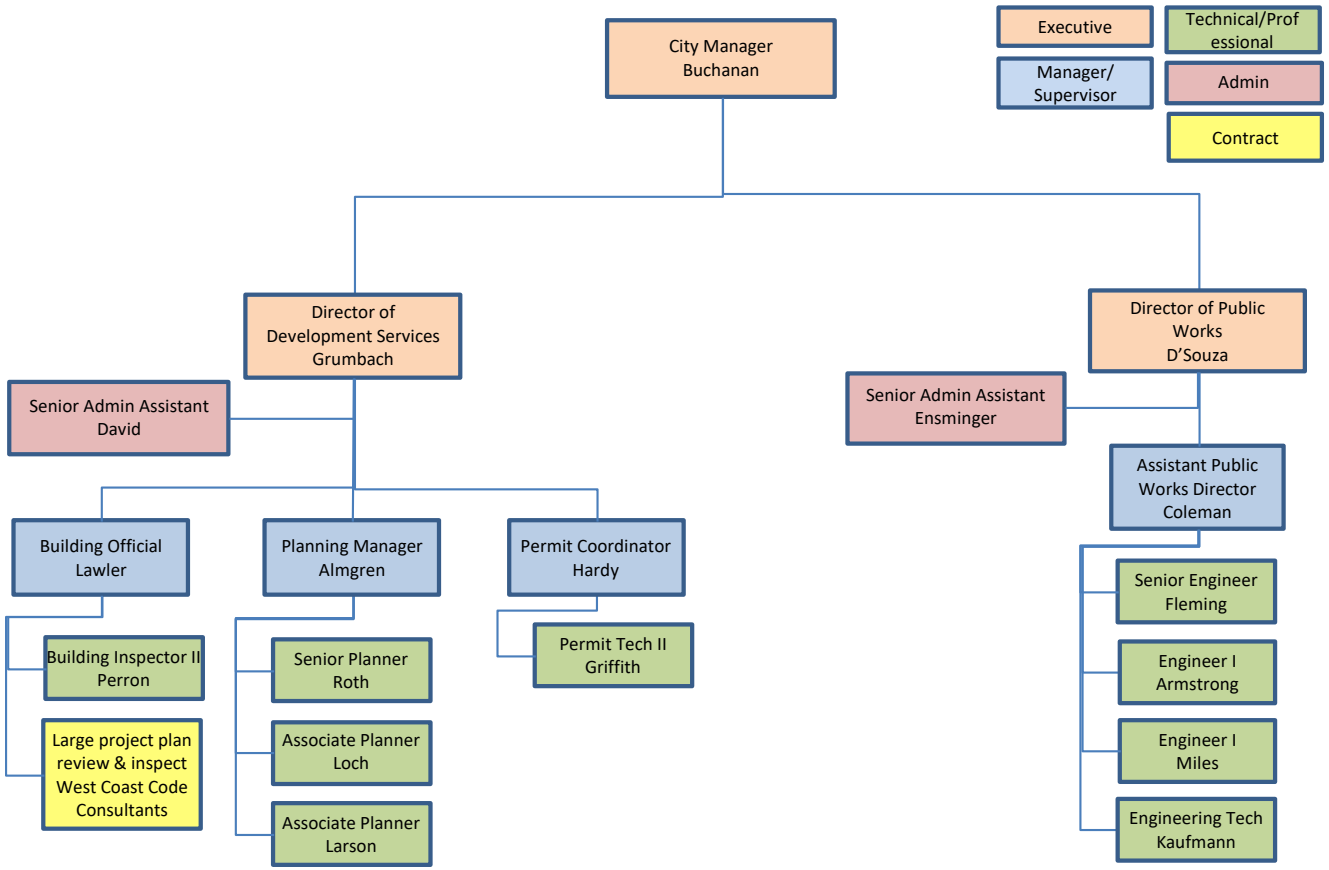
The structure of any organization is a key tool to achieving the organization's mission and achieving strategic goals. In this light, the organizational structure should be thought of in the same way as the permit process systems, policies, work processes, strategies, and the staff; all of these are tools or enablers for mission achievement. A well-designed structure should clearly delineate accountability for the organization's strategic goals, facilitate easy communication between staff, and facilitate efficient work processes and transfers of information.

The City's permitting function is split between Development Services and Public Works. While the two departments coordinate reasonably well, additional personnel including management support and engineering staffing would help in managing the workload and improving processing outcomes.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

How is the permitting function currently structured?

DS and PW are separate City departments co-located on the first floor of City Hall. Both departments are overseen by Director level positions that report to the City Manager. The current structure for the permitting function of the City is shown below.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Some specific observations include:

- Spans of control are narrow ranging from 1:2 to 1:4 but that's to be expected in a smaller City where the workload is complicated and demands technical specialization.
- Both DS and PW share responsibility for processing land use and building permit applications. Each department has a role in the combined process. Coordination necessary to manage this combined process is not reflected well in the formal organizational structure of the City where the common link between both departments occurs at the level of the City Manager. However, informal working relationships between PW and DS management and staff and workplace proximity help to sustain coordination. This arrangement would be more effective if there was a common system of workload and performance tracking (covered in section IV of this report).
- The mix of specialties and experience of the staff match well with the nature of the workload and the types of development occurring in the City. Outside expertise is retained for specialties such as traffic and structural plan check where the size of the workload does not merit hiring a full time person. Some ancillary expertise is missing such as GIS.
- There is currently no management analyst or similar position in either DS or PW that analyzes and manages the financial or budget data of DS and PW, tracks and reports on performance metrics, manages contracts and IT systems, and assists the directors of the two departments in running their operations.

What are the Current Staffing Levels at the City?

- DS currently has 10 budgeted positions, all filled. PW performs additional work besides permit review (e.g., capital improvements for the City, maintenance) but the portion that is involved in permitting is composed of five budgeted positions (actually 5.3), all currently filled. Similarly,

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

DS performs important functions above and beyond permit review such as code enforcement and long range planning.

- Overtime utilization (including comp time earned) is minimal accounting for about one-tenth of one percent of total staff hours.
- Turnover is moderate to high in both departments. Of the 15 budgeted positions in DS and PW (permitting portion), four positions experienced turnover in 2021. Turnover is more of a problem in PW. One of the three engineer positions that deals with permit review was vacant for about half of 2021 compromising their ability to keep up with the workload.
- As with most areas of the economy, staffing retention and recruitment is getting increasingly difficult. It is becoming common to have only one qualified candidate (or none at all) apply for open positions especially those that require specialized knowledge.

What Strategic Goals should the Permitting Function Strive For?

As mentioned above, the structure of any organization should be, foremost, a tool for accomplishing the organization's mission, in a similar way that machinery, policies, people, processes, etc. are also the tools for mission attainment. Given this, the first step would be to identify what the mission is or what the key strategic goals are.

Neither the City nor the DS or PW departments have a formal mission statement or strategic plan but the City does have a set of Council Priorities that were adopted for the 2021-2022 biennium. Of the nine Priorities, three are relevant for the permitting function and the scope of this project:

- Provide excellent customer service so that residents feel listened to and can easily do business with the City

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Utilize technology, metrics and process improvements to guide decisions and enhance service delivery, and
- Enhance economic vitality and maintain a unique sense of place by facilitating investment in commercial areas.

The key takeaways from these priorities for purposes of this project and in looking at the permitting function org structure would be 1) good customer service, 2) make it easy to apply for permits and work through the review process, 3) use technology, metrics and process improvement to make the permitting process easier and more efficient, and 4) facilitate the development of commercial areas in the City.

Based on the input we received from interviews and our investigations, we drafted a targeted set of strategic goals for addressing the various opportunities for improvement uncovered during our work. Some of these goals complement and support the highlighted Council Priorities (especially those in red).

- **Address organizational gaps in permitting and improve performance tracking and management**
- Simplify the code in select areas
- **Reduce permitting cycle time for targeted permit types and actions**
- **Make it easier for average citizens to navigate the permitting process**
- Push permitting conflict resolution down from the City Manager level into the organization
- Improve credibility of permitting function at City Council

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Staffing needed to achieve these goals?

Recommendation III.1 – Based on the strategic and policy needs of the City and the results obtained from the Workload and Staffing Forecasting Model, right size the staffing level of DS and PW and augment the organization as follows:

1) Create, budget, and recruit for an additional Engineer I position for Public Works-Engineering. This new position would handle permit review and selected CIP tasks.
2) Management Analyst capabilities need to be added for tracking workloads and performance, management reporting, budget and financial analysis, contract management for engineer and consultant contracts and task orders, ADA transition planning, transportation master planning, and overseeing the capital improvement plan.
3) Create or reclassify an existing position to implement a GIS Analyst position. The City does not have a GIS Analyst job description but Appendix B contains the essential duties of this position. In addition, this position can also perform current and long range planning tasks such as transportation planning, CIP, etc.

Woodinville F&R Contract

Woodinville Fire and Rescue (WFR) is a special district that provides fire prevention and suppression and emergency response services to the City of Woodinville and unincorporated areas east of the City either directly or through subcontracting with Eastside Fire & Rescue. A Deputy Fire Marshal is assigned to review permit applications to ensure compliance with relevant fire and building codes. These reviews are conducted alongside reviews performed by DS and PW staff and are held to a similar standard on timeliness. In addition, these applications are usually overseen by a DS planner. Only about 5% of

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

review tasks involve WFR but approximately 40% of these assigned tasks exceed time standards (usually 14 days but sometimes more or less) although this may be due to recordkeeping errors. The City should ensure that there is some degree of common oversight over all permit review functions, including WFR reviews, so that time standards are better monitored and any record keeping issues are addressed.

Recommendation III.2 – The City should amend the Interlocal Agreement with WFR so that the Director of DS, as delegated by the City, will have direct supervision of the Deputy Fire Marshal for all permit review tasks performed by WFR. All other responsibilities of the Deputy Fire Marshal and any discipline, promotion, annual review functions should continue to be within the authority of WFR. These contract terms should flow through to any subcontracting organizations (i.e., Eastside Fire & Rescue).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

IV. Setting and Tracking Performance Targets

In the previous section, we discussed important strategic goals for the permitting function. Among these goals was 1) reduce permitting cycle times for targeted permit types and actions, and 2) improve credibility of permitting function at City Council – which is partly a function of reducing cycle times. In addition to goals, the City should establish targeted performance levels tied to the goals and a performance reporting system to monitor how these goals are attained. These targets and reporting tools can also be used to identify applications and permits that need immediate attention and communicating with City management and elected representatives regarding permitting timeliness and workload levels. This will build confidence and rapport with the City Council. **It should be added that success in land use and development permitting is not just about speed. The quality of analysis, fair and consistent interpretation of codes, providing good public service and, ultimately, the extent that the built environment of Woodinville reflects the values instilled in the comprehensive plan is equally, if not more important, than processing speed.** This section delves into processing speed because this is an area of concern and is tied to providing good public service.

The City's permitting function completes 78% of permitting tasks within established time standards. However, there are certain areas where performance lags such as Public Works plan reviews, Fire plan reviews and permits that involve critical areas, design reviews and large, complicated projects. A more robust performance tracking tool would help in identifying potential problem applications and intervening in a more timely manner.

Strategica, Inc. performed several analyses to determine the extent that City staff are performing review tasks within established standards and found:

- City staff perform 290 different tasks (e.g., plan routing, planning review, review consolidation) for 58 different permit types (e.g., tenant improvement, single family house construction, site development permit). Of these 290 tasks, 226 tasks (or 78%) were, on average, performed within established time standards.
- Specific tasks that most frequently exceeded time standards were fire reviews (exceeding standards 65% of the time) and public works reviews (exceeding standards 59% of the time).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Permit types that most frequently exceeded time standards (or included processing tasks that exceeded standards) included:

  Anything in a critical area (e.g., wetland)

  Anything that involved a design review especially those where the applicant requested deviations from code standards

  Site development permits

  Site plan reviews (especially those where applicants request deviations from road standards)

  Mechanical permits with planning issues (usually setbacks or height issues)

  Large projects that involved a complex hierarchy of permits

- Tree removal permits are a high-volume application type and usually involve Woodinville homeowners rather than development professionals but these permits are usually processed expeditiously.

This section covers these elements:

- Setting standards and targets
- Tracking and Reporting Performance

Setting Standards and Targets

Standard time durations, or targeted durations, expressed in calendar days are defined for every task configured in Accela. For example, the standard or targeted time is 14 days for each work group

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

(Building, Fire, Planning, and Public Works) to perform its plan review task for most permit types. State law sets some maximum task durations, such as Completeness Review which may not exceed 28 days (RCW36.70B.070) and maximum time to issue a decision which is 120 days (RCW 36.70B.080). These standard times are meant to be not-to-exceed times, not ideal times. The ideal processing time target for these tasks would be less.

The Accela system uses these time standards to generate due dates for permitting tasks and are part of the workflow system that assigns tasks to staff and provides due date reminders (or widgets) on workstation desktop screens. Most of the current standard time durations are reasonable but some task time standards should be adjusted for critical path tasks that should be monitored closely for purposes of expediting applications and maximizing service to the public.

Overall start-to-finish elapsed times are not actively monitored but a canned report is available in Accela that shows these "days to issuance" statistics. However, a start-to-finish metric is not a useful tool for managing performance since some review tasks are not within the control of City staff. For example, once the City has completed an initial review and requested changes or clarifications, an applicant may, and often does, take weeks or months to respond. In some cases, applicants put a project on hold, rethink it or sell it. What the City should be tracking and reporting is elapsed times for tasks for which they do have control.

Recommendation IV.1 – The City should change time standards for certain critical tasks in the permit review process (All days in calendar days):

Plan Routing. Plan routing is the process of routing newly submitted building and site plans to the reviewing departments (e.g., Development Services, Public Works). Since nearly all plans are submitted online, the routing is also done in digital form. The current standard for plan routing is currently set at 7 days but should be compressed to 3 days.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Completeness Review. A completeness review is performed for all newly submitted applications and plans. Each reviewing department reviews the submittal and determines if all the documentation necessary to perform the actual review is present (i.e., the submittal is "complete"). While State Law sets a maximum of 28 days to determine if an application is complete, the City should strive to determine if an application is complete enough to proceed with the actual review within 7 days of application. This goal is attainable if Permit Technicians are tasked with conducting the completeness review (See recommendation V.5).

Review Consolidation. Review consolidation is the step in the process at which all department reviews are complete, and comments are bundled together by the Project Manager (usually a Planner) for forwarding to the applicant. Review consolidation may result in approval of the plans or a request for revised plans or clarifications to deal with comments and corrections noted by the reviewing departments. Because department reviews are done in parallel, the number of days to get to Review Consolidation will be determined by the slowest reviewing department. The standard for review consolidation is currently set at 7 days in most cases but should be compressed to 5 days.

Permit Issuance. Currently, the standard for this task is 7 days in most cases but should be set at 4 days.

Recommendation IV.2 – The City should publish the above time standards on the City website and also post a report on actual times. Start by developing internal monthly reports showing percentage of applications meeting the targets. Adjust targets as needed, then begin publishing reports on the City website when the City is confident about meeting the standards.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Tracking and Reporting Performance

Workflow data in Accela is a valuable resource for tracking performance. Every task assigned to and completed by each staff member includes the date assigned and date completed, creating a history of who did what and how long it took to complete each task. However, systems and tools for tracking and reporting performance (measured by elapsed time) are a mixed bag. Accela does not currently provide any useful reporting tools except for a "days to issuance" report but, for reasons already provided, this is not a useful performance management tool. Accela does have a built-in Ad Hoc Report Writer and supports third-party report writing tools such as Crystal Reports. These tools make it possible to track performance, run reports on a timed schedule, and have PDF copies of reports automatically emailed to key staff.

Development Services generates a monthly report showing permit volumes, construction valuation and a status report on some large, high-profile projects. A 'late tasks' report can be generated but it mostly shows permit tasks for dormant and completed projects or tasks that are not in the control of City staff so the utility of this report is mostly limited to housekeeping work such as purging long-dormant applications or tasks for completed projects that were never closed out (i.e., many inspections). Public Works maintains a spreadsheet that tracks due dates for reviews assigned to them. Development Services staff maintain a variety of Excel spreadsheets or MS-Word documents for tracking their workload but these are personal tools and, while useful for that purpose, they do not provide an overall view of the permitting workload nor are they visible to department management. What is missing is a real-time tracking tool for identifying processing tasks that are exceeding standard times and directing management attention to these out-of-standard tasks and the most critical applications and tasks.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation IV.3 – The City should activate the start/stop processing clock in Accela to track the number of days reviews are active with City staff and the number of days it takes for the applicant to respond to requests for information and to resubmit plans in response to corrections required by City staff.

Recommendation IV.4 – The City should implement a "Red Line" report to track applications where tasks are exceeding standard time allocations by more than 7 days. For example, if a building plan review is more than 7 days past its due date, this should be reported to both the reviewing department's management (e.g., Development Services, Public Works) and the Office of the City Manager. This will provide an early warning system to identify overdue tasks in real-time and direct management's attention to these tasks so they can be worked by staff or whatever logjam is occurring can be cleared. This type of report may have to be configured using Crystal Reports and may require a consultant to configure and test the report and train users. Specifications for this report are included in Appendix C.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

V. Getting Work Done Faster

This section discusses Woodinville's key work processes and ways to make these processes more efficient, reduce turnaround times, achieve better outcomes, and realize the City's strategic goals that address work processes.

Woodinville has been fortunate in having the Accela system implemented prior to the start of the COVID-19 pandemic since Accela supports applications being entered on-line, without the need to come to City Hall. Digital submittal of plans also means no need to handle paper. On-line review in Accela and the Bluebeam document collaboration and editing tool allowed staff to work from home while City Hall was shut down.

The original installation and configuration of Accela, however, introduced process steps that automatically introduce delay. Potentially useful modules in the software were never implemented, and review practices and procedures outside the system can add additional days to review and approval times.

The section covers these processes:

- Improving application forms and checklists
- Keeping applications flowing
- Expediting payment of fees
- Expediting determinations of completeness
- Expediting and simplifying review consolidation
- Refine the scope of the DRC

The City's permitting system, Accela, has instilled good management practices such as workflow and a paperless process but potentially useful functions were never implemented, and review practices and procedures outside the system can add additional days to review and approval times. Improvements in application materials, initial completeness reviews, documenting review findings and decisions and triaging applications can yield additional benefits.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

- Streamline simple building permit decisions
- Marking digital plan sets
- Permit triage

Improving Application Forms and Checklists

The point of entry into the permitting system is an Application along with supporting plans and documents. Once an application is taken, the first process involves examining the application and supporting documents in a step called the 'completeness review.' This completeness review can take anywhere from a couple of hours to several days. Cities and counties will try and expedite the process and help applicants by publishing checklists showing everything that needs to be submitted to facilitate the review process. The content and quality of these application forms and checklists can greatly affect an applicant's ability to submit an application that will pass Completeness Review the first time and not trigger requests to submit additional documentation. Reviewing correction memos from failed Completeness Reviews since 2018 show that site plans are often defective and require revisions to be acceptable.

Recommendation V.1 – The City should revise application checklists to call out requirements that have in the past been missed and cause failed Completeness Reviews. These checklists should match with checklists used by City staff to determine if an application is complete. Commonly missed requirements include:

Site plan requirements. A number of cities in the Seattle area publish site plan requirements on their websites, which could be used as a guide for requiring better information and illustrative diagrams on issues such as contour lines (existing and proposed), setbacks, easements, building envelopes and height calculations, boundaries

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

of Critical Areas, and other natural and manmade features of the site. Appendix D includes links to examples of site plan requirements from the City of Bothell which provide a good model.

External mechanical equipment. Community concerns about noisy air conditioners and bulky, unisightly rooftop equipment have sparked code changes requiring additional review for setbacks and visual and noise screening – something that homeowners may not be ready to deal with. The city should amend mechanical permit application checklists to require illustrative diagrams showing required setbacks and screening to expedite Planning review of setbacks and rooftop screening for external equipment.

Keeping Applications Flowing

Processing applications is a team effort among planners, engineers, plan checkers, inspectors and permit techs. Many tasks that are vital to the smooth flow of permits are performed by Permit Technicians. These tasks include creating fee invoices, routing new applications for Completeness Review and Plan Review, routing plans and resubmittals, and marking applications as Ready to Issue. If these routine tasks are delayed, planners, plan checkers and engineers will not be able to see upcoming tasks on their to-do lists, and applications may suffer unnecessary delay.

During our investigations, we observed times when new applications stacked up in processing queues when Permit Techs were on vacation or ill. Delayed projects all incurred an equal amount of delay and downstream reviewers received a flood of new tasks when staff returned to the office.

Recommendation V.2 – The City should implement procedures to keep applications flowing if Permit Technicians are out of the office, especially with unpredictable COVID-19 illnesses. If a

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permit Technician is absent for more than three days, the remaining Tech, or one of the planners, should be assigned to check the absent Tech's task queue and move the stalled tasks along. In the event of a lengthy planned absence, such as two weeks' vacation, Development Services management should assign the Tech's duties to other Techs and planners on a rotating basis.

Expediting Payment of Fees

Payment of fees is an essential part of the permit process. Most application types require an up-front application or plan check fee that must be paid before any further review work can begin. While Accela can calculate such fees for some permit types from the information entered in the application, some application types require a Permit Technician to prepare a manual fee invoice in Accela, once an applicant has finished entering the application.

This introduces two kinds of delay. Because the Permit Technician may not be able to create an invoice immediately after completion of the online application (e.g., applications filed during evenings and weekends), it may take hours or days for the Permit Tech to see that an application is ready to have the fee invoice prepared, depending on when the Techs are back in the office and checking their to-do lists.

Next, once the invoice is created in the system, the applicant must be notified to pay it. Again, it may take hours or days for the applicant to see the notification and pay the invoice before the review can actually begin. A similar laborious process occurs after all reviews are completed and all final fees are calculated.

Recommendation V.3 – The City should configure Accela to automatically compute up-front fees for all application types, so an applicant can pay them immediately, at the time of online

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

application, without waiting for a Tech to create an invoice. If the applicant chooses to pay online, the application can move automatically to the Completeness Review task in the workflow thereby kicking off the review process. If paying by check, workflow is held until receipt of the check.

Recommendation V.4 – During department reviews, staff should add and update all fee categories from their own departments, that are required for issuance or approval. Such fees should be immediately available for online payment by the applicant, without having to wait for a Permit Tech to prepare an invoice before payment is allowed on Accela.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Expediting Determination of Completeness

State law (RCW36.70B.070) requires a Determination of Completeness (DoC) (i.e., the application is either complete or it's not) to be issued within 28 days of application. While this is the upper time limit, in practice, DoCs should be issued well before the 28 day clock is up. Certain types of common applications took an average of more than 10 days, independent of whether it was determined to be complete or incomplete, as shown in the table below:

Permit Type	Avg Days	# of Permits
Amendment	14	7
Commercial Addition	9	7
Commercial New	4	2
Commercial TI	15	58
Commercial TI - Combo	8	9
Commercial Wall	5	3
Design Review	13	18
Final Plat	17	2
Mixed Use TI	4	9
Multi-Family Addition	16	2
Multi-Family TI	14	2
Preliminary Plat	24	2
Residential Addition	12	22
Residential Addition - Combo	14	5
Residential New	33	12
Residential New - Combo	18	7
Residential TI	4	16
Residential TI - Combo	4	6
Residential Wall	12	8
SEPA Application	37	13
Site Development	24	23
Site Plan Review	11	7

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Accela routes the DoC task to the assigned project manager (usually a planner), who then works this task into their current workload. Accela's to-do list dashboard reminds them of how many days are left within the standard time duration of 28 days.

After reviewing an application, the project manager prepares a signed, boilerplate Application Submittal Notification memo in MS-Word, saying the application is complete or incomplete, listing any additional information needed (if any), and emails it to the applicant. The applicant must submit revised plans with the required information, after which the DoC process begins all over again and continues until the application is deemed to be "complete."

In the past, when applicants brought paper applications and plan sets to the counter at City Hall, the DoC would be done on the spot by a Permit Technician, with possible assistance from other staff. Applications that were deemed "incomplete" would be rejected right at the counter, and the applicant provided with instructions on what to provide, without the application being entered into the system.

With the advent of online applications (accelerated by COVID 19 office closures) an average of two to three weeks of delays are added to some types of applications, which were previously processed in minutes. When faced with tight upcoming deadlines on other projects in one's Accela task queue, having 28 days to perform a Determination of Completeness may seem like a luxury and encourage deferring these mundane tasks.

A DoC is intended to designate an application as complete enough to begin plan review, but we observed some DoC memos containing comments that would normally be generated during the plan review phase (e.g., a missing ADA-compliant door hardware schedule).

> **Recommendation V.5 –** The City should have Permit Technicians perform completeness reviews, calling on specialized staff only as necessary. In many jurisdictions, it has been customary for decades for Techs to perform this task. Notification back to the applicant can be

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

sent through Accela's Communication Manager, without the additional work of preparing a formal signed memo in MS-Word.

For this to be successful, applicants should have informative application checklists that highlight what is required to make a complete application (See recommendation V.1 for more on this). Permit Technicians should have training and instructions on how to quickly check an application, without making judgments that should be reserved for higher level plan reviewers.

Feedback from department reviews should be used to fine-tune completeness criteria and application documents over time. The combination of having Permit Technicians perform DoCs and doing notifications through Accela instead of generating memos in MS-Word has the potential to trim weeks off processing times for many applications.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Expediting and Simplifying Review Consolidations

During review of an application, planners, engineers, and other staff review a wide range of submitted plans, drawings, and supporting documents to ensure the proposed project complies with adopted codes, ordinances, and engineering standards. To keep track of requirements that have been reviewed and to list comments and corrections that must be made, each reviewer in each department crafts their own review spreadsheet, allowing them to start and stop plan reviews over a period of time, returning and picking up where they left off.

Reviewers also prepare their own comment memos containing requested plan changes and corrections as well as other notes. Since these spreadsheets, memos and notes are prepared using different formats and applications, it is difficult for the project manager, who is responsible for consolidating all this review material, to combine it into one document to be forwarded to the applicant.

In addition, review consolidation memos frequently read as a friendly list of comments and suggestions and can be read as a list of "suggestions" for discussion, rather than a mandatory list of actionable corrections designed to encourage applicants to comply with the requirements to move their applications along.

> **Recommendation V.6 –** The City should adopt a common spreadsheet format for use by all reviewers. Each department should forward their correction spreadsheet to the project manager, who would consolidate the rows from reviewer spreadsheets into a Correction Action List spreadsheet to be printed as a PDF and emailed to the applicant. This will save time in reformatting and wordsmithing combined memos and presenting the items in a consistent format from one review cycle to the next.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

The following illustrates a recommended format, including a column for Plan Review Cycle. If corrections aren't made on a resubmittal, the cycle is incremented to show that the item remains to be resolved.

City of Woodinville
Development Services Department
17301 NE 133rd St
Woodinville, WA 98072

CORRECTION ACTION LIST

	Application Number(s):			**XYZ21099**				
	Location:			**17301 131st Ave NE**				
	Date of Correction Action List:			**#########**	**Review Cycle: 2**			
#	**Comment Date**	**Dept**	**User**	**Category**	**Source Documents, Dates, Pages**	**Issue/Correction**	**Cycle**	**Met**
1	9/1/2021	PLN	AMANDAA	Height Calcs	Design Addendum for Building A, 4/4/2019, P. 3	The height calculations provided in the Design Addendum 2 for Building A do not appear to have the correct average. The average of 48.33, 47, 51, and 47.15 is 48.37, not 48.33 as shown on page 3 of the Design Addendum 2.	1	YES
2	9/1/2021	PLN	AMANDAA	Height Calcs	Design Review Packet, 9/18/2018, P. 30	Please provide updated building sections showing the height of the buildings from the average finished grade, like the diagrams provided on page 30 of the original Design Review Packet submitted September 18, 2018	1	YES
3	9/1/2021	PLN	AMANDAA	Parking	Parking Reduction Request, 1/10/2019, P. ?	The Parking Reduction Request dated January 10, 2019 states that 400 parking stalls will be provided, however the Design Addendum 2 states that there will be 399 stalls. Provide consistent numbers.	1	NO
4	9/1/2021	PLN	AMANDAA	Parking	Design Addendum 2, 7/1/2019, P. ?	Pursuant to WMC 21.44.060 bicycle parking is required to be provided at a rate of 1 stall per 20 units of residential and 1 stall per 2,000 square feet of restaurant and retail. Additionally, enclosed bicycle storage is required at a rate of 1 stall per 2 units of residential and 1 stall per 4,000 square feet of retail and restaurant space. Please XXX	1	NO

In addition, text in the Issue/Correction column should read as declarative requirements, including specific code wording to guide the applicant about meeting requirements. For example, the items about height calculation above should state the maximum allowed by code and the method used by code to calculate height.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Refine the Scope of the Design Review Committee (DRC)

The DRC is an advisory committee with no direct decision-making authority. The DRC hears Design Review applications requesting deviations from codes and standards. Preparation for a DRC meeting often means preparing voluminous meeting exhibits and packets that consume considerable staff and applicant time yet do not result in any material decision point or progress towards ultimate application approval (or denial). While the DRC may have some utility as a deliberative body for refining City design standards, the current scope is too broad.

> **Recommendation V.7 –** The City should reduce the scope of the DRC to a standards setting body (which would then feed into code amendments) and should not be used in the permit review process.

Streamline Simple Building Permit Decisions

It is common practice for planners to generate an individualized, signed decision memo in MS-Word for some minor building permits (such as a single-family residence) that have no Zoning, Public Works, or Fire complications. Unlike more complicated planning applications, for which the Woodinville Municipal Code requires a written decision, these are simple ministerial actions.

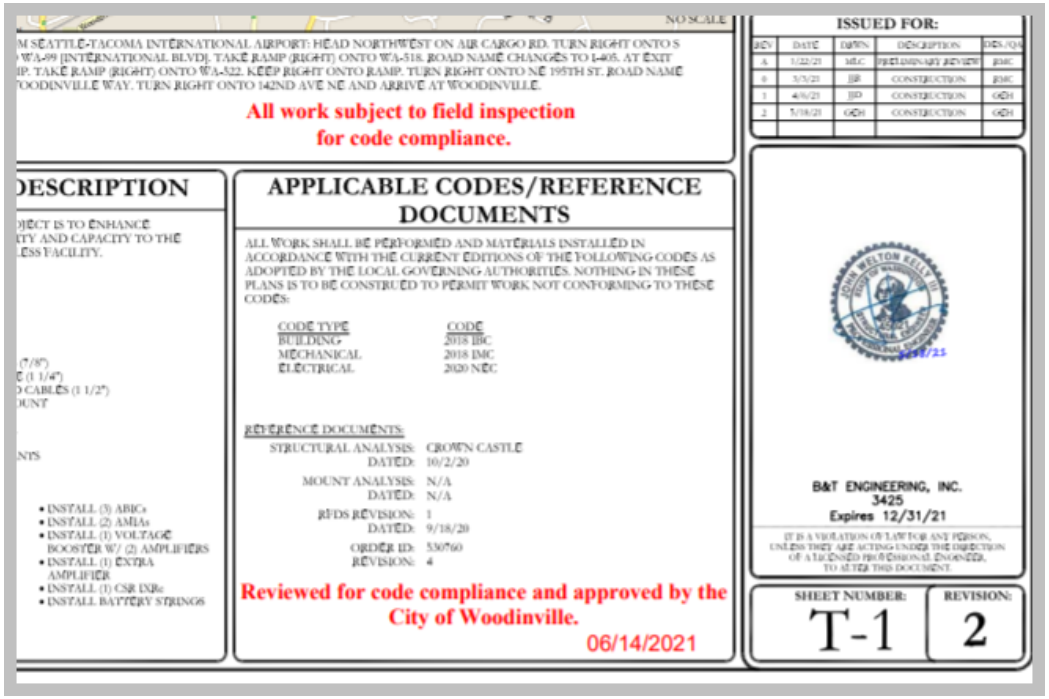
This extra level of documentation to approve simple permits is not a common practice. Staff in other jurisdictions simply review the plans, digitally stamp them approved by the Planning Department, and record approval in the permit system.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation V.8 – The City should refrain from preparing approval memos for simple permits to free up time for more complicated projects. Staff can simply stamp plans as 'approved' and issue the permit.

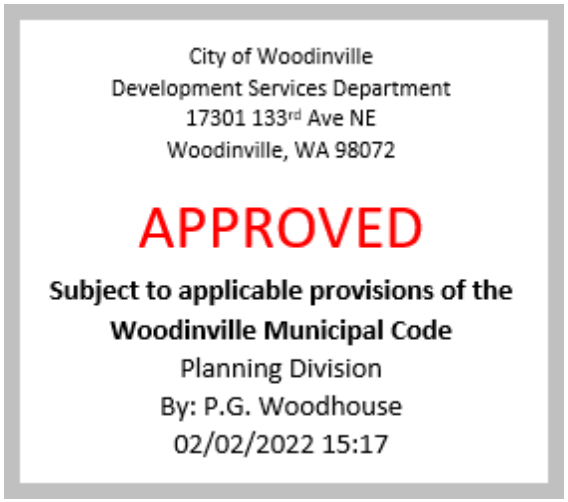
Marking Digital Plan Sets

In the past when paper plans were the typical medium, reviewers would use rubber stamps on plan drawings and other documents to signify approval. Since going paperless, City staff review and mark up drawings electronically using Bluebeam software. Some reviewers signify approval in simple text boxes on drawings, such as the approval shown below (this was approved by a plan checker), while reviewers in other departments don't stamp approved drawings at all.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

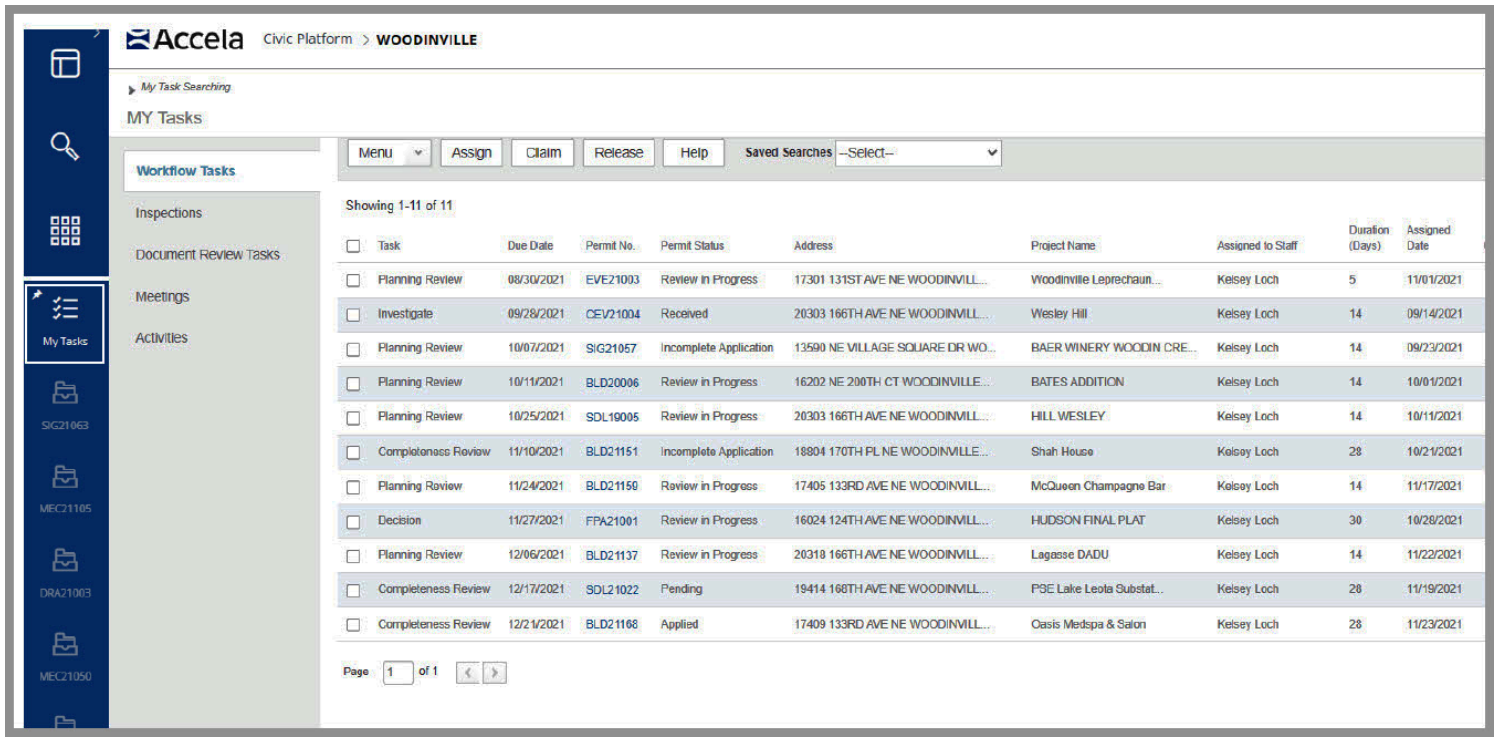
Recommendation V.9 – Reviewers in all departments should be equipped with digital approval stamps, of a consistent design across all departments, including the name of the approver, date/time stamp, and applicable wording and disclaimers, which can be applied in Bluebeam to applicable sheets in the approved plans. Such stamps can then be "burned into" the PDF file to help prevent future alteration. Below is an example of such a stamp. Stamping individual sheets also verifies that a reviewer has seen and approved each applicable sheet, instead of simply commenting on plans in a memo.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Permit Triage

Reviewers, whether from Development Services or Public Works, plan their work weeks using the Accela to-do list, shown below. The Due Date column shows the calculated due date, based on the date the task was assigned to the staff member and the standard Duration (Days) configured in Accela for that task.



Task	Due Date	Permit No.	Permit Status	Address	Project Name	Assigned to Staff	Duration (Days)	Assigned Date
Planning Review	08/30/2021	EVE21003	Review in Progress	17301 131ST AVE NE WOODINVILL...	Woodinville Leprechaun...	Kelsey Loch	5	11/01/2021
Investigate	09/28/2021	CEV21004	Received	20303 166TH AVE NE WOODINVILL...	Wesley Hill	Kelsey Loch	14	09/14/2021
Planning Review	10/07/2021	SIG21057	Incomplete Application	13590 NE VILLAGE SQUARE DR WO...	BAER WINERY WOODIN CRE...	Kelsey Loch	14	09/23/2021
Planning Review	10/11/2021	BLD20006	Review in Progress	16202 NE 200TH CT WOODINVILLE...	BATES ADDITION	Kelsey Loch	14	10/01/2021
Planning Review	10/25/2021	SDL19005	Review in Progress	20303 166TH AVE NE WOODINVILL...	HILL WESLEY	Kelsey Loch	14	10/11/2021
Completeness Review	11/10/2021	BLD21151	Incomplete Application	18804 170TH PL NE WOODINVILLE...	Shah House	Kelsey Loch	28	10/21/2021
Planning Review	11/24/2021	BLD21159	Review in Progress	17405 133RD AVE NE WOODINVILL...	McQueen Champagne Bar	Kelsey Loch	14	11/17/2021
Decision	11/27/2021	FPA21001	Review in Progress	16024 124TH AVE NE WOODINVILL...	HUDSON FINAL PLAT	Kelsey Loch	30	10/28/2021
Planning Review	12/06/2021	BLD21137	Review in Progress	20318 166TH AVE NE WOODINVILL...	Lagasse DADU	Kelsey Loch	14	11/22/2021
Completeness Review	12/17/2021	SDL21022	Pending	19414 168TH AVE NE WOODINVILL...	PSE Lake Leota Substat...	Kelsey Loch	28	11/19/2021
Completeness Review	12/21/2021	BLD21168	Applied	17409 133RD AVE NE WOODINVILL...	Oasis Medspa & Salon	Kelsey Loch	28	11/23/2021

Tasks that are getting close to, or over, the Due Date, tend to be given higher priority. Tasks such as Completeness Reviews, which Accela allocates a standard time of 28 days to complete, may drop in perceived importance.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

For new tasks showing up on the to-do list, it may be difficult to tell how long they may take to complete. For example, a Completeness Review may take minutes, but a Public Works review on a complicated site development (SDL) application may take days of concentrated work.

Without a sense of how long a task will actually take, and by working on tasks strictly in order of Due Date, reviewers may be tempted to put off such tasks until closer to the Accela-assigned Due Date. Simple tasks that could be dispatched quickly linger in the system in favor of those approaching due dates. In many cases, simple tasks or permits can be triaged out and quickly dispatched thereby reducing overall turnaround times. Some jurisdictions will allocate a day or an afternoon to the easy permits and tasks just to get them finished and simplify the workload.

> **Recommendation V.10 –** City staff should frequently perform permit triage when new tasks come on their to-do list by asking "How simple will this task be?" and "Can I dispatch this one right now?" to sign off simple tasks quickly for the benefit of downstream tasks and to reduce overall time to permit issuance. In addition, should consider setting aside an afternoon or morning a week to dispatch simple permit applications.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VI. Getting More Value from Accela

Accela is currently used as a simple portal for receiving applications via Accela Citizen Access (ACA) (i.e., the public portal) and as a basic workflow engine to help staff perform essential tasks such as reviews, approval/issuance, and inspections. Out of 87 total application types configured in Accela, 48 (mostly Building) may currently be applied for through ACA, while 39 (mostly Planning) may not. During the Accela implementation in 2018, staff decided not to include these application types on ACA because of the small number of applications and the complexity of determining which application types are required for a project. Instead, applicants contact Planning staff by phone and email and schedule a pre-application conference to receive guidance on application requirements. To apply, applicants fill out a PDF application form and email it with PDFs of plans and other required documents to a Permit Tech who then creates the new application in Accela and uploads plans and documents.

Accela has the potential to automate and improve the permitting process more than is the case currently. Improvements should be made in communications with applicants, document uploading and downloading and document management.

Apart from the initial creation of the application and upload of plans, much of the process details, reviews, and documents appear to be performed outside Accela in email and Word and Excel files stored in Microsoft OneDrive (a cloud-based document hosting service).

This section discusses the following:

- Using Accela for Uploading/downloading all documents
- Consolidated document storage
- Including consultants in system workflow
- Including owner/project sponsors in review comments
- Designating the project manager as “assigned to” for applications in Accela
- Entering conditions of approval in Accela
- Identifying code deviations in Accela
- Staff training

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Using Accela for Uploading/Downloading of Documents

Accela's document upload/download and cloud storage capabilities are not being effectively utilized. Accela has the capability to handle uploading of plans, application documents, revised plans and also downloading of marked-up plans for correction and approved plans. However, many documents continue to be exchanged between applicants and staff by email, with no central record of these document transactions. This also limits the ability to share documents among planning staff including sharing of emails from applicants.

> **Recommendation VI.1 –** All documents uploaded from and downloaded to the applicant should come through the ACA portal, not email. In addition to initial application documents, this should include corrective action lists and drawings marked up with corrections, resubmittals of revised plans from the applicant, and downloads of approved plans upon issuance.
>
> Using the ACA for document transfer preserves a record of transactions from authorized system users and allows automatic versioning of documents that may otherwise become difficult to identify and retrieve. Notifications from Accela can alert applicants that corrections and approved plans are available on ACA and the system can track when and by whom documents are retrieved.

Consolidating Document Storage

Documents associated with the life of a permit, from application to review, approval, issuance, inspection, and close-out are scattered, partly in Accela's cloud-based document repository and partly on multiple OneDrive folders that are not accessible across department boundaries. This makes it

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

difficult to search for documents and for specific document versions that may need to be retrieved for Public Information Requests and researching document history. Currently, all documents for an application are jumbled together with dozens of other files with unintelligible filenames in the same location.

> **Recommendation VI.2 –** The City should consolidate all document storage for an application in Accela, instead of partly in Accela and partly on multiple OneDrive systems. In addition, the City should implement a standard set of virtual folders for each application type in Accela cloud document storage to facilitate filing and retrieval of documents.

Including Consultants in System Workflow

Many applications require external review by outside consultants (Structural, Geotech, Drainage, Arborist, Traffic, etc.). Such tasks have not been configured in Accela or are not being used, so information about which consultants worked on plans, dates of involvement, turn-around time, and working documents generated by the consultants are not being entered into Accela. Instead, this information is stored in email and on OneDrive. This makes it difficult to assess how consultant reviews affect overall turnaround times and how a consultant's work was woven into City staff decision-making. Currently, it is difficult to determine if a consultant was involved in a project at all due to the lack of documentation in Accela.

> **Recommendation VI.3 –** The City should add all external consultants as related parties with specifically defined professional "roles" (such as GeoTech, Arborist, Traffic, etc.) in Accela Contacts. This would allow staff to view external consultants for an application in the Accela Contacts list. Tasks should be created in the workflow for each type of consultant showing dates

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

assigned, due dates, and completion dates. In addition, standard virtual folders should be created in Accela cloud document storage for consultant working documents.

Including Owner/Project Sponsors in Review Comments

Correction Action Lists generated by City staff during the review consolidation phase specify changes, corrections or additional information that must be provided for a project to be in compliance with applicable codes, standards, and ordinances. Correction Action lists are typically sent to a project's design team (i.e., architect and/or engineer) but not necessarily to project owners or sponsors. This is a problem because architects and engineers do not always communicate back to the project owners in a timely manner or they withhold information.

Recommendation VI.4 – The City should send Correction Action lists to all the contacts on record in Accela for the application to make sure all members of an applicant's project team, including owners and sponsors of record, are aware of requirements in the list.

Designating the Project Manager as "Assigned To" for applications in Accela

Accela allows one user to be "Assigned To" the overall application, but individual tasks in the workflow are assigned to individuals in different departments who will perform those tasks. Typically, the Permit Technician who initially processed the application becomes the "Assigned To" individual even though a planner assumes the project manager role for the life of the permit.

Because the planner is not listed as the "Assigned To" individual, it is difficult to generate reports that accurately list all open applications for which the planner is designated as project manager. For

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

example, one planner in Development Services had 11 active tasks on their Accela to-do list but had 32 applications for which they were designated as project manager. Only the active tasks show up on the to-do list and the planner has to resort to manually looking up and keeping ad hoc notes to know the status of the other 21 projects.

> **Recommendation VI.5 –** The City should enact a policy whereby a project manager should update the application record with their UserID when an application is first received or the assignment is transferred to another planner. This will facilitate generating reports showing all the assigned workload for a planner.

Entering Conditions of Approval in Accela

Nearly every permit approved by the City includes conditions of approval. Some may be simple "canned" conditions from the Building Code, where others control allowed uses, the building envelope, materials, required road and drainage infrastructure, and restrictions imposed in Critical Areas. Conditions of approval can be negotiated with the applicant, required by staff, or imposed in a decision by the Hearing Examiner. Conditions of approval may affect project construction or they can influence future development or use of the property well into the future.

Accela has the capability to store conditions of approval to allow them to be applied to related projects, and to automatically pass down certain conditions from parent to child applications (e.g., building permits issued for an approved final plat). Conditions can also require a sign-off by a planner, engineer, or building inspector indicating they've been satisfied allowing future approvals to proceed.

Currently, many conditions of approval are stored in MS-Word documents (such as written decisions) in OneDrive folders, where they may be overlooked in the future as staff may not know or remember

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

where to look. This can result in conditions not being implemented and the potential for serious conflict and litigation.

> **Recommendation VI.6 –** City staff should enter conditions of approval in Accela, especially for complex projects for which conditions need to be checked and enforced over time and where conditions imposed now may affect future development or changes in existing projects over time.

Identifying Code Deviations in Accela

Many applicants request deviations from published zoning, development, Fire, Public Works, and other codes, ordinances, and standards. Examples include requests to increase the number of housing units above code allowances, reducing building setbacks and parking requirements, and reducing street width.

While City codes and ordinances allow deviations to be considered on a case-by-case basis, deviations typically require negotiations between applicants and the City and/or consultant involvement. This invariably adds to the turnaround time for processing permit applications. Accela currently has no way to track which applicants are asking for deviations.

> **Recommendation VI.7 –** The City should add data fields in the Accela Summary screen to clearly identify that the application includes a requested deviation from standards. Added fields should include the type(s) of deviations requested and a note field with a brief description. These additional data fields will facilitate generating an Accela report listing deviation requests and keeping tabs on potentially excessive turnaround times.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Staff Training

When the current version of Accela was implemented in 2018, the City worked with an Arizona-based third party consulting firm called IK Consulting to configure permit types, fee calculations, workflows, printed forms, and other components of the system to the City's needs. IK Consulting also provided training at that time. Since that time there has been no formal user training for City staff (e.g., using the ad-hoc report writer, system administration). Newly hired City staff have either learned the system on their own or received some informal training by their peers. The lack of a more formal, systematic training approach will result in misuse of the system, unusable data and missing out on new system capabilities.

> **Recommendation VI.8 –** New City permitting staff should receive formal Accela training from Accela, IK Consulting, or other Accela-approved training vendor and not just rely on an informal and unstructured mentoring by more senior staff. Periodic refresher training every 18-24 months, from an approved vendor, should also be provided.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VII. Serving the Public Better

While recognizing that the ultimate goal of land use regulation and permit review is adherence to code, City development standards and a built environment that is consistent with the vision of City policy makers, the City is also in the business of serving the public. To the extent that Development Services and Public Works can maximize service to the public without compromising their regulatory mission, they should make that effort. This section discusses some options for the City to improve their public service.

- Pre-app conferences
- Help for the average citizen

The City should strive for a better balance between code compliance and public service. To the extent that compliance isn't compromised, there should be some room to better help all applicants but especially those who are not in the building trade or are not using design professionals.

Pre-Application Conferences

The City offers every applicant an opportunity to participate in a pre-application conference. This is a conference designed to alert the applicant to potential issues and concerns regarding the site and the proposed project. Common issues raised at these conferences include critical areas (e.g., wetlands, stream buffers), traffic impacts, design review issues (e.g., building facades, landscaping), site issues (e.g., street dimensions), infrastructure availability, and other Code requirements.

While many applicants choose to participate in a conference, some do not, only to realize later in the application review process that certain issues and requirements could have been surfaced early on and now require additional time and cost to resolve.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VII.1 – The City should pro-actively reach out and require pre-application conferences for applicants in the following situations:

- Developers, builders, and contractors who have not previously worked in Woodinville and who may not be familiar with City code requirements.
- Sites shown as being in Critical Areas, according to Critical Area maps maintained by the City.
- Any combination of application types including
    - Critical Area Determination (CAD)
    - Critical Area Alteration (CAE)
    - Land Use Approval (LUA)
    - Site Development (SDL)
    - Design Review (DRA)
    - Deviation of Decision (DEC)
- Homeowners applying for permits without the help of design professionals.

Help for the Average Citizen

Applying for and working through the permit process can be daunting for homeowners and citizens who have never been through the process before and are unfamiliar with City codes and ordinances and with the various steps in the review process. Commonly asked questions include:

1. What kinds of permits do I need for my project?
2. What kind of information do I need to supply with an application?
3. How much will it cost?
4. How long will it take to get the permit?
5. How can I see that my application is on-track through the system?

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VII.2 – The City should develop informational PDFs that can be downloaded from the City website, listing requirements for typical single-family residential projects: additions, remodels, garages, sheds, decks, and retaining walls. Sketches and sample illustrations for site plans, deck details, height calculation, and rockeries would be helpful for unsophisticated applicants. While the City website already includes application forms and checklists, material specific to frequently built projects would provide enhanced assistance for members of the general public and those not involved in the building or design trades.

Recommendation VII.3 – The City should implement a permit fee calculator in Accela Community Access (ACA), (i.e., the public portal to Accela) to allow citizens to enter information about a proposed project and print out an estimate based on information entered.

Recommendation VII.4 – The City should configure the Communication Manager function within Accela to send automatic emails to applicants and others associated with an application whenever a user signs off a task signifying a status changes (e.g., completeness review, plans routed) instead of creating memos in Word or writing up emails regarding the status change. ACA also includes a basic progress indicator showing the applicant which tasks are underway, completed, and yet to be done

Recommendation VII.5 – Assigned project managers should reach out to the homeowner or citizen on applications that appear to be from unsophisticated applicants especially if they are not using professional engineers or architects. A brief phone call early in the process, introducing oneself as the project manager and asking if there are any questions can be a big help in allaying fears about the process. In the days before electronic submittal, this was accomplished when the applicant brought paperwork to apply at the counter. This recommendation should include a caveat that the City cannot replace the role of engineers or

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

architects in designing a project, but the City can improve communication about expediting or explaining the process.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

VIII. Geographic Information System (GIS)

Woodinville licenses a suite of GIS software from the Environmental Sciences Research Institute (ESRI), including desktop ArcGIS Pro and web-based ArcGIS Online. GIS offers enormous potential to display maps of physical and environmental layers for all staff to use in reviewing applications. In addition, GIS data can be available 24/7 on a public website allowing citizens and applicants to see:

- Property information and environmental constraints such as Critical Areas, floodplains, and steep slopes
- Available city services such as water, sewer, and storm drainage
- Current permit applications and projects in the neighborhood

This section discusses the following:

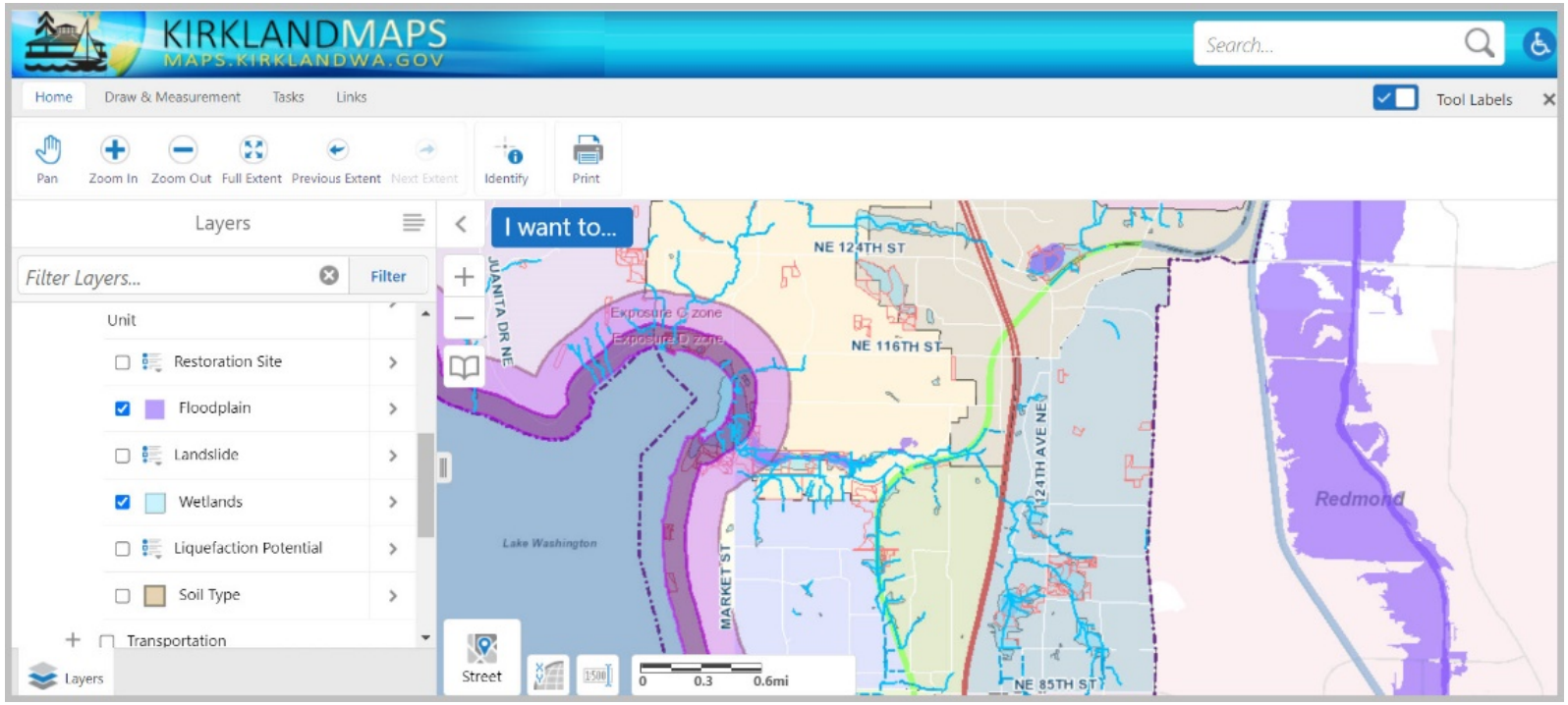
- Public Access to GIS
- Critical Areas
- Addressing point layer
- Utility availability maps
- Active Projects Map Page on City Website
- Accessing documents via GIS map

The City has GIS but does not use it to its potential. GIS enhancements could provide more information to the public, better information on site characteristics that could impact development and information that could help permitting staff perform their jobs better.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Public Access to GIS

Many of Woodinville's neighboring cities offer extensive online GIS data to citizens via city websites. Below is an example from Kirkland (KirklandMaps).



No city-maintained GIS website is currently available to the public or to Development Services staff in Woodinville. To research physical and environmental conditions on a site during permit review, Development Services uses King County's browser-based iMAP application and limited city layers viewed through desktop GIS (which stopped working recently and no one has followed up to fix).

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

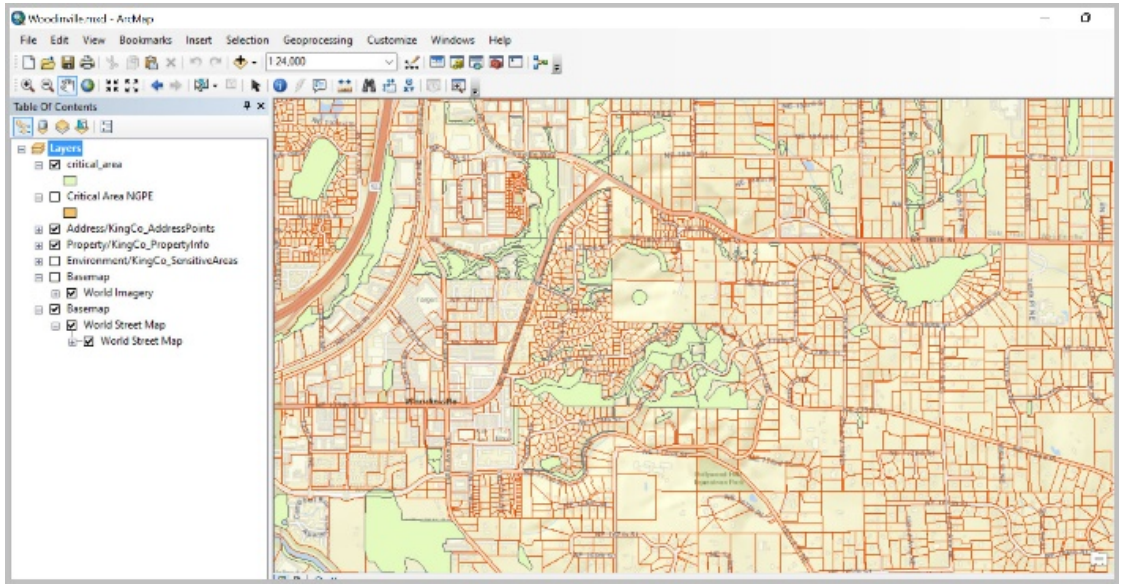
Recommendation VIII.1 – The City should implement web-based GIS for both public users on the City website and for internal staff use in all departments. Use surrounding communities as a guide for the data layers and types of services provided. A number of GIS vendors offer packaged, ESRI-compatible website designs that can be easily integrated into the City's website. Initial contacts should include:

Heather Glock, Account Rep for City of Woodinville
Environmental Systems Research Institute (ESRI)
Phone: 360-754-4727
111 Market St NE, Suite 250
Olympia, WA 98501
Email: hglock@esri.com

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Critical Areas

City staff use King County iMAP to research locations in the city limits. Many of the data layers, including Critical Areas in iMAP, cover unincorporated King County but are inaccurate and incomplete within the city limits. King County's Critical Areas map was last updated in 1990 but the current City Critical Areas layer (light green-shaded areas below) is updated by Public Works regularly as new plats and project as-builts are received. It's an excellent data source about one of Woodinville's most difficult natural constraints, yet virtually no one can access it.



Recommendation VIII.2 – The City should install a Critical Areas map layer in a new web-based ArcGIS application for use by both public and internal staff. The public GIS interface should include banners, pop-ups, or other visual devices to alert new users to the site about new availability of Critical Areas layers.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Addressing Point Layer

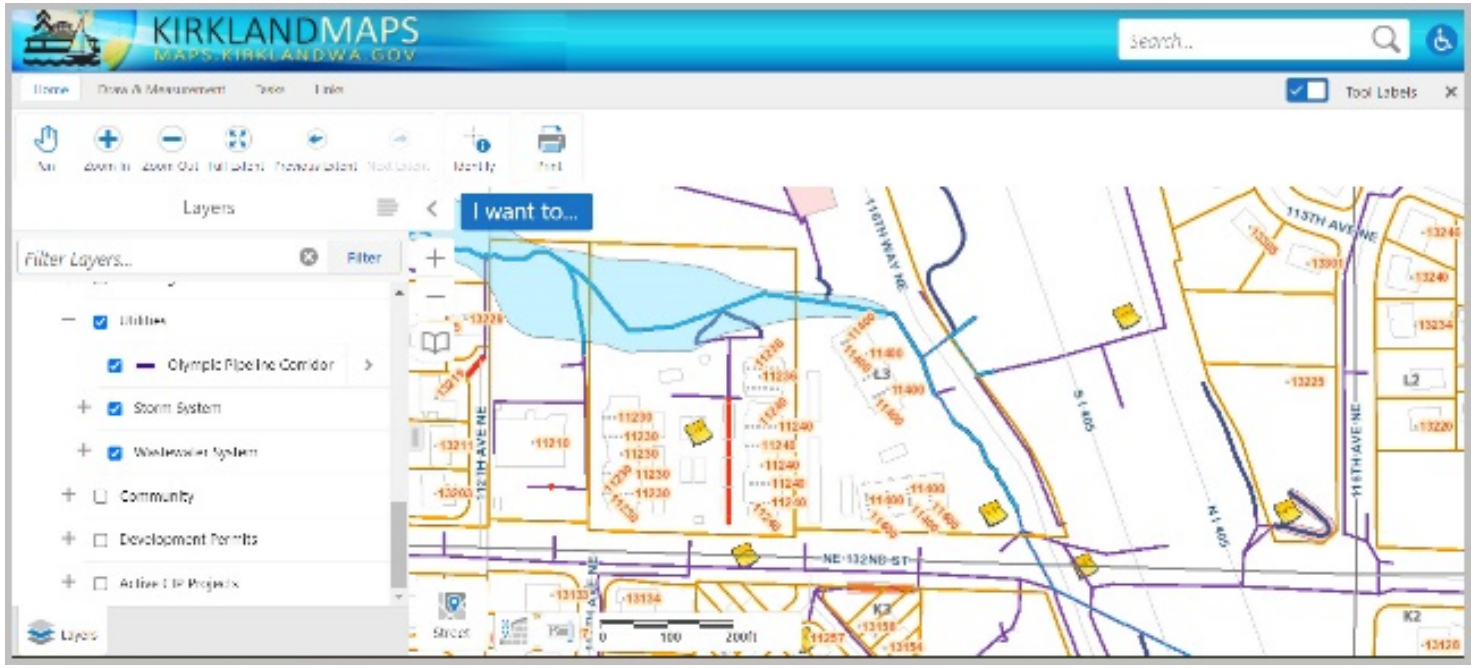
Looking up properties on a map by address is an everyday task for most City staff yet staff must rely on King County iMAP's parcel map layer to do so. While the King County Assessor maintains an up-to-date parcel base layer, it may be missing address points because the Assessor needs only one address for the parcel, but the City is responsible for addressing and may assign many addresses to a multi-tenant building on that single parcel, addressed off different streets.

> **Recommendation VIII.3 –** The City should implement and maintain an address point layer in GIS and display of that layer in both public and internal web-based GIS applications.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Utility Availability Maps

Many nearby cities include map layers showing the availability of water, sewer, and drainage systems on both public and internal web-based GIS. Below is a screenshot from KirklandMaps (which is found on the City's webpage). Property owners, real estate agents, potential buyers, as well as city staff, can easily determine which services are available on a site.



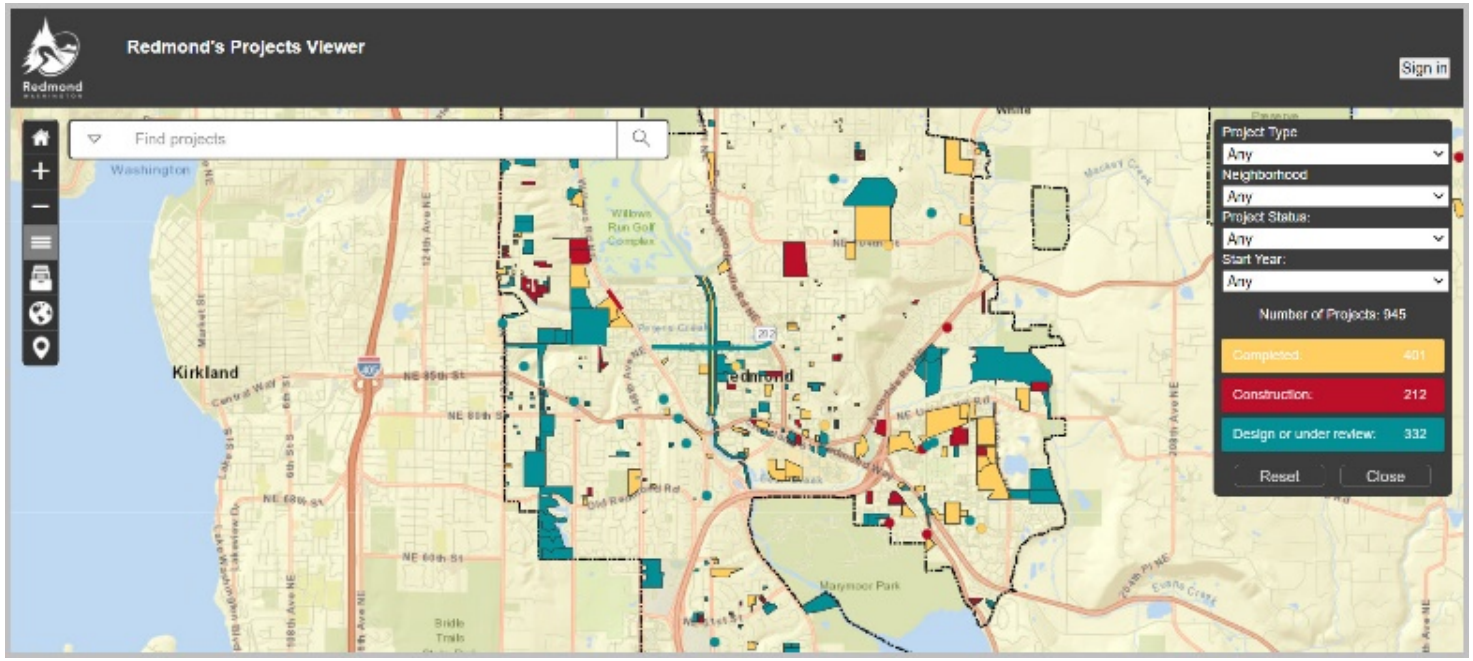
Recommendation VIII.4 – The City should work with the Woodinville Water District, which provides water and sewer service to parts of Woodinville, to provide simple availability maps for its service area in the City. We are aware of Homeland Security concerns about providing such

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

infrastructure information on a public site. Yet many cities provide basic availability maps without exposing critical infrastructure detail.

Active Projects Map Page on City Website

Online public GIS can be a valuable tool for citizen access by providing a searchable map of on-going permit applications and development projects. Instead of calling or emailing staff about activity in their neighborhood, citizens can look at a real-time map of applications and projects and click to drill down for more information. Below is an example from Redmond.



Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VIII.5 – The City should implement an active projects GIS map in the City's website. An active projects GIS layer can be created by connecting Accela permit data to a parcel base layer. Symbolizing with colored points, lines, and shadings denotes the types of applications. Such a map can be created in the City's ArcGIS Online environment by a reasonably competent GIS analyst familiar with Accela and ArcGIS Online.

Accessing Documents via GIS Map

Accela GIS, an add-on module for the City's existing permit system, allows internal staff to locate permit applications and projects from a web-based map. Currently, there is no way to locate applications and projects from a map. Because document files, such as approved plans, project reviews, consultant reports, and other information stored in Accela's cloud document storage are linked in the database to both address and parcel data, linking further to the map may make it possible to click on a map location and, for example, pull up all the geotechnical reports for projects in the surrounding area without manually searching for documents on each application in the system.

Recommendation VIII.6 – The City should implement Accela GIS and its document lookup capabilities to provide better information for staff about nearby conditions when reviewing applications. Accela and IK Consulting should be able to provide guidance from other customers who have implemented this functionality.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

IX. Administrative Improvements

This section addresses miscellaneous administrative improvements in the following areas:

- Clearing inactive applications
- Investigating uninspected permits
- Public Information Requests
- Business/liquor licenses

The City's Accela system has a large number of dormant applications and issued, but uninspected, permits. Efforts should be made to purge some records and follow up on the uninspected permits. In addition, the City should improve recordkeeping practices for public information requests and business licenses. .

Clearing Inactive Applications

The Accela system contains many dormant applications or pending tasks, some dating back years. In some cases, the project was completed but certain tasks, such as inspections, were not closed out. In other cases, a reviewer issued a memo requesting corrections or a notice of incomplete application but the applicant never responded (which can happen for many reasons). While these dormant applications are not harming anything and may, in fact, be resurrected at some point, they do clutter up the workflow and, for expired applications, they should be purged.

Recommendation IX.1 – The City should periodically review inactive or dormant applications or pending tasks and close or purge them from Accela, per WMC requirements.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Investigating uninspected permits

Similarly, Accela contains many building-related permits that had been issued, but for which no inspections had ever been performed (or was performed but not recorded in Accela). This sometimes occurs with minor plumbing and mechanical inspections, where the contractor obtains the permit and does the work, but never calls for inspection. This oversight may expose the contractor, property owner, and the City to potential legal liability if faulty work is performed.

> **Recommendation IX.2 –** The City should determine whether uninspected permits are the result of recordkeeping lapses (and correct those) or the result of missed inspections. For the latter, the City should contact owners whose permits have not received inspection within 180 days of issuance and request that the inspections be scheduled and completed. If there is no response the permit should be voided in the system.

Public Information Requests (PIRs)

The Washington State Public Records Act (RCW 42.56) allows any member of the public to request public information about a property, permit, or action taken by a municipality in the State. Types of requests received often include documents and emails pertaining to a permit, a parcel of land in the city, action of City Council, etc. Requests are filed with the City Clerk through a web-based cloud app called JustFOIA. The City Clerk then assigns requests related to Development Services to a planner. State law requires a response back to the requestor within 5 days, stating how long it will likely take to assemble the requested documents.

At this point, the assigned planner must review and accumulate PDF files, Accela records, GIS documents, electronic documents from one or more OneDrive folders related to the application, plus

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

any historic paper plans and documents used before the advent of electronic review. Paper documents are scanned as PDFs. The City Clerk's office searches the City's email servers for emails related to the request and saves them as PDFs, which are combined with document PDFs and sent to the requestor as an email link to OneDrive.

During 2021, Development Services responded to 106 of the 131 PIRs filed with the City (81%), an average of two requests per week. Gathering the requested information may take as little as 30 minutes or many hours over several days for complicated cases.

> **Recommendation IX.3 –** The City should create a simple case type in Accela to track PIRs in Accela listing the addresses, parcels, and applications related to a PIR, along with the dates the request was received and fulfilled and the UserID of the Development Services staffer handling the request. This can help provide historic data about staff workload responding to such requests and help when researching future requests in the same areas.

Business License and Liquor License Reviews

Before 2019, Business Licenses were issued by the City but since then this function has been absorbed by the Washington State Department of Revenue (DOR). Applications are filed through DOR, which then notifies the City to do any required department reviews and respond with a recommendation to approve or not approve the license. The City's Finance Department assigns Development Services to conduct a review based on the zoning code and other applicable sections of WMC and respond back to Finance. Finance then submits the City's recommendation to DOR. Business License renewals follow a similar path. No Business Licensing applications or tracking information is currently stored in Accela.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

In 2021, Development Services reviewed 337 license applications, approving 309 and denying 28, as shown in the table below. On average, Development Services staff must evaluate and prepare a response to one new DOR licensing request every business day, in addition to regularly assigned permit review tasks in Accela.

Review by Development Services is vital, in that some businesses requesting DOR licenses may not be permitted uses according to the zoning code or may be subject to bulk, density, or performance standards. For example, a proposed fast-food outlet may be a permitted use according to zoning, but the proposed site may be too small to accommodate required parking.

Issuance of a Business License does not grant carte-blanche approval for a business to operate in a city, so it's important to review applications to recommend denial of incompatible applications or to notify Business License applicants of additional City requirements. Business Licenses that are issued without careful screening may create liability for the City if the business opens, thinking everything is okay, then gets shut down with violations.

> **Recommendation IX.4 –** The City should enter DOR Business Licensing reviews in Accela, by piggybacking on the existing Home Occupation Permit (HOP) processed by the City, independently from the State DOR Business License. The data structure and review processes are already in place in Accela. This will allow automatic routing to applicable staff, tracking review times, and providing a process record related to all businesses licensed in Woodinville. In addition, having business license records in Accela will allow mapping and analysis of trends about the types and locations of businesses coming to the City.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix A – GIS Analyst Job Duties (See recommendation III.1)

- Develop and maintain data documentation for the City's core GIS data sets.
- Augment GIS with additional layers
- Maintain the public GIS interface
- Work with City staff to develop complex analysis and reports.
- Production of high quality maps for City Departments.
- Works with City Departments on developing spatial analyses in support of their program areas.
- Ensures accuracy and completeness of data entry.
- Analyze the GIS application needs of client departments and perform application development projects.
- Provides information and technical assistance to users regarding the GIS system and other related issues.
- Aids in project planning and management.
- Provides technical support for GIS and database software.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix B – Red Line Report Specifications (See Recommendation IV.4)

- Application records sorted by permit type and project name
- Task and Task Status limited to those tasks where City staff have an active role (e.g., routed for review, revisions received)
- Projects on hold, completed, not approved or deemed incomplete are not included in record selection
- Only those tasks that have not been completed and where the report date exceeds the due date by 7 days or more are included
- Days overdue is reported along with assigned staff name

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix C – Sample Application Checklists (See Recommendation V.1)

- City of Bothell Commercial/Multi-family Permit Checklist: https://www.bothellwa.gov/DocumentCenter/View/862/2---Commercial--Multi-Family-Building-Permit-PDF?bidId=
- City of Bothell Critical Areas Identification and Alteration Checklist: http://www.ci.bothell.wa.us/DocumentCenter/View/917/25---Critical-Areas-Alterations-Checklist-PDF?bidId=
- City of Bothell Final Short Plat: http://www.ci.bothell.wa.us/DocumentCenter/View/920/27a---Final-Short-Plat-Intake-Checklist-PDF?bidId=
- City of Bothell SF Building Permit: http://www.ci.bothell.wa.us/DocumentCenter/View/851/3---Single-Family-Building-Permit-PDF?bidId=
- City of Bothell Site Plan Review: http://www.ci.bothell.wa.us/DocumentCenter/View/8286/15---Site-Plan-Review-PDF?bidId=

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Appendix E – List of Recommendations

Recommendation III.1 – Based on the strategic and policy needs of the City and the results obtained from the Workload and Staffing Forecasting Model, the City should right size the staffing level of DS and PW and augment the organization as follows:

1) Create, budget, and recruit for an additional Engineer I position for Public Works-Engineering. This new position would handle permit review and selected CIP tasks.
2) Management Analyst capabilities need to be added for tracking workloads and performance, management reporting, budget and financial analysis, contract management for engineer and consultant contracts and task orders, ADA transition planning, transportation master planning, and overseeing the capital improvement plan.
3) Reclassify the existing Engineer Tech position in PW to a GIS Analyst. The City does not have a GIS Analyst job description but Appendix B contains the essential duties of this position. In addition, this position can also process right-of-way permits.

Recommendation III.2 – The City should amend the Interlocal Agreement with WFR so that the Director of DS, as delegated by the City, will have direct supervision of the Deputy Fire Marshal for all permit review tasks performed by WFR. All other responsibilities of the Deputy Fire Marshal and any discipline, promotion, annual review functions should continue to be within the authority of WFR. These contract terms should flow through to any subcontracting organizations (i.e., Eastside Fire & Rescue).

Recommendation IV.1 – The City should change time standards for certain critical tasks in the permit review process (All days in calendar days):

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Plan Routing. Plan routing is the process of routing newly submitted building and site plans to the reviewing departments (e.g., Development Services, Public Works). Since nearly all plans are submitted online, the routing is also done in digital form. The current standard for plan routing is currently set at 7 days but should be compressed to 3 days.

Completeness Review. A completeness review is performed for all newly submitted applications and plans. Each reviewing department reviews the submittal and determines if all the documentation necessary to perform the actual review is present (i.e., the submittal is "complete"). While State Law sets a maximum of 28 days to determine if an application is complete, the City should strive to determine if an application is complete enough to proceed with the actual review within 7 days of application. This goal is attainable if Permit Technicians are tasked with conducting the completeness review (See recommendation V.5).

Review Consolidation. Review consolidation is the step in the process at which all department reviews are complete, and comments are bundled together by the Project Manager (usually a Planner) for forwarding to the applicant. Review consolidation may result in approval of the plans or a request for revised plans or clarifications to deal with comments and corrections noted by the reviewing departments. Because department reviews are done in parallel, the number of days to get to Review Consolidation will be determined by the slowest reviewing department. The standard for review consolidation is currently set at 7 days in most cases but should be compressed to 5 days.

Permit Issuance. Currently, the standard for this task is 7 days in most cases but should be set at 4 days.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation IV.2 – The City should publish the above time standards on the City website and also post a report on actual times. Start by developing internal monthly reports showing percentage of applications meeting the targets. Adjust targets as needed, then begin publishing reports on the City website when the City is confident about meeting the standards.

Recommendation IV.3 – The City should activate the start/stop processing clock in Accela to track the number of days reviews are active with City staff and the number of days it takes for the applicant to respond to requests for information and to resubmit plans in response to corrections required by City staff.

Recommendation IV.4 – The City should implement a "Red Line" report to track applications where tasks are exceeding standard time allocations by more than 7 days. For example, if a building plan review is more than 7 days past its due date, this should be reported to both the reviewing department's management (e.g., Development Services, Public Works) and the Office of the City Manager. This will provide an early warning system to identify overdue tasks in real-time and direct management's attention to these tasks so they can be worked by staff or whatever logjam is occurring can be cleared. This type of report may have to be configured using Crystal Reports and may require a consultant to configure and test the report and train users. Specifications for this report are included in Appendix C.

Recommendation V.1 – The City should revise application checklists to call out requirements that have in the past been missed and cause failed Completeness Reviews. These checklists should match with checklists used by City staff to determine if an application is complete. Commonly missed requirements include:

> **Site plan requirements.** A number of cities in the Seattle area publish site plan requirements on their websites, which could be used as a guide for requiring better information and illustrative diagrams on issues such as contour lines (existing and proposed), setbacks, easements, building

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

envelopes and height calculations, boundaries of Critical Areas, and other natural and manmade features of the site. Appendix D includes links to examples of site plan requirements from the City of Bothell which provide a good model.

External mechanical equipment. Community concerns about noisy air conditioners and bulky, unisightly rooftop equipment have sparked code changes requiring additional review for setbacks and visual and noise screening – something that homeowners may not be ready to deal with. The city should amend mechanical permit application checklists to require illustrative diagrams showing required setbacks and screening to expedite Planning review of setbacks and rooftop screening for external equipment.

Recommendation V.2 – The City should implement procedures to keep applications flowing if Permit Technicians are out of the office, especially with unpredictable COVID-19 illnesses. If a Permit Technician is absent for more than three days, the remaining Tech, or one of the planners, should be assigned to check the absent Tech's task queue and move the stalled tasks along. In the event of a lengthy planned absence, such as two weeks' vacation, Development Services management should assign the Tech's duties to other Techs and planners on a rotating basis.

Recommendation V.3 – The City should configure Accela to automatically compute up-front fees for all application types, so an applicant can pay them immediately, at the time of online application, without waiting for a Tech to create an invoice. If the applicant chooses to pay online, the application can move automatically to the Completeness Review task in the workflow thereby kicking off the review process. If paying by check, workflow is held until receipt of the check.

Recommendation V.4 – During department reviews, staff should add and update all fee categories from their own departments, that are required for issuance or approval. Such fees should be immediately

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

available for online payment by the applicant, without having to wait for a Permit Tech to prepare an invoice before payment is allowed on Accela.

Recommendation V.5 – The City should have Permit Technicians perform completeness reviews, calling on specialized staff only as necessary. In many jurisdictions, it has been customary for decades for Techs to perform this task. Notification back to the applicant can be sent through Accela's Communication Manager, without the additional work of preparing a formal signed memo in MS-Word.

For this to be successful, applicants should have informative application checklists that highlight what is required to make a complete application (See recommendation V.1 for more on this). Permit Technicians should have training and instructions on how to quickly check an application, without making judgments that should be reserved for higher level plan reviewers.

Feedback from department reviews should be used to fine-tune completeness criteria and application documents over time. The combination of having Permit Technicians perform DoCs and doing notifications through Accela instead of generating memos in MS-Word has the potential to trim weeks off processing times for many applications.

Recommendation V.6 – The City should adopt a common spreadsheet format for use by all reviewers. Each department should forward their correction spreadsheet to the project manager, who would consolidate the rows from reviewer spreadsheets into a Correction Action List spreadsheet to be printed as a PDF and emailed to the applicant. This will save time in reformatting and wordsmithing combined memos and presenting the items in a consistent format from one review cycle to the next. In addition, text in the Issue/Correction column should read as declarative requirements, including specific code wording to guide the applicant about meeting requirements. For example, the items about height calculation above should state the maximum allowed by code and the method used by code to calculate height.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation V.7 – The City should reduce the scope of the DRC to a standards setting body (which would then feed into code amendments) and should not be used in the permit review process.

Recommendation V.8 – The City should refrain from preparing approval memos for simple permits to free up time for more complicated projects. Staff can simply stamp plans as 'approved' and issue the permit.

Recommendation V.9 – Reviewers in all departments should be equipped with digital approval stamps, of a consistent design across all departments, including the name of the approver, date/time stamp, and applicable wording and disclaimers, which can be applied in Bluebeam to applicable sheets in the approved plans. Such stamps can then be "burned into" the PDF file to help prevent future alteration. Stamping individual sheets also verifies that a reviewer has seen and approved each applicable sheet, instead of simply commenting on plans in a memo.

Recommendation V.10 – City staff should frequently perform permit triage when new tasks come on their to-do list by asking "How simple will this task be?" and "Can I dispatch this one right now?" to sign off simple tasks quickly for the benefit of downstream tasks and to reduce overall time to permit issuance. In addition, should consider setting aside an afternoon or morning a week to dispatch simple permit applications.

Recommendation VI.1 – All documents uploaded from and downloaded to the applicant should come through the ACA portal, not email. In addition to initial application documents, this should include corrective action lists and drawings marked up with corrections, resubmittals of revised plans from the applicant, and downloads of approved plans upon issuance.

Using the ACA for document transfer preserves a record of transactions from authorized system users and allows automatic versioning of documents that may otherwise become difficult to identify and

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

retrieve. Notifications from Accela can alert applicants that corrections and approved plans are available on ACA and the system can track when and by whom documents are retrieved.

Recommendation VI.2 – The City should consolidate all document storage for an application in Accela, instead of partly in Accela and partly on multiple OneDrive systems. In addition, the City should implement a standard set of virtual folders for each application type in Accela cloud document storage to facilitate filing and retrieval of documents.

Recommendation VI.3 – The City should add all external consultants as related parties with specifically defined professional "roles" (such as GeoTech, Arborist, Traffic, etc.) in Accela Contacts. This would allow staff to view external consultants for an application in the Accela Contacts list. Tasks should be created in the workflow for each type of consultant showing dates assigned, due dates, and completion dates. In addition, standard virtual folders should be created in Accela cloud document storage for consultant working documents.

Recommendation VI.4 – The City should send Correction Action lists to all the contacts on record in Accela for the application to make sure all members of an applicant's project team, including owners and sponsors of record, are aware of requirements in the list.

Recommendation VI.5 – The City should enact a policy whereby a project manager should update the application record with their UserID when an application is first received or the assignment is transferred to another planner. This will facilitate generating reports showing all the assigned workload for a planner.

Recommendation VI.6 – City staff should enter conditions of approval in Accela, especially for complex projects for which conditions need to be checked and enforced over time and where conditions imposed now may affect future development or changes in existing projects over time.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VI.7 – The City should add data fields in the Accela Summary screen to clearly identify that the application includes a requested deviation from standards. Added fields should include the type(s) of deviations requested and a note field with a brief description. These additional data fields will facilitate generating an Accela report listing deviation requests and keeping tabs on potentially excessive turnaround times.

Recommendation VI.8 – New City permitting staff should receive formal Accela training from Accela, IK Consulting, or other Accela-approved training vendor and not just rely on an informal and unstructured mentoring by more senior staff. Periodic refresher training every 18-24 months, from an approved vendor, should also be provided.

Recommendation VII.1 – The City should pro-actively reach out and require pre-application conferences for applicants in the following situations:

- Developers, builders, and contractors who have not previously worked in Woodinville and who may not be familiar with City code requirements.
- Sites shown as being in Critical Areas, according to Critical Area maps maintained by the City.
- Any combination of application types including
  - Critical Area Determination (CAD)
  - Critical Area Alteration (CAE)
  - Land Use Approval (LUA)
  - Site Development (SDL)
  - Design Review (DRA)
  - Deviation of Decision (DEC)
- Homeowners applying for permits without the help of design professionals.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VII.2 – The City should develop informational PDFs that can be downloaded from the City website, listing requirements for typical single-family residential projects: additions, remodels, garages, sheds, decks, and retaining walls. Sketches and sample illustrations for site plans, deck details, height calculation, and rockeries would be helpful for unsophisticated applicants. While the City website already includes application forms and checklists, material specific to frequently built projects would provide enhanced assistance for members of the general public and those not involved in the building or design trades.

Recommendation VII.3 – The City should implement a permit fee calculator in Accela Community Access (ACA), (i.e., the public portal to Accela) to allow citizens to enter information about a proposed project and print out an estimate based on information entered.

Recommendation VII.4 – The City should configure the Communication Manager function within Accela to send automatic emails to applicants and others associated with an application whenever a user signs off a task signifying a status changes (e.g., completeness review, plans routed) instead of creating memos in Word or writing up emails regarding the status change. ACA also includes a basic progress indicator showing the applicant which tasks are underway, completed, and yet to be done

Recommendation VII.5 – Assigned project managers should reach out to the homeowner or citizen on applications that appear to be from unsophisticated applicants especially if they are not using professional engineers or architects. A brief phone call early in the process, introducing oneself as the project manager and asking if there are any questions can be a big help in allaying fears about the process. In the days before electronic submittal, this was accomplished when the applicant brought paperwork to apply at the counter. This recommendation should include a caveat that the City cannot replace the role of engineers or architects in designing a project, but the City can improve communication about expediting or explaining the process.

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

Recommendation VIII.1 – The City should implement web-based GIS for both public users on the City website and for internal staff use in all departments. Use surrounding communities as a guide for the data layers and types of services provided. A number of GIS vendors offer packaged, ESRI-compatible website designs that can be easily integrated into the City's website.

Recommendation VIII.2 – The City should install a Critical Areas map layer in a new web-based ArcGIS application for use by both public and internal staff. The public GIS interface should include banners, pop-ups, or other visual devices to alert new users to the site about new availability of Critical Areas layers.

Recommendation VIII.3 – The city should implement and maintain an address point layer in GIS and display of that layer in both public and internal web-based GIS applications.

Recommendation VIII.4 – The City should work with the Woodinville Water District, which provides water and sewer service to parts of Woodinville, to provide simple availability maps for its service area in the City. We are aware of Homeland Security concerns about providing such infrastructure information on a public site. Yet many cities provide basic availability maps without exposing critical infrastructure detail.

Recommendation VIII.5 – The City should implement an active projects GIS map in the City's website. An active projects GIS layer can be created by connecting Accela permit data to a parcel base layer. Symbolizing with colored points, lines, and shadings denotes the types of applications. Such a map can be created in the City's ArcGIS Online environment by a reasonably competent GIS analyst familiar with Accela and ArcGIS Online.

Recommendation VIII.6 – The City should implement Accela GIS and its document lookup capabilities to provide better information for staff about nearby conditions when reviewing applications. Accela

Docusign Envelope ID: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F

and IK Consulting should be able to provide guidance from other customers who have implemented this functionality.

Recommendation IX.1 – The City should periodically review inactive or dormant applications or pending tasks and close or purge them from Accela, per WMC requirements.

Recommendation IX.2 – The City should determine whether uninspected permits are the result of recordkeeping lapses (and correct those) or the result of missed inspections. For the latter, the City should contact owners whose permits have not received inspection within 180 days of issuance and request that the inspections be scheduled and completed. If there is no response the permit should be voided in the system.

Recommendation IX.3 – The City should create a simple case type in Accela to track PIRs in Accela listing the addresses, parcels, and applications related to a PIR, along with the dates the request was received and fulfilled and the UserID of the Development Services staffer handling the request. This can help provide historic data about staff workload responding to such requests and help when researching future requests in the same areas.

Recommendation IX.4 – The City should enter DOR Business Licensing reviews in Accela, by piggybacking on the existing Home Occupation Permit (HOP) processed by the City, independently from the State DOR Business License. The data structure and review processes are already in place in Accela. This will allow automatic routing to applicable staff, tracking review times, and providing a process record related to all businesses licensed in Woodinville. In addition, having business license records in Accela will allow mapping and analysis of trends about the types and locations of businesses coming to the City.

Certificate Of Completion

Envelope Id: D52DF2D3-CB50-4C9B-89BC-0F0C9EF7480F
Status: Completed
Subject: RFP 10878-25 Business License Process, Policy, Compliance, Eval and Recs Closes 9/10/2025 @ 2pm PST
Source Envelope:
Document Pages: 155
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
DocuSign Purchasing
15670 Ne 85th St
Redmond, WA 98052
docusignpurchasing@redmond.gov
IP Address: 73.11.225.155

Record Tracking

Status: Original
9/10/2025 10:29:03 AM
Holder: DocuSign Purchasing
docusignpurchasing@redmond.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
David Howe dhowe1000@gmail.com strategica, inc. Security Level: Email, Account Authentication (None)	Signed by: David Howe 5EDF0E07AA9A4CF... Signature Adoption: Pre-selected Style Using IP Address: 2601:600:a401:6a60:7d47:139b:1291:abeb	Sent: 9/10/2025 10:29:04 AM Viewed: 9/10/2025 10:29:44 AM Signed: 9/10/2025 10:31:47 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 204.152.61.20	Sent: 9/10/2025 10:31:50 AM Viewed: 9/10/2025 2:02:03 PM Signed: 9/10/2025 2:02:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2025 10:29:04 AM
Certified Delivered	Security Checked	9/10/2025 2:02:03 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	9/10/2025 2:02:12 PM
Completed	Security Checked	9/10/2025 2:02:12 PM

Payment Events	Status	Timestamps