

# City of Redmond



## Agenda

**Regular Business Meeting**

**Tuesday, August 17, 2021**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Tanika Kumar Padhye, President*

*Jeralee Anderson, Vice-President*

*David Carson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

## **REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE**

**Items From The Audience** provides an opportunity for citizens 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 **four 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. Citizens 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 made to the Council by the department directors 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 citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

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 four 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 Notices, and Minutes are available on the City's Web Site:**

<http://www.redmond.gov/CouncilMeetings>

**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.

**I. SPECIAL ORDERS OF THE DAY**

- A. Recognition: COVID-19 Heroes

**II. ITEMS FROM THE AUDIENCE**

*Public comment can be provided in person at City Hall during the meeting.*

*To provide comment remotely, please contact the Clerk's Office (cityclerk@redmond.gov) by 3 p.m. on the day of the meeting with written comment (500 word limit - please label your comment as "Items from the Audience") or by providing your name and phone number for verbal comment*

**III. CONSENT AGENDA****A. Consent Agenda**

1. Approval of the Minutes: July 20, 2021, Regular Business Meeting and Special Meeting, and July 27, 2021, Special Meeting (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

[Special Meeting Minutes for July 20, 2021](#)

[Regular Meeting Minutes for July 20, 2021](#)

[Special Meeting Minutes for July 27, 2021](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Approval Register, July 23, 2021](#)

[Council Payroll Approval Register, July 30, 2021](#)

[Payroll Approval Register, August 10, 2021](#)

[Check Approval Register, August 17, 2021](#)

3. [AM No. 21-115](#) Approval of On-Call Consultant Contracts for Transportation Planning and Engineering. *(Planning and Community Development)*

- [Agenda Memo](#)
- [Attachment A: Additional Background Information-Description of Proposal](#)
- [Attachment B: On Call Draft Contracts](#)
- [2A-Fehr and Peers Draft Consultant Agreement](#)
- [2B-HNTB Draft Consultant Agreement](#)
- [2C-KPG Draft Consultant Agreement](#)
- [2D-Parametrix Draft Consultant Agreement](#)
- [2E-Perteet Draft Consultant Agreement](#)
- [2F-Toole Design Draft Consultant Agreement](#)
- [2G-IDAX Draft Purchase Agreement](#)

**Legislative History**

- |         |   |                              |
|---------|---|------------------------------|
| 8/10/21 | Committee of the Whole -<br>Planning and Public Works | referred to the City Council |
|---------|---|------------------------------|
4. [\*\*AM No. 21-116\*\*](#) Approval of the Appointment and Reappointment of Community Facility District (CFD) No. 2014-1 and 2016-1 Board of Supervisor Members  
*(Executive)*

[Agenda Memo](#)

**Legislative History**

- |         |  |                              |
|---------|--|------------------------------|
| 7/27/21 | Committee of the Whole -<br>Finance, Administration,<br>and Communications | referred to the City Council |
|---------|--|------------------------------|
5. [\*\*AM No. 21-117\*\*](#) Approval of the First Modification to Interlocal Agreement to Provide Law Enforcement Mutual Aid for an Independent Force Investigation Team - King County (IFIT-KC)  
*(Police)*

[Agenda Memo](#)

- [Attachment A: Interlocal Agreement](#)
- [Attachment B: First Modification Interlocal Agreement](#)
- [Attachment C: Executive Order](#)
- [Attachment D: RCW 10.93.160](#)

**Legislative History**

- |         |   |   |
|---------|---|---|
| 8/10/21 | Committee of the Whole -<br>Planning and Public Works | referred to the Committee of the<br>Whole - Public Safety |
|---------|---|---|



- 6. [AM No. 21-118](#) Adoption of the Ordinances to Approve the Refunding of the Limited Tax General Obligation Refunding Bonds, 2013 and the Utility System Revenue Bonds, 2014
  - a. Ordinance No. 3043: An Ordinance of the City of Redmond, Washington, Providing for the Issuance and Sale of One or More Series of Limited Tax General Obligation Refunding Bonds in the Aggregate Principal Amount of Not To Exceed \$19,500,000 to Refund Certain Outstanding Limited Tax General Obligations of the City, and to Finance Costs of Issuance of the Bonds; Providing for the Disposition of the Proceeds of Sale of the Bonds; and Delegating Authority to Approve the Final Terms of the Bonds
  - b. Ordinance No. 3044: An Ordinance of the City of Redmond, Washington, Providing for the Issuance and Sale of One or More Series of Utility System Revenue Refunding Bonds in the Aggregate Principal Amount of Not To Exceed \$16,500,000 to Refund Certain Outstanding Utility System Revenue Bonds of the City, to Make a Deposit to the Reserve Account (If Required), and to Finance Costs of Issuance of the Bonds; Providing the Form, Terms and Covenants of the Bonds; Providing for the Disposition of the Proceeds of Sale of the Bonds; and Delegating Authority to Approve the Final Terms of the Bonds  
*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance for LTGO Refunding Bonds, 2021](#)

[Attachment B: Ordinance for Utility Revenue Refunding Bonds, 2021](#)

**Legislative History**

7/27/21	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council
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- 7. [AM No. 21-119](#) Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize the

Calculated Beginning Fund Balance in all Funds Except the General Fund

a. Ordinance No. 3045: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1

*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit 1: Summary of 2021-2022 Budget Adjustments](#)

8. [AM No. 21-120](#) Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to Implement Body-Worn Camera Program and Associated Staffing Authorization

a. Ordinance No. 3046: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1

*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit 1: Summary of 2021-2022 Budget Adjustments](#)

[Attachment B: Staffing Authorization Summary](#)

[Attachment C: Staffing Authorization Detail](#)

9. [AM No. 21-121](#) Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to the Redmond Central Connector Phase 3 Project

a. Ordinance No. 3047: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1

*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit 1: Summary of 2021-2022 Budget Adjustments](#)

10. [AM No.  
21-122](#)

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Restore Priority Maintenance and Operations Activities in Core Program Areas

a. Ordinance No. 3048: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1

*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit 1: Summary of 2021-2022 Budget Adjustments](#)

11. [AM No.  
21-123](#)

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to be used for the Capital Investment Program

a. Ordinance No. 3049: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1

*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit 1: Summary of 2021-2022 Budget Adjustments](#)

12. [AM No. 21-124](#) Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget to Recognize a Portion of the American Rescue Plan Act Funding and to Implement a Program to Support the Tourism, Travel and Hospitality Industries Impacted by COVID

a. Ordinance No. 3050: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1

*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit 1: Summary of 2021-2022 Budget Adjustments](#)

[Attachment B: Staffing Authorization Summary](#)

[Attachment C: Staffing Authorization Detail](#)

13. [AM No. 21-125](#) Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget to Recognize a Portion of the American Rescue Plan Act Funding to be Held in the COVID Recovery Fund

a. Ordinance No. 3051: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1

*(Finance)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit 1: Summary of 2021-2022 Budget Adjustments](#)

14. [AM No. 21-126](#) Adoption of an Ordinance Amending Pay Plans “N” and “N-S” in Order to Add Three (3) Classifications and Approval of Various Staffing Authorizations

a. Ordinance No. 3052: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “N” and “N-S” in Order to Add Three Job Classifications to the Non-Represented and Non-Represented Supplemental Pay Plans, Providing for Severability and Establishing an Effective Date

*(Finance)*

[Agenda Memo](#)

[Attachment A: Staffing Authorization Summary](#)

[Attachment B: Staffing Authorization Detail](#)

[Attachment C: Ordinance](#)

[Exhibit 1: Non-Represented Pay Plan](#)

[Exhibit 2: Non-Represented Supplemental Pay Plan](#)

15. [AM No. 21-127](#) Adoption of an Ordinance Amending the Redmond Comprehensive Plan and the Redmond Zoning Code to Allow Retail Marijuana Sales in New Land Use Designated Areas and Zoning Districts

a. Ordinance No. 3053: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan and the Redmond Zoning Code to Allow for Retail Marijuana Sales in New Zoning Districts Citywide Providing for Severability and Establishing an Effective Date

*(Planning and Community Development)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit A: Comprehensive Plan Amendments Retail MJ](#)

[Exhibit B: RZC Amendments Retail Marijuana](#)

**Legislative History**

6/8/21	Committee of the Whole - Planning and Public Works	referred to the City Council
7/6/21	City Council	referred to the City Council

16. [AM No. 21-128](#) Adoption of an Ordinance Amending the Redmond Comprehensive Plan to Address Affordable Commercial Space

a. Ordinance No. 3054: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Economic Vitality Element to Address Affordable Commercial Space, Providing for Severability, and Establishing an Effective Date  
*(Planning and Community Development)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit A: Economic Vitality Amendment](#)

**Legislative History**

7/13/21	Committee of the Whole - Planning and Public Works	referred to the City Council
7/20/21	City Council	referred to the City Council

17. [AM No. 21-129](#) Adoption of an Ordinance Amending the Redmond Comprehensive Plan Housing Element to Address Affordable Housing

a. Ordinance No. 3055: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Housing Element to Address Affordable Housing, Providing for Severability, and Establishing an Effective Date  
*(Planning and Community Development)*

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Exhibit A: Housing Element Amendment](#)

**Legislative History**

7/13/21	Committee of the Whole - Planning and Public Works	referred to the City Council
7/20/21	City Council	referred to the City Council

- 18. [AM No. 21-130](#) Adoption of an Ordinance for the 2019-2020 Annual Docket of Comprehensive Plan Amendments

a. Ordinance No. 3056: An Ordinance of the City of Redmond Washington Concluding the 2019-2020 Annual Docket of Comprehensive Plan Amendments and Demonstrating Compliance with Chapter 35A.63 RCW, the Code City Planning Enabling Act, Chapter 36.70A RCW the Growth Management Act, and Chapter 43.21 RCW, State Environmental Policy Act, Providing for Severability, and Establishing an Effective Date  
*(Planning and Community Development)*

[Agenda Memo](#)  
[Attachment A: Ordinance](#)  
[Exhibit A: Analysis of Cumulative Effects](#)

- 19. [AM No. 21-131](#) Adoption of an Ordinance Establishing the 2021-2022 Annual Docket of Comprehensive Plan Amendments

a. Ordinance No. 3057: An Ordinance of the City of Redmond, Washington, Setting the Framework and Conducting Concurrent Review of the Cumulative Effect of All Proposed Amendments to the Redmond Comprehensive Plan and Related Amendments to the Redmond Zoning Code, for the 2021-22 Annual Comprehensive Amendment Review Docket, Including New and Amended Policies, Concurrent Zoning Amendments, and New and Amended Functional Plans.  
*(Planning and Community Development)*

[Agenda Memo](#)  
[Attachment A: Annual Docket Process Summary](#)  
[Attachment B: Planning Commission Report: 2021-22 Annual Docket](#)  
[Attachment C: Council Questions](#)  
[Attachment D: Presentation](#)  
[Attachment E: Ordinance](#)

**Legislative History**

7/13/21 Committee of the Whole - referred to the City Council  
Planning and Public Works

7/20/21

City Council

referred to the City Council

**B. Items Removed from the Consent Agenda****IV. HEARINGS AND REPORTS****A. Public Hearings**

*Public comment can be provided in person at City Hall during the meeting.*

*To provide comment remotely, please contact the Clerk's Office (cityclerk@redmond.gov) by 3 p.m. on the day of the meeting with written comment (500 word limit - please label your comment as "Public Hearing Comment") or by providing your name and phone number for verbal comment*

1. [AM No. 21-132](#) LMC South Park Master Plan, Development Agreement and Site Plan Entitlement, Type V Quasi-Judicial Consolidated Review Permit

- a. Ordinance No. 3058: An Ordinance of the City of Redmond, Washington, Adopting the Technical Committee's Recommendation to Approve with Conditions the LMC South Park Master Plan, Development Agreement, and Site Plan Entitlement (File LAND-2020-00029, LAND-2020-00030) and Establishing an Effective Date

- b. Resolution No. 1546: A Resolution of the City Council of the City of Redmond, Washington, Approving a Development Agreement for Properties Owned by Lennar Multifamily Communities  
(*Planning and Community Development*)

[Agenda Memo](#)

[Attachment A: Ordinance](#)

[Attachment B: Resolution](#)

[Attachment C: Development Agreement](#)

[Attachment D: Staff Report](#)

[Attachment E: Issues Matrix](#)

**Legislative History**

6/8/21

Committee of the Whole -  
Planning and Public Works

referred to the City Council



7/6/21	City Council	referred to the City Council Study Session
7/27/21	City Council	referred to the City Council

**B. Reports**

**1. Staff Reports**

- a. [AM No. 21-133](#) 2021 Second Quarter Financial Update

*(Finance)*

[Agenda Memo](#)

[Attachment A: Second Quarter Financial Update](#)

**2. Ombudsperson Report**

*Forsythe*

**3. Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

- A. [AM No. 21-134](#) Adoption of an Ordinance for the Interim Official Control Regulating Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters

1. Ordinance No. 3059: An Ordinance of the City of Redmond, Washington, Imposing an Interim Official Control to Amend Article I, Article II, and Article VII of the Redmond Zoning Code to Align Homeless Shelter Regulations with State Adopted Definitions and to Implement the Preemption Adopted by House Bill 1220 that Allows Permanent Supportive Housing and Transitional Housing in All Zoning Districts Where Residential Dwellings and/or Hotels are Allowed and to Allow Emergency Housing and Emergency Shelters in All Zoning Districts Where Hotels are Allowed, Setting the Date for a Public Hearing on the Interim Official Control, Providing for Severability and Establishing an Effective Date

*(Planning and Community Development)*

[Agenda Memo](#)

[Attachment A: Redlined Strike-Draft of the Interim](#)

[Official Control](#)

[Attachment B: Ordinance](#)

**VII. EXECUTIVE SESSION**

**VIII. ADJOURNMENT**



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 8/17/2021  
**Meeting of:** City Council  
Day

**File No.** SPC 21-078  
**Type:** Special Orders of the

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Recognition: COVID-19 Heroes



## Memorandum

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**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** SPC 21-071  
**Type:** Minutes

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Approval of the Minutes: July 20, 2021, Regular Business Meeting and Special Meeting, and July 27, 2021, Special Meeting (Digital recordings of Regular City Council meetings are available for purchase by contacting the City Clerk's Office, and on-demand videos are available online.)

**CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Special Meeting of the Redmond City Council was called to order by Mayor Birney at 6:30 p.m. The meeting was held remotely. Council members present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Kritzer and Padhye.

Councilmember Khan was absent from the meeting.

The purpose of the special meeting was to interview the candidate for the Landmark Commission.

Kim Dietz, staff liaison, introduced James Petts as the candidate for the Landmark Commission.

The candidate spoke regarding background, interest in the work of the commission, and responded to Councilmember inquiries.

Discussion ensued regarding changes in downtown Redmond; historical society; new landmark; natural environment; development; preserving landmarks; and partnerships.

**ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 6:48 p.m.

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

\_\_\_\_\_  
CITY CLERK

*Minutes Approved: August 17, 2021*

**CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in-person and remotely. Council Members present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Kritzer and Padhye.

MOTION: Councilmember Forsythe moved to excuse Councilmember Khan from attendance at the meeting. The motion was seconded by Councilmember Anderson.

VOTE: The motion passed (6 - 0).

MOTION: Councilmember Padhye moved to reorder the agenda to consider Unfinished Business, AM No. 21-113: Redmond Senior and Community Center Approval prior to the Consent Agenda. The motion was seconded by Councilmember Carson.

VOTE: The motion passed (6 - 0).

**SPECIAL ORDERS OF THE DAY**

A. OneRedmond Annual Update

Kristina Hudson provided a report to the Members of the Council and responded to Councilmember inquiries.

**ITEMS FROM THE AUDIENCE**

Mayor Birney opened Items from the Audience at this time.

The following person spoke regarding benefits of police body cameras and usage of the information: Carlos Jimenez, Centro Cultural Mexicano.

The following person spoke regarding approval of the senior/community center; Arts and Culture Commission; and use of body cameras and accountability: Angie Hinojos, Centro Cultural Mexicano.

The following person spoke regarding supportive of the senior center/community center and the need for completing the second floor: Pat Vache, OneRedmond.

The following person spoke regarding prior commissioner on the Arts and Culture Commission; community center stakeholders group;

and the importance of community spaces and building out the second floor: Risa Coleman.

The following person spoke regarding fully supporting the senior center as proposed and the need for community space: Latha Sambamurti, OneRedmond Foundation.

The following person spoke regarding food shortages; ways to limit global warming; and six sector climate change: David Morton.

The following person spoke regarding supportive of the senior center/community center, completing the second floor, debt policy revision, and artificial fiscal restraint: Jessica Kravitz, OneRedmond Foundation Board.

The following person spoke regarding safeguards in land use process, submitted proposal in 2018, and next submittal would be in 2024: Sidd Jha, Pier 67 Capital Partners.

The following person spoke regarding senior program, approving the budget as presented, and concerns with isolation and loneliness: Pram Wahi.

There being no one else requesting to provide comment, Mayor Birney closed Items from the Audience at this time.

#### **UNFINISHED BUSINESS**

##### A. AM No. 21-113: Redmond Senior and Community Center Approval

Carrie Hite, Parks and Recreation Director, Chip Corder, Finance Director, Eric Dawson, Senior Engineer, and Loreen Hamilton, Deputy Parks Director, provided a presentation and responded to Councilmember inquiries.

MOTION: Councilmember Kritzer moved to approve AM No. 21-113. The motion was seconded by Councilmember Carson.

MOTION: Councilmember Anderson moved to amend to add "using Councilmanic bonds" at the end of the motion. Councilmember Forsythe seconded the motion.

Following Councilmember discussion;

VOTE: The motion to amend passed (6 - 0).

Following Councilmember discussion;

VOTE: Main motion as amended passed (6 - 0).

**CONSENT AGENDA**

MOTION: Councilmember Padhye moved to approve the Consent Agenda. The motion was seconded by Councilmember Carson.

1. Approval of the Minutes: July 6, 2021, Regular Business Meeting, and July 13, 2021, Special Meeting.
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#186743 through #186756  
#115732 through #116444  
#1332 through #1336

\$3,558,974.37

CLAIMS CHECKS:

#433945 through #434176

\$2,654,944.66

3. AM No. 21-099<sup>1</sup>: Award of Bid to Granite Construction Company in the Amount of \$305,078, for the NE 31st Street Connection, Overlake Village Pedestrian Bicycle Bridge to 148th Avenue
4. AM No. 21-100: Approval of the Reallocation of Capital Improvement Program Funding from Full Replacement of Wastewater Lift Stations 5,6, and 15
5. AM No. 21-101: Approval of Community Development Block Grants Coronavirus (CDBG CV) Funding

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<sup>1</sup> This item was removed from the Consent Agenda and addressed separately.



6. AM No. 21-102: Approval of Community Development Block Grant (CDBG) 2022 Funding Allocation Plan
7. AM No. 21-103: Approval of the Final Contract with Marshbank Construction, Inc. of Lake Stevens, WA for the Base Bid Amount of \$4,129,413, Plus or Minus Change Orders and Bid Items Increases or Decreases, Resulting in a Final Contract Amount of \$4,144,039, and Accept Construction of NE 51ST Street Improvements, Project No. 20021604 and 20021910
8. AM No. 21-104: Adoption of An Ordinance Amending Ordinance No. 3026 by Making an Adjustment to the City's 2021-2022 Biennial Budget to Recognize an Additional \$500,000 for Human Services
  - a. Ordinance No. 3041: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance No. 3026, by Making Adjustments to the City's 2021-2022 Biennial Budget, in Exhibit 1
9. AM No. 21-105: Approval of a Contract Amendment with Tyler Technologies, in the Amount of \$75,000, for Energov Standardization and Simplification
10. AM No. 21-106<sup>2</sup>: Approval of Funding for Implementation of Body Worn Camera and In Car Camera Systems and Approval of a Contract Addendum with Axon Enterprise, Inc.2.02.050 to Add Council Confirmation of the Chief Operating Officer
11. AM No. 21-107: Confirmation of Commission Member Appointments

VOTE: The motion passed (6 - 0).

Mayor Birney read the title of Ordinance No. 3041 into the record.

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<sup>2</sup> This item was removed from the Consent Agenda and addressed separately

At this time, Anna Zanella was sworn in as the new Arts and Culture Commissioner.

**ITEMS REMOVED FROM THE CONSENT AGENDA**

3. AM No. 21-099: Award of Bid to Granite Construction Company in the Amount of \$305,078, for the NE 31st Street Connection, Overlake Village Pedestrian Bicycle Bridge to 148th Avenue

MOTION: Councilmember Carson moved to approve AM No. 21-099. The motion was seconded by Councilmember Padhye.

RECUSAL: Councilmember Anderson was recused from voting due to a conflict of interest.

VOTE: The motion passed (5 - 0).

10. AM No. 21-106: Approval of Funding for Implementation of Body Worn Camera and In Car Camera Systems and Approval of a Contract Addendum with Axon Enterprise, Inc.

MOTION: Councilmember Carson moved to approve AM No. 21-106. The motion was seconded by Councilmember Kritzer.

Police Chief Lowe spoke regarding this item and responded to Councilmember inquiries.

MOTION: Councilmember Anderson moved to amend for the motion to read: Approval of proposed staff positions for Implementation of Body Worn Camera and In Car Camera Systems and Approval of a Contract Addendum with Axon Enterprise, Inc. The motion was seconded by Councilmember Forsythe.

Following Councilmember discussion;

VOTE: The motion to amend passed (4 - 2) with Councilmembers Padhye and Carson in opposition.

VOTE: The main motion as amended passed (6 - 0).

**HEARINGS AND REPORTS**

STAFF REPORTS

- A. AM No. 21-108: 2020-2021 Annual Docket of Comprehensive Plan Amendments: Economic Vitality Element Update - Affordable Commercial Space

Carol Helland, Director of Planning and Community Development, introduced this item, and Beverly Mesa-Zendt, Deputy Planning Director, provided a presentation and responded to Councilmember inquiries.

- B. AM No. 21-109: 2020-2021 Annual Docket of Comprehensive Plan Amendments: Housing Element Update - Affordable Housing

Carol Helland, Director of Planning and Community Development, introduced this item, and Beverly Mesa-Zendt, Deputy Planning Director, provided a presentation and responded to Councilmember inquiries.

- C. AM No. 21-110: 2020-2021 Annual Docket of Comprehensive Plan Amendments: Education Hill Land Use Designation and Text Amendments

Carol Helland, Director of Planning and Community Development, introduced this item, and Beverly Mesa-Zendt, Deputy Planning Director, provided a presentation and responded to Councilmember inquiries.

MOTION: Councilmember Padhye moved to amend the agenda to discuss New Business as the next item. The motion was seconded by Councilmember Carson.

VOTE: The motion passed (6-0).

**NEW BUSINESS**

- A. AM No. 21-114: Authorization of Six Additional Employee Positions to Assist with the Surge in Development Services Activities and Approval of the Associated Budget Adjustment

1. Ordinance No. 3042: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance No. 3026 by Making Adjustments to the City's 2021 2022 Biennial Budget, in Exhibit 1

Carol Helland, Director of Planning and Community Development, and Jason Lynch, Assistant Director of Development Services, provided a presentation and responded to Councilmember inquiries.

MOTION: Councilmember Padhye moved to approve AM No. 21-114. The motion was seconded by Councilmember Carson.

VOTE: The motion passed (6-0).

MOTION: Councilmember Kritzer moved to extend the meeting for 20 minutes. The motion was seconded by Councilmember Padhye.

VOTE: The motion passed (6-0).

#### STAFF REPORT

D. AM No. 21-111: 2021-2022 Annual Docket of Comprehensive Plan Amendments: Planning Commission Findings and Recommendations

Carol Helland, Director of Planning and Community Development, introduced this item, and Glenn Coil, Senior Planner, provided a presentation and responded to Councilmember inquiries.

E. AM No. 21-112: Draft General Sewer Plan Update Staff Report

This item was moved to the Planning and Public Works Committee of the Whole meeting on August 10, 2021.

#### OMBUDSPERSON REPORT

Councilmember Fields reported receiving resident contacts regarding: senior center; silver cloud hotel outreach; body cameras; and filling planning department positions.

#### **ADJOURNMENT**

The regular meeting adjourned at 10:50 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: August 17, 2021*

**CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Special Meeting of the Redmond City Council was called to order by Council President Tanika Padhye at 4:00 p.m. The meeting was held both in person and remotely. Council members present and establishing a quorum were: Anderson, Fields, Forsythe, Khan, Kritzer and Padhye.

Councilmember Carson was absent from the meeting.

The purpose of the special meeting was to hold the Audit Entrance Conference.

Wendy Choi, Stacey Chen and Haji Adams, from the State Auditor's Office, spoke regarding:

- Accountability audit;
- Financial statement audit;
- Federal grant compliance audit;
- Major programs selected for audit;
- Levels of reporting;
- Online audit access;
- Confidentiality;
- Audit costs;
- Dispute process;
- Loss reporting;
- Peer review of the State Auditor's Office;
- Available resources;

General discussion ensued regarding lodging tax; federal funding; use of restricted funding; and the audit exit conference.

**ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 4:23 p.m.

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

\_\_\_\_\_  
CITY CLERK

*Minutes Approved: August 17, 2021*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** SPC 21-072  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 7/1 - 7/15/2021  
Check Date: 07/23/2021

Check Total:	\$	45,109.95
Direct Deposit Total:	\$	2,146,846.79
Wires & Electronic Funds Transfers:	\$	1,368,850.96
Grand Total:	\$	<u>3,560,807.70</u>

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 **186757** through **186779** ,  
Direct deposits number **11645** through **117149** , and  
Electronic Fund transfe **1337** through **1341**  
are approved for payment in the amount of **\$3,560,807.70**  
on this **20 day of July 2021**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 7/1 - 7/15/2021  
Check Date: 07/23/2021

Total Checks and Direct deposit:	\$	3,153,990.61
Wire Wilmington Trust RICS (MEBT):	\$	406,817.09
Grand Total:	\$	<u>3,560,807.70</u>

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

DocuSigned by:  
*Kristy Hulmerson*  
CA3C97087A544C6...

Human Resources Director, City of Redmond  
Redmond, Washington

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**City of Redmond**  
**Payroll Check Approval Register**  
 Pay period: 7/01 - 7/31/2021  
 Check Date: 7/30/2021

**City of Redmond**  
**Payroll Final Check List**  
 Pay period: 7/01 - 7/31/2021  
 Check Date: 7/30/2021

Check Total:	\$	-
Direct Deposit Total:	\$	8,246.90
Wires & Electronic Funds Transfers:	\$	2,187.53
Grand Total:	<u>\$</u>	<u>10,434.43</u>

Total Checks and Direct deposit:	\$	8,735.60
Wire Wilmington Trust RICS (MEBT):	\$	1,698.83
Grand Total:	<u>\$</u>	<u>10,434.43</u>

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.

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

All Checks numbered \_\_\_\_\_ through \_\_\_\_\_ ,  
 Direct deposits numbered **117150** through **117157** , and  
 Electronic Fund transfers **1342** through **1342**  
 are approved for payment in the amount of **\$10,434.43**  
 on this **17 day of August 2021**.

DocuSigned by:  
  
7C0092BCC9C549B

Human Resources Director, City of Redmond  
 Redmond, Washington

**Note:**

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City of Redmond  
Payroll Check Approval Register  
Pay period: 7/16 - 7/31/2021  
Check Date: 08/10/2021

City of Redmond  
Payroll Final Check List  
Pay period: 7/16 - 7/31/2021  
Check Date: 08/10/2021

Check Total:	\$	46,859.99
Direct Deposit Total:	\$	2,129,733.79
Wires & Electronic Funds Transfers:	\$	1,347,711.24
Grand Total:	\$	<u>3,524,305.02</u>

Total Checks and Direct deposit:	\$	3,130,195.27
Wire Wilmington Trust RICS (MEBT):	\$	394,109.75
Grand Total:	\$	<u>3,524,305.02</u>

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.

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

All Checks numbered **186783** through **186798** ,  
Direct deposits numbered **117158** through **117868** , and  
Electronic Fund transfers **1343** through **1347**  
are approved for payment in the amount of **\$3,524,305.02**  
on this **17 day of August 2021**.

DocuSigned by:

*Cathryn Laird*  
7C0092BC9C549B

Human Resources Director, City of Redmond  
Redmond, Washington

**Note:**  
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I, the Finance Director, do hereby certify to the City Council, that the checks for the months of July and August 2021 are true and correct to the best of my knowledge.

*Chip Corder*

\_\_\_\_\_  
Chip Corder, 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 434177 through 434632, 6224, 6225 and Wire Transfers are approved for payment in the amount of \$8,285,143.21

This 17th day of August 2021.

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\_\_\_\_\_  
  
\_\_\_\_\_



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-115  
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
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DEPARTMENT STAFF:

Planning and Community Development	Don Cairns, PE	Transportation Planning & Engineering Manager
Planning and Community Development	Josh Mueller	Senior Transportation Technician

TITLE:  
Approval of On-Call Consultant Contracts for Transportation Planning and Engineering

OVERVIEW STATEMENT:

The City of Redmond has been using transportation planning & engineering on-call consultant and vendor services to expand the capability of Redmond staff and accelerate delivery of transportation planning and engineering services to the community since 2009. The primary focus of the consultants has been to augment staff's efforts to advance transportation projects to construction. The use of on-call agreements has also proven effective and efficient in responding to a variety of unexpected needs such as new development proposals and new opportunities for project funding.

Each of these on-call contracts will be for a period of two (2) years with an option to be extended for an additional two (2) years. Each contract has a maximum allowable contract value, but this Council Action does not authorize any spending.

Every task order under these contracts must be funded through an already Council authorized project or program. Examples include: CIP projects, studies funded through the budget process, and funds in the operating budget for pedestrian and bicycle improvements.

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 Transportation Planning & Engineering division currently maintains a roster of six (6) transportation planning & engineering firms and one (1) traffic data gathering and analysis firm under contract for ongoing services; this proposal is to update the roster.
- Firms are used for small-scale tasks like conceptual design, project cost estimates, traffic counts and studies, traffic model runs, and data analyses.

**OUTCOMES:**

Facilitates the execution of contracts up to the designated amount with the firms identified through the roster update process.

Supports advancement of projects and planning work in a timely manner and response to the need for specialty items for delivery of City projects and programs given limitations on both current staffing workload and staff expertise.

**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:**

\$0. This action does not authorize any spending. It creates a contract vehicle for Council authorized spending that has been previously approved.

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

**Budget Offer Number:**

000343 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):**

Funds for specific task orders will be taken from the appropriate fund, that has already been approved by Council, i.e., Neighborhood Traffic Calming, the pedestrian/bike program, Development Services, CIP projects, or other funding sources.

**Budget/Funding Constraints:**

On-call consultant contracts specify that no work is guaranteed to a consultant and they provide clear limitations on contract funding amounts that cannot be exceeded. Funding is encumbered only when a need arises.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
8/10/2021	Committee of the Whole	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The existing contracts expire on August 31, 2021, and firms need to be under contract to avoid delays to upcoming and ongoing projects and studies.

**ANTICIPATED RESULT IF NOT APPROVED:**

Given existing and anticipated demands on transportation engineering staff, this action could adversely impact the City's ability to advance projects and planning work on a timely basis.

**ATTACHMENTS:**

Attachment A: Additional Background Information/Description of Proposal  
Attachment B: Draft Contracts



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-115  
**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	Don Cairns, PE	Transportation Planning & Engineering Manager
Planning and Community Development	Josh Mueller	Senior Transportation Technician

**TITLE:**  
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**OVERVIEW STATEMENT:**

The City of Redmond has been using transportation planning & engineering on-call consultant and vendor services to expand the capability of Redmond staff and accelerate delivery of transportation planning and engineering services to the community since 2009. The primary focus of the consultants has been to augment staff's efforts to advance transportation projects to construction. The use of on-call agreements has also proven effective and efficient in responding to a variety of unexpected needs such as new development proposals and new opportunities for project funding.

Each of these on-call contracts will be for a period of two (2) years with an option to be extended for an additional two (2) years. Each contract has a maximum allowable contract value, but this Council Action does not authorize any spending.

Every task order under these contracts must be funded through an already Council authorized project or program. Examples include: CIP projects, studies funded through the budget process, and funds in the operating budget for pedestrian and bicycle improvements.

**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 Transportation Planning & Engineering division currently maintains a roster of six (6) transportation planning & engineering firms and one (1) traffic data gathering and analysis firm under contract for ongoing services; this proposal is to update the roster.
- Firms are used for small-scale tasks like conceptual design, project cost estimates, traffic counts and studies, traffic model runs, and data analyses.

**OUTCOMES:**

Facilitates the execution of contracts up to the designated amount with the firms identified through the roster update process.

Supports advancement of projects and planning work in a timely manner and response to the need for specialty items for delivery of City projects and programs given limitations on both current staffing workload and staff expertise.

**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:**

\$0. This action does not authorize any spending. It creates a contract vehicle for Council authorized spending that has been previously approved.

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

**Budget Offer Number:**

000343 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):**

Funds for specific task orders will be taken from the appropriate fund, that has already been approved by Council, i.e., Neighborhood Traffic Calming, the pedestrian/bike program, Development Services, CIP projects, or other funding sources.

**Budget/Funding Constraints:**

On-call consultant contracts specify that no work is guaranteed to a consultant and they provide clear limitations on contract funding amounts that cannot be exceeded. Funding is encumbered only when a need arises.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
8/10/2021	Committee of the Whole	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The existing contracts expire on August 31, 2021, and firms need to be under contract to avoid delays to upcoming and ongoing projects and studies.

**ANTICIPATED RESULT IF NOT APPROVED:**

Given existing and anticipated demands on transportation engineering staff, this action could adversely impact the City's ability to advance projects and planning work on a timely basis.

**ATTACHMENTS:**

Attachment A: Additional Background Information/Description of Proposal  
Attachment B: Draft Contracts



## **Attachment A: Additional Background Information/Description of Proposal**

City staff uses on-call consultants in several disciplines to supplement the capabilities of Redmond staff. This work includes bicycle facilities design & analysis, traffic engineering studies, traffic modeling, transit planning & design, transportation engineering, and traffic counts data & gathering. The Transportation Planning & Engineering Division currently administers six (6) transportation planning & engineering consultant on-call service contracts and one (1) traffic data gathering and analysis consultant on-call contract. Each contract is purposefully written with a broad scope of work since project needs may vary and staff want to retain flexibility in responding to the needs of the community. The work will be conducted using “task orders” for specific scopes of work. Funding for specific task orders will be taken from the appropriate project or department budget account. These short-term contracts are for not-to-exceed amounts noted in the contract. Staff anticipates using these contracts to support numerous upcoming program and project needs within the Planning department and Traffic Operations division. Examples are Transportation Master Plan Update, Urban Street Design Standards, CIP project design and construction support, Neighborhood Traffic Calming Program, bike facility planning and design, channelization design, pavement evaluation, illumination design, ITS design and documentation, transit operations improvements, curb ramp/accessibility design, transportation modeling and analysis, feasibility studies and engineering plans, specification and cost estimates (PS&E) preparation.

### **Consultant Selection Process**

Solicitation via the Shared Procurement Portal, extending a Request for Qualifications (RFQ) for transportation planning & engineering services and an Inquiry for Bid (IFB) for traffic data gathering and analysis on-call services was posted on June 4, 2021. Firms were then selected using the MRSC Roster (in close coordination with Purchasing staff). Consultant qualifications were then be reviewed and rated by staff to select the most qualified firm(s) to provide consulting services for the disciplines outlined in the provided Scope of Work in the RFQ and IFB. Six (6) firms for transportation planning & engineering support and one (1) traffic gathering & analysis consultant were selected with an anticipated maximum dollar amount of \$200,000 proposed for the six (6) planning & engineering support contracts and a bid submittal proposal for the one (1) traffic data gathering and analysis contract.

After selection, negotiations to determined fair and reasonable consultant rates for the work, using the City’s consultant fee negotiation guidelines worksheets. The general scopes and consultant rates will then be incorporated into standard Consultant Agreements.

**Attachment B: Draft Contracts**

<b>Discipline</b>	<b>Attached Contracts</b>
Transportation Planning and Engineering Services	2A Fehr & Peers Inc.
Transportation Planning and Engineering Services	2B HNTB Corporation
Transportation Planning and Engineering Services	2C KPG
Transportation Planning and Engineering Services	2D Parametrix Inc.
Transportation Planning and Engineering Services	Perteet Inc.
Transportation Planning and Engineering Services	Toole Design Group LLC
Traffic Data Gathering and Analysis	IDAX Data Solutions

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

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<del><a href="#">Exhibit B</a></del>	<del>DBE Participation</del>
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<del><a href="#">Exhibit H</a></del>	<del>Liability Insurance Increase</del>
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures
<a href="#">Exhibit K</a>	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, 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 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.

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](http://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: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name:  
 Agency:  
 Address:  
 City: State: Zip:  
 Email:  
 Phone:  
 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](http://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 be 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 car 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 contract. 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.

Agreement Number:



## 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 tier, 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:

Agency:

Address:

City:                      State:              Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, 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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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, scribbles, 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.*



Project No.

See Exhibit A-1, attached

## Exhibit A-1 Scope of Work

### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT /CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the “task order request,” the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **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: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD



**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

Exhibit D-1  
Consultant Fee Determination

Project: City of Redmond Transportation Planning and Engineering On-Call Services  
Consultant : Fehr & Peers

Job Classifications	DSC	Overhead	Fee (profit)	Total hourly rate
	189.31%	27%		

Job Classifications	DSC	Overhead	Fee (profit)	Total hourly rate
	189.31%	27%		
Associate I	\$ 50.96	\$ 96.48	\$ 13.76	\$ 161.20
Associate II	\$ 54.81	\$ 103.76	\$ 14.80	\$ 173.36
Engineer/Planner I	\$ 34.62	\$ 65.53	\$ 9.35	\$ 109.49
Engineer/Planner II	\$ 35.34	\$ 66.90	\$ 9.54	\$ 111.77
Engineer/Planner III	\$ 37.02	\$ 70.08	\$ 10.00	\$ 117.10
Intern	\$ 27.00	\$ 51.11	\$ 7.29	\$ 85.40
Principal I	\$ 68.27	\$ 129.24	\$ 18.43	\$ 215.94
Principal II	\$ 88.94	\$ 168.38	\$ 24.01	\$ 281.33
Principal III	\$ 106.73	\$ 202.05	\$ 28.82	\$ 337.60
Senior Associate I	\$ 60.58	\$ 114.68	\$ 16.36	\$ 191.61
Senior Associate II	\$ 63.94	\$ 121.05	\$ 17.26	\$ 202.26
Senior Engineer/Planner I	\$ 38.46	\$ 72.81	\$ 10.38	\$ 121.66
Senior Engineer/Planner II	\$ 44.23	\$ 83.73	\$ 11.94	\$ 139.91
Senior Engineer/Planner III	\$ 46.15	\$ 87.37	\$ 12.46	\$ 145.99
Senior Engineering Technician	\$ 39.42	\$ 74.63	\$ 10.64	\$ 124.70
Sr Business Services Administrator II	\$ 34.62	\$ 65.54	\$ 9.35	\$ 109.51
Sr Business Services Administrator II	\$ 35.10	\$ 66.44	\$ 9.48	\$ 111.01
Sr Business Services Administrator III	\$ 45.00	\$ 85.19	\$ 12.15	\$ 142.34



**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](http://www.wsdot.wa.gov)

June 15, 2021

Fehr & Peers  
100 Pringle Avenue, Suite 600  
Walnut Creek, CA 94596

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Lysa Wollard:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 189.31% of direct labor based on the “Independent CPA Report,” prepared by D.L. Purvine, CPA, PLLC. 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) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in black ink, appearing to read 'Erik K. Jonson', written in a cursive style.

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**Sub-consultant Cost Computations**

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There isn't any sub-consultant participation 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.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## 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, *(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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.

# **Exhibit F - Title VI Assurances Appendix A & E**

## 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**

## **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- 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

\_\_\_\_\_ whose address is

\_\_\_\_\_ 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 \_\_\_\_\_

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.

\_\_\_\_\_  
Consultant (Firm Name)



\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date



**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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 \_\_\_\_\_

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.

\_\_\_\_\_  
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.

---

Consultant (Firm Name)




---

Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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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.

## Consultant Claim Procedures

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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 meet 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 is 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

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<del><a href="#">Exhibit B</a></del>	<del>DBE Participation</del>
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<del><a href="#">Exhibit H</a></del>	<del>Liability Insurance Increase</del>
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures
<a href="#">Exhibit K</a>	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, 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 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.

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](http://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: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Don Sims  
 Agency: HNTB Corporation  
 Address: 600 108th Ave NE, Suite 900  
 City: Bellevue State: WA Zip: 98004  
 Email: [jdsims@hntb.com](mailto:jdsims@hntb.com)  
 Phone: (425)450-2719  
 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](http://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 be 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 car 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 contract. 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.

Agreement Number:

## 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 tier, 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.



### **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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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, scribbles, 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.*

Project No.

See Exhibit A-1, attached

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning





## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

## **Task Order Administration:**

### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **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: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**Exhibit D-1****Consultant Fee Determination**

Project Name: Transportation Planning and Engineering On-Call Services

Project Number:

Consultant: HNTB Corporation

Dated:

**NEGOTIATED HOURLY RATES**

<b>HNTB Corporation Job Classification</b>	<b>Direct Salary Costs (DSC)</b>	<b>Overhead 138.34%</b>	<b>Fee (Profit) 30%</b>	<b>Total Hourly Rate</b>
Engineer I	\$ 52.30	\$ 72.35	\$ 15.69	\$ 140.34
Engineer II	\$ 58.62	\$ 81.09	\$ 17.59	\$ 157.30
Engineer III	\$ 68.47	\$ 94.72	\$ 20.54	\$ 183.73
Intern College Technical	\$ 30.14	\$ 41.70	\$ 9.04	\$ 80.88
Intern Engineer	\$ 30.58	\$ 42.30	\$ 9.17	\$ 82.06
Project Engineer	\$ 78.84	\$ 109.07	\$ 23.65	\$ 211.56
Sr. Project Engineer	\$ 90.66	\$ 125.42	\$ 27.20	\$ 243.28
Group Director - Engineering (PM for Project)	\$ 151.48	\$ 209.56	\$ 45.44	\$ 406.48
Sr Doc Controls Analyst/Team Leader	\$ 76.69	\$ 106.09	\$ 23.01	\$ 205.79
Sr Transportation Planner	\$ 90.66	\$ 125.42	\$ 27.20	\$ 243.28
Project Finance Assistant I	\$ 34.63	\$ 47.91	\$ 10.39	\$ 92.93
Project Analyst	\$ 52.30	\$ 72.35	\$ 15.69	\$ 140.34
Sr Project Analyst	\$ 68.47	\$ 94.72	\$ 20.54	\$ 183.73
Project Manager I - Engineering	\$ 90.66	\$ 125.42	\$ 27.20	\$ 243.28
Project Manager II - Engineering	\$ 104.27	\$ 144.25	\$ 31.28	\$ 279.80
Technician II	\$ 46.76	\$ 64.69	\$ 14.03	\$ 125.48
Technician III	\$ 58.38	\$ 80.76	\$ 17.51	\$ 156.66
Office Business Manager II	\$ 96.86	\$ 134.00	\$ 29.06	\$ 259.91
Program Manager	\$ 168.99	\$ 233.78	\$ 50.70	\$ 453.47
Sr GIS Analyst	\$ 58.04	\$ 80.29	\$ 17.41	\$ 155.74
Project Director	\$ 168.99	\$ 233.78	\$ 50.70	\$ 453.47
UDLA III	\$ 57.19	\$ 79.12	\$ 17.16	\$ 153.46
GIS Team Leader	\$ 68.70	\$ 95.04	\$ 20.61	\$ 184.35



# **Exhibit E**

## **Sub-consultant Cost Computations**

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There isn't any sub-consultant participation 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.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## 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, *(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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.

# **Exhibit F - Title VI Assurances Appendix A & E**

## 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**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- 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

\_\_\_\_\_ whose address is

\_\_\_\_\_ 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 \_\_\_\_\_

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.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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 \_\_\_\_\_

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.

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Consultant (Firm Name)

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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.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date



## ***Alleged Consultant Design Error Procedures***

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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.

## Consultant Claim Procedures

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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 meet 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 is 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

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>KPG</b>	
Address <b>3131 Elliott Ave., Suite 400, Seattle, WA 98121</b>	Federal Aid Number
UBI Number <b>601-248-468</b>	Federal TIN <b>91-1477622</b>
Execution Date <b>September 1, 2021</b>	Completion Date <b>August 31, 2023</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title <b>Transportation Planning and Engineering On-Call Services</b>	
Description of Work This project will be a non-exclusive continuing services contract to assist the City of Redmond with general planning and engineering-related services. Work will be conducted through task orders for specific project items.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$200,000	

## Index of Exhibits

Exhibit A	Scope of Work
<del>Exhibit B</del>	<del>DBE Participation</del>
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
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures
Exhibit K	Option for Renewal

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 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.

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](http://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: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Sessyle Asato  
 Agency: KPG, P.S.  
 Address: 3131 Elliott Ave., Suite 400  
 City: Seattle State: WA Zip: 98121  
 Email: [sessyle@kpg.com](mailto:sessyle@kpg.com)  
 Phone: 206-286-1640  
 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](http://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 be 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 car 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 contract. 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.

Agreement Number:

## 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 tier, 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: Josh Mueller  
 Agency: City of Redmond  
 Address: PO Box 97010  
 City: Redmond State: WA Zip: 98052  
 Email: jmueller@redmond.gov  
 Phone: 425-556-2461  
 Facsimile: NA

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 part, 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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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, scribbles, 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.*

See Exhibit A-1, attached

Project No.

## Exhibit A- I

## Scope of Work

## Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

## A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

## B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

*Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

*Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

*Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

*Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## Transportation Engineering

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### Task Order Administration:

#### A. Period of Performance and Contract Value

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### B. Consultant Resources and Time

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/CONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### C. Task Order Process

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to be identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



## **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: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint



D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**KPG, PS**  
**Summary of Negotiated Costs**  
**Effective January 1, 2021 through December 31, 2021**

Classification	2021 Inclusive Rate (Rounded to \$1)
Principal	262
Engineering Manager	235
Senior Engineer	194
Sr. Project Engineer	171
Project Engineer II	146
Project Engineer I	133
Design Engineer	121
Engineering Technician	100
Technician	96
Engineering Assistant	86
Principal Architect	224
Aviation Manager	175
Senior Architect	158
Architecture Technician II	121
Architecture Technician I	95
Survey Manager	235
Survey Crew II (W/Equip)	228
Survey Crew I (W/Equip)	178
Project Surveyor	148
Senior Field Surveyor	123
Field Surveyor	111
Senior Survey Technician	122
Survey Technician	100
Survey Assistant	80
Urban Design Manager	186
Project Landscape Architect	135
Landscape Technician	95
Landscape Assistant	77
Senior Transportation Planner	159
Transportation Planner	104
Senior Construction Manager	224
Construction Manager	179
Senior Resident Engineer	148
Resident Engineer	130
Assistant Resident Engineer	117
Senior Construction Observer	148
Construction Observer III	134
Construction Observer II	118
Construction Observer I	95
Construction Technician	86
Document Control Specialist	117
Document Control Admin	79
Construction Assistant	71
CAD Manager	169
Senior CAD Technician	128
CAD Technician	107
Business Manager	167
Senior Admin	107
Office Admin	92
Office Assistant	77
Subs billed at cost plus 5%.	
Subs billed at cost plus 5%.	
Reimbursables billed at actual costs.	
Mileage billed at the current approved IRS mileage rate.	

***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation 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.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

## **Exhibit F - Title VI Assurances Appendix A & E**

### **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, (*Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 (*Title of Modal Operating 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 (*Title of Modal Operating 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 (*Title of Modal Operating 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 (*Title of Modal Operating 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.

## **Exhibit F - Title VI Assurances Appendix A & E**

### 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**  
**Certification Document**

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- 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  
KPG, P.S.

whose address is

3131 Elliott Ave., Suite 400 Seattle, WA 98121

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Redmond

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.

**KPG, P.S.**

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of** City of Redmond

I hereby certify that I am the:

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 statutes 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.

**KPG, P.S.**

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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.

**KPG, P.S.**

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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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.

## **Consultant Claim Procedures**

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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 meet 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 is 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

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

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

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, 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 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.

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](http://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: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Austin R. Fisher, P.E.  
 Agency: Parametrix, Inc.  
 Address: 1019 39th Ave SE, Suite 100  
 City: Puyallup State:WA Zip: 98374  
 Email: [afisher@parametrix.com](mailto:afisher@parametrix.com)  
 Phone: 253-604-6747  
 Facsimile: 855-542-6353

#### 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](http://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 be 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 contract. 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.

Agreement Number:



## 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 tier, 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.



### **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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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, scribbles, 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.*



See Exhibit A-1, attached

Project No.

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT /CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **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: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD



**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**Exhibit D-1**  
**Hourly Rate of Pay**  
**Parametrix Rate Schedule**

Position Classification	Not to Exceed			Max Rate Per Hour
	Direct Salary Rate	ICR 175.31%	Profit 27.00%	
Administrative Assistant	22.55	39.53	6.09	68.17
Business Analyst	34.95	61.27	9.44	105.66
Business Manager	55.75	97.74	15.05	168.54
CADD Operator I	29.71	52.08	8.02	89.82
CADD Operator II	26.84	47.05	7.25	81.14
CADD Operator III	43.42	76.12	11.72	131.26
Chief Operating Officer	122.43	214.63	33.06	370.12
Communications Specialist	32.63	57.20	8.81	98.64
Construction Manager I	70.00	122.72	18.90	211.62
Construction Manager II	51.83	90.86	13.99	156.69
Cultural Resources Specialist II	27.38	48.00	7.39	82.77
Cultural Resources Specialist III	30.00	52.59	8.10	90.69
Cultural Resources Specialist IV	35.96	63.04	9.71	108.71
Designer I	27.87	48.86	7.52	84.25
Designer II	37.11	65.06	10.02	112.19
Designer III	41.67	73.05	11.25	125.97
Designer IV	53.46	93.72	14.43	161.61
Director of Risk Management	109.00	191.09	29.43	329.52
EP&C Division Manager	64.62	113.29	17.45	195.35
Electrical Designer II	43.91	76.98	11.86	132.74
Electrical Designer III	43.37	76.03	11.71	131.11
Electrical Designer IV	53.59	93.95	14.47	162.01
Electrical Engineer I	30.00	52.59	8.10	90.69
Electrical Engineer III	45.50	79.77	12.29	137.55
Electrical Engineer IV	62.99	110.43	17.01	190.43
Engineer I	34.52	60.52	9.32	104.36
Engineer II	38.50	67.49	10.40	116.39
Engineer III	47.08	82.54	12.71	142.33
Engineer IV	58.40	102.38	15.77	176.55
Environmental Technician I	18.00	31.56	4.86	54.42
Environmental Technician III	32.24	56.52	8.70	97.46
Finance/Accounting Supervisor	45.29	79.40	12.23	136.92
GIS Technician	28.62	50.17	7.73	86.52
Hydrogeologist III	43.78	76.75	11.82	132.35
Hydrogeologist IV	45.00	78.89	12.15	136.04
IT Manager	73.70	129.20	19.90	222.80
Inspector	39.08	68.51	10.55	118.14
Junior Designer	23.26	40.78	6.28	70.32
Junior Engineer	24.00	42.07	6.48	72.55
Junior Planner	22.00	38.57	5.94	66.51
Marketing Assistant	26.50	46.46	7.16	80.11
Marketing Coordinator	34.13	59.83	9.22	103.18
Office Administrator	28.86	50.59	7.79	87.25
Operations Manager	101.77	178.41	27.48	307.66
Owner's Representative	96.85	169.79	26.15	292.79
Planner I	32.60	57.15	8.80	98.55
Planner II	37.17	65.16	10.04	112.37
Planner III	47.19	82.73	12.74	142.66
Planner IV	55.51	97.31	14.99	167.81
Principal Consultant	250.00	438.28	67.50	755.78
Programmer II	26.83	47.04	7.24	81.11

Project Accountant	34.81	61.03	9.40	105.23
Project Controls Specialist	40.56	71.11	10.95	122.62
Project Coordinator	29.80	52.24	8.05	90.09
Project Delivery Officer	80.00	140.25	21.60	241.85
Publications Specialist II	29.97	52.54	8.09	90.60
Publications Supervisor	44.15	77.40	11.92	133.47
Regional Division Manager	99.93	175.19	26.98	302.10
Resident Engineer	60.59	106.22	16.36	183.17
Scientist I	30.43	53.35	8.22	91.99
Scientist II	38.03	66.67	10.27	114.97
Scientist III	46.10	80.82	12.45	139.36
Scientist IV	51.01	89.43	13.77	154.21
Senior Administrative Assistant	26.26	46.04	7.09	79.39
Senior Construction Manager	90.00	157.78	24.30	272.08
Senior Consultant	315.00	552.23	85.05	952.28
Senior Contract Administrator	48.43	84.90	13.08	146.41
Senior Cultural Resources Specialist	50.00	87.66	13.50	151.16
Senior Designer	61.84	108.41	16.70	186.95
Senior Electrical Designer	64.15	112.46	17.32	193.93
Senior Electrical Engineer	79.38	139.16	21.43	239.97
Senior Engineer	95.00	166.54	25.65	287.19
Senior GIS Analyst	39.42	69.11	10.64	119.17
Senior Graphic Designer	44.17	77.43	11.93	133.53
Senior Hydrogeologist	67.49	118.32	18.22	204.03
Senior Marketing Coordinator	49.68	87.09	13.41	150.19
Senior Planner	90.00	157.78	24.30	272.08
Senior Project Accountant	41.41	72.60	11.18	125.19
Senior Project Controls Specialist	49.61	86.97	13.39	149.98
Senior Project Coordinator	33.03	57.90	8.92	99.85
Senior Scientist	75.00	131.48	20.25	226.73
Senior Surveyor	60.00	105.19	16.20	181.39
Senior Systems Administrator	57.81	101.35	15.61	174.77
Senior Technical Editor	50.00	87.66	13.50	151.16
Senior Vice President	145.10	254.37	39.18	438.65
Surveying Supervisor	72.12	126.43	19.47	218.03
Surveyor I	28.00	49.09	7.56	84.65
Surveyor II	38.37	67.27	10.36	116.00
Surveyor III	47.00	82.40	12.69	142.09
Technical Aide	27.63	48.44	7.46	83.53
Technical Editor	32.33	56.68	8.73	97.74
Technical Lead	40.58	71.14	10.96	122.68
Vice President	104.23	182.73	28.14	315.10
Water Solutions Division Manager	76.54	134.18	20.67	231.39

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit D-1 without prior written consent of the City.

***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation 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.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agree to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## 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, *(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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.

# **Exhibit F - Title VI Assurances Appendix A & E**

## 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**

## **Certification Document**

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- 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

\_\_\_\_\_ whose address is

\_\_\_\_\_ 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 \_\_\_\_\_

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.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date



**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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 \_\_\_\_\_

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.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

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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.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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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.

## Consultant Claim Procedures

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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 meet 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 is 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

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<del><a href="#">Exhibit B</a></del>	<del>DBE Participation</del>
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<del><a href="#">Exhibit H</a></del>	<del>Liability Insurance Increase</del>
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures
<a href="#">Exhibit K</a>	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, 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 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.

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](http://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: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Gina Parenteau  
 Agency: Perteet, Inc.  
 Address: 2707 Colby Avenue, Suite 900  
 City: Everett State: WA Zip: 98201  
 Email: [gina.parenteau@perteet.com](mailto:gina.parenteau@perteet.com)  
 Phone: (425)252-7700  
 Facsimile: (425)339-6018

#### **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](http://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 be 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 contract. 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.

Agreement Number:

## 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 tier, 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:

Agency:

Address:

City:                                      State:                      Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, 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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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, scribbles, 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.*

See Exhibit A-1, attached

Project No.

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning





## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **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: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

## Exhibit "D"

Perteet, Inc.  
 2707 Colby Avenue, Suite 900  
 Everett, WA 98201  
 Negotiated Hourly Rate Sheet  
 City of Redmond - Transportation Planning & Engineering On-Call Services

Job Classification	Overhead:		Fixed Fee:	
	Direct Labor (DL)	Overhead % (OH x DL)	Fixed Fee % (Fee x DL)	All Inclusive Hourly Billing
Principal	97.19	190.96	27.07	315.22
Sr. Associate	82.50	162.10	22.98	267.57
Sr. Engineer/Manager	70.00	137.54	19.50	227.03
Lead Engineer/Manager	60.00	117.89	16.71	194.60
Cultural Resources Manager	54.00	106.10	15.04	175.14
Cultural Resource Specialist	35.70	70.14	9.94	115.79
Lead Ecologist	47.00	92.35	13.09	152.44
Project Engineer/Engineer 3	41.00	80.56	11.42	132.98
Engineer 2	38.00	74.66	10.58	123.25
Engineer 1	35.00	68.77	9.75	113.52
Lead Planner	44.50	87.43	12.39	144.33
Planner 3	44.00	86.45	12.25	142.71
Planner 2	43.00	84.49	11.98	139.46
Planner 1	30.50	59.93	8.49	98.92
Lead Tech/Designer	52.00	102.17	14.48	168.65
Technician 3	36.00	70.73	10.03	116.76
Technician 2	25.00	49.12	6.96	81.08
Technician 1	24.15	47.45	6.73	78.33
Sr. Construction Technician	42.50	83.50	11.84	137.84
Construction Tech 3	36.00	70.73	10.03	116.76
Construction Tech 2	35.00	68.77	9.75	113.52
Construction Tech 1	28.00	55.01	7.80	90.81
Construction Engineer 3	48.00	94.31	13.37	155.68
Construction Engineer 2	35.00	68.77	9.75	113.52
Construction Engineer 1	32.50	63.86	9.05	105.41
Sr. Construction Observer	55.00	108.06	15.32	178.38
Construction Observer 3	48.54	95.37	13.52	157.43
Construction Observer 2	35.00	68.77	9.75	113.52
Construction Observer 1	25.00	49.12	6.96	81.08
Electrical Construction Observer	56.00	110.03	15.60	181.62
Sr. Construction Manager	58.00	113.96	16.15	188.11
Construction Manager	50.00	98.24	13.93	162.17
Construction Engineering Manager	64.00	125.75	17.82	207.57
Construction Supervisor	84.00	165.04	23.39	272.44
Network Specialist	34.00	66.80	9.47	110.27
Controller	55.00	108.06	15.32	178.38
Contract Administrator	63.22	124.21	17.61	205.04
Accountant	43.50	85.47	12.11	141.08
Administration/Clerical	30.00	58.94	8.36	97.30
Marketing Manager	55.00	108.06	15.32	178.38
Marketing Coordinator	37.00	72.70	10.30	120.00

Direct (Non-Salary) Reimbursable Expenses

GIS/Traffic Modeling	\$15 per hr.
Color Copies	\$.80 ea.
Mileage	@ current federal rate
Authorized Subconsultants	At Cost

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.



**Sub-consultant Cost Computations**

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There isn't any sub-consultant participation 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.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## 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, *(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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.

# **Exhibit F - Title VI Assurances Appendix A & E**

## 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**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- 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

\_\_\_\_\_ whose address is

\_\_\_\_\_ 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 \_\_\_\_\_

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.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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 \_\_\_\_\_

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.

---

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.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date



## ***Alleged Consultant Design Error Procedures***

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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.

## Consultant Claim Procedures

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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 meet 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 is 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

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<del><a href="#">Exhibit B</a></del>	<del>DBE Participation</del>
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<del><a href="#">Exhibit H</a></del>	<del>Liability Insurance Increase</del>
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures
<a href="#">Exhibit K</a>	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, 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 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.

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](http://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: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name:  
 Agency:  
 Address:  
 City: State: Zip:  
 Email:  
 Phone:  
 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](http://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 be 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 car 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 contract. 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.

Agreement Number:

## 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 tier, 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.



### **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 AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s 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, scribbles, 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.*

See Exhibit A-1, attached

Project No.

## Exhibit A-1 Scope of Work

### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the “task order request,” the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **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: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint



D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**EXHIBIT D-1  
CONSULTANT FEE DETERMINATION**

Project Name: Transportation Planning and Engineering On-Call Consultant Services

Project Number: N/A

Consultant: Toole Design Group, LLC

Negotiated Hourly Rates

Revised 11/20/2018

<b>Classification</b>	<b>Direct Rate</b>	<b>Overhead 157.40</b>	<b>Fee (Profit) 27%</b>	<b>Fully Loaded Rate</b>
Principal in Charge	\$94.82	\$149.25	\$25.60	\$270
Engineering Lead	\$76.45	\$120.33	\$20.64	\$217
Senior Engineer	\$61.55	\$96.88	\$16.62	\$175
Project Engineer	\$54.02	\$85.03	\$14.59	\$154
Engineer II	\$42.00	\$66.11	\$11.34	\$119
Engineer	\$31.61	\$49.75	\$8.53	\$90
Planning Lead	\$72.80	\$114.59	\$19.66	\$207
Senior Planner	\$61.93	\$97.48	\$16.72	\$176.13
Project Planner	\$45.15	\$71.07	\$12.19	\$128.41
Planner II	\$38.59	\$60.74	\$10.42	\$109.75
Planner	\$31.80	\$50.05	\$8.59	\$90.44
Urban Designer	\$44.72	\$70.39	\$12.07	\$127.18
Landscape Architect	\$35.44	\$55.78	\$9.57	\$100.79
Designer	\$31.36	\$49.36	\$8.47	\$89.19
GIS Specialist	\$28.94	\$45.55	\$7.81	\$82.31

Notes – 1. Overhead rate changes annually  
 2. Escalation occurs on or about February 1, annually  
 3. Additional classifications may be added during the contract term

**Sub-consultant Cost Computations**

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There isn't any sub-consultant participation 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.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## 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, *(Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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 *(Title of Modal Operating 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.

# **Exhibit F - Title VI Assurances Appendix A & E**

## 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**

## **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- 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

\_\_\_\_\_ whose address is

\_\_\_\_\_ 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 \_\_\_\_\_

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.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

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 \_\_\_\_\_

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.

---

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.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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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.

## Consultant Claim Procedures

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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 meet 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 is 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

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





# Traffic Data Gathering and Analysis

Prepared by IDAX Data Solutions



## Proposal—Redmond—Traffic Data Gathering and Analysis

Dear Josh,

IDAX understands the importance of quality data and the effect that it has in shaping the communities around us. Since 2013, IDAX has built a reputation for providing top notch customer service, data transparency, quick study turnarounds, and doing whatever is necessary to get the job done professionally and correctly. We believe we possess everything necessary to successfully collect any and all data for the City of Redmond for this On-Call contract. These qualifications include:

### Data Collection Experience

Since 2013, IDAX has collected a wide range of traffic data including turning movements, pneumatic tube counts (volumes, speeds, classification, and gap), travel-time, origin-destination, ped/bike, parking, and curbside utilization data. With experienced project managers, a proprietary project management web-based application, and a large technician team based in Renton, we are optimally suited to handle each of the tasks outlined in the City of Redmond's scope.

### Customer Service

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City what they need and make the experience as seamless as possible for City staff.

### Redmond-Specific Experience

Since we've been under contract since 2015, IDAX has a strong familiarity with the Redmond community. Our experience working within the right-of-way provides us with an understanding of the network and travel patterns to work more efficiently throughout the City as we are privy to corridors that draw safety concerns, locations that cause continuous equipment malfunctions, and carry a great relationship with the staff of the City.

### Responsiveness

Depending on the number of requested locations, and given significant lead-time IDAX has the capability of deploying large scale studies, including up to a 40 TMC's and/or 50 Tube counters simultaneously. For jobs that do not require that level of volume, we can guarantee deployments within 48 hours of NTP, but generally are able to deploy within 24-hours. Upon completion of all studies, IDAX has the ability to turn completed data around within 48-hours and all jobs are invoiced immediately after data delivery.

IDAX is excited for the opportunity to submit this proposal to the City of Redmond for this On-Call Project. We believe that we have the resources, experience, equipment, and understanding to provide the City with complete, high-quality data for all of their unique project needs. On the following pages you will see our proposed costs, some brief approach and methodology information for the most common data requests from the City, a brief explanation on a unique value-add that would be included at no charge in this contract, as well as a few references.

If you have any questions or need any additional information on our qualifications or pricing, please feel free to contact us at any time.

Sincerely,



**Kyle Campbell** | Operations Manager

 IDAX DATA SOLUTIONS

[kyle.campbell@idaxdata.com](mailto:kyle.campbell@idaxdata.com)

(425) 213-7345

[www.idaxdata.com](http://www.idaxdata.com)



## Firm Profile

In an increasingly connected world, IDAX applies the most advanced techniques for transportation data acquisition and aggregation. We develop effective solutions for clients with existing and future mobility challenges such as traffic management, parking congestion, multimodal transportation operations, and intelligent transportation system management. We work with latent and advanced data feeds to provide customers with access to data, performance metrics, and reporting dashboards through cloud hosted solutions and applications. IDAX also works with clients, both public and private, to integrate data feeds into effective reporting solutions that help clients better understand their present and future transportation challenges.

IDAX was incorporated in 2013 and is led by a team of accomplished industry experts. Our team’s experience includes an eclectic group of individuals with experience in data acquisition, engineering and planning, data science, and software development. Our goal is to apply efficient and creative solutions to cost-consciously collect and organize data that can be utilized to help solve transportation challenges. IDAX uses the latest data acquisition technologies and partners with technology leaders to acquire data and deliver it accurately, economically, and in consumable formats. When working with data, we understand each client’s needs are different and will customize our approach to aggregation and integration of data based on the requirements of individual goals.



## IDAX Qualifications and Experience

IDAX employs the values of Innovation, Passion, Opportunity, and Transparency. We have worked with over 100 cities in the Western United States on similar contracts, and are dedicated to delivering high quality data and superb customer service. Our key qualifications for similar projects include:



### Flexible, Common-Sense Scoping

IDAX has years of experience scoping similar projects and has seen what works and what does not with regards to setting up and conducting studies. Our goal is to make the process as seamless and efficient as possible. We will use our expertise to help make the right decisions to ensure successful deliverables and high quality data.



### Multi-modal Video & Pneumatic Tube Collection Experience

IDAX has collected a wide range of multi-modal video observations and average daily traffic counts which include speed and classification data. With experienced project managers, a proprietary project management web based application, and a large technician team, we are optimally suited to handle large scale data collection needs.



### Travel Time/OD Collection Experience

By utilizing industry leading Bluetooth readers and GPS Probe Data sources, IDAX has the capability and experience to understand exactly how and where vehicles are navigating throughout our street networks. Depending on your data needs, IDAX will provide methods tailored to your project to help generate smarter and more effective data driven decision making.



### Traffic Safety

Partnering with safety analytics experts, IDAX has the ability to provide powerful resources to understand intersection safety in our communities. By utilizing analytics, our partners are able to determine near misses, speeding through intersections, red light running, and crash predictions.



### Data Warehousing

When your data is complete, organized, and easily accessible, it becomes a huge asset. We've developed a powerful yet easy-to-use data warehousing solution for clients who want to start implementing their long-term data strategy. Despite its simple name, a warehouse isn't just a database - it's a clean, orderly foundation on which data analytics can be built more effectively than ever before.

# Turning Movement Counts (Including Pedestrians & Bicycles)

Our team has a vast amount of experience with industry-leading equipment and the proper ways to deploy it in order to accurately collect Turning Movement Counts. We only utilize the highest quality video collection units and the best reduction techniques and partners to accurately record and process the data. Our cameras lead the industry for outdoor video collection for a variety of reasons including:

- All weather-proof devices
- Long battery life (up to one week)
- Camera elevation (up to 21 feet, minimizes camera blockage)
- All weather-proof devices
- Long battery life (up to one week)
- Camera position (up to 21 feet, minimizes camera blockage)
- Video storage capacity
- Open format video recording for easy file transfer.



Cameras for Turning Movement Counts are deployed by field crew teams of 2 technicians, for safety and efficiency. The technicians are responsible for taking copious notes for each deployment to ensure proper collection and reduction later at the office. The technicians are also expected to note clearly at each site the date of the count, weather conditions, street names, and any observed traffic conditions that may impact the count whether at the time of deployment or breakdown.

Once the video is back at the office, IDAX determines the best method for reduction based on the type of data that is being requested as well as the estimated volumes of the intersections. Before counting, each video is reviewed to ensure that all movements are clearly visible, there is no glare, or the camera was not moved during the count. Then of course the video is stored for up to 3 months or in this case, made available to the City.

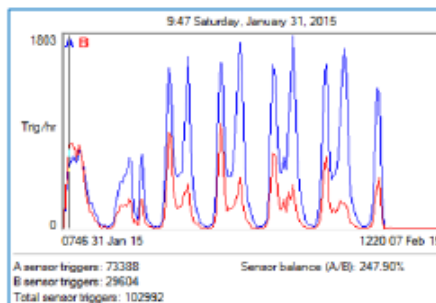
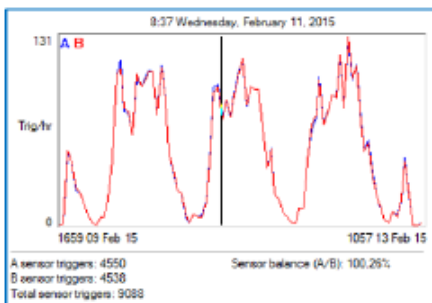
# Pneumatic Tube Counts (Volume, Class, Speed, Gap)

IDAX uses Metrocount equipment and software. The Metrocount MC5600 Portable Tube Classifier (of which IDAX currently owns over 200 units) stores every axle hit and then uses MTExecutive software to provide outputs of speed, classification, volume, and gap data. This is an incredibly reliable counter in the field and we have yet to experience any data-loss as a result of a faulty box.

What separates Metrocount from the rest of the tube count vendors is the software. MT Executive is an incredibly robust software package that not only allows for a multitude of reporting formats, but several QA/QC assurances of the tube collection prior to any final reporting.

What separates IDAX from other vendors is that we ALWAYS use 2 tubes for volume counts. Where others will use one tube then a factor to estimate volumes, IDAX classifies the vehicles in order to give a true volume. Two-tube sets also allows for Metrocount's unique in-field QC system shown in the diagram below.

Our technicians are able to download data in the field (while not interrupting the study) to determine successful collection. An example of an acceptable collection can be seen below left where both sensors are receiving the same number of hits. This is compared with a failed collection (below right) where one sensor clearly had fewer hits than the other. This could be due to a faulty sensor or water in the tubes in the case of a low count, or a slightly offset tube for a potential over-count--any of which would not be easily caught with a 1-tube layout and could result in flawed data. IDAX proudly offers to share all raw-tube data that cannot be changed in any way to show the counts were successful.



## Site Pictures for Speed Studies

IDAX realizes the importance of accurate placement of speed studies. Understanding exactly where the City would like to see the tubes is paramount, and in order to document proper placement IDAX always takes a picture of each site with a clear reference of exactly where the tubes were placed.





## Travel Time and Origin/Destination

IDAX has multiple ways to collect travel time data and origin-destination surveys. Travel time studies are conducted by capturing unique mac addresses from devices through either Bluetooth or Wi-Fi capture (IDAX has collectors for both technologies and depending on the study, will make a recommendation on the more appropriate technology). Bluetooth collectors capture unique Bluetooth identifier information from discoverable devices such as automobiles, smart phones, GPS navigation units or wireless headsets passing within range. In addition to the unique Bluetooth identifier, the units also attach a date, timestamp, signal strength, and location identifier.

Origin-destination surveys are completed using Bluetooth units and License Plate Readers (LPR). Bluetooth can capture 10% - 20% of the traffic stream. LPR captures over 80% of the traffic stream using video and can be classified by vehicle type. Data collected from multiple devices can be combined into a single project allowing the evaluation of the origin of travelers and their destination or exit points throughout a specific study area. Data collected for origin-destination studies can be filtered and reported in a variety of graphs or tables, and will continue to update as long as the project continues.



### Nighborhood Cut-Through Studies

For neighborhood Origin/Destination Cut-Through Studies, IDAX employed License Plate Readers. Due to the lower volumes in these studies, the sample method (from Bluetooth or WiFi) does not provide the level of accuracy needed. IDAX deploys high speed, high resolution, infra-red cameras in order to capture license plates at selected locations in and around a study neighborhood and then analyzes each vehicle to determine the true cut-through rate.

## Gap Studies

IDAX has two methods for gap studies. On roadway segments, tubes can be used to accurately collect directional gaps. Metrocount tube counters and software (described above) has software specifically built for gathering and reporting gaps in any increments that the client needs. We are able to therefore customize the reports to line up with either what the city has collected in the past, or any binning that is required.

Another method to collect gap information is using video to record the location and reduce that data either manually (using video timestamps) or analytically to collect the gap data. This method is used at or close to intersections where there are not consistent free-flow conditions and thus tubes are not ideal.



### Floating Vehicle Travel Time Surveys

IDAX can conduct floating car studies when more detailed information is required, such as delay time, stop time, and travel time broken out by specific segments. Our on-board hands-free GPS devices allow the technician to focus only on driving and thus ensuring safety, and eliminating the need for a second tech in the vehicle. This method also eliminates human error and gives very detailed information by capturing accurate GPS points every second.

# Quality Control and Assurance Process

## PROJECT SPECIFIC QA/QC MANAGEMENT PLAN

At IDAX, we pride ourselves in the quality of the data that we deliver. We employ numerous quality control/quality assurance measures across each of the data collection tasks that we offer. From the training of technicians to make sure that field setups are conducted to the highest specifications, to the final quality control (QC) tests on the data itself, you can be assured that each location will be collected and delivered to the highest level of accuracy possible. If any step of the process is interrupted or fails, the count will be recollected until all QC measures are met.

We have prepared this project specific QC management plan to document the personnel and procedures that will be utilized by IDAX (Consultant) throughout the collection process to ensure quality and reduce the potential for errors or omissions prior to data delivery. Quality assurance and quality control for this project (like all other IDAX projects) is a team effort and measures are in place at every team level. Tasks will be broken out by teams as follows:

## COORDINATION TEAM ROLE & RESPONSIBILITIES

- **Scheduling** - All projects are scheduled on our proprietary project management application, Kapturrit. Once all sites are scheduled for deployment, a shareable link will be sent to the client to confirm that the placement of each location is in the right location. If there is any ambiguity in the site description, IDAX will address it during this time.
- **Field supervision** - With Kapturrit, our team has the ability to understand the exact placement of our equipment and track technicians progress to ensure efficiencies are being met. Each data point entry into Kapturrit is recorded with a timestamp.
- Organization of raw data files
- **QA/QC of Field App** - Understanding the exact location that our equipment is located helps tell a story shall questions arise within the data.
- **Safety coordination** - Any challenging or difficult sites that could pose a safety risk are brought to the attention of field staff. A plan of where to park and set the equipment is established prior to going into the field.

## FIELD TEAM - SETTING, MONITORING, AND PICK UP OF FIELD HARDWARE

- **Initial QA/QC of sets** - After setting up the equipment, our field technicians verify that all movements are captured within an intersection or that sensors on the tube counters are firing appropriately before leaving each site.
- **Initial QA/QC of raw data files** - Whenever our field staff checks or picks up the data, it is downloaded instantly to ensure quality is being met. If the report comes back skewed, our equipment is reset immediately and our client is notified.
- Point of entry for Field App
- Point of contact with Processing team to note schedule and field conditions

## DATA PROCESSING TEAM ROLE & RESPONSIBILITIES

- **Ensuring the quality of the raw-data files** - Once the data is back from the field our processing team reviews the A/B charts to understand if the tubes are firing within a +/- 5% margin of error within each other.
- Processing final formats from raw-data files
- **Initial QA/QC of final reports**—ensuring that there are no gaps in the dataset, volumes are balanced throughout the duration of the study and speeds align with the study corridor
- Handoff to Final QA/QC Team

## FINAL QA/QC ROLE & RESPONSIBILITIES

- Complete the final QA/QC of all deliverable data
- Ensuring correct file naming
- Ensuring correct GPS coordinates have been collected
- Performing quality assurance checks of the data itself



# Team Overview

The IDAX team is comprised of highly qualified transportation professionals who will ensure that your experience is nothing less than excellent. We value the Integrity of our work, we hold ourselves accountable for providing high quality reporting, and we pride ourselves on open, transparent, timely communication. Our team understands that data collection is an integral part of planning for the growth of our communities and we will work closely with the City of Redmond to build a comprehensive plan so that your team will get the data you need, on time, and within budget.

## Our Communication Methodology

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City of Redmond what they need and make the experience as seamless as possible for all staff. By tuning into our proprietary application, the City will have the ability to track our progress as we deploy and pick up locations, understanding exactly where our sets are at all times.

## Key Staff

### Kyle Campbell (Operations Manager, Coordination, Quality Control) - 55% Available

Kyle (Operations Manager) obtained a BA in Geography with a specialization in GIS at Central Washington University in 2014. His experiences in GIS have given him powerful analytical and quality control skills within the transportation industry. As a manager for 6 years at IDAX, he's been part of multiple city-wide collection and on-call efforts throughout the western region of the United States. Including, but not limited to county-wide collection efforts in Benton-Franklin County (2016, 2018, 2020) with 600+ 3-day tube counts and Yakima Valley (2020, 2021) with 200+ 7-day tube counts. He has also been managing on-call contracts and services with the City of Redmond, Seattle, Bellevue, Mercer Island, and Covington since 2015.

### Alex Gayte (Project Manager, Coordination, Data Processing, Quality Control) - 75% Available

Alex (Project Manager) joined IDAX in 2018 and over the last 3 years has quickly taken up multiple roles and responsibility in managing traffic data collection projects. He has successfully completed countless large-scale deployments across the northwest including the City of Tacoma (2018) - 211 24-hour tube counts, City of Bothell (2019) - 104 3-day tube counts, and has been the Project Manager for Benton-Franklin Conference of Governments 600+ 3-day tube counts for 2018 and 2020 efforts. Alongside Kyle, he has been working closely with Redmond, Seattle, Bellevue, Mercer Island, and Covington since 2018. Alex focuses on delivering the best possible client services and he will continue to use his analytical skills to bring accurate and comprehensive data forth to the City.

### Mark Skaggs (Quality Control) - 20% Available

Over the past 20 years, Mark (COO) has established excellent rapport and strong relationships with clients ranging from cities, counties, private companies, and real estate developers across the western region of the United States. Mark has personally conducted and managed countless ADT counts, speed studies, turning movement counts, as well as travel time studies, parking studies, and origin-destination studies. Mark uses a variety of methodologies, and utilizes the latest technologies to conduct efficient studies best suited to the unique needs of each client. As a project manager, Mark has supervised thousands of projects involving ten or more locations. His diverse project experience, attention to detail, and his perspective on best practices gained from working in the field allow Mark to conduct studies efficiently, while maintaining a high level of customer service.



# Redmond's New Data Storage Solution

It has become ever more important to understand, organize, and standardize the vast amounts of transportation and mobility data currently available. Beyond data storage, easily accessible and robust reporting is imperative to understand the changing needs of transportation networks.

IDAX has created a data platform that will allow Redmond to access count data collected as part of this project. Within the IDAX platform, users will have access to a properly-governed data warehouse via both API and web interface. Users will be able to cater reports to reflect data in their preferred format or a uniform document that can be distributed across departments. With access to the IDAX platform, users will be able to easily access volume data to help make more informed and data-driven decisions.

Access will be provided to an unlimited number of users within the City at **no cost for the duration of the contract**. Additional data feeds that could be ingested and stored within the warehouse beyond this project scope including historical counts, travel times, transit data, and additional volume data among others.

This screenshot shows the IDAX web interface. At the top, there are filters for 'All collection types', 'Start Date', 'End Date', and a search bar for 'Search for intersection'. A map displays a specific intersection with a blue dot. Below the map, there are tabs for 'My Data' and 'Other Data Sources'. A table lists data collection details:

Streets	Client	Study	Data Source	Date(s)	Interval(s)
● Northeast Union Hill Road; Avondale Road	Redmond	00947	Turning Movement Counts	2020-10-21	

Below the table, there are 'Export Options' with columns for 'Type', 'Size', and 'Download'. The options listed are:

Export Options	Type	Size	Download
25_Avondale_UnionHill.xlsx	Excel File	47 KB	Download icon
UHR-AVR_AM.pdf	PDF File	100 KB	Download icon
UHR-AVR_AM.xlsx	Excel File	62 KB	Download icon

This large map shows the city of Redmond with various streets labeled, including Kirkland, Rose Hill, Snyder's Corner, and Campion. Blue dots and lines indicate data collection points and routes across the city. A black box highlights a specific area in the center of the city, which is magnified in the top-right inset.

This screenshot shows another view of the IDAX web interface. The map displays a different intersection. The data table below shows:

Streets	Client	Study	Data Source	Date(s)	Interval(s)
● Cleveland Street	Redmond	18144	Tube Counts	2018-4-24	3-Day

The 'Export Options' table for this view is:

Export Options	Type	Size	Download
CLES-164A-E2018-4-19_Class.xlsx	Excel File	54 KB	Download icon
CLES-164A-E2018-4-19_Speed.xlsx	Excel File	70 KB	Download icon
CLES-164A-E2018-4-19_Volume.xlsx	Excel File	59 KB	Download icon

- ⇒ You Can Store All Your Data in **ONE PLACE**
- ⇒ You Will Make it Simple for People to Access and Download files **INSTANTLY**
- ⇒ You Will **SAVE** Time and Money!

## In Conclusion

Josh,

We would like to thank you for the opportunity to propose on the 2021 Traffic Study Collection and Analysis Contract. We feel that we have the team, the equipment, and the experience to meet any and all of the City's data collection needs. We have valued our relationship with the City since our inception and we appreciate the opportunities that we have had to work with you. We hope to continue to be a preferred provider to the City of Redmond.

If there is anything else that you would like to see or discuss, please feel free to reach out at any time.

Sincerely,

*Kyle Campbell*

**IFB 10735-21**  
**On-Call Traffic Data Gathering and Analysis**

**Attachment A - Bid Submittal Sheet**

Company Name: Innovative Data Acquisition, LLC (IDAX) Contact Person: Kyle Campbell

Company Address: 1305 N 30th St

City: Renton, State: WA, Zip: 98056

Phone #: (425) 213-7345 Fax #: ( ) Email: kyle.campbell@idaxdata.com

We offer this submittal in response to the City's Invitation for Bid. The unit prices provided below are fully-burdened, including direct labor cost, overhead, profit, and any materials. Refer to the Scope of Work (Attachment C) for a description of each item and formats required.

Item	Description	Unit	Estimated Quantity	Price Per Unit	Lump Sum Price
1	Two (2) hour turning movement counts	Each	225	\$ 100	\$ 22,500
2	Eight (8) hour turning movement counts	Each	25	\$ 340	\$ 8,500
3	Three (3) consecutive days of mid-block volume counts	Each	250	\$ 100	\$ 25,000
4	Seven (7) consecutive days of mid-block volume count	Each	50	\$ 225	\$ 11,250
5	Three (3) consecutive days of mid-block volume count with vehicle classification	Each	50	\$ 130	\$ 6,500
6	Speed and volume study	Each	100	\$ 130	\$ 13,000
7	Two (2) hour pedestrian/bicycle count	Each	50	\$ 65	\$ 3,250
8	Twelve (12) hour pedestrian/bicycle count	Each	20	\$ 320	\$ 6,400
9	Two (2) hour vehicle gap size study	Each	5	\$ 110	\$ 550



10	Eight (8) hour origination/destination study	Each	5	\$ 800	\$ 4,000
11	Travel time study	Each	30	\$ 260	\$ 7,800
12	24-hour video	Each	2	\$ 400	\$ 800
Subtotal					\$ 109,550.00
Sales Tax (10.1%)					\$ 11,064.55
Total Bid					\$ 120,614.55

**References:**

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. John Murphy, City of Bellevue, jmurphy@bellevuewa.gov, (425) 452-6967

On-Call Traffic Data Collection since 2013. IDAX has collected over 700 ADT and Speed counts, over 300 peak hour intervals of TMCs

2. Ashley Rhead, SDOT, ashley.rhead@seattle.gov, (206) 684-7577

On-Call Traffic Data Collection since 2013. IDAX has collected over 700 ADT and Speed counts, over 1500 peak hour intervals of vehicle TMCs and Pedestrian/Bicycle count

3. Josh Mueller, City of Redmond, jmueller@redmond.gov, (425) 556-2461

On-Call Traffic Data Collection since 2013. IDAX has collected over 600 ADT Classifications counts, over 700 peak hour intervals of vehicle TMCs and Pedestrian/Bicycle counts, and over 50 travel time routes

City of Redmond Business License #: RED00056604 or \_\_\_\_ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: \_\_\_\_\_



Washington Unified Business Identifier (UBI): 603-311-262  
<http://bls.dor.wa.gov/file.aspx>

Employment Security Dept. Number: 486421-009

State Excise Tax Registration Number: 603-311-262  
<http://bls.dor.wa.gov/taxregistration.aspx>

Industrial Insurance Coverage: 381-381-02  
<http://bls.dor.wa.gov/industrialinsurance.aspx>

The bidder certifies that it is not disqualified/barred from working on any public works programs: Yes - KC  
<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Yes - KC

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:

Yes - KC

<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent:  Date: 6/14/2021



**IFB 10735-21**  
**On-Call Traffic Data Gathering and**  
**Analysis**

**Attachment B – City Standard Terms and**  
**Conditions**

**CITY OF REDMOND**  
**PURCHASE ORDER - TERMS & CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The City of Redmond ("City"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The City of Redmond under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. Independent Contractor - Seller acknowledges that its status vis-à-vis City is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The City shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by City in this Purchase Order.

2. Compliance & Governing Law - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

3. Seller's Liabilities, Indemnification and Hold Harmless - Seller shall indemnify, defend (or at the City's option), pay the costs and attorney fees of the City incurred in defending, and hold the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorneys fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that

(a) Seller's obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the City, its elected or appointed officials, officers, agents, or employees; and

(b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licenses or invitees, and the City, its elected or appointed officials, officers, agents or employees.

If requested by City, Seller shall furnish to City a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the City, in amounts acceptable to City, and adequate workers' compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to City will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.

4. Acceptance - Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.
5. Prices, Terms and Invoices - The prices for the equipment and/or services ordered there under are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by City. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.
6. Packing, Marking and Shipping - (a) Delivery shall be f.o.b. City's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on City's invoice and the receipted freight bill shall be attached thereto.  
(b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the City. Seller shall reimburse City for all expenses incurred by City as a result of improper packing, marking or routing.  
(c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.
7. Premium Shipments - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, City finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.
8. Delivery and Shipping Releases - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to City except to the extent authorized by City in writing. City shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. City may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.
9. Inspection - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the City to the extent practical at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the City for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the City during the performance of this Purchase Order and for such longer period as may be required by law.
10. WARRANTY - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY CITY, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A



WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY CITY OF THE EQUIPMENT AND/OR SERVICES.

11. Patents - (a) Seller warrants that the equipment purchased by City under this Purchase Order, and the sale or use of such equipment, alone or in combination with City's other equipment according to City's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless City and anyone selling or using any of City's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of City and at Seller's own expense, defend or assist in the defense of any action which may be brought against City or those selling or using any of City's products or services by reason of any such alleged infringement.

(b) Seller hereby grants to City an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by City under this Purchase Order.

12. Liens - All equipment to be delivered under this Purchase Order and all property to be returned to City shall be free and clear of any and all liens and encumbrances whatsoever.

13. Taxes - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the City there under shall be prepaid by Seller and added as a separate item on the City's invoice.

14. Advertising - The Seller is prohibited, without first obtaining the written consent of City, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish City with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the City name or any other trade name or assumed name used by City. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.

15. Use - The equipment and services contracted for in this Purchase Order are to be for the use of the City, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by City, or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

16. Drawings, Specifications and Technical Information - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by City shall remain City property and shall be returned to City upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to City with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against City by reason of City use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without City's written permission.

17. City Property - Any property used by Seller but owned, furnished, charged to, paid for, or provided by City, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the City subject to removal and inspection by the City at any time without cost or expense to the City. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured

for the City's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the City in good condition, reasonable wear and tear excepted.

18. Excusable Delays - (a) Neither City nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the City or Seller in failing to perform there under.

(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, City shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.

19. Changes - City may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, City shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to City within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order without the prior written approval of City.

20. Substitutions - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

21. Termination at Option of City - (a) Performance under this Purchase Order may be terminated by City at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

(b) After receipt of a notice of termination Seller shall, unless otherwise directed by City, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by City, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of City; (2) transfer title and deliver to City (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by City, and (ii) all reasonable quantities (but not in excess of amounts authorized by City) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which City has or may acquire an interest; and (4) submit to City promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by City; provided, however, that in the event of failure of Seller to submit its termination claim within such period, City may determine notwithstanding the provisions of

subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(c) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, City, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(d) With the consent of City, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as City directs.

(e) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminate by City for the default of Seller pursuant to paragraph 22 hereof.

22. Termination for Default of Seller - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, City may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

23. Effect of Invalidity - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

24. Remedies - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

25. Modification of Purchase Order and Non-Assignment - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between City and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon City unless made in writing and signed by the City's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that City shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which City could assert against Seller, whether acquired prior or subsequent to such assignment.

26. Notice of Labor Disputes - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the City.

(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.

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

**IFB 10735-21**  
**Invitation For Bid**

**On-Call Traffic Data Gathering and Analysis**

*The City is currently seeking bids from a qualified firm to provide on-call traffic data gathering and analysis.*

**Posting Date: June 4, 2021**

**Bids Due: June 21, 2021 at 10:00AM (PST)**

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The City of Redmond, Washington requests interested parties to submit sealed bids for the above referenced Invitation For Bid (IFB).

**Scope of Work**

The City of Redmond (hereinafter referred to as the City) is currently extending an invitation for on-call traffic data gathering and analysis. Bids are to be completed on the Bid Pricing Submittal Sheet (Attachment A). The scope of work for the services is attached (Attachment C) and sample of work order and deliverables (Appendix 1) shall be incorporated into this IFB by this reference.

**Subcontracting:**

The City will not allow subcontracting of any kind to be performed on this work.

**Traffic Control**

The selected Contractor is responsible for Traffic Control costs. These include, but are not limited to, all costs for traffic control labor including installation and removal of all traffic control devices, flaggers, and spotters; all equipment, materials, and purchases of signs, traffic control devices (cones, barrels, barricades); and preparation and revision of temporary traffic control plans, and incidentals necessary to complete work.

Contractors are required to submit a Traffic Control Plan prior to work, to Tricia Thompson for review and approval. All traffic control plans must conform to the standards set forth by the MUTCD (Manual on Uniform Traffic Control Devices) from the Federal Highway Administration. This manual is available online at the following website: <http://mutcd.fhwa.dot.gov/>. Traffic Control must also abide by City Specifications, which can be obtained from Yuri Bergeron, 425-556-2752, [ybergeron@redmond.gov](mailto:ybergeron@redmond.gov). Contractors are required to submit a Traffic Control Plan prior to work, to Yuri Bergeron for review and approval.

**Term and Conditions**



Any contract awarded as a result of this solicitation shall be governed by the requirements of this solicitation and the City's Standard Terms and Conditions (Attachment B). No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City. The initial term of any agreement issued from this solicitation is two (2) years with the City reserving the right to extend the contract one (1) additional two-year period. Should the City exercise the option to extend the contract, the City may discuss price adjustment. Any price adjustment will be in accordance with the Bureau of Labor Statistics, Occupational Employment and Wage, All Urban Consumers: Size Class B/C, Transportation Services ([data.bls.gov](https://data.bls.gov)).

### **Bid Due Date/Time**

**10:00AM (local time) on Monday, June 21, 2021.** The City of Redmond – Purchasing Division must receive bids no later than said date and time. Bids received after such time will be returned unopened. Bids must be emailed to the address below:

### **Bid Submittal Procedures**

- Bidders are to submit their bids in PDF format as an email attachment and send to [SecureBids@Redmond.gov](mailto:SecureBids@Redmond.gov) – note 25MB file size limit
- Email subject line to include: IFB 10735-21, [On-Call Traffic Data Gathering and Analysis], [Company Name]
- Email body to include the following:
  - Attached is [Company Name]'s proposal for the [On-Call Traffic Data Gathering and Analysis]
  - Bids due: 06/21/2021, 10:00 a.m.

By submitting a bid, Contractors acknowledge their satisfaction as to the size, scope and location of the work to be performed.

### **Bid Requirements & Format**

**A. Bid Submission:** The following items must be included in the submittal package to be considered complete and responsive.

- 1) A one (1) page cover letter
- 2) A narrative (no more than eight (8) pages in length), which shall contain:
  - a) A description of the firm and its available services
  - b) A description of the firm's ability to meet scope of work requirements, including quality control and assurance processes
  - c) Key staff and their level of availability and responsiveness to provide on-call services to the City
- 3) Completed Bid Pricing Submittal Sheet (Attachment A)

Bids shall be signed by an authorized authority and submitted on the Bid Pricing Submittal Sheet (Attachment A).

**B. Business License:** The Vendor is responsible for obtaining and maintaining a City of Redmond Business License ([Business Licensing | Redmond, WA](#)) for the duration of the contract.

**C. Right of Way Use Permit:** The Vendor will obtain appropriate Right of Way (ROW) use permits ([Right-of-](#)



[Way Use Permit | Redmond, WA](#)) and submit traffic control plans for review and approval prior to setting equipment for a given work order.

- D. Insurance:** Successful bidder will upon notification of award, provide a Certificate of Insurance and endorsement naming the City of Redmond as additional insured at not less than the following limits.

General Liability:

Bodily injury each occurrence: \$2,000,000

Property damage, each occurrence: \$2,000,000

Automobile Liability Limits:

Bodily injury each occurrence: \$1,000,000

Property damage each occurrence \$1,000,000

Workers Compensation:

Statutory limits

**Selection & Award**

It is the City's intent to award a purchase agreement to the Vendor, in City's opinion, that best meets the City's selection criteria. Selection criteria shall include, but not be limited to, billing rates and ability to perform quality work in accordance with the required response time. References may be checked as part of the evaluation process. The City of Redmond reserves the right to reject any or all submittals, and to waive any irregularities or information in the evaluation process. This IFB does not obligate the City to pay any costs incurred by respondents in preparation and submission of their proposals, or enter into a contract for expressed or implied services. The City reserves the right to make awards to multiple firms if it is in the best interest of the City. The City does not guarantee that once a contract is approved that work will be assigned to a firm. Specific services assigned under the on-call contract will be authorized by Task Order.

**Terms and Conditions**

The City reserves the right to amend terms of this IFB to circulate various addenda, or to withdraw the IFB at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- IFB 10735-21
- Attachment A, Bid Pricing Submittal Sheet
- Attachment B, City Standard Terms and Conditions
- Attachment C, Scope of Work
- Appendix 1, Sample Work Order
- Attachment D, Option for Renewal

Any forthcoming purchase order will be in accordance with City of Redmond Standard Terms and Conditions



(Attachment B) and the requirements of this solicitation. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

### **ERF Retiree Return-to-Work**

Consultant confirms that any staff or subconsultant staff that retired under a Washington State Department of Retirement Systems (DRS) covered plan and will perform work for the City of Redmond must be identified to the City before work commences, per WAC 415-02-325. Those individuals are subject to the same retiree-return-to-work (RRTW) rules as an employee paid through payroll. In addition, Consultant confirms that any staff or subconsultant staff under age 65 who retired using the 2008 Early Retirement Factors (ERF) are subject to stricter return-to-work rules and cannot perform services in any capacity for a DRS-covered employer and continue to receive a benefit.

### **Invoicing and Payment**

Contractor shall submit monthly invoices to the City in accordance with the rates indicated on the Bid Submittal Sheet (Attachment A). The City will make payment to the Contractor within thirty (30) days after receipt and approval of said invoice(s). Invoices shall be delivered to:

City of Redmond  
Accounts Payable, M/S: 3SFN  
P.O. Box 97010  
Redmond, WA 98073-9710  
[accountspayable@redmond.gov](mailto:accountspayable@redmond.gov)

### **Public Disclosure Notice**

All materials provided by the respondent are subject to State of Washington and applicable County (e.g. King County) public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary must be clearly designated, including page with particular content identified. The City assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The City will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

### **Cooperative Purchasing**

The City has entered into intergovernmental (interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting an offer, the respondent agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Only those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts



responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the Contractor or other party contracting to furnish goods or services to the City. The City of Redmond will not accept responsibility for purchase orders issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Contractor to cover the City's contract duration (for any subsequent purchase orders/contracts resulting from this IFB) or 60 days post award (for one-time purchases).

### **Non-Collusion**

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by Bidder and will not be disclosed by Bidder directly or indirectly to any other bidder or competitor before bids are opened. (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all bids from implicated parties.

### **Governing Law and Venue**

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

### **Bid Protest**

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the IFB content contact listed below. Bid Protests will not be accepted later than three (3) business days after respondents are notified of award details. The City's Technical Contact and IFB Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process. For Public Works bid protests, the City of Redmond adheres to RCW 39.04.105.

### **Americans with Disabilities Act (ADA) Information**

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA> for more information. This material can be made available in an alternate format by contacting the Customer Service Center at [info@redmond.gov](mailto:info@redmond.gov)





or 425-556-2900, option 7.

### **Title VI Statement**

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

### **Questions/Inquiries**

Please direct any questions concerning this IFB or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your bid.

#### **IFB Content:**

Adam O'Sullivan	MS: 3NFN
Sr. Purchasing Agent	15670 NE 85 <sup>th</sup> Street
Email: <a href="mailto:aosullivan@redmond.gov">aosullivan@redmond.gov</a>	PO Box 97010
Tel: 425-556-2199	Redmond, WA 98073-9710

#### **Technical Contact:**

Josh Mueller, Sr. Engineering Technician	MS: 4SPL
City of Redmond Planning	18120 NE 76 <sup>th</sup> Street
Email: <a href="mailto:jmueller@redmond.gov">jmueller@redmond.gov</a>	PO Box 97010
Tel: 425-556-2461	Redmond, WA 98073-9710



**IFB 10735-21**  
**On-Call Traffic Data Gathering and Analysis**

**Attachment A – Bid Submittal Sheet**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

We offer this submittal in response to the City's Invitation for Bid. The unit prices provided below are fully-burdened, including direct labor cost, overhead, profit, and any materials. Refer to the Scope of Work (Attachment C) for a description of each item and formats required.

Item	Description	Unit	Estimated Quantity	Price Per Unit	Lump Sum Price
1	Two (2) hour turning movement counts	Each	225	\$	\$
2	Eight (8) hour turning movement counts	Each	25	\$	\$
3	Three (3) consecutive days of mid-block volume counts	Each	250	\$	\$
4	Seven (7) consecutive days of mid-block volume count	Each	50	\$	\$
5	Three (3) consecutive days of mid-block volume count with vehicle classification	Each	50	\$	\$
6	Speed and volume study	Each	100	\$	\$
7	Two (2) hour pedestrian/bicycle count	Each	50	\$	\$
8	Twelve (12) hour pedestrian/bicycle count	Each	20	\$	\$



9	Two (2) hour vehicle gap size study	Each	5	\$	\$
10	Eight (8) hour origination/destination study	Each	5	\$	\$
11	Travel time study	Each	30	\$	\$
12	24-hour video	Each	2	\$	\$
Subtotal					\$
Sales Tax (10%)					\$
Total Bid					\$

**References:**

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City of Redmond Business License #: \_\_\_\_\_ or \_\_\_ I/we agree to obtain upon award of this purchase.



**Redmond**  
WASHINGTON

Washington State Contractor's License Number: \_\_\_\_\_

Washington Unified Business Identifier (UBI): \_\_\_\_\_  
(<http://bls.dor.wa.gov/file.aspx>)

Employment Security Dept. Number: \_\_\_\_\_

State Excise Tax Registration Number: \_\_\_\_\_  
(<http://bls.dor.wa.gov/taxregistration.aspx>)

Industrial Insurance Coverage: \_\_\_\_\_  
(<http://bls.dor.wa.gov/industrialinsurance.aspx>)

The bidder certifies that it is not disqualified/barred from working on any public works programs: \_\_\_\_\_  
(<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>)

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: \_\_\_\_\_

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement: \_\_\_\_\_  
(<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT C**  
**City of Redmond**  
**Scope of Work**  
**IFB 10735-21**  
**On-Call Traffic Data Gathering and Analysis**

**1. Objective**

The City of Redmond (hereinafter referred to as the City) desires a qualified and experienced firm (hereinafter referred to as the Vendor) to provide on-call traffic data gathering and analysis services. The data collected and analysis performed under this contract will support traffic, pedestrian and bicycle safety programs, transportation planning and other traffic operations functions. Funding for on-call services comes from the City operating budget.

**2. General Requirements**

A. Summary of Scope

The City of Redmond requires a Vendor capable of conducting and completing vehicle, pedestrian and bicycle counts and studies at mid-block, signalized or non-signalized intersection, trailhead and any other location identified by the City. The Vendor will have the ability to conduct data collection at a minimum of ten (10) bi-directional locations simultaneously within a one (1) week period, and deliver complete accurate reports in an electronic format to the City.

The data to be collected is defined by task type and reporting formats to be delivered within the schedule as identified in the Data Collection / Performance Requirements section. All work will conform to the FHWA Traffic Monitoring Guide ([www.fhwa.dot.gov/policyinformation/tmguide/](http://www.fhwa.dot.gov/policyinformation/tmguide/)).

The Vendor shall furnish all labor, material, tools, equipment, supplies, vehicles and trained personnel/supervisors for on-call services within the response time required by the work order schedule.

Work volume over a two-year period is estimated to be 200 turning movement counts, 250 mid-block volume counts and 100 speed studies. All work is non-exclusive, and on an on-call basis with no guarantee of minimum volume.

B. Key Personnel

The Vendor shall assign a primary contact to be identified in the Bid Pricing Submittal Sheet to direct the work assigned by the City. Any changes in the indicated primary contact shall be subject to review and approval by the City.

The City will assign a primary point of contact upon contract agreement. The City point of contact will coordinate directly with the Vendor's primary contact in terms of providing work orders, handling scheduling issues, receiving and acceptable deliverables, and approving payment of invoices.

### 3. Data Collection / Performance Requirements

#### A. Work Orders and Schedule

The City will provide written work orders in PDF format via e-mail (see Sample Work Order in Appendix 1). Each work order shall have a designated and unique task number, which will be used in all subsequent correspondence and billing. The Vendor shall provide written confirmation of all orders via email within 24 hours of receipt excluding weekends and City holidays.

The Vendor shall complete all assigned work orders according to the follow schedule:

##### (1) Definition

A completed work order shall be interpreted as completion of all data collection, quality assurance and delivery of final product to the City. Working days shall be interpreted as Monday through Sunday, except for City holidays. The majority of data collection will occur mid-week (Tuesday to Thursday) except for seven (7) day collections and occasional event-related studies.

##### (2) Small Work Orders

- (i) Work orders within one (1) to three (3) task locations will be completed within ten (10) working days.

##### (3) Large Work Orders

- (i) Work orders within four (4) to ten (10) task locations will be completed within fifteen (15) working days.
- (ii) Work orders within eleven (11) to twenty (20) task locations will be completed within thirty (30) working days.
- (iii) Work orders within twenty-one (21) to thirty (30) task locations will be completed within forty-five (45) working days.
- (iv) Work orders in excess of thirty (30) task locations will be pro-rated based on the above schedule. For example, the Vendor shall be provided sixty (60) working days to complete a work order having thirty-five (35) task locations.

##### (4) Weather

- (i) Large work orders, such as City-wide turning movement counts that occur on odd years or mid-block counts that occur on even years, will generally be assigned during the spring or fall. Small work orders will generally occur in spring, summer or fall, but can be assigned at any time of the year.
- (ii) The Vendor shall notify the City in the event of inclement weather that will impact the quality of the count. The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.

##### (5) Other Delays

- (i) The Vendor shall notify the City immediately in the event of delays that are beyond the control of the Vendor (for example, unforeseen road closures or detours). The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.

(6) Holidays

Work orders will generally avoid count collection near holidays.

B. Tasks

The section details the work to be completed by the Vendor and the associated responsibilities of the Vendor to the City for each task. Refer to Sample Raw Data Files and Summary Reports in Appendix 1 for examples of data deliverables. The City shall provide templates for each data product to ensure consistency.

Tasks may include, but are not limited to the following activities. Miscellaneous counts or studies (for example, failure-to-yield studies) may also be ordered, with fees to be negotiated at the time of task order.

(1) Two (2) Hour Turning Movement Count

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

(2) Eight (8) Hour Turning Movement Count

The Vendor shall collect and summarize eight (8) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

(3) Three (3) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

(4) Seven (7) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize seven (7) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts from Monday to Sunday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week (Tuesday, Wednesday and Thursday) averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

(5) Three (3) Consecutive Days of Mid-Block Volume Count with Vehicle Classification

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

The Vendor shall also provide a vehicle classification report summary based on the FHWA Vehicle Classification scheme. Classification total volumes and average volumes shall be provided for the thirteen (13) classes by one-hour bins, by day and by the entire collection period.

(6) Speed and Volume Study

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts and speeds during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day and calculate speeds. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times. Summary speed range data shall be summarized by speed range in accordance with FHWA guidelines and include daily, total and average percentile speed summaries and speed statistics.

(7) Two (2) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.



(8) Twelve (12) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize twelve (12) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.

(9) Two (2) Hour Vehicle Gap Size Study

The Vendor shall collect and summarize the size and number of gaps in vehicular traffic stream for each direction of traffic based on two (2) hours of data collection on any specific day(s) and time period(s) at intersection or crossing location(s) as identified for the given work order. This task may be performed in conjunction with a turning movement count task in order to determine the critical gap; otherwise, the critical gap time will be provided as part of the work order. Raw counts of adequate gaps will be provided over the 2-hour period and summary data providing totals shall be provided for each direction of traffic.

(10) Eight (8) Hour Origin-Destination Study

The Vendor shall use video cameras at one origin location and up to eight destination locations to collect vehicle license plate, location, direction, time and vehicle type data at each location during an eight (8) hour period on a specific day as identified for the given work order.

Raw and summary data shall be provided to include the total number of vehicles, heavy vehicles and license plates collected in one-hour bins for each direction of travel. Data will be processed for each vehicle to determine if, where and when the same vehicle appeared at a destination location. If a vehicle appeared at a destination location, the travel time from the origin to the destination will be calculated. Travel times will be provided for each origin-destination pair and summarized for each location based on a template provided by the City.

(11) Travel Time Study

The Vendor shall collect vehicle travel time data using one the most cost-effective method (manual, distance measuring instrument or GPS) and the "floating car" driving style along a specified travel corridors from one origin location to one destination. Time will be recorded at pre-defined checkpoints defined by the City.

Data shall be collected with one (1) vehicle during an AM and PM peak period of two (2) or three (3) hours each as identified for a given work order. The Vendor shall conduct as many vehicular trips in each corridor direction as is feasible within each two (2) or three (3) hour period. Time shall be recorded to the nearest minute that each run begins, and each time (to the nearest second) that the vehicle arrives at the next checkpoint, or the time (to the nearest second) that traffic conditions require the vehicle to stop before reaching a checkpoint. Times at each checkpoint shall be entered into a template provided by the City.

**(12) 24-hour Video Data**

The Vendor shall use a video camera to collect twenty-four (24) hours of vehicular, pedestrian and/or bicycle traffic at one location as specified by a given work order. The Vendor shall provide the raw video data to the City.

**C. Deliverables**

- (1) The data collected by the Vendor will be verified by the City prior to the City's acceptance of the data.
- (2) All completed work products shall be delivered to the City's appointed primary point of contact as detailed in the contract agreement.
- (3) The data provided to the City must be submitted in an electronic format acceptable to the City, as defined below. The City will include the appropriate location identifiers, collection types and deliverables required with each work order.
  - (i) All files provided will use the City's naming convention of [Location Identifier] [End Date of Collection] [Collection Type] (for example, "048S-148A 2017-05-04 VOL").
  - (ii) Raw collection data values will be provided in Microsoft Excel format using the format structure template provided by the City. See Sample Raw Data Files in Appendix 1.
  - (iii) Video feeds will be provided in DVD format in Microsoft-supported video codecs and file formats as approved by the City.
  - (iv) All summary reports will be provided in both PDF and Microsoft Excel formats using a similar format structure shown in the Sample Summary Reports in Appendix 1. Variation in the format structure may be permitted, subject to review and approval in writing and in advance by the City's point of contact.
  - (v) Upon delivery to the City of Redmond, all data becomes the sole property of the City.

**4. Base of Measurement**

Separate fees shall be established for the twelve (12) tasks identified in the scope of work. Refer to Bid Pricing Submittal Sheet (Attachment A) for detail.

**5. Quality Assurance**

The Vendor will be notified by the City within fourteen (14) working days of the acceptance or rejection of submitted data.

**A. Quality Data Collection, Equipment and Operation**

- (1) The Vendor is responsible for obtaining and maintaining a City of Redmond Business License ([www.redmond.gov/35/Business/](http://www.redmond.gov/35/Business/)) for the duration of the contract.
- (2) The Vendor will obtain appropriate Right of Way (ROW) use permits ([www.redmond.gov/372/Right-of-Way-Use-Permit/](http://www.redmond.gov/372/Right-of-Way-Use-Permit/)) and submit traffic control plans for review and approval prior to setting equipment.

- (3) Installation and maintenance of cameras, road tubes, traffic collection instrumentation, test vehicles and any other associated equipment is the sole responsibility of the Vendor.
- (4) The Vendor shall test equipment for accuracy and verify that equipment placed into service are in good condition.
- (5) Road tubes, cameras and associated equipment shall be checked during collection periods to ensure that they remain in good working condition and are replaced in the event of failure.

B. Quality Data Products

- (1) The Vendor will be responsible for the professional quality, technical accuracy and completeness of all data products.
- (2) The Vendor will be responsible for correcting all errors and omissions in data products. Any data product or study deemed inaccurate or incomplete by the City will be redone at the Vendor's expense.

## 6. Pricing and Payment

The City will only pay for accurate and complete data products and studies. The City will not pay for partial or inaccurate data (See **5. Quality Assurance** for more details). All data will be reviewed within fourteen (14) working days, and payments will be issued no later than 30 days after data acceptance.

Itemized invoices indicating the City-provided Task Order Number, data, and task activities will be delivered to the traffic counts coordinator as identified in each task order.

# Transportation Planning and Engineering On-Call Services

## Attachment D – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-116  
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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**TITLE:**

Approval of the Appointment and Reappointment of Community Facility District (CFD) No. 2014-1 and 2016-1 Board of Supervisor Members

**OVERVIEW STATEMENT:**

Under CFD regulations, City Council must approve the appointment and reappoint of members to the board of supervisors. The retirement of Supervisor Stanton created a vacancy on the CFD 2014-1 and 2016-1 Boards. Marcia Jones, Senior Real Estate and Land Use Manager for Microsoft, is recommended to take over Mr. Stanton’s duties on the Board. In addition, the other members of the CFD Board of Supervisors have terms that have expired or will expire in August. Those members need to be reappointed to the CFD Boards with staggered terms. Specifically, Councilmembers Padhye, Kritzer, and Carson as well as Don Marcy JD, Vice President of Cairncross & Hempelmann (Microsoft representative), are up for reappointment to Community Facilities Districts (CFD) No. 2014-1 and 2016-1.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Community Facilities District RCW 36.145
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

There are two Community Facilities Districts (CFD) within the City of Redmond:

- CFD 2014-1 was established on July 15, 2014, as a partnership between the City of Redmond, Microsoft, and Sound Transit to fund and construct improvements at the Overlake Transit Center (OTC), including a pedestrian bridge over SR 520 and 156<sup>th</sup> Avenue NE.
- CFD 2016-1 was established on June 21, 2016, as a partnership between the City of Redmond and Microsoft. As amended on July 25, 2017, the CFD is to fund multimodal and stormwater improvements, including:
  - Eastbound and westbound left-turn lanes at the intersection of 154th Avenue NE and NE 51st Street and at the intersection of 156th Avenue NE and NE 51st Street along with signal modifications to the intersection of 156th Avenue NE and NE 51st Street and bicycle lanes along NE 51st Street from 154th Avenue NE to the SR 520 eastbound on-ramp.
  - Bicycle lanes along NE 31st Street from the roundabout just east of SR 520 to 156th Avenue NE along with improvements to the intersection of NE 31st Street and 156th Avenue NE.
  - Extension of stormwater pipe from 172nd Avenue NE to Lake Sammamish along the NE 40th street right-of-way and related improvements required as part of project construction; flow splitter vault at the intersection of NE 40th Street and 172nd Avenue NE; energy dissipation vault at end of pipe extension; outfall at Lake Sammamish that mitigates for wetland and lake impacts; water quality treatment facilities for a portion of the basin to improve water quality in Lake Sammamish and/or Villa Marina Creek; potential Salmon Safe certification; and project mitigation.
  - Grade separated path for pedestrians/bicycles on the west side of SR 520 to reduce potential pedestrian/bicycle conflicts with motor vehicles on NE 40th Street. The extent of the funding for the grade separated pedestrian/bicycle path is dependent on the actual cost of the other three improvements. To the extent there are funds available from the assessment approved by the District after construction of the other three improvements, those remaining funds will be applied to the construction cost of the grade separated pedestrian/bicycle path.

Both CFDs hold separate meetings and have an independent Board of Supervisors, appointed by City Council. Currently the same representatives sit on both CFD Boards. The Board of Supervisors consists of the following two members representing Microsoft:

- ~~Jim Stanton, AICP, Senior Community Affairs Manager, Microsoft~~ Vacant
- Don Marcy, JD, Vice President, Cairncross & Hempelmann

and three appointed members from Redmond City Council:

- Tanika Padhye, Council President
- David Carson, Councilmember
- Vanessa Kritzer, Councilmember

Recent retirement of Supervisor Stanton created a vacancy on both of these Boards. According to CFD statutes, in the event that a vacancy is created, the Mayor shall promptly act to fill the vacancy for the remainder of the

term.

With Council's approval, Marcia Jones, Senior Real Estate and Land Use Manager from Microsoft, will be appointed to serve on the Board of Supervisors as of September 1, 2021. Ms. Jones will serve out Mr. Stanton's remaining term on CFD 2014-1 until 9/30/2022. Her term on CFD 2016-1 would expire on 6/30/2024.

Reappointments of incumbent Board of Supervisor members are required due to expiration of terms. If reappointed, Board of Supervisor new term limits would be as follows:

**CFD 2014-1**

- Councilmember David Carson (new term limit 8/31/2024)
- Don Marcy JD, Vice President of Cairncross & Hempelmann (new term limit 8/31/2024)

**CFD 2016-1**

- Council President Tanika Padhye (new term limit 12/31/2021)
- Councilmember Kritzer (new term limit 6/30/2024)
- Councilmember David Carson (new term limit 6/30/2023)
- Don Marcy JD, Vice President of Cairncross & Hempelmann (new term limit 6/30/2023)

**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)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
7/27/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
8/17/2021	Business Meeting	Approve

**Time Constraints:**

Appointments should be made as soon as possible so that there is full Board of Supervisor participation overseeing the Community Facility District projects.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Council could choose not to appoint the recommended representatives to the Board of Supervisors. If members are not appointed or reappointed, other representatives from Microsoft and the City would need to be chosen to achieve quorum on CFD 2014-1 and 2016-1.

**ATTACHMENTS:**

N/A





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-116  
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:

N/A	N/A	N/A
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**TITLE:**

Approval of the Appointment and Reappointment of Community Facility District (CFD) No. 2014-1 and 2016-1 Board of Supervisor Members

**OVERVIEW STATEMENT:**

Under CFD regulations, City Council must approve the appointment and reappoint of members to the board of supervisors. The retirement of Supervisor Stanton created a vacancy on the CFD 2014-1 and 2016-1 Boards. Marcia Jones, Senior Real Estate and Land Use Manager for Microsoft, is recommended to take over Mr. Stanton’s duties on the Board. In addition, the other members of the CFD Board of Supervisors have terms that have expired or will expire in August. Those members need to be reappointed to the CFD Boards with staggered terms. Specifically, Councilmembers Padhye, Kritzer, and Carson as well as Don Marcy JD, Vice President of Cairncross & Hempelmann (Microsoft representative), are up for reappointment to Community Facilities Districts (CFD) No. 2014-1 and 2016-1.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Community Facilities District RCW 36.145
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

There are two Community Facilities Districts (CFD) within the City of Redmond:

- CFD 2014-1 was established on July 15, 2014, as a partnership between the City of Redmond, Microsoft, and Sound Transit to fund and construct improvements at the Overlake Transit Center (OTC), including a pedestrian bridge over SR 520 and 156<sup>th</sup> Avenue NE.
- CFD 2016-1 was established on June 21, 2016, as a partnership between the City of Redmond and Microsoft. As amended on July 25, 2017, the CFD is to fund multimodal and stormwater improvements, including:
  - Eastbound and westbound left-turn lanes at the intersection of 154th Avenue NE and NE 51st Street and at the intersection of 156th Avenue NE and NE 51st Street along with signal modifications to the intersection of 156th Avenue NE and NE 51st Street and bicycle lanes along NE 51st Street from 154th Avenue NE to the SR 520 eastbound on-ramp.
  - Bicycle lanes along NE 31st Street from the roundabout just east of SR 520 to 156th Avenue NE along with improvements to the intersection of NE 31st Street and 156th Avenue NE.
  - Extension of stormwater pipe from 172nd Avenue NE to Lake Sammamish along the NE 40th street right-of-way and related improvements required as part of project construction; flow splitter vault at the intersection of NE 40th Street and 172nd Avenue NE; energy dissipation vault at end of pipe extension; outfall at Lake Sammamish that mitigates for wetland and lake impacts; water quality treatment facilities for a portion of the basin to improve water quality in Lake Sammamish and/or Villa Marina Creek; potential Salmon Safe certification; and project mitigation.
  - Grade separated path for pedestrians/bicycles on the west side of SR 520 to reduce potential pedestrian/bicycle conflicts with motor vehicles on NE 40th Street. The extent of the funding for the grade separated pedestrian/bicycle path is dependent on the actual cost of the other three improvements. To the extent there are funds available from the assessment approved by the District after construction of the other three improvements, those remaining funds will be applied to the construction cost of the grade separated pedestrian/bicycle path.

Both CFDs hold separate meetings and have an independent Board of Supervisors, appointed by City Council. Currently the same representatives sit on both CFD Boards. The Board of Supervisors consists of the following two members representing Microsoft:

- ~~Jim Stanton, AICP, Senior Community Affairs Manager, Microsoft~~ Vacant
- Don Marcy, JD, Vice President, Cairncross & Hempelmann

and three appointed members from Redmond City Council:

- Tanika Padhye, Council President
- David Carson, Councilmember
- Vanessa Kritzer, Councilmember

Recent retirement of Supervisor Stanton created a vacancy on both of these Boards. According to CFD statutes, in the event that a vacancy is created, the Mayor shall promptly act to fill the vacancy for the remainder of the

term.

With Council's approval, Marcia Jones, Senior Real Estate and Land Use Manager from Microsoft, will be appointed to serve on the Board of Supervisors as of September 1, 2021. Ms. Jones will serve out Mr. Stanton's remaining term on CFD 2014-1 until 9/30/2022. Her term on CFD 2016-1 would expire on 6/30/2024.

Reappointments of incumbent Board of Supervisor members are required due to expiration of terms. If reappointed, Board of Supervisor new term limits would be as follows:

**CFD 2014-1**

- Councilmember David Carson (new term limit 8/31/2024)
- Don Marcy JD, Vice President of Cairncross & Hempelmann (new term limit 8/31/2024)

**CFD 2016-1**

- Council President Tanika Padhye (new term limit 12/31/2021)
- Councilmember Kritzer (new term limit 6/30/2024)
- Councilmember David Carson (new term limit 6/30/2023)
- Don Marcy JD, Vice President of Cairncross & Hempelmann (new term limit 6/30/2023)

**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)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
7/27/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
8/17/2021	Business Meeting	Approve

**Time Constraints:**

Appointments should be made as soon as possible so that there is full Board of Supervisor participation overseeing the Community Facility District projects.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Council could choose not to appoint the recommended representatives to the Board of Supervisors. If members are not appointed or reappointed, other representatives from Microsoft and the City would need to be chosen to achieve quorum on CFD 2014-1 and 2016-1.

**ATTACHMENTS:**

N/A



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-117  
Type: Consent Item

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

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Martin Fuller	Lieutenant
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TITLE:

Approval of the First Modification to Interlocal Agreement to Provide Law Enforcement Mutual Aid for an Independent Force Investigation Team - King County (IFIT-KC)

OVERVIEW STATEMENT:

On April 3, 2021, Council approved the King County Independent Force Investigation Team Interlocal Agreement which authorized Mayor Birney to sign the ILA for the (IFIT-KC). All member agencies signed the ILA with the exception of the Washington State Patrol, who proposed a modification addressing a requirement from Governor Inslee’s office that all state cabinet agencies include language in their agreements that support the Governor’s Executive Order 17-01. This order prohibits other police agencies from using information obtained from the WSP to support or engage in civil immigration enforcement activities. This order is consistent with RCW 10.93.160 and the Redmond Police Department’s policy on immigration.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Initiative-940 and Washington Administrative Code (WAC) 139-11 and 12
- **Required:**  
LETSCA requires that all police use of force that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the involved agency.
- **Council Request:**  
N/A
- **Other Key Facts:**

N/A

**OUTCOMES:**

The IFIT-KC will conduct investigations into police use of force in the same manner a criminal investigation is conducted. The IFIT-KC will consist of qualified and certified law enforcement investigators and at least two non-law enforcement Community Representatives from within the community where the use of force occurred. The IFIT-KC will operate independently of any involved agency's administrative investigation of a police use of force.

The City of Redmond Police Department will participate by providing detective staff and technical assistance, supervisory oversight, command oversight and use of equipment from the Criminal Investigations Division (CID) and other Divisions/Units as able to assist with the independent investigation of the police use of force in East King County.

**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:**

Current staff will be assigned as needed.

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

**Budget Offer Number:**

228 Criminal Justice

**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:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
8/10/2021	Committee of the Whole - Planning and Public Works	Provide Direction
8/17/2021	Committee of the Whole - Public Safety	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

This update to the Interlocal Agreement takes effect once signed. The agreement will provide the Redmond Police Department the ability to participate as a member of the Independent Force Investigation Team - King County (IFIT-KC).

**ANTICIPATED RESULT IF NOT APPROVED:**

If the agreement is not approved, the City may not remain as an IFIT-KC member and would need to find an agency willing to conduct an independent investigation of a police use of force occurring in Redmond. Since the City would not be participating in a mutual aid agreement, the City might need to pay another agency for such an independent investigation.

**ATTACHMENTS:**

- Attachment A: Independent Force Investigation Team - King County (IFIT-KC) Interlocal Agreement (ILA).
- Attachment B: First Modification to IFIT-KC Agreement
- Attachment C: Executive Order
- Attachment D: RCW 10.93.160 Immigration and Citizenship Status - Law Enforcement Agency Restrictions



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-117  
Type: Consent Item

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

Police	Chief Darrell Lowe	425-556-2529
--------	--------------------	--------------

DEPARTMENT STAFF:

Police	Martin Fuller	Lieutenant
--------	---------------	------------

TITLE:

Approval of the First Modification to Interlocal Agreement to Provide Law Enforcement Mutual Aid for an Independent Force Investigation Team - King County (IFIT-KC)

OVERVIEW STATEMENT:

On April 3, 2021, Council approved the King County Independent Force Investigation Team Interlocal Agreement which authorized Mayor Birney to sign the ILA for the (IFIT-KC). All member agencies signed the ILA with the exception of the Washington State Patrol, who proposed a modification addressing a requirement from Governor Inslee’s office that all state cabinet agencies include language in their agreements that support the Governor’s Executive Order 17-01. This order prohibits other police agencies from using information obtained from the WSP to support or engage in civil immigration enforcement activities. This order is consistent with RCW 10.93.160 and the Redmond Police Department’s policy on immigration.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Initiative-940 and Washington Administrative Code (WAC) 139-11 and 12
- **Required:**  
LETSCA requires that all police use of force that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the involved agency.
- **Council Request:**  
N/A
- **Other Key Facts:**



N/A

**OUTCOMES:**

The IFIT-KC will conduct investigations into police use of force in the same manner a criminal investigation is conducted. The IFIT-KC will consist of qualified and certified law enforcement investigators and at least two non-law enforcement Community Representatives from within the community where the use of force occurred. The IFIT-KC will operate independently of any involved agency's administrative investigation of a police use of force.

The City of Redmond Police Department will participate by providing detective staff and technical assistance, supervisory oversight, command oversight and use of equipment from the Criminal Investigations Division (CID) and other Divisions/Units as able to assist with the independent investigation of the police use of force in East King County.

**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:**

Current staff will be assigned as needed.

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

**Budget Offer Number:**

228 Criminal Justice

**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:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
8/10/2021	Committee of the Whole - Planning and Public Works	Provide Direction
8/17/2021	Committee of the Whole - Public Safety	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

This update to the Interlocal Agreement takes effect once signed. The agreement will provide the Redmond Police Department the ability to participate as a member of the Independent Force Investigation Team - King County (IFIT-KC).

**ANTICIPATED RESULT IF NOT APPROVED:**

If the agreement is not approved, the City may not remain as an IFIT-KC member and would need to find an agency willing to conduct an independent investigation of a police use of force occurring in Redmond. Since the City would not be participating in a mutual aid agreement, the City might need to pay another agency for such an independent investigation.

**ATTACHMENTS:**

- Attachment A: Independent Force Investigation Team - King County (IFIT-KC) Interlocal Agreement (ILA).
- Attachment B: First Modification to IFIT-KC Agreement
- Attachment C: Executive Order
- Attachment D: RCW 10.93.160 Immigration and Citizenship Status - Law Enforcement Agency Restrictions

**INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE/NORTH BEND FOR THE CREATION OF THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the Washington State Patrol, University of Washington, and King County, collectively referred hereinafter as the “Parties” to provide law enforcement mutual aid and mobilization between the Parties. The “member agencies” of this Agreement are the following Law Enforcement Agencies:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD; and
- Snoqualmie/North Bend PD
- University of Washington Police Department.

**I. RECITALS.**

WHEREAS, the authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, RCW 10.114.011, requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties as follows:

**II. AGREEMENT**

1. **PURPOSE OF THE AGREEMENT.** The Parties signing below recognize the need to establish a regional independent investigative team in King County and a protocol for satisfying the independent investigation requirements of state law. The Parties seek to form a regional independent force investigation team, available for the purpose of conducting the criminal investigation into an officer involved shooting or use of deadly force by an officer or officers of an agency that is a member of the Independent Force Investigation Team of King County (IFIT-KC).
2. **DEFINITIONS.** For the purposes of this Agreement, the terms “deadly force,” “great bodily harm,” and “substantial bodily harm” are given the same meaning as defined in RCW 9A.16.010 and RCW 9A.04.110.

**3. ADMINISTRATION.**

The IFIT-KC governing body is the “Executive Board.” The Executive Board is comprised of the member agency Police Chiefs and Sheriff, with each agency providing one Board member on behalf of its organization. The Executive Board elects their Board Chair. The IFIT-KC Executive Board is authorized to draft, implement and amend policies and procedures consistent with the purposes of this Agreement and Chapter 139-12 WAC. Such policies and procedures will be known as the “Independent Force Investigations Team – King County Protocol and Guidelines” (“IFIT-KC Protocol”).

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employees to work as part of IFIT-KC. The Parties agree to the following:
  - a. Consistent with RCW 10.114.011, when a member agency engages in conduct resulting in the use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm, it shall contact the IFIT-KC to seek an independent investigation to inform any determination of whether the use of deadly force met the good faith standard established in RCW [9A.16.040](#) and satisfied other applicable laws and policies.
  - b. IFIT-KC will provide independent investigative services to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.
  - c. In order to maintain independence, no person employed by the agency which used deadly force (“Involved Agency”) may participate in the investigation of the use of deadly force, except as where allowed by the independent investigation protocols laid out in Chapter 139-12 WAC and the IFIT-KC Protocol.
  - d. Member agencies acknowledge that some member agencies may be required to provide some level of access at the scene to an independent oversight agency/committee. Member agencies with an oversight agency/committee shall prepare a list of practices and protocols, which will be made available to the commander of IFIT-KC as soon as practical.
  - e. The Parties expressly recognize that compelled statements by involved officers implicate certain legal rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967). The parties agree that a statement by an involved officer may only be compelled by the officer’s employing agency pursuant to that agency’s policies and procedures. At no point during the investigation will a compelled statement, or information flowing directly therefrom, be disclosed to the IFIT-KC independent

investigators or otherwise to the IFIT-KC. The Parties further recognize that the rights against self-incrimination established under *Garrity* do not extend to the observations of officers who witnessed, but were not involved in, a use of force incident. Accordingly, the restrictions set forth above do not extend to officers other than those using force.

**5. INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY; PAYMENT.**

Investigators provided by Parties shall meet the criterion established by the IFIT-KC Protocol and in compliance with WAC 139-12-030. Each member's employees shall be considered employees of their employing agency while participating in the investigation into the use of force. The member agencies shall be solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to IFIT-KC. Each member agency shall generally be responsible for all costs of its participation, including overtime and/or back-fill requirements. All rights, duties, and obligations of the employer and employee shall remain with the party for which the employee works. Each member agency agrees to provide sufficient equipment needed by its participating employees to conduct a thorough investigation. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service regulations.

**III. GENERAL PROVISIONS**

**1. INDEMNITY AND HOLD HARMLESS.**

- a. Subject to Paragraph b below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to IFIT-KC and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.
- b. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.
- c. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of IFIT-KC. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.

2. **COUNTERPARTS.** This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
3. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement, independent investigative services for law enforcement-involved deadly uses of force, and constitutes the entire contract between the Parties.
4. **NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
5. **SEVERABILITY.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.
6. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective on the date it is signed by two or more members and shall be effective for one (1) year, regardless of the date of execution, and shall be automatically renewed on the last day of December of each successive year for an additional one (1) year period. Additionally, any party may withdraw from this Agreement for any reason by providing written notice to each member agency of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The withdrawal of any party does not result in the dissolution of IFIT-KC, but rather the withdrawing party shall, after the effective date of the withdrawal, no longer be considered a party under this Agreement. This Agreement may be terminated, and the IFIT-KC dissolved at any time by unanimous agreement of the Executive Board.
7. **MODIFICATIONS.** The provisions of this Agreement may only be modified, amended, or supplemented by written agreement executed by all the Parties hereto.

#### 8. **AGENCY CONTACTS**

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee at the time of this Agreement. Updates to the IFIT-KC Agency Contact list shall be maintained by the Executive Board after execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

**CITY OF BELLEVUE**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF KIRKLAND**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF MEDINA**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF DUVALL**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF CLYDE HILL**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF REDMOND**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF SNOQUALMIE**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**WASHINGTON STATE PATROL**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 Attorney

**KING COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 Attorney

**UNIVERSITY OF WASHINGTON**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 Attorney



**TO:** Internal Committee - Public Safety  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Police	Chief Darrell Lowe	425-556-2529
--------	--------------------	--------------

**DEPARTMENT STAFF:**

Police	Lieutenant Martin Fuller	425-556-2575
--------	--------------------------	--------------

**TITLE:**

First Modification to Interlocal Agreement to provide law enforcement mutual aid for an Independent Force Investigation Team - King County (IFIT-KC).

**OVERVIEW STATEMENT:**

On April 3, 2021, Council approved the King County Independent Force Investigation Team Interlocal Agreement which authorized Mayor Birney to sign the ILA for the (IFIT-KC). All member agencies signed the ILA with the exception of the Washington State Patrol, who proposed a modification addressing a requirement from Governor Inslee’s office that all state cabinet agencies include language in their agreements that support the Governor’s Executive Order 17-01. This order prohibits other police agencies from using information obtained from the WSP to support or engage in civil immigration enforcement activities. This order is consistent with RCW 10.93.160 and the Redmond Police Department’s policy on immigration.

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

**REQUESTED ACTION:**

**Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Initiative-940 and Washington Administrative Code (WAC) 139-11 and 12
- **Required:**  
LETSCA requires that all police use of force that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the involved agency.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

How does the City benefit from this work? Enter deliverables, project phases, and/or any social and/or environmental impacts, if applicable. If you are asking Council to receive information, this section may not apply.

**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:** Current staff will be assigned as needed.

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

**Budget Offer Number:**

228 Criminal Justice

**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:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
2/16/2021	Committee of the Whole - Public Safety	Approve
3/2/2021	Business Meeting	Approve

**Time Constraints:**

This Interlocal Agreement takes effect once signed. The agreement will provide the Redmond Police Department the ability to participate as a member of the Independent Force Investigation Team – King County (IFIT-KC).

**ANTICIPATED RESULT IF NOT APPROVED:**

If the agreement is not approved, the City would need to find an agency willing to conduct an independent investigation of a police use of force occurring in Redmond. Since the City would not be participating in a mutual aid agreement, the City might need to pay another agency for such an independent investigation.

**ATTACHMENTS:**

Attachment A: Independent Force Investigation Team - King County (IFIT-KC) Interlocal Agreement (ILA).



STATE OF WASHINGTON  
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • [www.governor.wa.gov](http://www.governor.wa.gov)

**EXECUTIVE ORDER 17-01**

**REAFFIRMING WASHINGTON'S COMMITMENT  
TO TOLERANCE, DIVERSITY, AND INCLUSIVENESS**

**WHEREAS**, Washington has a proud history of inclusivity, tolerance, and compassion for all residents. The diversity of our people and cultures is a critical part of who we are as a state;

**WHEREAS**, our state values the unique differences in our residents and protects diversity. Washington law establishes “the right to be free from discrimination because of race, creed, color, national origin,” the right to engage in commerce free from discrimination, including discrimination based on religion, and declares these to be civil rights. RCW 49.60.030;

**WHEREAS**, nearly one million Washingtonians – one in every seven people in this state – are immigrants. These Washingtonians are an integral part of our communities and workforce;

**WHEREAS**, Washington’s diverse and vibrant economy spans both the east and west sides of our state and encompasses agriculture, aerospace, food processing, timber, construction, health care, technology, tourism, hospitality industries, and the defense sector. As of 2014, immigrants comprised almost 17 percent of Washington’s workforce and contributed over \$2.4 billion in state and local taxes. Sixty percent of the Fortune 500 companies based in Washington were founded by immigrants or their children. The contributions of these individuals to our businesses, economy, and community are critical to our success as a state;

**WHEREAS**, undocumented immigrants comprised approximately 4.9 percent of the state’s workforce in 2012 and paid \$301.9 million in state and local taxes. If all undocumented immigrants were removed from the state, the state would lose \$14.5 billion in economic activity, \$6.4 billion in gross revenue, and approximately 71,197 jobs;

**WHEREAS**, as of 2016, Washington is home to over 17,000 Deferred Action of Childhood Arrival (DACA) recipients. These are young people who came to this country as children and have been here for a significant period of time. DACA recipients are required to be students or in the workforce, and must have no prior felonies or significant misdemeanors. They are contributing members of our community and to our economy. Almost 15,000 DACA young people are employed in this state. If these individuals were removed from our state, our communities would suffer a significant economic loss, estimated at \$1 billion;

**WHEREAS**, currently 65,000 immigrants serve in our nation’s armed forces and since 2002 greater than 100,000 immigrants have become naturalized citizens following honorable service to our nation. Many of these immigrants are Washingtonians. Their personal sacrifice and contribution to our nation’s security should be recognized by all Americans.

**WHEREAS**, Washington State has outstanding higher education institutions and foreign-born students contribute significantly to these institutions through their cultural diversity and economic contributions. In the 2013-2014 academic year, roughly 21,000 international college students made up 6.2 percent of all college students in the state and contributed \$737 million in to our state's economy in tuition, fees, and living expenses.

**WHEREAS**, Washington immigrants are an important part of the fabric of our state. Immigrants contribute to Washington's rich culture by bringing their arts, heritage, cuisines, rituals, and festivals to share and celebrate. The cultural influences and creative talents of immigrants can be found in every aspect of our society, from the performing arts and education to the innovation and entrepreneurial spirit of our burgeoning industries; and

**WHEREAS**, we have long tradition of welcoming and supporting those who are the most vulnerable. In 1975, for example, Governor Dan Evans launched a program to settle hundreds of Vietnamese refugees in Washington State. To this day, Washington continues to provide state services to assist those qualified individuals who are most in need of these services, while adhering to state and federal laws and regulations.

**NOW, THEREFORE**, I, Jay Inslee, Governor of the state of Washington, reaffirm my commitment to vigorously support and protect the rights of Washingtonians and to respect diversity and inclusion in our state practices. It is therefore directed that:

1. The state of Washington shall remain a welcoming jurisdiction that embraces diversity with compassion and tolerance and recognizes the value of immigrants;
2. Executive and small cabinet agencies shall continue to provide assistance and services to Washingtonians, regardless of citizenship or legal status, to the extent allowed by law;
3. No executive or small cabinet agency may discriminate against a person based on the person's national origin in violation of RCW 49.60.030;
4. No executive or small cabinet agency may condition provision of services or benefits upon a resident's immigration status, except as required by international, federal or state law;
5. Executive and small cabinet agencies shall ensure their policies comply with Executive Order 16-01, *Privacy Protection and Transparency in State Government*, and that information collected from clients is limited to that necessary to perform agency duties. Policies must ensure that information regarding a person's immigration or citizenship status or place of birth shall not be collected, except as required by federal or state law or state agency policy;
6. No executive or small cabinet agency may inquire into, or request specific documents, in order to ascertain a person's immigration status for the sole purpose of identifying if a person has complied with federal civil immigration laws, including passports, alien registration, or work permits, except as required by federal or state law;
7. No executive or small cabinet agency may use agency or department monies, facilities, property, equipment, or personnel to enforce, or assist in the enforcement or creation of any federal program requiring registration of individuals on the basis of religious affiliation, except as required by federal or state law;

8. No executive or small cabinet agency may use agency or department monies, facilities, property, equipment, or personnel for the purpose of targeting or apprehending persons for violation of federal civil immigration laws, except as required by federal or state law or otherwise authorized by the Governor; and
9. The Washington State Patrol or Department of Corrections, or other executive or small cabinet agency with arrest powers, will act consistently with current federal law and shall not arrest solely for violation of federal civil immigration laws, except as otherwise required by federal or state law or authorized by the Governor. Specifically, no agency may enter into any agreements with the federal government authorizing such authority under the Immigration and Nationality Act (8 U.S.C. §1357).

This Executive Order is not intended to, and does not, create any right or entitlement for any person, nor does it create a cause of action against the state of Washington;

This Executive Order is intended to be consistent with 8 U.S.C. §1373. Should federal or state law change so as to give rise to a conflict with this Executive Order, such provision of this Executive Order shall be inoperative to the sole extent of the conflict.

This order is effective immediately.

Signed and sealed with the official seal of the state of Washington, on this 23rd day of February, 2017, at Olympia, Washington.

By:

/s/

---

Jay Inslee  
Governor

BY THE GOVERNOR:

/s/

---

Secretary of State

## RCW 10.93.160

### Immigration and citizenship status—Law enforcement agency restrictions.

(1) The definitions contained in RCW 43.17.420 apply to this section.

(2) The legislature finds that it is not the primary purpose of state and local law enforcement agencies or school resource officers to enforce civil federal immigration law. The legislature further finds that the immigration status of an individual or an individual's presence in, entry, or reentry to, or employment in the United States alone, is not a matter for police action, and that United States federal immigration authority has primary jurisdiction for enforcement of the provisions of Title 8 U.S.C. dealing with illegal entry.

(3) School resource officers, when acting in their official capacity as a school resource officer, may not:

(a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth; or

(b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(4) State and local law enforcement agencies may not:

(a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth unless there is a connection between such information and an investigation into a violation of state or local criminal law; or

(b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(5) State and local law enforcement agencies may not provide nonpublicly available personal information about an individual, including individuals subject to community custody pursuant to RCW 9.94A.701 and 9.94A.702, to federal immigration authorities in a noncriminal matter, except as required by state or federal law.

(6)(a) State and local law enforcement agencies may not give federal immigration authorities access to interview individuals about a noncriminal matter while they are in custody, except as required by state or federal law, a court order, or by (b) of this subsection.

(b) Permission may be granted to a federal immigration authority to conduct an interview regarding federal immigration violations with a person who is in the custody of a state or local law enforcement agency if the person consents in writing to be interviewed. In order to obtain consent, agency staff shall provide the person with an oral explanation and a written consent form that explains the purpose of the interview, that the interview is voluntary, and that the person may decline to be interviewed or may choose to be interviewed only with the person's attorney present. The form must state explicitly that the person will not be punished or suffer retaliation for declining to be interviewed. The form must be available at least in English and Spanish and explained orally to a person who is unable to read the form, using, when necessary, an interpreter from the district communications center "language line" or other district resources.

(7) An individual may not be detained solely for the purpose of determining immigration status.

(8) An individual must not be taken into custody, or held in custody, solely for the purposes of determining immigration status or based solely on a civil immigration warrant, or an immigration hold request.

(9)(a) To ensure compliance with all treaty obligations, including consular notification, and state and federal laws, on the commitment or detainment of any individual, state and local law enforcement agencies must explain in writing:

(i) The individual's right to refuse to disclose their nationality, citizenship, or immigration status; and

(ii) That disclosure of their nationality, citizenship, or immigration status may result in civil or criminal immigration enforcement, including removal from the United States.

(b) Nothing in this subsection allows for any violation of subsection (4) of this section.

(10) A state and local government or law enforcement agency may not deny services, benefits, privileges, or opportunities to individuals in custody, or under community custody pursuant to RCW **9.94A.701** and **9.94A.702**, or in probation status, on the basis of the presence of an immigration detainer, hold, notification request, or civil immigration warrant, except as required by law or as necessary for classification or placement purposes for individuals in the physical custody of the department of corrections.

(11) No state or local law enforcement officer may enter into any contract, agreement, or arrangement, whether written or oral, that would grant federal civil immigration enforcement authority or powers to state and local law enforcement officers, including but not limited to agreements created under 8 U.S.C. Sec. 1357(g), also known as 287(g) agreements.

(12)(a) No state agency or local government or law enforcement officer may enter into an immigration detention agreement. All immigration detention agreements must be terminated no later than one hundred eighty days after May 21, 2019, except as provided in (b) of this subsection.

(b) Any immigration detention agreement in effect prior to January 1, 2019, and under which a payment was made between July 1, 2017, and December 31, 2018, may remain in effect until the date of completion or December 31, 2021, whichever is earlier.

(13) No state or local law enforcement agency or school resource officer may enter into or renew a contract for the provision of language services from federal immigration authorities, nor may any language services be accepted from such for free or otherwise.

(14) The department of corrections may not give federal immigration authorities access to interview individuals about federal immigration violations while they are in custody, except as required by state or federal law or by court order, unless such individuals consent to be interviewed in writing. Before agreeing to be interviewed, individuals must be advised that they will not be punished or suffer retaliation for declining to be interviewed.

(15) Subsections (3) through (6) of this section do not apply to individuals who are in the physical custody of the department of corrections.

(16) Nothing in this section prohibits the collection, use, or disclosure of information that is:

- (a) Required to comply with state or federal law; or
- (b) In response to a lawfully issued court order.

[ **2019 c 440 § 6.** ]

## NOTES:

**Findings—Construction—Conflict with federal requirements—Effective date—2019 c 440:** See notes following RCW **43.17.425**.





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-118  
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
Finance	Chip Corder	425-556-2189

DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director
Finance	Debbie Keranova	Financial Services Manager

TITLE:

Adoption of the Ordinances to Approve the Refunding of the Limited Tax General Obligation Refunding Bonds, 2013 and the Utility System Revenue Bonds, 2014

- a. Ordinance No. 3043: An Ordinance of the City of Redmond, Washington, Providing for the Issuance and Sale of One or More Series of Limited Tax General Obligation Refunding Bonds in the Aggregate Principal Amount of Not To Exceed \$19,500,000 to Refund Certain Outstanding Limited Tax General Obligations of the City, and to Finance Costs of Issuance of the Bonds; Providing for the Disposition of the Proceeds of Sale of the Bonds; and Delegating Authority to Approve the Final Terms of the Bonds
  
- b. Ordinance No. 3044: An Ordinance of the City of Redmond, Washington, Providing for the Issuance and Sale of One or More Series of Utility System Revenue Refunding Bonds in the Aggregate Principal Amount of Not To Exceed \$16,500,000 to Refund Certain Outstanding Utility System Revenue Bonds of the City, to Make a Deposit to the Reserve Account (If Required), and to Finance Costs of Issuance of the Bonds; Providing the Form, Terms and Covenants of the Bonds; Providing for the Disposition of the Proceeds of Sale of the Bonds; and Delegating Authority to Approve the Final Terms of the Bonds

OVERVIEW STATEMENT:

Interest rates remain at historically low levels, offering opportunities to achieve debt service savings from refunding (i.e., refinancing) outstanding bonds. The City would like to pursue taxable advance refunding of its 2013 Limited Tax General Obligation (LTGO) Bonds and its 2014 Utility Revenue Bonds for an estimated savings of \$3.6 million based on current interest rates. Potential refunding opportunities include the following:

Taxable Advance Refunding of LTGO Bonds, 2013

- The 2013 LTGO debt was issued to refund and defease the outstanding lease revenue bonds originally issued by Redmond Community Properties, a non-profit agency, on behalf of the City. Funds from the bonds were used to

build City Hall, the parking garage, and other enhancements to the City campus. The outstanding principal amount is \$20,165,000, with a final maturity date of December 1, 2035.

**Taxable Advance Refunding of Utility Revenue Bonds, 2014**

- The 2014 Stormwater Capital Improvement Revenue Bonds were issued for the purpose of constructing regional facilities in the Overlake and Downtown areas of the City, and flow control and water quality facilities. Funds from the bonds were also used for stream and habitat restoration projects. The outstanding principal amount is \$17,785,000, with a final maturity date of December 1, 2034.

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

**REQUESTED ACTION:**

- Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Fiscal Policy (Long-Term Debt Policies)  
Debt Manual  
Ordinance No. 2669 (Limited Tax General Obligation Refunding Bonds, 2013)  
Ordinance No. 2743 (Utility System Revenue Bonds, 2014)
- **Required:**  
RCW 39.36, RCW 39.46, and RCW 39.53.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

To maximize current savings potential, staff would like to move forward with taxable advance refunding of the 2013 LTGO Bonds and 2014 Utility System Revenue Bonds. The debt service savings from these potential advance refunding opportunities relates to securing a lower interest rate and shortening the payback period.

Staff recommends that Council adopt the attached ordinances, to authorize issuance of the bonds and to set the terms and conditions for the sale of the bonds.

**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's Fiscal Policy specifies a minimum threshold of 4% net present value (NPV) savings for refunding bond issues. Based on a July 2021 refunding analysis by our Financial Advisor, Public Financial Management, Inc. (PFM), the estimated savings are as follows:

**Taxable Advance Refunding of LTGO Bonds, 2013**

- Net Present Value Savings = \$2.17 million (this is the total estimated savings over the life of the refunding bonds in today's dollars)
- Net Present Value Savings % = 12.68% (this is the total estimated savings over the life of the refunding bonds in percent terms)
- Average Annual Savings = \$171,870
- True Interest Cost = 1.79% (this encompasses the various interest rates of the refunding bonds as well as other costs associated with issuing the bonds) vs. 3.84% for the 2013 LTGO bonds that are being refinanced

**Taxable Advance Refunding of Utility Revenue Bonds, 2014**

- Net Present Value Savings = \$1.45 million (this is the total estimated savings over the life of the refunding bonds in today's dollars)
- Net Present Value Savings % = 10.43% (this is the total estimated savings over the life of the refunding bonds in percent terms)
- Average Annual Savings = \$114,851
- True Interest Cost = 1.75% (this encompasses the various interest rates of the refunding bonds as well as other costs associated with issuing the bonds) vs. 3.26% for the 2014 revenue bonds that are being refinanced

The refunding bonds are tentatively scheduled to be sold at the end of September 2021. The actual savings will depend on market conditions at the time of sale.

**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:**  
Estimated savings of \$3.6 million

**Funding source(s):**  
CIP-Related Revenues  
Stormwater Management Rates

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/13/2021	Study Session	Receive Information
7/27/2021	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 potential sale of these refunding bonds is scheduled to be in October.

**ANTICIPATED RESULT IF NOT APPROVED:**

Council could consider refunding these bonds at a later time. The 2013 LTGO Bonds have a call date of December 1, 2023. The 2014 Revenue Bonds have a call date of December 1, 2024.

**ATTACHMENTS:**

- Ordinance for LTGO Refunding Bonds, 2021
- Ordinance for Utility Revenue Refunding Bonds, 2021



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-118  
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
Finance	Chip Corder	425-556-2189

DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director
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TITLE:

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

**REQUESTED ACTION:**

- Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Fiscal Policy (Long-Term Debt Policies)  
Debt Manual  
Ordinance No. 2669 (Limited Tax General Obligation Refunding Bonds, 2013)  
Ordinance No. 2743 (Utility System Revenue Bonds, 2014)
- **Required:**  
RCW 39.36, RCW 39.46, and RCW 39.53.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

To maximize current savings potential, staff would like to move forward with taxable advance refunding of the 2013 LTGO Bonds and 2014 Utility System Revenue Bonds. The debt service savings from these potential advance refunding opportunities relates to securing a lower interest rate and shortening the payback period.

Staff recommends that Council adopt the attached ordinances, to authorize issuance of the bonds and to set the terms and conditions for the sale of the bonds.

**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's Fiscal Policy specifies a minimum threshold of 4% net present value (NPV) savings for refunding bond issues. Based on a July 2021 refunding analysis by our Financial Advisor, Public Financial Management, Inc. (PFM), the estimated savings are as follows:

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- True Interest Cost = 1.79% (this encompasses the various interest rates of the refunding bonds as well as other costs associated with issuing the bonds) vs. 3.84% for the 2013 LTGO bonds that are being refinanced

Taxable Advance Refunding of Utility Revenue Bonds, 2014

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- Average Annual Savings = \$114,851
- True Interest Cost = 1.75% (this encompasses the various interest rates of the refunding bonds as well as other costs associated with issuing the bonds) vs. 3.26% for the 2014 revenue bonds that are being refinanced

The refunding bonds are tentatively scheduled to be sold at the end of September 2021. The actual savings will depend on market conditions at the time of sale.

**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:**  
Estimated savings of \$3.6 million

**Funding source(s):**  
CIP-Related Revenues  
Stormwater Management Rates

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
7/13/2021	Study Session	Receive Information
7/27/2021	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 potential sale of these refunding bonds is scheduled to be in October.

**ANTICIPATED RESULT IF NOT APPROVED:**

Council could consider refunding these bonds at a later time. The 2013 LTGO Bonds have a call date of December 1, 2023. The 2014 Revenue Bonds have a call date of December 1, 2024.

**ATTACHMENTS:**

- Ordinance for LTGO Refunding Bonds, 2021
- Ordinance for Utility Revenue Refunding Bonds, 2021



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

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$19,500,000 TO REFUND CERTAIN OUTSTANDING LIMITED TAX GENERAL OBLIGATIONS OF THE CITY, AND TO FINANCE COSTS OF ISSUANCE OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SALE OF THE BONDS; AND DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS.

---

WHEREAS, the City of Redmond, Washington (the "City") has outstanding its Limited Tax General Obligation Refunding Bonds, 2013 (the "2013 Bonds"), issued on September 12, 2013 pursuant to Ordinance No. 2699 passed by the City Council (the "Council") on July 16, 2013 (the "2013 Bond Ordinance"), which remain outstanding in the aggregate principal amount of \$20,165,000; and

WHEREAS, the 2013 Bond Ordinance provides that the City may call the 2013 Bonds maturing on or after December 1, 2024 (the "Refunding Candidates") for redemption on or after December 1, 2023, in whole or in part on any date, at a price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, after due consideration it appears to the Council that all or a portion of the Refunding Candidates (the "Refunded Bonds") may be defeased and refunded by proceeds of limited tax

general obligation bonds at a savings to the City and its taxpayers; and

WHEREAS, the Council deems it in the best interest of the City to issue one or more series of limited tax general obligation bonds pursuant to the terms of this ordinance to redeem and defease the Refunded Bonds, and to pay costs of issuing the bonds; and

WHEREAS, the Council wishes to delegate authority to the Finance Director and the Mayor (each, a "Designated Representative"), for a limited time, to approve the interest rates, maturity dates, redemption terms and principal maturities for each series of the bonds within the parameters set by this ordinance; and

WHEREAS, the City expects to receive a proposal from Piper Sandler & Co. (the "Underwriter") and now desires to issue and sell the bonds to the Underwriter as set forth herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN as follows:

Section 1. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this ordinance, have the following meanings, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined:

**Acquired Obligations** means the Government Obligations acquired by the City under the terms of this ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds, but only to the extent that the same are acquired at Fair Market Value.

**Beneficial Owner** means any person that has or shares the power, directly or indirectly to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**Bond Account** means the "City of Redmond, Washington, General Obligation 2021 Bond Account" and the subaccounts therein authorized to be created pursuant to Section 9 of this ordinance.

**Bond Counsel** means Pacifica Law Group LLP, or an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on bonds issued by states and their political subdivisions.

**Bond Purchase Contract** means the contract for the purchase of the Bonds between the Underwriter and the City, executed pursuant to Section 11 of this ordinance.

**Bond Register** means the registration books showing the name, address and tax identification number of each Registered Owner of the Bonds, maintained pursuant to Section 149(a) of the Code.

**Bond Registrar** means, initially, the fiscal agent of the State of Washington, for the purposes of registering and authenticating each series of Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying interest on and principal of the Bonds.

**Bonds** mean the City's Limited Tax General Obligation Refunding Bonds, 2021, authorized to be issued pursuant to this ordinance.

**Call Date** means the date or dates selected by the City and set forth in the Escrow Agreement for redemption of the Refunded Bonds.

**City** means the City of Redmond, Washington, a municipal corporation duly organized and existing by virtue of the laws of the State of Washington.

**City Attorney** means the duly appointed and acting City Attorney of the City, including anyone acting in such capacity for the position, or the successor to the duties of that office.

**City Clerk** means the duly appointed and acting City Clerk of the City or the successor to the duties of that office.

**Closing** means the date of delivery of a series of Bonds to the Underwriter.

**Code** means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise

referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**Commission** means the United States Securities and Exchange Commission.

**Continuing Disclosure Certificate** means one or more written undertakings for the benefit of the owners and Beneficial Owners of the Bonds as required by Section (b) (5) of the Rule.

**Council** or **City Council** means the legislative body of the City as duly and regularly constituted from time to time.

**Designated Representatives** mean the Mayor or Finance Director, or such officer's designee. The signature of one Designated Representative shall be sufficient to bind the City.

**DTC** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 3 of this ordinance.

**Escrow Agent** means the trust company or state or national bank having powers of a trust company selected by the City to serve as escrow agent pursuant to Section 7 of this ordinance

**Escrow Agreement** means the Escrow Deposit Agreement between the City and the Escrow Agent to be dated as of the date of Closing of a series of Bonds.

**Fair Market Value** means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's-length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

**Federal Tax Certificate** means the certificate executed by a Designated Representative setting forth the requirements of the Code for maintaining the tax status of the applicable Tax-Advantaged Bonds or Tax-Exempt Bonds, and attachments thereto.

**Finance Director** means the duly appointed Finance Director of the City or the officer of the City authorized to succeed to the duties of such office.

**Government Obligations** mean those obligations now or hereafter defined as such in chapter 39.53 RCW constituting direct

obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, as such chapter may be hereafter amended or restated.

**Letter of Representations** means the blanket issuer letter of representations from the City to DTC.

**Mayor** means the duly appointed and acting Mayor of the City or the successor to the duties of that office.

**MSRB** means the Municipal Securities Rulemaking Board or any successors to its functions.

**Official Statement** means the disclosure documents prepared and delivered in connection with the issuance of each series of Bonds.

**Record Date** means the close of business for the Bond Registrar that is 15 days preceding any interest and/or principal payment or redemption date.

**Refunded Bonds** mean all or a portion of the Refunding Candidates designated by a Designated Representative for refunding pursuant to this ordinance.

**Refunding Account** means the account by that name established pursuant to Section 7 of this ordinance.

**Refunding Candidates** mean the 2013 Bonds maturing on or after December 1, 2024.

**Registered Owner** means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

**Rule** means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Taxable Bonds** means the Bonds of any series determined to be issued on a taxable basis pursuant to Section 11 of this ordinance.

**Tax-Advantaged Bonds** means the Bonds of any series determined to be issued on a tax-advantaged basis pursuant to Section 11 of this ordinance.

**Tax-Exempt Bonds** means the Bonds of any series determined to be issued on a tax-exempt basis pursuant to Section 11 of this ordinance.

**2013 Bond Ordinance** means the ordinance authorizing the issuance of the 2013 Bonds as described in the recitals of this ordinance.

**2013 Bonds** mean the City's Limited Tax General Obligation Refunding Bonds, 2013, with a dated date of September 12, 2013, issued pursuant to the 2013 Bond Ordinance as described in the recitals of this ordinance.

**Underwriter** means Piper Sandler & Co., or its successors.



Section 2. Authorization of Bonds and Bond Details. For the purpose of refunding and defeasing the Refunded Bonds and paying costs of issuance of the Bonds, the City shall issue and sell one or more series of its limited tax general obligation refunding bonds as set forth herein.

The Bonds shall be general obligations of the City, shall be designated "City of Redmond, Washington, Limited Tax General Obligation Refunding Bonds, 2021" with any such series and additional designation as determined to be necessary by a Designated Representative; shall be dated as of their date of delivery to the Underwriter; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, within a series and maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable on the days and at the rates set forth in the Bond Purchase Contract; and shall mature on the dates and in the principal amounts set forth in such Bond Purchase Contract and as approved by a Designated Representative pursuant to Section 11 of this ordinance.

Section 3. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a Bond Register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds at its designated office. The Bond Registrar may be removed at any time at the option of the Finance Director upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the Finance Director. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of

each Bond as the absolute owner thereof for all purposes (except as provided in this ordinance or the Continuing Disclosure Certificate), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 3(g), but such Bond may be transferred as herein provided. All such payments made as described in Section 3(g) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) DTC Acceptance/Letters of Representations. The Bonds initially shall be held in fully immobilized form by DTC acting as depository. The City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor

depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully immobilized form by a depository, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) Use of Depository.

(1) The Bonds shall be registered initially in the name of "Cede & Co.", as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Finance Director pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as

depository or a determination by the Finance Director to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Finance Director may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds of a series, together with a written request on behalf of the Finance Director, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Finance Director.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository and no substitute depository can be obtained, or (B) the Finance Director determines that it is in the best interest of the beneficial owners of the Bonds that such owners be able to obtain physical Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and such Bonds shall no longer be held by a depository. The

Finance Director shall deliver a written request to the Bond Registrar, together with a supply of physical Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds of a series together with a written request on behalf of the Finance Director to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange

for such surrendered and canceled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer of or to exchange any Bond during the period from the Record Date to the redemption or payment date.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30 day months. For so long as all Bonds are held by a depository, payments of principal and interest thereon shall be made to the Registered Owners as of the Record Date as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer held

by a depository, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the Record Date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least by the Record Date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the designated office of the Bond Registrar.

If any Bond shall be duly presented for payment and funds have not been duly provided by the City on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until it is paid.

Section 4. Redemption Prior to Maturity and Purchase of Bonds.

(a) *Mandatory Redemption of Term Bonds and Optional Redemption, if any.* Each series of Bonds shall be subject to optional redemption to the extent, if any, on the dates, at the prices and under the terms set forth in the Bond Purchase Contract approved by a Designated Representative pursuant to Section 11 of this ordinance. Each series of Bonds shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase



Contract and as approved by a Designated Representative pursuant to Section 11 of this ordinance.

(b) *Purchase of Bonds.* The City reserves the right to purchase any of the Bonds offered to it at any time at a price deemed reasonable by the Finance Director.

(c) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book-entry only form, the selection of particular Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in the following provisions of this subsection (c). If the City redeems at any one time fewer than all of the Bonds having the same maturity date within a series, the particular Bonds or portions of Bonds of such series and maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond of such series and maturity as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond of such series and maturity by \$5,000. In the event that

only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity, series, and interest rate in any of the denominations herein authorized. Notwithstanding the foregoing, the selection of particular Bonds of a series and maturity may be redeemed as provided in the Bond Purchase Contract.

(d) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held in uncertificated form, notice of redemption (which notice may be conditional) shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar will provide any notice of redemption to any Beneficial Owners. Thereafter (if the Bonds are no longer held in uncertificated form), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption may be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption or otherwise) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days

and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

(A) the redemption date,

(B) the redemption price,

(C) if fewer than all outstanding Bonds are to be redeemed, the identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(E) any conditions to redemption, and

(F) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar.

On or prior to any redemption date, unless any condition to such redemption has not been satisfied or waived or notice of such

redemption has been rescinded, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. The City retains the right to rescind any redemption notice and the related optional redemption of Bonds by giving notice of rescission to the affected registered owners at any time on or prior to the scheduled redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain outstanding.

(2) Effect of Notice; Bonds Due. If notice of redemption has been given and not rescinded, or if the conditions set forth in a conditional notice of redemption have been satisfied or waived, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and, if the Bond Registrar then holds sufficient funds to pay such Bonds at the redemption price, then from and after such date such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been

redeemed shall be canceled by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the series and maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to the Continuing Disclosure Certificate and to the Underwriter and with such additional information as the City shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) Amendment of Notice Provisions. The foregoing notice provisions of this Section 4 of this ordinance, including

but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 5. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference.

Section 6. Execution of Bonds. The Bonds of each series shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City, and the seal of the City shall be impressed, imprinted or otherwise reproduced thereon.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form set forth in Exhibit A, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before

the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may be signed and attested on behalf of the City by such persons who at the date of the actual execution of such Bond, are the proper officers of the City, although at the original date of such Bond any such person shall not have been such officer of the City.

Section 7. Plan of Refunding.

(a) *Refunding Plan.* For the purpose of realizing a debt service savings, the City proposes to apply the proceeds of the Bonds to defease and refund the Refunded Bonds as set forth herein. If a Designated Representative determines that it is in the best interest of the City to proceed with the refunding authorized herein, a Designated Representative shall designate all or a portion of the Refunding Candidates as Refunded Bonds and such designation shall be set forth in the Bond Purchase Contract. A portion of the proceeds of Bonds shall be deposited with the Escrow Agent pursuant to the Escrow Agreement to be used immediately upon receipt thereof to defease the Refunded Bonds as authorized by the

2013 Bond Ordinance and to pay costs of issuance of the Bonds, as applicable.

The net proceeds deposited with the Escrow Agent shall be used to defease the Refunded Bonds and discharge the obligations thereon by maintaining the net proceeds in cash or by the purchase of certain Government Obligations (which obligations so purchased, are herein called "Acquired Obligations"), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

(1) interest on the Refunded Bonds as such becomes due on and prior to the selected Call Date; and

(2) the redemption price (100% of the principal amount) of the Refunded Bonds on the selected Call Date.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

(b) *Escrow Agent/Escrow Agreement.* The Designated Representatives are hereby authorized to appoint an escrow agent for the Refunded Bonds (the "Escrow Agent"). A beginning cash balance, if any, and the Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to



defeasance the Refunded Bonds. The proceeds of the applicable series of Bonds remaining after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and costs of issuance of such Bonds.

In order to carry out the purposes of this section, the Finance Director is authorized and directed to execute and deliver the Escrow Agreement to the Escrow Agent.

(c) *Call for Redemption of Refunded Bonds.* The City is hereby authorized to irrevocably set aside sufficient funds out of the purchase of Acquired Obligations from proceeds of each series of Bonds to make the payments described above.

The City is hereby authorized to irrevocably call the Refunded Bonds for redemption on the applicable Call Date in accordance with the 2013 Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the issuance of each series of Bonds and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of defeasance and/or redemption of the Refunded Bonds in accordance with the 2013 Bond Ordinance. The

costs of publication of such notices shall be an expense of the City.

The Escrow Agent is hereby authorized and directed to pay to the Finance Director, or, at the direction of the Finance Director, to the paying agent for the Refunded Bonds, sums sufficient to pay, when due, the payments specified in this Section 7. All such sums shall be paid from the moneys and Acquired Obligations deposited with the Escrow Agent, and the income therefrom and proceeds thereof. All such sums so paid to or to the order of the Finance Director shall be credited to the Refunding Account hereby authorized to be created by the City. All moneys and Acquired Obligations deposited with the Escrow Agent and any income therefrom shall be held, invested (but only at the direction of the Finance Director) and applied in accordance with the provisions of this ordinance and with the laws of the State for the benefit of the City and owners of the Refunded Bonds.

The City will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

Section 8. Tax Covenants. The City will take all actions necessary to assure the tax-advantaged status on Tax-Advantaged Bonds, and/or exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners of the Tax-Exempt Bonds to the same

extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Advantaged or Tax-Exempt Bonds, including but not limited to the following to the extent applicable:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Project.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the projects refinanced with proceeds of the Tax-Exempt Bonds (the "Tax Exempt Projects") other than in the ordinary course of an established government program under Treasury Regulation 1.141-2(d)(4) or (ii) any real property components of the Tax-Exempt Projects, unless it has received an opinion of Bond Counsel to the effect that such disposition will not adversely affect the treatment of interest on the Tax-Exempt Bonds as excludable from gross income for federal income tax purposes, as applicable.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Tax-Exempt Bonds to be

"federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section applies to the Tax-Exempt Bonds.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action concerning the proceeds of the Tax-Exempt Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt Bonds are redeemed and refunded, the City will

retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(h) *Compliance with Federal Tax Certificates.* In the event the City issues one or more series of Tax-Advantaged Bonds eligible for federal tax credits, a federal interest subsidy, or other subsidy, the City will comply with the provisions of the Federal Tax Certificate setting forth or incorporating applicable requirements.

The City will comply with the provisions of the Federal Tax Certificate with respect to the applicable Tax-Exempt Bonds or Tax-Advantaged Bonds, which are incorporated herein as if fully set forth herein. In the event of any conflict between this section and the Tax Certificate, the provisions of the Tax Certificate will prevail. Additional tax covenants as necessary or desirable for any series of Bonds may be set forth in the Tax Certificate for that series of Bonds.

The covenants of this section will survive the payment in full or defeasance of the applicable Tax-Exempt Bonds or Tax-Advantaged Bonds.

Section 9. Bond Account and Provision for Tax Levy Payments.

The City hereby authorizes the creation of an account to be used for the payment of debt service on the Bonds, designated as the "City of Redmond, Washington, General Obligation 2021 Bond Account" (the "Bond Account"), and within such account separate subaccounts as determined to be necessary by the Finance Director, for the purpose of paying debt service on the Bonds. No later than the date each payment of principal of and/or interest on the Bonds matures or becomes due and payable, the City shall transmit sufficient funds, from the Bond Account or from other legally available sources to the Bond Registrar for the payment of such principal and/or interest. Money in the Bond Account not needed to pay the interest or principal next coming due may temporarily be deposited in legal investments for City funds, but only to the extent that the same are acquired, valued, and disposed of at Fair Market Value.

The City hereby irrevocably covenants and agrees for as long as any of the Bonds are outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bonds as the same shall become due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the regular property tax levy permitted to cities without a vote of the electorate, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bonds as the same shall become due.

Section 10. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Bond Account, or in another special account, cash or noncallable Government Obligations, or any combination of cash and/or noncallable Government Obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable Government Obligations are irrevocably set aside and pledged for

such purpose, then no further payments need be made into the Bond Account for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from the Bond Account, or such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

The City shall give written notice of defeasance to the Registered Owner(s) of the Bonds and to each party entitled to receive notice in accordance with the Continuing Disclosure Certificate.

Section 11. Sale of Bonds.

(a) *Bond Sale.* The Bonds of each series shall be sold by negotiated sale to the Underwriter pursuant to the terms of the Bond Purchase Contract executed in connection with the issuance of such series of Bonds. The Council has determined that it would be in the best interest of the City to delegate to the Designated Representatives for a limited time the authority to approve the selection of Refunded Bonds (if any) to be refunded with proceeds of a series of Bonds; to approve the final interest rates, aggregate principal amount, principal amounts of each maturity, and redemption rights for each series of Bonds; and to determine



whether such series of Bonds will be issued and sold as Tax-Advantaged Bonds, Tax-Exempt Bonds or Taxable Bonds.

Subject to the terms and conditions set forth in this Section 11, each Designated Representative is hereby authorized to enter into a Bond Purchase Contract with the Underwriter to issue and sell the Bonds of each series upon the Designated Representative's approval of the final interest rates, maturity dates, aggregate principal amounts, principal maturities, and redemption rights set forth therein for the Bonds in accordance with the authority granted by this section so long as the aggregate principal amount of the Bonds does not exceed \$19,500,000 and:

(1) the final maturity date for each series of Bonds is no later than December 1, 2035;

(2) the aggregate purchase price for the Bonds of a series shall not be less than 98% and not greater than 130% of the aggregate stated principal amount of the Bonds, excluding any original issue discount;

(3) the interest rate for each series of Bonds does not exceed 5.00%.

(4) the true interest cost for each series of Bonds issued as Tax-Exempt Bonds (in the aggregate) does not exceed 2.75%;

(5) the true interest cost for each series of Bonds issued as Taxable Bonds or Tax-Advantaged Bonds (in the aggregate) does not exceed 2.75%;

(6) the Bonds are sold for a price that results in a minimum aggregate net present value debt service savings over the Refunded Bonds to be refunded of at least 4.00%; and

(7) the Bonds conform to all other terms of this ordinance.

Subject to the terms and conditions set forth in this section, each Designated Representative is hereby authorized to execute the Bond Purchase Contract. The signature of one Designated Representative shall be sufficient to bind the City.

Following the execution of a Bond Purchase Contract, a Designated Representative shall provide a report to the Council describing the final terms of the applicable series of Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this section shall expire on February 1, 2022. If a Bond Purchase Contract for the Bonds has not been executed by such date, the authorization for the issuance of the Bonds shall be rescinded, and the Bonds shall not be issued nor their sale approved unless such Bonds shall have been re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of

such Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a bond purchase contract or establishing terms and conditions for the authority delegated under this section.

(b) *Delivery of Bonds; Documentation.* Following the passage and approval of this ordinance and upon execution of a Bond Purchase Contract, the proper officials of the City, including the Finance Director, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the Underwriter and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds in accordance with the terms of this ordinance and the Bond Purchase Contract.

Section 12. Preliminary and Final Official Statements. The Finance Director is hereby authorized to deem final the preliminary Official Statement relating to the Bonds for the purposes of the Rule. The Finance Director is further authorized to approve for purposes of the Rule, on behalf of the City, the final Official Statement relating to the issuance and sale of the Bonds and the distribution of the final Official Statement pursuant thereto with such changes, if any, as may be deemed to be appropriate.

Section 13. Undertaking to Provide Ongoing Disclosure. The City covenants to execute and deliver at the time of Closing of the Bonds a Continuing Disclosure Certificate. The Designated Representatives are hereby authorized to execute and deliver a Continuing Disclosure Certificate upon the issuance, delivery, and sale of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interests of the City.

Section 14. Lost, Stolen or Destroyed Bonds. In case any Bond or Bonds shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a new Bond or Bonds of like date, series, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon his/her filing with the City evidence satisfactory to the City that such Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City and/or the Bond Registrar with indemnity satisfactory to the City and the Bond Registrar.

Section 15. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and

agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 16. Effective Date. This ordinance shall take effect from and after its passage and five days following its publication as required by law.

Section 17. Corrections by Clerk. Upon approval of the City Attorney and Bond Counsel, and without further action of the Council, the Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Adopted by the Redmond City Council at a regular meeting thereof held this 17th of August, 2021.

CITY OF REDMOND

By \_\_\_\_\_  
Angela Birney, Mayor

ATTEST

\_\_\_\_\_  
Cheryl Xanthos,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
SIGNED BY THE CITY MAYOR: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO. \_\_\_\_\_

EXHIBIT A

FORM OF BOND

[DTC LANGUAGE]

UNITED STATES OF AMERICA

NO. \_\_\_\_\_

\$ \_\_\_\_\_

STATE OF WASHINGTON

CITY OF REDMOND

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2021

INTEREST RATE:                      MATURITY DATE:              CUSIP NO.:

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:

The City of Redmond, Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from \_\_\_\_\_, 20\_\_\_\_, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on \_\_\_\_\_, and semiannually thereafter on the first days of each succeeding \_\_\_\_\_ and \_\_\_\_\_.

Both principal of and interest on this bond are payable in lawful money of the United States of America. The fiscal agent of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. \_\_\_\_\_ duly passed by the City Council on August 17, 2021 (the "Bond Ordinance").

Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is one of an authorized issue of bonds of like date, tenor, rate of interest and date of maturity, except as to number and amount in the aggregate principal amount of \$\_\_\_\_\_ and is issued pursuant to the Bond Ordinance to provide funds to pay the cost of defeasing and refunding certain limited tax general obligation bonds of the City and paying costs of issuance for the Bonds.

The bonds of this issue are [not] subject to redemption prior to their stated dates of maturity as provided for in the Bond Purchase Contract.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The bonds of this issue have not been designated by the City as "qualified tax-exempt obligations" for investment by financial institutions under Section 265(b) of the Code.

The pledge of tax levies for payment of principal of and interest on the bonds may be discharged prior to maturity of the bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist and to have happened, been done and performed precedent to and in the issuance of this bond exist and have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any



constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Redmond, Washington has caused this bond to be executed by the manual or facsimile signatures of the Mayor and City Clerk and the seal of the City imprinted, impressed or otherwise reproduced hereon as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF REDMOND, WASHINGTON

[SEAL]

By           /s/ manual or facsimile            
Mayor

ATTEST:

          /s/ manual or facsimile            
City Clerk

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_, 20\_\_\_\_\_

This is one of the Limited Tax General Obligation Refunding Bonds, 2021 of the City of Redmond, Washington, dated \_\_\_\_\_, 20\_\_.

WASHINGTON STATE FISCAL  
AGENT, as Registrar

By \_\_\_\_\_  
Authorized Signer

CERTIFICATE

I, the undersigned, City Clerk of the City of Redmond, Washington (the "City") and keeper of the records of the City Council (the "City Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. \_\_\_ of the City Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 17th day of August, 2021.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, including but not limited to Washington State Governor Inslee's emergency proclamation No. 20-28 issued on March 24, 2020, as amended and supplemented, temporarily suspending portions of the Open Public Meetings Act (chapter 42.30 RCW); that due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

3. That the Ordinance has not been amended, supplemented, or rescinded since its passage and is in full force and effect, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF UTILITY SYSTEM REVENUE REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,500,000 TO REFUND CERTAIN OUTSTANDING UTILITY SYSTEM REVENUE BONDS OF THE CITY, TO MAKE A DEPOSIT TO THE RESERVE ACCOUNT (IF REQUIRED), AND TO FINANCE COSTS OF ISSUANCE OF THE BONDS; PROVIDING THE FORM, TERMS AND COVENANTS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SALE OF THE BONDS; AND DELEGATING AUTHORITY TO APPROVE THE FINAL TERMS OF THE BONDS.

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WHEREAS, the City of Redmond, Washington (the "City"), owns, maintains and operates a combined water and sewerage system, which combined systems comprise the waterworks utility of the City, and a storm and surface water drainage system; and

WHEREAS, pursuant to Ordinance No. 2423 adopted by the City Council on November 18, 2008, the City combined its storm and surface water drainage system with the waterworks utility of the City, as such utilities may be added to, improved or extended from time to time (as combined, the "System") for borrowing purposes; and

WHEREAS, the City has issued its Utility System Revenue Bonds, 2014 (the "2014 Bonds" and the "Outstanding Parity Bonds"), dated July 24, 2014, pursuant to Ordinance No. 2743 passed by the City Council (the "Council") on June 17, 2014 (the "2014 Parity Bond

Ordinance”), which remain outstanding in the aggregate principal amount of \$17,785,000; and

WHEREAS, the 2014 Parity Bond Ordinance provides that the City may call the 2014 Bonds maturing on or after December 1, 2025 (the “Refunding Candidates”) for redemption on or after December 1, 2024, in whole or in part on any date, at a price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, the 2014 Parity Bond Ordinance provides that additional utility system revenue bonds may be issued on a parity of lien with the Outstanding Parity Bonds if certain conditions are met; and

WHEREAS, after due consideration it appears to the Council that all or a portion of the Refunding Candidates (the “Refunded Bonds”) may be defeased and refunded by proceeds of utility system revenue refunding bonds at a savings to the City and its taxpayers; and

WHEREAS, the Council deems it in the best interest of the City to issue and sell revenue bonds on a parity of lien with the Outstanding Parity Bonds in the aggregate principal amount of not to exceed \$16,500,000 to redeem and defease the Refunded Bonds, and to pay costs of issuing the bonds; and

WHEREAS, the Council wishes to delegate authority to the Finance Director and the Mayor (each, a “Designated

Representative"), for a limited time, to approve the interest rates, maturity dates, redemption terms and principal maturities for each series of the bonds within the parameters set by this ordinance; and

WHEREAS, the City expects to receive a proposal from Piper Sandler & Co. (the "Underwriter") and now desires to issue and sell the refunding bonds to the Underwriter as set forth herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN as follows:

Section 1.      Definitions.

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this ordinance, have the following meanings, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined:

**Accreted Value** means (a) with respect to any Capital Appreciation Bonds, as of any date of calculation, the sum of the amount set forth in the ordinance authorizing their issuance as the amount representing the initial principal amount of such Capital Appreciation Bonds plus the interest accumulated, compounded and unpaid thereon as of the most recent compounding date, or (b) with respect to Original Issue Discount Bonds, as of the date of calculation, the amount representing the initial public offering price of such Original Issue Discount Bonds plus the

amount of discounted principal that has accreted since their date of issue. In each case, the Accreted Value shall be determined in accordance with the provisions of the ordinance authorizing the issuance of such Capital Appreciation Bonds.

**Acquired Obligations** mean the Government Obligations acquired by the City under the terms of this ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds, but only to the extent that the same are acquired at Fair Market Value.

**Annual Debt Service** means the total amount of Debt Service for any Parity Bond or series of Parity Bonds in any fiscal year or Base Period.

**Average Annual Debt Service** means, as of its date of calculation, the sum of Annual Debt Service with respect to all Parity Bonds outstanding (including all Parity Bonds maturing in the fiscal year of calculation) for all fiscal years during which those Parity Bonds are scheduled to remain outstanding, divided by the number of those fiscal years (without regard to bond years).

**Balloon Maturity Bonds** mean any Future Parity Bonds that are so designated in the ordinance pursuant to which they are issued.

**Base Period** means any consecutive 12-month period selected by the City out of the 24-month period next preceding the date of issuance of an additional series of Future Parity Bonds.



**Beneficial Owner** means any person that has or shares the power, directly or indirectly to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**Bond Account** means the special account of the City known as the "Waterworks Utility Revenue Bond Account."

**Bond Counsel** means Pacifica Law Group LLP or an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on bonds issued by states and their political subdivisions.

**Bond Purchase Contract** means the contract for the purchase of the Bonds between the Underwriter and the City, executed pursuant to Section 15 of this ordinance.

**Bond Register** means the registration books showing the name, address and tax identification number of each Registered Owner of the Bonds, maintained pursuant to Section 149(a) of the Code.

**Bond Registrar** means, initially, the fiscal agent of the State, for the purposes of registering and authenticating each series of Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying interest on and principal of the Bonds.

**Bonds** mean the City's Utility System Revenue Refunding Bonds, 2021, authorized to be issued pursuant to this ordinance.

**Call Date** means the date or dates selected by the City and set forth in the Escrow Agreement for redemption of the Refunded Bonds.

**Capital Appreciation Bonds** mean any Future Parity Bonds all or a portion of the interest on which is compounded, accumulated and payable only upon redemption or on the maturity date of such Capital Appreciation Bonds. If so provided in the ordinance authorizing their issuance, Future Parity Bonds may be deemed to be Capital Appreciation Bonds for only a portion of their term. On the date on which Future Parity Bonds no longer are Capital Appreciation Bonds, they shall be deemed outstanding in a principal amount equal to their Accreted Value.

**City** means the City of Redmond, Washington, a municipal corporation duly organized and existing by virtue of the laws of the State.

**City Attorney** means the duly appointed and acting City Attorney of the City, including anyone acting in such capacity for the position, or the successor to the duties of that office.

**City Clerk** means the duly appointed and acting City Clerk of the City or the successor to the duties of that office.

**Closing** means the date of delivery of a series of Bonds to the Underwriter.

**Code** means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**Commission** means the United States Securities and Exchange Commission.

**Continuing Disclosure Certificate** means one or more written undertakings for the benefit of the owners and Beneficial Owners of the Bonds as required by Section (b) (5) of the Rule.

**Contract Resource Obligation** means (a) the obligation of the City to pay "Member Charges," as defined in and pursuant to the Amended and Restated Cascade Water Alliance Interlocal Contract, dated as of December 15, 2004, as now in existence and as the same may be amended in the future in a manner binding on the City; and (b) any other obligation of the City, designated as a Contract Resource Obligation and entered into pursuant to Section 19 of this ordinance, to make payments for water or sewer supply, transmission or other commodity or service to another person or

entity (including, without limitation a separate utility system, created pursuant to Section 18 of this ordinance).

**Contract Revenue** means payments made to the City during any fiscal period of the City by a Rated Customer under contract with the City pursuant to which the Rated Customer receives services from the System and the payments are either required or available to be used to pay debt service on Parity Bonds.

**Coverage Requirement** means Net Revenue in each fiscal year at least equal to 120% of the amounts required in such fiscal year to be paid as scheduled Debt Service on all Parity Bonds, subtracting from scheduled Debt Service (1) the amount of ULID Assessments collected in such fiscal year and (2) Debt Service Offsets. Furthermore, in determining compliance with the Coverage Requirement, Net Revenues are subject to adjustment to reflect the following:

(a) It is the intent of the City that regularly scheduled net payments under Parity Derivative Products be reflected in the calculation of Debt Service with respect to the associated Parity Bonds and not as adjustments to Gross Revenue or Operations and Maintenance Costs; and

(b) Gross Revenue and Operations and Maintenance Costs may be adjusted, regardless of then applicable generally accepted accounting principles, for certain items (e.g., to omit unrealized

gains or losses in investments) to more fairly reflect the System's annual operating performance.

**Covered Bonds** mean the Outstanding Parity Bonds; the Bonds, if designated by a Designated Representative as Covered Bonds pursuant to Section 15; and those Future Parity Bonds designated in the ordinance authorizing their issuance as Covered Bonds secured by the Reserve Account.

**Council** or **City Council** means the legislative body of the City as duly and regularly constituted from time to time.

**Credit Facility** means any bond insurance policy surety bond, guaranty, letter of credit, standby bond purchase agreement or other similar credit and/or liquidity support facility providing for or securing the payment of all or part of the principal or purchase price of and interest on any evidences of indebtedness secured by the Net Revenue, issued by an institution which has been assigned a credit rating at the time of issuance of the facility in one of the two highest rating categories of any Rating Agency (without regard to any gradations within a rating category).

**Debt Service** means, for any period of time:

(a) With respect to any outstanding Original Issue Discount Bonds or Capital Appreciation Bonds which are not designated as Balloon Maturity Bonds in the ordinance authorizing their issuance, the principal amount thereof shall be equal to the

Accreted Value thereof maturing or scheduled for redemption in such period, and the interest payable during such period;

(b) With respect to any outstanding Fixed Rate Bonds, an amount equal to (1) the principal amount of such Fixed Rate Bonds due or subject to mandatory redemption during such period and for which no sinking fund installments have been established, (2) the amount of any payments required to be made during such period into any sinking fund established for the payment of any such Fixed Rate Bonds, plus (3) all interest payable during such period on any such outstanding Fixed Rate Bonds and with respect to Fixed Rate Bonds with mandatory sinking fund requirements, calculated on the assumption that mandatory sinking fund installments will be applied to the redemption or retirement of such Fixed Rate Bonds on the date specified in the ordinance authorizing such Fixed Rate Bonds; and

(c) With respect to all other Parity Bonds (other than Fixed Rate Bonds, Original Issue Discount Bonds or Capital Appreciation Bonds), specifically including, but not limited to, Balloon Maturity Bonds and Parity Bonds bearing variable rates of interest, an amount for any period equal to the amount which would have been payable for principal and interest on such Parity Bonds during such period computed on the assumption that the amount of Parity Bonds as of the date of such computation would be amortized (1) in

accordance with the mandatory redemption provisions, if any, set forth in the ordinance authorizing the issuance of such Parity Bonds, or if mandatory redemption provisions are not provided, during a period commencing on the date of computation and ending on the date 30 years after the date of issuance, (2) at an interest rate equal to the yield to maturity equal to the higher of (i) the average of the SIFMA Municipal Swap Index over the 60 month period immediately preceding the date of computation, or (ii) the average of the SIFMA Municipal Swap Index over the 12 month period immediately preceding the date of computation, as determined within ten days prior to the date of computation or, if such computation is being made in connection with the certificate required by Section 16(a) (5) hereof, then within ten days prior to the date of such certificate, (iii) to provide for essentially level annual debt service of principal and interest over such period.

Debt Service shall be computed net of any interest funded out of Parity Bond proceeds. Debt Service shall include reimbursement obligations to providers of Credit Facilities to the extent authorized by ordinance. It is the City's intent that regularly scheduled payments to be made by or received by the City under Parity Derivative Products shall be added to and deducted from, respectively, Debt Service with respect to Parity Bonds associated

with such Parity Derivative Product, to the extent authorized by ordinance.

**Debt Service Offsets** mean (a) Contract Revenues if and to the extent that such Contract Revenues are deposited into the Bond Account during a fiscal period, and (b) receipts of the City that are not included in Gross Revenue and that are legally available to pay debt service on Parity Bonds, including without limitation federal interest subsidy payments, designated as such by the City.

**Designated Representatives** mean the Mayor or Finance Director, or such officer's designee. The signature of one Designated Representative shall be sufficient to bind the City.

**DTC** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 of this ordinance.

**Escrow Agent** means the trust company or state or national bank having powers of a trust company selected by the City to serve as escrow agent pursuant to Section 8 of this ordinance

**Escrow Agreement** means the Escrow Deposit Agreement between the City and the Escrow Agent to be dated as of the date of Closing of a series of Bonds.

**Fair Market Value** means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide,



arm's-length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

**Federal Tax Certificate** means the certificate executed by a Designated Representative setting forth the requirements of the Code for maintaining the tax status of the applicable Tax-Advantaged Bonds or Tax-Exempt Bonds, and attachments thereto.

**Finance Director** means the duly appointed Finance Director of the City or the officer of the City authorized to succeed to the duties of such office.

**Fixed Rate Bonds** mean those Parity Bonds other than Capital Appreciation Bonds, Original Issue Discount Bonds or Balloon Maturity Bonds issued under an ordinance in which the rate of interest on such Parity Bonds is fixed and determinable through their final maturity or for a specified period of time. If so provided in the ordinance authorizing their issuance, Parity Bonds

may be deemed to be Fixed Rate Bonds for only a portion of their term.

**Future Parity Bonds** mean all revenue bonds and other obligations of the City for borrowed money (including, without limitation, financing leases) issued or incurred after the date of the issuance of the Bonds, the payment of which constitutes a lien and charge on the Net Revenue and ULID Assessments equal in rank with the lien and charge upon such revenue and assessments required to be paid into the Bond Account to pay and secure the payment of the principal of and interest on the Bonds.

**Government Obligations** mean those obligations now or hereafter defined as such in chapter 39.53 RCW constituting direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, as such chapter may be hereafter amended or restated.

**Gross Revenue** means all of the earnings and revenues received by the City from the maintenance and operation of the System and connection and capital improvement charges collected for the purpose of defraying the cost of capital facilities of the System, including investment earnings, but excluding government grants, proceeds from the sale of System property, City taxes collected by or through the System, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow

fund created to defease or refund System obligations (until commingled with other earnings and revenues of the System) or held in a special account for the purpose of paying a rebate to the United States Government under the Code, and revenue from any Separate System. Gross Revenue shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as Operations and Maintenance Costs; provided, however, that Gross Revenue shall not include ULID Assessments. For purposes of determining compliance with the Coverage Requirement, Gross Revenue shall not include Contract Revenue and other Debt Service Offsets as determined by the City. Amounts withdrawn from the Rate Stabilization Account shall increase Gross Revenue for the period in which they are withdrawn, and amounts deposited in the Rate Stabilization Account shall reduce Gross Revenue for the period during which they are deposited. Credits to or from the Rate Stabilization Account that occur within 90 days after the end of a fiscal year may be treated as occurring within such fiscal year.

**Independent Utility Consultant** means a professional consultant experienced with municipal utilities of comparable size and character to the System.

**Letter of Representations** means the blanket issuer letter of representations from the City to DTC.

**Maximum Annual Debt Service** means the highest dollar amount of Annual Debt Service in any fiscal year or Base Period for all outstanding Parity Bonds and/or for all subordinate lien evidences of indebtedness secured by the Net Revenue, as the context requires.

**Maximum Reserve Requirement** means the maximum dollar amount permitted by the Internal Revenue Code of 1986, as amended, including applicable regulations thereunder, to be allocated to a reserve account from tax-exempt bond proceeds without requiring a balance to be invested at a restricted yield.

**Mayor** means the duly appointed and acting Mayor of the City or the successor to the duties of that office.

**MSRB** means the Municipal Securities Rulemaking Board or any successors to its functions.

**Net Revenue** means Gross Revenue less Operations and Maintenance Costs. In calculating Net Revenue, the City shall not take into account any non-cash gains or losses with respect to any real or personal property, investment or agreement that it may be required to recognize under generally accepted accounting principles, such as unrealized mark-to-market gains and losses.

**Official Statement** means the disclosure documents prepared and delivered in connection with the issuance of each series of Bonds.

**Operations and Maintenance Costs** means all reasonable expenses incurred by the City in causing the System to be operated and maintained in good repair, working order and condition, including without limitation payments of premiums for insurance on the System; costs incurred in connection with the acquisition of water or the securing of water rights; payments to any public or private entity for water service, sewage treatment and disposal service or other utility service in the event that the City combines such service into the combined utility system and enters into a contract for such service, including pro-rata budget allocations or charges for the City's administration expenses where those represent a reasonable distribution and share of actual costs; and any State-imposed taxes; and Contract Resource Obligations, to the extent provided in Section 19 of this ordinance. Operations and Maintenance Costs shall exclude depreciation, taxes levied or imposed by the City, payments-in-lieu-of-taxes paid to the City, capital additions and capital replacements to the System.

**Original Issue Discount Bonds** mean Parity Bonds which are sold at an initial public offering price of less than 95% of their face value and which are specifically designated as Original Issue Discount Bonds in the ordinance authorizing their issuance.

**Other Derivative Product** means a payment agreement between the City and a counterparty permitted under chapter 39.96 RCW, as amended from time to time, or any successor statute, which is not a Parity Derivative Product.

**Outstanding Parity Bonds** mean, as of the date of this ordinance, the 2014 Bonds.

**Parity Bonds** mean the Outstanding Parity Bonds, the Bonds and any Future Parity Bonds.

**Parity Derivative Product** means a payment agreement between the City and a counterparty satisfying the requirements of chapter 39.96 RCW, as amended from time to time, or any successor statute, obligating the City to make regularly scheduled payments to the counterparty on a parity with the payment of debt service on Parity Bonds.

**Parity Requirement** means Net Revenues equal to or greater than:

(a) 125% of Maximum Annual Debt Service for all Parity Bonds computed by deducting from Annual Debt Service the Annual Debt Service for each series or issue of Parity Bonds that is covered by ULID Assessments, and

(b) 100% of Maximum Annual Debt Service for all subordinate lien evidences of indebtedness secured by Net Revenue.

In determining the amount of Annual Debt Service "covered by ULID Assessments", Annual Debt Service for each future year is reduced by the dollar amount of ULID Assessments projected to be received during such future year, and the remaining outstanding ULID Assessments are assumed to be paid in the remaining number of annual installments with no prepayments.

**Permitted Investments** mean investments that are legal investments for the City at the time of such investment.

**Principal and Interest Account** means the account of that name created in the Bond Account for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

**Rate Stabilization Account** means the special fund of the City known as the "Waterworks Utility Rate Stabilization Account."

**Rated Customer** means a user of the System that is rated in one of the two highest Rating Categories by any Rating Agency throughout the entire applicable fiscal period of the City.

**Rating Agency** means any nationally recognized securities rating agency rating any of the Parity Bonds at the request of the City.

**Record Date** means the close of business for the Bond Registrar that is 15 days preceding any interest and/or principal payment or redemption date.

**Refunded Bonds** mean all or a portion of the Refunding Candidates designated by a Designated Representative for refunding pursuant to this ordinance.

**Refunding Account** means the account by that name established pursuant to Section 8 of this ordinance.

**Refunding Candidates** mean the 2014 Bonds maturing on or after December 1, 2025.

**Registered Owner** means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

**Reserve Account** means the account of that name created in the Bond Account for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

**Reserve Account Credit Facility** means any bond insurance policy, surety bond, guaranty, letter of credit or other similar credit support facility deposited into (a) the Reserve Account to provide for or secure the payment of all or part of the principal of and interest on the Covered Bonds, or (b) any other reserve account created in the future to secure the payment of debt service on other Future Parity Bonds, in either case, issued by an institution which has been assigned a credit rating at the time of issuance of the facility in one of the two highest rating



categories of any Rating Agency (without regard to any gradations within a rating category).

**Reserve Requirement** means the dollar amount to be calculated with respect to all Covered Bonds and separately with respect to other Parity Bonds.

(a) With respect to Covered Bonds, the Reserve Requirement shall be equal to the least of:

- (1) Maximum Annual Debt Service for Covered Bonds,
- (2) 10% of the initial principal amount of Covered Bonds of each series, and

(3) 125% of average Annual Debt Service for Covered Bonds; provided, however, that the dollar amount required to be contributed, if any, as a result of the issuance of a series of Future Parity Bonds shall not be greater than the Maximum Reserve Requirement. If the dollar amount required to be contributed at the time of issuance of a series of Future Parity Bonds exceeds the Maximum Reserve Requirement, then the amount required to be contributed shall be equal to the Maximum Reserve Requirement.

(b) With respect to other series of Parity Bonds, the Reserve Requirement shall be equal to the amount, if any, specified in the ordinance authorizing the issuance of that series of Parity Bonds.

The Reserve Requirement shall be adjusted accordingly and remain in effect until the earlier of (i) at the City's option, a payment of principal of Parity Bonds or (ii) the issuance of a subsequent series of Future Parity Bonds (when the Reserve Requirement shall be recalculated).

**Rule** means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Separate System** means (a) the City's existing urban planned development water and wastewater system serving the Novelty Hill service area located outside the current City limits; and (b) any other water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired or constructed by the City as provided in Section 18 of this ordinance.

**SIFMA Municipal Swap Index** means The Securities Industry and Financial Markets Association Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., a Thompson Financial Services Company, or its successor, or as otherwise designated by The Securities Industry and Financial Markets Association; provided, however, that, if such index is no longer produced by Municipal Market Data, Inc., a Thompson

Financial Services Company, or its successor, then "SIFMA Municipal Swap Index" shall mean such other reasonably comparable index selected by the City.

**Significant Wholesale Customer** means any person, firm, corporation or municipal corporation under any executed contract for water or other utility service, the revenue from which contract comprises 10% or more of the overall Gross Revenue of the System.

**State** means the State of Washington.

**Stormwater Operations Fund** means the Stormwater Operations Fund of the City.

**System** means, for so long as any of the Parity Bonds are outstanding: (a) the water supply and distribution system of the City, as it now exists and including all additions, betterments and extensions at any time made; (b) the sanitary sewage collection, treatment and disposal system of the City, as it now exists and including all additions, betterments and extensions at any time made; (c) any storm and surface water drainage system of the City, as it now exists and including all additions, betterments and extensions at any time made; and (d) any other system or utility, that may lawfully be combined with the foregoing. The System shall not include any Separate System of the City.

**Taxable Bonds** mean the Bonds of any series determined to be issued on a taxable basis pursuant to Section 15 of this ordinance.

**Tax-Advantaged Bonds** mean the Bonds of any series determined to be issued on a tax-advantaged basis pursuant to Section 15 of this ordinance.

**Tax-Exempt Bonds** mean the Bonds of any series determined to be issued on a tax-exempt basis pursuant to Section 15 of this ordinance.

**Term Bonds** mean Parity Bonds that are subject to mandatory redemption prior to their scheduled maturity date or dates.

**2014 Bonds** mean the City's Utility System Revenue Bonds, 2014, with a dated date of July 24, 2014, issued pursuant to the 2014 Parity Bond Ordinance as described in the recitals of this ordinance.

**2014 Parity Bond Ordinance** means the ordinance authorizing the issuance of the 2014 Bonds as described in the recitals of this ordinance.

**ULID** means utility local improvement district.

**ULID Assessments** mean the assessments levied in all ULIDs, the assessments in which are payable into the Bond Account, and shall include installments thereof and interest and any penalties thereon.

**Underwriter** means Piper Sandler & Co., or its successors.

**Water & Wastewater Operations Fund** means the Water & Wastewater Operations Fund of the City.

**Waterworks Utility Operations Funds** mean the Water & Wastewater Operations Fund and the Stormwater Operations Fund, which have been combined for borrowing purposes.

Section 2. Compliance with Parity Conditions. The 2014 Parity Bond Ordinance that authorized the issuance of the Outstanding Parity Bonds provides that the City may issue Future Parity Bonds upon compliance with certain conditions. The City Council hereby finds, as required by the 2014 Parity Bond Ordinance, as follows:

*First,* the Bonds are being issued for the purpose of refunding outstanding Parity Bonds;

*Second,* this ordinance provides that all ULID Assessments (including interest on those assessments) imposed in any ULID created for the purpose of paying in whole or in part the principal of and interest on the Bonds is to be paid directly into the Bond Account;

*Third,* this ordinance provides for the payment of the principal of and interest on the Bonds out of the Bond Account;

*Fourth,* the City is not in default with respect to any of its obligations under the 2014 Parity Bond Ordinance; and

*Fifth,* this ordinance provides for the deposit into the Reserve Account funds in the amount necessary to satisfy the Reserve Requirement upon the issuance of the Bonds.

Sixth, at the time of issuance of the Bonds the City shall have on file a certificate satisfying the parity requirements of the 2014 Parity Bond Ordinance.

The parity conditions contained in the 2014 Parity Bond Ordinance having been complied with or assured, the payments required in this ordinance to be made out of the Waterworks Utility Operations Funds into the Bond Account and the accounts held therein to pay and secure the payment of the principal of and interest on the Bonds shall constitute a lien and charge upon the money in such Waterworks Utility Operations Funds equal in rank with the lien and charge thereon for the payments required to be made into the Bond Account to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds.

Section 3. Authorization of Bonds and Bond Details. For the purpose of refunding and defeasing the Refunded Bonds, funding the Reserve Account, if necessary, and paying costs of issuance of the Bonds, the City shall issue and sell one or more series of its utility system revenue refunding bonds in the aggregate principal amount of not to exceed \$16,500,000 (the "Bonds").

The Bonds shall be designated "City of Redmond, Washington, Utility System Revenue Refunding Bonds, 2021" with any such series and additional designation as determined to be necessary by a Designated Representative; shall be dated as of their date of

delivery to the Underwriter; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, within a series and maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable on the days and at the rates set forth in the Bond Purchase Contract; and shall mature on the dates and in the principal amounts set forth in such Bond Purchase Contract and as approved by a Designated Representative pursuant to Section 15 of this ordinance.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a Bond Register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds at its designated office. The Bond Registrar may be removed at any time at the option of the Finance Director upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the Finance Director. No resignation or removal of the Bond

Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in this ordinance or the Continuing Disclosure Certificate), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 4(g), but such Bond may be transferred as herein provided. All such payments made as described in Section 4(g) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held in fully immobilized form by DTC acting as depository. The City has executed and delivered to DTC a Blanket



Issuer Letter of Representations. Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully immobilized form by a depository, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) Use of Depository.

(1) The Bonds shall be registered initially in the name of "Cede & Co.", as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding

to the total principal therein designated to mature on such date. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Finance Director pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Finance Director to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Finance Director may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds of a series, together with a written request on behalf of the Finance Director, issue a single new Bond for each maturity then outstanding, registered in the

name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Finance Director.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository and no substitute depository can be obtained, or (B) the Finance Director determines that it is in the best interest of the beneficial owners of the Bonds that such owners be able to obtain physical Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and such Bonds shall no longer be held by a depository. The Finance Director shall deliver a written request to the Bond Registrar, together with a supply of physical Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds of a series together with a written request on behalf of the Finance Director to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar

with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and canceled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer of or to exchange any Bond during the period from the Record Date to the redemption or payment date.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other

capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30 day months. For so long as all Bonds are held by a depository, payments of principal and interest thereon shall be made to the Registered Owners as of the Record Date as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer held by a depository, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the Record Date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least by the Record Date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the designated office of the Bond Registrar.

If any Bond shall be duly presented for payment and funds have not been duly provided by the City on such applicable date,

then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until it is paid.

Section 5. Redemption Prior to Maturity and Purchase of Bonds.

(a) *Mandatory Redemption of Term Bonds and Optional Redemption, if any.* Each series of Bonds shall be subject to optional redemption to the extent, if any, on the dates, at the prices and under the terms set forth in the Bond Purchase Contract approved by a Designated Representative pursuant to Section 15 of this ordinance. Each series of Bonds shall be subject to mandatory redemption to the extent, if any, set forth in the Bond Purchase Contract and as approved by a Designated Representative pursuant to Section 15 of this ordinance.

(b) *Purchase of Bonds.* The City reserves the right to purchase any of the Bonds offered to it at any time at a price deemed reasonable by the Finance Director.

(c) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book-entry only form, the selection of particular Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in

the following provisions of this subsection (c). If the City redeems at any one time fewer than all of the Bonds having the same maturity date within a series, the particular Bonds or portions of Bonds of such series and maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond of such series and maturity as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond of such series and maturity by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity, series, and interest rate in any of the denominations herein authorized. Notwithstanding the foregoing, the selection of particular Bonds of a series and maturity may be redeemed as provided in the Bond Purchase Contract.

(d) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held in uncertificated form, notice of redemption (which notice may be

conditional) shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar will provide any notice of redemption to any Beneficial Owners. Thereafter (if the Bonds are no longer held in uncertificated form), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption may be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption or otherwise) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by series and maturity (and, in the



case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(E) any conditions to redemption, and

(F) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar.

On or prior to any redemption date, unless any condition to such redemption has not been satisfied or waived or notice of such redemption has been rescinded, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. The City retains the right to rescind any redemption notice and the related optional redemption of Bonds by giving notice of rescission to the affected registered owners at any time on or prior to the scheduled redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain outstanding.

(2) Effect of Notice; Bonds Due. If notice of redemption has been given and not rescinded, or if the conditions set forth in a conditional notice of redemption have been satisfied or waived, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and, if the Bond Registrar then holds sufficient funds to pay such Bonds at the redemption price, then from and after such date such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all

Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the series and maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to the Continuing Disclosure Certificate and to the Underwriter and with such additional information as the City shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) Amendment of Notice Provisions. The foregoing notice provisions of this Section 5 of this ordinance, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference.

Section 7. Execution of Bonds. The Bonds of each series shall be executed on behalf of the City with the manual or

facsimile signatures of the Mayor and City Clerk of the City, and the seal of the City shall be impressed, imprinted or otherwise reproduced thereon.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form set forth in Exhibit A, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may be signed and attested on behalf of the City by such persons who at the date of the actual execution of such Bond, are the proper officers of the City, although at the original date of such Bond any such person shall not have been such officer of the City.

Section 8. Application of Bond Proceeds; Plan of Refunding.

(a) *Application of Bond Proceeds.* Proceeds of the Bonds, net of any underwriter's discount or compensation, shall be disbursed as follows:

(1) The amount necessary to carry out the plan of refunding for the 2014 Bonds that are selected for refunding and designated as Refunded Bonds shall be transferred to the Escrow Agent and used as provided herein and in the Escrow Agreement;

(2) The amount necessary, if any, to satisfy the Reserve Requirement shall be deposited into the Reserve Account; and

(3) The remaining proceeds of the Bonds shall be transferred to the Escrow Agent or deposited with the City and used to pay costs of issuance of the Bonds as set forth in the closing memorandum prepared in connection with the issuance of the Bonds.

Any part of the proceeds of the Bonds remaining after such disbursements are made may be transferred to the Bond Account.

(b) *Refunding Plan.* For the purpose of realizing a debt service savings, the City proposes to apply proceeds of the Bonds to defease and refund the Refunded Bonds as set forth herein. If a Designated Representative determines that it is in the best

interest of the City to proceed with the refunding authorized herein, a Designated Representative shall designate all or a portion of the Refunding Candidates as Refunded Bonds and such designation shall be set forth in the Bond Purchase Contract. A portion of the proceeds of Bonds shall be deposited with the Escrow Agent pursuant to the Escrow Agreement to be used immediately upon receipt thereof to defease the Refunded Bonds as authorized by the 2014 Parity Bond Ordinance and to pay costs of issuance of the Bonds, as applicable.

The net proceeds deposited with the Escrow Agent shall be used to defease the Refunded Bonds and discharge the obligations thereon by maintaining the net proceeds in cash or by the purchase of certain Government Obligations (which obligations so purchased, are herein called "Acquired Obligations"), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

(1) interest on the Refunded Bonds as such becomes due on and prior to the selected Call Date; and

(2) the redemption price (100% of the principal amount) of the Refunded Bonds on the selected Call Date.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations

relating to acquired obligations in connection with refunding bond issues.

(b) *Escrow Agent/Escrow Agreement.* The Designated Representatives are hereby authorized to appoint an escrow agent for the Refunded Bonds (the "Escrow Agent"). A beginning cash balance, if any, and the Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the applicable series of Bonds remaining after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and costs of issuance of such Bonds.

In order to carry out the purposes of this section, the Finance Director is authorized and directed to execute and deliver the Escrow Agreement to the Escrow Agent.

(c) *Call for Redemption of Refunded Bonds.* The City is hereby authorized to irrevocably set aside sufficient funds out of the purchase of Acquired Obligations from proceeds of each series of Bonds to make the payments described above.

The City is hereby authorized to irrevocably call the Refunded Bonds for redemption on the applicable Call Date in accordance with the 2014 Parity Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the issuance of each series of Bonds and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of defeasance and/or redemption of the Refunded Bonds in accordance with the 2014 Parity Bond Ordinance. The costs of publication of such notices shall be an expense of the City.

The Escrow Agent is hereby authorized and directed to pay to the Finance Director, or, at the direction of the Finance Director, to the paying agent for the Refunded Bonds, sums sufficient to pay, when due, the payments specified in this section. All such sums shall be paid from the moneys and Acquired Obligations deposited with the Escrow Agent, and the income therefrom and proceeds thereof. All such sums so paid to or to the order of the Finance Director shall be credited to the Refunding Account hereby authorized to be created by the City. All moneys and Acquired Obligations deposited with the Escrow Agent and any income therefrom shall be held, invested (but only at the direction of the Finance Director) and applied in accordance with the provisions of this ordinance and with the laws of the State for the benefit of the City and owners of the Refunded Bonds.



The City will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

Section 9. Payments into Bond Account. There has been previously created and established a special fund of the City known as the "Waterworks Utility Revenue Bond Account" (the "Bond Account"). The Bond Account is divided into two sub-accounts, a Principal and Interest Account and a Reserve Account.

(a) So long as any Parity Bonds are outstanding against the Bond Account, the City obligates and binds itself to set aside and pay into the Bond Account all ULID Assessments and, out of the Net Revenue, certain fixed amounts without regard to any fixed proportion, namely:

(1) Into the Principal and Interest Account on or before each debt service payment date an amount which, together with ULID Assessments and other money on deposit therein, will be sufficient to pay the debt service on all outstanding Parity Bonds coming due and payable on that next debt service payment date, including mandatory redemption amounts due on that date with respect to any Term Bonds, and to pay regularly scheduled net payments on Parity Derivative Products; and

(2) Into the Reserve Account at least annually an amount that, together with other money and Reserve Account Credit

Facilities on deposit therein, will equal the Reserve Requirement for all Covered Bonds.

(b) The Reserve Account has been established in the Bond Account to serve as a common reserve securing the repayment of the Covered Bonds. The Outstanding Parity Bonds and the Bonds are Covered Bonds.

On the date of issue of the Bonds, the City shall deposit available funds of the City into the Reserve Account to satisfy, together with funds currently on deposit therein, the Reserve Requirement for all Covered Bonds as of the date of issue of the Bonds.

The City covenants and agrees that it will at all times maintain in the Reserve Account an amount (including the value of all Reserve Account Credit Facilities deposited therein) equal to the Reserve Requirement for all Covered Bonds, except for withdrawals as authorized in this subsection, until there is a sufficient amount in the Principal and Interest Account and Reserve Account to pay the principal of and interest on all outstanding Covered Bonds, at which time the money in the Reserve Account may be used to pay any such principal and interest so long as the money remaining on deposit in the Reserve Account is not less than the Reserve Requirement calculated based on the remaining outstanding Covered Bonds. If there are sufficient funds in the Bond Account

to pay all outstanding Covered Bonds and the Reserve Requirement as to those outstanding Covered Bonds is met, excess money in the Bond Account may be used for any System purpose.

In the event that the amounts in the Principal and Interest Account are insufficient to make any debt service payment on any outstanding Covered Bonds, amounts shall be withdrawn from the Reserve Account to make up that deficiency. Any deficiency created in the Reserve Account by reason of such a withdrawal shall then be made up from Net Revenue and from ULID Assessment payments, but only after necessary provision has been made for Operations and Maintenance Costs and for the required payments into the Principal and Interest Account.

(c) All money in the Bond Account may be kept in cash; deposited with an institution (as permitted by law) in an amount in each institution not greater than the amount insured by any department or agency of the United States Government; or invested in Permitted Investments or other legal investments permitted to the City maturing not later than the date when needed (for investments in the Principal and Interest Account) or the last maturity of any outstanding Covered Bonds (for investments in the Reserve Account). Income from investments in the Principal and Interest Account shall be deposited in that account. Income from investments in the Reserve Account shall be deposited in that

account until the amount therein is equal to the Reserve Requirements of all Covered Bonds, and thereafter shall be deposited in the Principal and Interest Account.

(d) The City may create sinking fund accounts or other accounts in the Bond Account for the payment or securing the payment of Parity Bonds as long as the maintenance of such accounts does not conflict with the rights of the owners of Parity Bonds.

(e) It is declared that in creating the Bond Account and in fixing the amounts to be paid into it as aforesaid, the City Council has had due regard for Operations and Maintenance Costs and the debt service requirements of the outstanding Parity Bonds, and declares that it is not setting aside into the Bond Account a greater amount than in its judgment will be available over and above such Operations and Maintenance Costs and the debt service requirements of the outstanding Parity Bonds.

If the City fails to set aside and pay into the Bond Account the amounts set forth above, the owner of any of the outstanding Parity Bonds may bring action against the City and compel the setting aside and payment.

Section 10.     Rate Stabilization Account.     There has been previously created and established a special fund of the City known as the "Waterworks Utility Rate Stabilization Account." The City may at any time, as determined by the Finance Director and

consistent with this ordinance, deposit into the Rate Stabilization Account amounts from Gross Revenue and any other money received by the System and available to be used for that purpose, excluding principal proceeds of any Future Parity Bonds. The Finance Director may at any time withdraw money from the Rate Stabilization Account for inclusion in the Net Revenue for the current fiscal year of the System. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the fiscal year for which the deposit or withdrawal will be included as Net Revenue.

Earnings from investments in the Rate Stabilization Account shall be deposited in that account and shall not be included as Net Revenue unless and until withdrawn from that account as provided in this section. The Finance Director may also deposit earnings from investments in the Rate Stabilization Account into any System fund or account as authorized by ordinance, and such deposits shall be included as Net Revenue in the year of deposit.

No deposit shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant fiscal year.

Section 11. Finding as to Sufficiency of Revenue, Pledge of Revenue and Lien Position. The City Council finds and determines that the Gross Revenue and benefits to be derived from

the operation and maintenance of the System at the rates to be charged for service from the System will be more than sufficient to meet all Operations and Maintenance Costs and to permit the setting aside into the Bond Account of the amounts of Net Revenue that, together with ULID Assessments, will be sufficient to pay the principal of and interest on the Parity Bonds when due. The Net Revenue and all ULID Assessments are pledged for the payment of the Bonds and all Future Parity Bonds. This pledge shall constitute a lien and charge upon the Net Revenue and ULID Assessments prior and superior to any other liens, and charges whatsoever.

Section 12.     Covenants. The City covenants and agrees with the owner of each of the Bonds as follows:

(a) It will establish, maintain, revise as necessary, and collect such rates and charges for the services furnished by the System (including those furnished under contract with wholesale customers) such that Net Revenue will be sufficient to at least equal the Coverage Requirement.

(b) It will at all times maintain and keep the System in good repair, working order and condition, and also will at all times operate such utility and the business in connection therewith in an efficient manner and at a reasonable cost.

(c) It will collect promptly all ULID Assessments, which shall be deposited into the Bond Account and shall be used to pay and secure the payment of the principal of and interest on the Parity Bonds. Such assessments may be used to pay the principal or interest on any Parity Bonds without those assessments being particularly allocated to the payment of principal of or interest on any particular series of Parity Bonds. Nothing in this ordinance or this section shall be construed to prohibit the City from issuing water, sewer or water and sewer revenue bonds junior in lien to the Parity Bonds and pledging as security for their payment assessments levied in any ULID which may have been specifically created to pay part of the cost of improvements to the System for which those junior lien bonds were specifically issued.

(d) It will not sell, lease, mortgage or in any manner encumber or dispose of all the property of the System unless provision is made for payment into the Bond Account of a sum sufficient to pay the principal of and interest on all outstanding Parity Bonds. Furthermore, it will not sell, lease, mortgage, or in any manner encumber or dispose of any part of the property of the System that is used, useful and material to its operation, unless provision is made (a) for the replacement of that portion of the System, or (b) for the payment into the Bond Account of an

amount bearing the same ratio to the par amount of outstanding Parity Bonds as the amount of Net Revenue available for debt service derived during the preceding 12-month period from that portion of the System bears to the total Net Revenue available for debt service for such bonds for the same period. Any such money so paid into the Bond Account shall be used to retire outstanding Parity Bonds at the earliest possible date and may be invested to the same extent and in the same manner as provided for the investment of money in the Reserve Account until so used.

(e) While any of the Parity Bonds remain outstanding it will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish the owner or owners of the Parity Bonds or any subsequent owner or owners thereof, at the written request of such owner or owners, complete operating and income statements of the System in reasonable detail covering any fiscal year. It will grant any owner or owners of at least twenty-five percent of the outstanding Parity Bonds the right at all reasonable times to inspect the entire System and all records, accounts and data relating thereto, and upon request of any owner of any of the Parity Bonds a copy of the most recently completed audit of the System accounts by the State Auditor of Washington.



(f) It will not furnish any service of the System free of charge to any customer whatsoever.

(g) It will at all times carry fire and such other forms of insurance on such of the buildings, equipment, facilities and properties of the System as are ordinarily carried on such buildings, equipment, facilities, and properties by utilities engaged in the operation of similar utility systems to the full insurable value thereof, and also will carry adequate public liability insurance (and war risk insurance if available at reasonable rates) at all times. The premiums on such insurance policies are declared to be a normal part of Operations and Maintenance Costs.

(h) It will pay all Operations and Maintenance Costs and otherwise meet the obligations of the City as herein set forth.

(i) It will not change any rate or charge for services of the System as is now established by the existing rate resolution or resolutions of the City, or any contract with a Significant Wholesale Customer, if such change would substantially reduce the annual Net Revenue below that which would have been obtained before such change unless the City has on file a certificate from an Independent Utility Consultant, stating that after such change, the Net Revenue will remain sufficient to comply with all the

covenants and requirements of this ordinance, including the Coverage Requirement.

(j) Except as provided in Section 16, the City will not create any special fund or funds for the payment of the principal of and interest on any other revenue obligations which will have any priority over or which will rank on a parity with the payments required by this ordinance to be made out of the Net Revenue and ULID Assessments, nor will it issue Parity Bonds except as permitted pursuant to Section 16 hereof.

Section 13.     Tax Covenants. The City will take all actions necessary to assure the tax-advantaged status on Tax-Advantaged Bonds, and/or exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners of the Tax-Exempt Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Advantaged or Tax-Exempt Bonds, including but not limited to the following to the extent applicable:

(a) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) *Limitations on Disposition of Project.* The City will not sell or otherwise transfer or dispose of (i) any personal property components of the projects refinanced with proceeds of the Tax-Exempt Bonds (the "Tax Exempt Projects") other than in the ordinary course of an established government program under Treasury Regulation 1.141-2(d)(4) or (ii) any real property components of the Tax-Exempt Projects, unless it has received an opinion of Bond Counsel to the effect that such disposition will not adversely affect the treatment of interest on the Tax-Exempt Bonds as excludable from gross income for federal income tax purposes, as applicable.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Tax-Exempt Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section applies to the Tax-Exempt Bonds.

(e) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action concerning the proceeds of the Tax-Exempt

Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The City will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and canceled.

(g) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(h) *Compliance with Federal Tax Certificates.* In the event the City issues one or more series of Tax-Advantaged Bonds eligible for federal tax credits, a federal interest subsidy, or other subsidy, the City will comply with the provisions of the Federal Tax Certificate setting forth or incorporating applicable requirements.

The City will comply with the provisions of the Federal Tax Certificate with respect to the applicable Tax-Exempt Bonds or Tax-Advantaged Bonds, which are incorporated herein as if fully set forth herein. In the event of any conflict between this section and the Tax Certificate, the provisions of the Tax Certificate will prevail. Additional tax covenants as necessary or desirable for any series of Bonds may be set forth in the Tax Certificate for that series of Bonds.

The covenants of this section will survive the payment in full or defeasance of the applicable Tax-Exempt Bonds or Tax-Advantaged Bonds.

Section 14. Refunding or Defeasance of Parity Bonds. The City may issue refunding bonds pursuant to the laws of the State or use money available from any other lawful source to pay when due the principal of and interest on any Parity Bonds, or any portion thereof included in a refunding or defeasance plan (the "Defeased Bonds"), and to redeem and retire, refund or defease such Defeased Bonds and to pay the costs of such refunding or defeasance.

If the City deposits irrevocably with an escrow agent money and/or Government Obligations sufficient in amount, together with the earnings thereon, to pay the principal of and premium, if any, on such Defeased Bonds, together with all interest accruing thereon

to the due date or redemption date, and pays or makes provision for payment of all fees, costs and expenses of that escrow agent due or to become due with respect to the Defeased Bonds, all liability of the System with respect to the Defeased Bonds shall cease, the Defeased Bonds shall be deemed not to be outstanding hereunder and the Registered Owners of the Defeased Bonds shall be restricted exclusively to the money or Government Obligations so deposited, together with any earnings thereon, for any claim of whatsoever nature with respect to the Defeased Bonds, and that escrow agent shall hold such money, Government Obligations and earnings in trust exclusively for those Registered Owners and such money, Government Obligations and earnings shall not secure any other Parity Bonds under this ordinance. After establishing such an escrow account, the City may apply any money in any other fund or account established for the payment or redemption of the Defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then outstanding. Defeased Bonds shall be excluded from computation of the Coverage Requirement and other covenants under this ordinance.

The City shall give written notice of defeasance to the Registered Owner(s) of the Bonds and to each party entitled to

receive notice in accordance with the Continuing Disclosure Certificate.

Section 15.      Sale of Bonds.

(a) *Bond Sale.* The Bonds of each series shall be sold by negotiated sale to the Underwriter pursuant to the terms of the Bond Purchase Contract executed in connection with the issuance of such series of Bonds. The Council has determined that it would be in the best interest of the City to delegate to the Designated Representatives for a limited time the authority to approve the selection of Refunded Bonds (if any) to be refunded with proceeds of a series of Bonds; to approve the final interest rates, aggregate principal amount, principal amounts of each maturity, and redemption rights for each series of Bonds; to determine whether such series of Bonds will be issued and sold as Tax-Advantaged Bonds, Tax-Exempt Bonds or Taxable Bonds; and to determine whether such series of Bonds will be designated as Covered Bonds.

Subject to the terms and conditions set forth in this Section 15, each Designated Representative is hereby authorized to enter into a Bond Purchase Contract with the Underwriter to issue and sell the Bonds of each series upon the Designated Representative's approval of the final interest rates, maturity dates, aggregate principal amounts, principal maturities, and redemption rights set

forth therein for the Bonds in accordance with the authority granted by this section so long as the aggregate principal amount of the Bonds does not exceed \$16,500,000 and:

(1) the final maturity date for each series of Bonds is no later than December 1, 2034;

(2) the aggregate purchase price for the Bonds of a series shall not be less than 98% and not greater than 130% of the aggregate stated principal amount of the Bonds, excluding any original issue discount;

(3) the interest rate for each series of Bonds does not exceed 5.00%.

(4) the true interest cost for each series of Bonds issued as Tax-Exempt Bonds (in the aggregate) does not exceed 2.75%;

(5) the true interest cost for each series of Bonds issued as Taxable Bonds or Tax-Advantaged Bonds (in the aggregate) does not exceed 2.75%;

(6) the Bonds are sold for a price that results in a minimum aggregate net present value debt service savings over the Refunded Bonds to be refunded of at least 4.00%; and

(7) the Bonds conform to all other terms of this ordinance.

Subject to the terms and conditions set forth in this section, each Designated Representative is hereby authorized to execute the



Bond Purchase Contract. The signature of one Designated Representative shall be sufficient to bind the City.

Following the execution of a Bond Purchase Contract, a Designated Representative shall provide a report to the Council describing the final terms of the applicable series of Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Representatives by this section shall expire on February 1, 2022. If a Bond Purchase Contract for the Bonds has not been executed by such date, the authorization for the issuance of the Bonds shall be rescinded, and the Bonds shall not be issued nor their sale approved unless such Bonds shall have been re-authorized by ordinance of the Council. The ordinance re-authorizing the issuance and sale of such Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance approving a bond purchase contract or establishing terms and conditions for the authority delegated under this section.

(b) *Delivery of Bonds; Documentation.* Following the passage and approval of this ordinance and upon execution of a Bond Purchase Contract, the proper officials of the City, including the Finance Director, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bonds to the Underwriter and further to execute all closing certificates

and documents required to effect the closing and delivery of the Bonds in accordance with the terms of this ordinance and the Bond Purchase Contract.

Section 16. Future Parity Bonds; Subordinate Lien Obligations.

(a) The City may issue Future Parity Bonds only for lawful System purposes and only if the following conditions are met and complied with at the time of the issuance of those Future Parity Bonds:

(1) The ordinance providing for the issuance of such Future Parity Bonds must provide that all ULID Assessments (including interest on those assessments) imposed in any ULID created for the purpose of paying in whole or in part the principal of and interest on such Future Parity Bonds is to be paid directly into the Bond Account;

(2) The ordinance authorizing those Future Parity Bonds must provide for the payment of the principal of and interest thereon out of the Bond Account;

(3) The City shall not be in default with respect to any of its obligations under this ordinance or any ordinance authorizing any then-outstanding Parity Bonds.

(4) The applicable ordinance authorizing those Future Parity Bonds must provide for the deposit into the Reserve Account

(in the case of Covered Bonds) or any other applicable reserve account of any combination of Future Parity Bond proceeds, Reserve Account Credit Facilities or other money legally available, in the amount necessary (if any) to make the amount on deposit in the Reserve Account or other applicable reserve account equal to the applicable Reserve Requirement upon the issuance of those Future Parity Bonds.

(5) Except as provided in Section 16(b) hereof, there shall be on file with the City a certificate (prepared as described in Section 16(c) or Section 16(d) hereof) demonstrating fulfillment of the Parity Requirement, commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued no longer will be paid from the proceeds of such series of Future Parity Bonds.

(b) The certificate described in Section 16(a)(5) hereof shall not be required as a condition to the issuance of Future Parity Bonds:

(1) If the Future Parity Bonds being issued are for the purpose of refunding outstanding Parity Bonds (including incidental costs and costs related to the sale and issuance thereof and providing for any applicable Reserve Requirement); or

(2) If the Future Parity Bonds are being issued to pay costs of construction of facilities of the System for which Future Parity Bonds have been issued previously and the principal amount of such Future Parity Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Parity Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a certificate of the Finance Director, and there is delivered a written certificate of the Mayor stating that the nature and purpose of such facilities has not materially changed.

(c) If required pursuant to Section 16(a)(5) hereof, a certificate may be delivered by the City (executed by the Finance Director) without an Independent Utility Consultant if Net Revenues for the Base Period (confirmed by an audit) demonstrate that the Parity Requirement will be fulfilled commencing with the first full fiscal year following the date on which any portion of interest on the series of Future Parity Bonds then being issued will not be paid from the proceeds of such series of Future Parity Bonds.

(d) Unless compliance with the requirements of Section 16(a)(5) hereof have been satisfied as provided in Section 16(c) hereof, compliance with the Parity Requirement shall be

demonstrated conclusively by a certificate of an Independent Utility Consultant.

In making the computations of Net Revenues for the purpose of certifying compliance with the Parity Requirement, the Independent Utility Consultant shall use as a basis the Net Revenues (which may be based upon unaudited financial statements of the City if the applicable audit has not yet been completed) for the Base Period. Such Net Revenues shall be determined by adding the following:

(1) The historical net revenue of the System for the Base Period being issued as determined by an Independent Utility Consultant.

(2) The net revenue derived from those customers of the System that have become customers during such 12-month period or thereafter and prior to the date of such certificate, adjusted to reflect a full year's net revenue from each such customer to the extent such net revenue was not included as described in Section 16(d) (1) hereof.

(3) The estimated annual net revenue to be derived from any person, firm, association, private or municipal corporation under any executed contract for service, which net revenue was not included in any of the sources of net revenue described in this Section 16(d).

(4) The estimated annual net revenue to be derived from the operation of any additions or improvements to or extensions of the System under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which net revenue is not otherwise included in any of the sources of net revenue described in this Section 16(d).

(5) The estimated annual net revenue to be derived from the operation of any additions and improvements to or extensions of the System being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

(6) Transfers into or out of the Rate Stabilization Account pursuant to Section 10 hereof may be taken into account, and those amounts may be added to or deducted from Net Revenues, as applicable.

In the event the System will not derive any revenue as a result of the construction of the additions, improvements or extensions being made or to be made to the System within the provisions of Sections 16(d) (4) and 16(d) (5) hereof, the estimated normal Operations and Maintenance Costs (excluding any transfer of money to other funds of the City and license fees, taxes and payments in lieu of taxes payable to the City) of such additions,

improvements and extensions shall be deducted from estimated annual net revenue.

The words "historical net revenue" or "net revenue" as used in this Section 16(d) shall mean the Gross Revenue or any part or parts thereof less the normal expenses of maintenance and operation of the System or any part or parts thereof, but before depreciation.

Such "historical net revenue" or "net revenue" shall be adjusted to reflect the rates and charges effective on the date of such certificate if there has been any change in such rates and charges during or after such 12-consecutive-month period.

(e) Nothing contained in this Section 16 shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Net Revenue of the System junior or inferior to the payments required by this ordinance to be made out of such Net Revenue to pay and secure the payment of any outstanding Parity Bonds. Such junior or inferior obligations shall not be subject to acceleration. This prohibition against acceleration shall not be deemed to prohibit mandatory tender or other tender provisions with respect to variable rate obligations or to prohibit the payment of a termination amount with respect to an Other Derivative Product or a Parity Derivative Product.

(f) Nothing contained in this Section 16 shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment of which moneys are not otherwise available.

Section 17. Derivative Products. The City hereby reserves the right to enter into Parity Derivative Products and Other Derivative Products. The City may amend this ordinance to accommodate new or modified definitions of Debt Service in connection with a Parity Derivative Product, to implement the City's intent that regularly scheduled payments made by or received by the City in connection with a Parity Derivative Product be added to or deducted from, respectively, Debt Service on such Parity Bonds. The City may amend this ordinance to reflect the lien position and priority of any payments made in connection with a Parity Derivative Product or Other Derivative Product; provided, however, that any lien to secure regularly scheduled payments made in connection with a Parity Derivative Product may not be prior to the lien of the Parity Bonds and that any lien to secure any other payments under Parity Derivative Products and all payments under any Other Derivative Products must be subordinate to the lien of Parity Bonds. If the City enters into a Parity Derivative Product, the City shall not be required to satisfy the conditions set forth in Section 16 of this ordinance with respect to the Parity Derivative Product provided that the conditions set forth in



Section 16 of this ordinance are satisfied with respect to the associated Parity Bonds. Each Parity Derivative Product shall set forth the manner in which the City's and its counterparty's payments are to be calculated and a schedule of payment dates.

Section 18. Separate Utility Systems. The City may create, acquire, construct, finance, own and operate one or more additional systems for water supply, sewer service, water, sewage or stormwater transmission, treatment or other commodity or utility service. The revenue of that Separate System, and any ULID Assessments payable solely with respect to improvements to a Separate System, shall not be included in the Gross Revenue and may be pledged to the payment of revenue obligations issued to purchase, construct, condemn or otherwise acquire or expand the Separate System. Neither the Gross Revenue nor the Net Revenue may be pledged to the payment of any obligations of a separate utility Separate System except that the Net Revenue may be pledged on a basis subordinate to the lien of the Parity Bonds.

Section 19. Contract Resource Obligations. The City may at any time enter into one or more contracts or other obligations for the acquisition, from facilities to be constructed, of water, sewer or storm water supply, transmission, treatment or other commodity or service relating to the System. The City may determine that such contract or other obligation is a Contract

Resource Obligation, and may provide that all payments under that Contract Resource Obligation (including payments prior to the time that water, sewer or storm water supply, transmission, treatment or other commodity or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Expenses if the following requirements are met at the time such Contract Resource Obligation is entered into:

(a) The City shall not be in default with respect to any of its obligations under this ordinance or the ordinances authorizing the then-outstanding Parity Bonds.

(b) There shall be on file a certificate of an Independent Utility Consultant stating that (1) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply, transmission, treatment or other service rendered; (2) the source of any new supply, and any facilities to be constructed to provide the supply, transmission, treatment or other service, are sound from a water, sewer or storm water or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission or other service no later than a date set forth in the Independent Utility Consultant's certification; and

(3) the Net Revenue computed in the manner described in Section 16 of this ordinance (further adjusted by the Independent Utility Consultant's estimate of the payments to be made in accordance with the Contract Resource Obligation) for the five fiscal years following the year in which the Contract Resource Obligation is incurred, as such Net Revenue is estimated by the Independent Utility Consultant (with such estimate based on such factors as he or she considers reasonable), will be at least equal to 1.20 times the Annual Debt Service (after deducting ULID Assessments allocated to the years in which they would be received if the unpaid balance of each ULID Assessment roll were paid in the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the ULID Assessment roll).

Payments required to be made under Contract Resource Obligations shall not be subject to acceleration.

Nothing in this Section 19 shall be deemed to prevent the City from entering into other agreements for the acquisition of water supply, transmission, treatment or other commodity or service from existing facilities and from treating those payments as Operation and Maintenance Expenses of the System so long as such service is actually being supplied. Nothing in this Section 19 shall be deemed to prevent the City from entering into

other agreements for the acquisition of water, sewer or storm water supply, transmission, treatment or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on Net Revenue subordinate to that of Parity Bonds.

Section 20.     Flow of Funds.   The Net Revenue shall be used for the following purposes only and shall be applied in the following order of priority:

(a)   To make when due the required payments into the Principal and Interest Account in respect of interest on the Parity Bonds and, without duplication, to make regularly scheduled payments due with respect to any Parity Derivative Product.

(b)   To make when due the required payments into the Principal and Interest Account in respect of principal of and premium, if any, on the Parity Bonds, whether at maturity or pursuant to redemption prior to maturity, and to make payments due under any reimbursement agreement with a provider of a Credit Facility for any Parity Bonds that requires those payments to be made on a parity with the Parity Bonds.

(c)   To make when due all payments required to be made into the Reserve Account for the Covered Bonds, all payments required to be made into any other reserve account created in the future to secure the payment of debt service on other Future Parity Bonds,

and all payments required to be made under any reimbursement agreement with a provider of a Reserve Account Credit Facility that requires those payments to be made on a parity with the payments required to be made into the Reserve Account or such other reserve account created in the future to secure the payment of debt service on other Future Parity Bonds.

(d) To make when due all payments required to be made under any reimbursement agreement with a provider of a Credit Facility for any Parity Bonds other than payments to be made on a parity with the Parity Bonds, and all payments required to be made under any reimbursement agreement with a provider of a Reserve Account Credit Facility other than payments to be made on a parity with the payments to be made into the Reserve Account or such other reserve account created in the future to secure the payment of debt service on other Future Parity Bonds, in any priority not inconsistent with this ordinance that the City may hereafter establish by ordinance.

(e) To make when due the payments required to be made into any revenue bond, note, warrant or other revenue obligation redemption fund, debt service account or reserve account created to pay and secure the payment of any revenue bonds, warrants, notes or other obligations of the System having a charge upon the Net Revenue junior and inferior to the charge thereon for the payment

of the principal of and premium (if any), and interest on the Parity Bonds, or under any reimbursement agreement with a provider of a Credit Facility or reserve account credit facility therefor, and all regularly scheduled payments due pursuant to an Other Derivative Product, as set forth in such Other Derivative Product, in any priority not inconsistent with this ordinance, that the City may hereafter establish by ordinance.

(f) To make when due all nonscheduled payments (i.e., any termination payment or other fees) under any Parity Derivative Product as set forth in such Parity Derivative Product and under any Other Derivative Product as set forth in such Other Derivative Product, and for any other lawful System purposes, in any priority not inconsistent with this ordinance, that the City may hereafter establish by ordinance.

Section 21. Supplemental Ordinances.

(a) This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section.

(b) The City may from time to time and at any time, without the consent of or notice to the registered owners of the Parity Bonds, pass supplemental ordinances for any one or more of the following purposes:

(1) To cure any formal defect, omission, inconsistency or ambiguity in this ordinance;

(2) To impose upon the Bond Registrar (with its consent) for the benefit of the registered owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as previously in effect;

(3) To add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this ordinance as previously in effect;

(4) To confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by this ordinance of any other money, securities or funds;

(5) To authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(6) To authorize the issuance of any (A) Future Parity Bonds, (B) revenue bonds or other obligations which are a charge upon the Net Revenue of the System junior or inferior to the payments required by this ordinance to be made out of such Net Revenue to pay and secure the payment of any outstanding Parity Bonds, or (C) revenue bonds to refund maturing Parity Bonds for the payment of which moneys are not otherwise available, in each case, to the extent permitted by this ordinance; or

(7) To modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the registered owners of the Bonds and which does not involve a change described in Section 21(c) hereof.

Before any supplemental ordinance described in this Section 21(b) shall become effective, there shall be delivered to the City and the Bond Registrar an opinion of Bond Counsel, stating that such supplemental ordinance is authorized or permitted by this ordinance and will, upon its effective date, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on the Bonds.

(c) (1) Except for any supplemental ordinance passed pursuant to Section 21(b) hereof, subject to the terms and provisions contained in this Section 21(c) and not otherwise,



registered owners of not less than a majority of the aggregate principal amount of the Parity Bonds then outstanding shall have the right from time to time to consent to and approve the passage by the City Council of any supplemental ordinance deemed necessary or desirable by the City for the purposes modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this ordinance.

However, unless approved in writing by each registered owner of each Parity Bond then outstanding, nothing contained in this Section 21 shall permit, or be construed as permitting:

(A) A change in the times, amounts or currency of payment of the principal of or interest on any outstanding Bond, or a reduction in the principal amount or redemption price of any outstanding Bond, or a change in the method or redemption price of any outstanding Bond, or a change in the method of determining the rate of interest thereon;

(B) A preference or priority of any Bond or Bonds over any other Bond or Bonds, or

(C) A reduction in the aggregate principal amount of Bonds the consent of the registered owners of Bonds of which is required for any such supplemental ordinance.

(2) If at any time the City shall pass any supplemental ordinance for any of the purposes of this Section 21(c), the Bond Registrar shall cause notice of the proposed supplemental ordinance to be given by first class United States mail to all registered owners of the then outstanding Parity Bonds, to each Rating Agency that has provided a rating on an issue of the Parity Bonds. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Bond Registrar for inspection by all registered owners.

(3) Within two years after the date of the mailing of such notice, the City may pass such supplemental ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar: (A) the required consents, in writing, of the registered owners, and (B) an opinion of Bond Counsel, stating that such supplemental ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal income taxation of interest on the Bonds.

(4) If the registered owners of not less than the percentage of Parity Bonds required by this subsection (c) have

consented to and approved the execution and delivery thereof as herein provided, no owner of the Parity Bonds shall have any right to object to the passage of such supplemental ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the passage thereof, or to enjoin or restrain the City or the Bond Registrar from passing the same or from taking any action pursuant to the provisions thereof.

(5) Upon the execution and delivery of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City, the Bond Registrar and all Registered Owners shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such modifications and amendments.

Section 22. Preliminary and Final Official Statements. The Finance Director is hereby authorized to deem final the preliminary Official Statement relating to the Bonds for the purposes of the Rule. The Finance Director is further authorized to approve for purposes of the Rule, on behalf of the City, the final Official Statement relating to the issuance and sale of the Bonds and the

distribution of the final Official Statement pursuant thereto with such changes, if any, as may be deemed to be appropriate.

Section 23. Undertaking to Provide Ongoing Disclosure. The City covenants to execute and deliver at the time of Closing of the Bonds a Continuing Disclosure Certificate. The Designated Representatives are hereby authorized to execute and deliver a Continuing Disclosure Certificate upon the issuance, delivery, and sale of the Bonds with such terms and provisions as such officer shall deem appropriate and in the best interests of the City.

Section 24. Lost, Stolen or Destroyed Bonds. In case any Bond or Bonds shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a new Bond or Bonds of like date, series, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Bond Registrar in connection therewith and upon his/her filing with the City evidence satisfactory to the City that such Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City and/or the Bond Registrar with indemnity satisfactory to the City and the Bond Registrar.

Section 25. Severability; Ratification. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant

or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds. All acts taken pursuant to the authority granted in this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 26. Corrections by Clerk. Upon approval of the City Attorney and Bond Counsel, and without further action of the Council, the Clerk is hereby authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; ordinance numbering and section/subsection numbering; and other similar necessary corrections.

Section 27. Effective Date. This ordinance shall take effect from and after its passage and five days following its publication as required by law.

Adopted by the Redmond City Council at a regular meeting thereof held this 17th of August, 2021.

CITY OF REDMOND

By \_\_\_\_\_  
Angela Birney, Mayor

ATTEST

\_\_\_\_\_  
Cheryl Xanthos,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
SIGNED BY THE CITY MAYOR: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO. \_\_\_\_\_

EXHIBIT A  
FORM OF BOND  
[DTC LANGUAGE]  
UNITED STATES OF AMERICA

NO. \_\_\_\_\_ \$ \_\_\_\_\_

STATE OF WASHINGTON  
CITY OF REDMOND  
UTILITY SYSTEM REVENUE REFUNDING BOND, 2021

INTEREST RATE: \_\_\_\_\_ MATURITY DATE: \_\_\_\_\_ CUSIP  
NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ Dollars

The City of Redmond, Washington (the "City"), a municipal corporation of the State of Washington, for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date set forth above the Principal Amount set forth above, and to pay interest thereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, at the Interest Rate set forth above payable on the first days of each \_\_\_\_\_ and \_\_\_\_\_, commencing on \_\_\_\_\_.

Both principal of and interest on this bond are payable in lawful money of the United States of America. Interest and principal shall be paid as provided in the Blanket Issuer Letter of Representations (the "Letter of Representations") by the City to The Depository Trust Company ("DTC"). The fiscal agency of the State of Washington has been appointed by the City as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). Capitalized terms used in this bond that are not specifically defined have the meanings given such terms in Ordinance No. \_\_\_\_\_ of the City adopted on \_\_\_\_\_, 2021 (the "Bond Ordinance"). Reference is made to the Bond Ordinance and any and all modifications and amendments thereto for a description of the nature and extent of the security for the bonds of this issue, the funds or revenues pledged, and the terms and conditions upon which such bonds are issued.

This bond is one of a series of bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), issued pursuant to the Bond Ordinance, to pay the cost of defeasing and refunding certain utility system revenue bonds of the City, to fund the Reserve Account, and to pay costs of issuance for the Bonds.

The principal of and interest on the Bonds are payable solely out of the special fund of the City known as the "Waterworks Utility Revenue Bond Account" (the "Bond Account"). The Bonds are special limited obligations of the City and are not obligations of the State of Washington or any political subdivision thereof other than the City, and neither the full faith and credit nor the taxing power of the City or the State of Washington is pledged to the payment of the Bonds.

Under the Bond Ordinance, the City is obligated to set aside and pay into the Principal and Interest Account out of Gross Revenue certain fixed amounts sufficient to pay when due the principal of and interest and premium, if any, on the Bonds and all other Parity Bonds. To the extent provided by the Bond Ordinance, the amounts pledged to be paid from Gross Revenue into the Bond Account and accounts therein are a lien and charge thereon equal in rank to the lien and charge upon Gross Revenue of the amounts required to pay and secure the payment of the Outstanding Parity Bonds and any Future Parity Bonds that the City may issue hereafter, and superior to all other liens and charges of any kind or nature, except the Operations and Maintenance Costs of the System.

The Bond Ordinance sets forth covenants of the City to secure the payment of Parity Bonds, including but not limited to covenants relating to rates and charges of the System, operations of the System, and the issuance of Future Parity Bonds.

The Bonds are subject to redemption prior to maturity as provided in the Bond Purchase Contract. The Bonds may be transferred and exchanged upon surrender to the Bond Registrar as provided in the Bond Ordinance.

The Bonds are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The City has not designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code.

This bond will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond



Ordinance until the Certificate of Authentication hereon has been manually signed by the Bond Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the state of Washington to exist, to have happened and to have been performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as prescribed by law.

IN WITNESS WHEREOF, the City of Redmond, Washington has caused this bond to be executed by the manual or facsimile signatures of the Mayor and the City Clerk and the seal of the City imprinted, impressed or otherwise reproduced hereon as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

[SEAL]

CITY OF REDMOND, WASHINGTON

By       /s/ manual or facsimile        
Mayor

ATTEST:

      /s/ manual or facsimile        
City Clerk

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_, 20\_\_\_\_\_

This is one of the Utility System Revenue Refunding Bonds, 2021 of the City of Redmond, Washington, dated \_\_\_\_\_, 20\_\_.

WASHINGTON STATE FISCAL  
AGENT, as Registrar

By \_\_\_\_\_  
Authorized Signer

CERTIFICATE

I, the undersigned, City Clerk of the City of Redmond, Washington (the "City") and keeper of the records of the City Council (the "City Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. \_\_\_ of the City Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 17th day of August, 2021.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, including but not limited to Washington State Governor Inslee's emergency proclamation No. 20-28 issued on March 24, 2020, as amended and supplemented, temporarily suspending portions of the Open Public Meetings Act (chapter 42.30 RCW); that due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

3. That Ordinance No. \_\_\_\_\_ has not been amended, supplemented, or rescinded since its passage and is in full force and effect, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-119  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize the Calculated Beginning Fund Balance in all Funds Except the General Fund

- a. Ordinance No. 3045: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

In the first year of each biennium, budgeted beginning fund balances are reconciled with the actual beginning fund balances for each fund. A budget adjustment is required to formally recognize the difference in each fund. The budget adjustment included in this ordinance formally recognizes these differences in the Capital Investment, Utility, Special Revenue, Internal Service and Debt Service Funds as well as the sub-funds of the General Fund.

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:**

Budgeted beginning fund balances as of January 1, 2021, which represent estimates made in the second half of 2020, are being adjusted to reflect the actual beginning fund balances for each fund.

**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:**  
\$29,577,073

**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
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6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

All budget adjustments for the 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City's adopted budget would not be aligned with actual results from the prior biennium.

**ATTACHMENTS:**

Attachment A: Ordinance: 2021-2022 Budget Adjustment #3 - Beginning Fund Balance Except General Fund  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Beginning Fund Balance Except General Fund



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-119  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize the Calculated Beginning Fund Balance in all Funds Except the General Fund

- a. Ordinance No. 3045: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

In the first year of each biennium, budgeted beginning fund balances are reconciled with the actual beginning fund balances for each fund. A budget adjustment is required to formally recognize the difference in each fund. The budget adjustment included in this ordinance formally recognizes these differences in the Capital Investment, Utility, Special Revenue, Internal Service and Debt Service Funds as well as the sub-funds of the General Fund.

**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:**

Budgeted beginning fund balances as of January 1, 2021, which represent estimates made in the second half of 2020, are being adjusted to reflect the actual beginning fund balances for each fund.

**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:**  
\$29,577,073

**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
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6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

All budget adjustments for the 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City's adopted budget would not be aligned with actual results from the prior biennium.

**ATTACHMENTS:**

Attachment A: Ordinance: 2021-2022 Budget Adjustment #3 - Beginning Fund Balance Except General Fund  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Beginning Fund Balance Except General Fund

NON-CODE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, and 3042 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

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WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041 and Ordinance No. 3042, is hereby amended to recognize the appropriation of the difference between actual and budgeted beginning fund balances for all funds except for the General Fund.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, 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 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1 Human Services Funding (Ord 3041)	Adjustment #2 Development Surge (Ord 3042)	Adjustment #3 Beginning Fund Balance Excl. GF (Ord XXXX)	Adjustment #4 Body Worn Cameras (Ord XXXX)	Adjustment #5 Redmond Central Connector Ph. 3 (Ord XXXX)	Adjustment #6 Priority Maintenance (Ord XXXX)	Adjustment #7 Capital Investment Program (Ord XXXX)	Adjustment #8 ARPA - Tourism (Ord XXXX)	Adjustment #9 ARPA - COVID Recovery Fund (Ord XXXX)	Revised 2021-2022 Budget
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	4,352,587
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-	-	19,968,553
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-	-	64,394
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-	-	2,749,717
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-	-	19,444,947
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-	-	616,513
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-	-	25,820,213
126	Drug Enforcement	117,601	-	-	3,241	-	-	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	-	364,157	-	2,421,372
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-	-	9,581,528
315	Parks Capital Projects	17,541,679	-	-	4,285,265	-	2,800,000	-	-	-	-	24,626,944
316	Transportation Capital Project	47,582,673	-	-	(5,452,216)	-	-	-	-	-	-	42,130,457
319	General Governmental Capital	8,224,108	-	-	1,479,469	-	-	-	15,611,470	-	-	25,315,047
361	CFD 2014-1	7,631,421	-	-	-	-	-	-	-	-	-	7,631,421
362	CFD 2016-1	10,751,459	-	-	-	-	-	-	-	-	-	10,751,459
401	Water/Wastewater	84,418,594	-	-	931,718	-	-	-	-	-	-	85,350,312
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403	Water/Wastewater Capital Proj	18,394,238	-	-	9,213,532	-	-	-	-	-	-	27,607,770
404	Wastewater Capital Project	15,453,667	-	-	2,609,901	-	-	-	-	-	-	18,063,568
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406	Stormwater Management Capital	45,594,836	-	-	6,300,334	-	-	-	-	-	-	51,895,170
407	UPD - Capital Projects	11,893,066	-	-	823,137	-	-	-	-	-	-	12,716,203
408	UPD Wastewater Capital Project	14,021,357	-	-	510,824	-	-	-	-	-	-	14,532,181
501	Fleet Maintenance	9,933,236	-	-	(318,076)	-	-	-	-	-	-	9,615,160
510	Insurance Claims & Reserves	3,714,231	-	-	(65,189)	-	-	-	-	-	-	3,649,042
511	Medical Self Insurance	34,128,975	-	-	110,814	-	-	-	-	-	-	34,239,789
512	Worker's Compensation	4,802,738	-	-	(384,966)	-	-	-	-	-	-	4,417,772
520	Information Technology	23,103,404	-	-	70,551	-	-	-	-	-	-	23,173,955
		\$ 795,179,696	\$ 1,000,000	\$ 1,530,000	\$ 29,577,073	\$ 3,961,110	\$ 5,600,000	\$ 1,800,000	\$ 31,222,940	\$ 728,314	\$ 19,129,684	\$ 889,728,817

Notes: Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.  
Ordinance #3041 amending the 2021-2022 budget was approved by Council on July 20, 2021.  
Ordinance #3042 amending the 2021-2022 budget was approved by Council on July 20, 2021.



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-120  
**Type:** Consent Item

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

Finance	Chip Corder	425-556-2189
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**DEPARTMENT STAFF:**

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to Implement Body-Worn Camera Program and Associated Staffing Authorization

- a. Ordinance No. 3046: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

The purpose of the budget adjustment is to formally recognize \$3.96M of the unallocated 2021-2022 General Fund Beginning Fund Balance to implement a body-worn camera program in the Police Department. The funding will provide for programmatic costs, equipment and the addition of 5.00 FTEs to oversee the program and manage records requests which will increase in complexity due to the technology involved.

**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 with decisions made by the Council.

**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:**

\$3,961,110

**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
6/15/2021	Committee of the Whole - Public Safety	Provide Direction
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/13/2021	Study Session	Provide Direction
7/20/2021	Business Meeting	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 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Police Department would not implement the body-worn camera program.

**ATTACHMENTS:**

- Attachment A: Ordinance: 2021-2022 Budget Adjustment #4 - Body-Worn Cameras
- Exhibit 1: Summary of 2021-2022 Budget Adjustments - Body-Worn Cameras
- Attachment B: Staffing Authorization Summary - Body-Worn Cameras
- Attachment C: Staffing Authorization Detail - Body-Worn Cameras





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-120  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to Implement Body-Worn Camera Program and Associated Staffing Authorization

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The purpose of the budget adjustment is to formally recognize \$3.96M of the unallocated 2021-2022 General Fund Beginning Fund Balance to implement a body-worn camera program in the Police Department. The funding will provide for programmatic costs, equipment and the addition of 5.00 FTEs to oversee the program and manage records requests which will increase in complexity due to the technology involved.

**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 with decisions made by the Council.

**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:**

\$3,961,110

**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
6/15/2021	Committee of the Whole - Public Safety	Provide Direction
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/13/2021	Study Session	Provide Direction
7/20/2021	Business Meeting	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 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Police Department would not implement the body-worn camera program.

**ATTACHMENTS:**

- Attachment A: Ordinance: 2021-2022 Budget Adjustment #4 - Body-Worn Cameras
- Exhibit 1: Summary of 2021-2022 Budget Adjustments - Body-Worn Cameras
- Attachment B: Staffing Authorization Summary - Body-Worn Cameras
- Attachment C: Staffing Authorization Detail - Body-Worn Cameras

NON-CODE ORDINANCE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, and 3042 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1.

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WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041 and Ordinance No. 3042, is hereby amended to recognize appropriation of the unallocated Beginning Fund Balance in the General Fund to allocate funding to implement and Body-Worn Camera program.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, 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 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1 Human Services Funding (Ord 3041)	Adjustment #2 Development Surge (Ord 3042)	Adjustment #3 Beginning Fund Balance Excl. GF (Ord XXXX)	Adjustment #4 Body Worn Cameras (Ord XXXX)	Adjustment #5 Redmond Central Connector Ph. 3 (Ord XXXX)	Adjustment #6 Priority Maintenance (Ord XXXX)	Adjustment #7 Capital Investment Program (Ord XXXX)	Adjustment #8 ARPA - Tourism (Ord XXXX)	Adjustment #9 ARPA - COVID Recovery Fund (Ord XXXX)	Revised 2021-2022 Budget
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	4,352,587
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**Body Worn Cameras**

<b>Position</b>	<b>FTE</b>
Police Sergeant	1.00
Police Support Services Specialist	1.00
Technical Systems Coordinator	1.00
Deputy Prosecuting Attorney	1.00
Paralegal	1.00
<b>Total</b>	<b>5.00</b>

**EXECUTIVE  
STAFFING AUTHORIZATIONS**

**CITY OF REDMOND**

<b>Position</b>	<b>2017-2018 Budget</b>	<b>2019-2020 Budget</b>	<b>2020 Reduction</b>	<b>2019-2020 Budget</b>	<b>2021-2022 Budget</b>	<b>2021 Adjustment</b>	<b>2021-2022 Revised Budget</b>
<b>ADMINISTRATION</b>							
Administrative Specialist <sup>2</sup>	1.00	-	-	-	-	-	-
Chief Operating Officer	1.00	1.00	-	1.00	1.00	-	1.00
Chief Policy Advisor	1.00	1.00	-	1.00	1.00	-	1.00
Department Administrative Coordinator <sup>2</sup>	-	-	-	-	-	-	-
Deputy City Administrator	1.00	-	-	-	-	-	-
Deputy Executive Department Director <sup>2</sup>	-	-	-	-	-	-	-
Executive Analyst <sup>2</sup>	-	1.00	-	1.00	1.00	-	1.00
Executive Assistant <sup>4</sup>	1.00	1.00	(1.00)	-	-	-	-
Mayor	1.00	1.00	-	1.00	1.00	-	1.00
	6.00	5.00	(1.00)	4.00	4.00	-	4.00
<b>OFFICE OF COMMUNICATIONS</b>							
Communications & Marketing Manager	1.00	1.00	-	1.00	1.00	-	1.00
Communications & Marketing Project Administrator <sup>2</sup>	1.00	-	-	-	-	-	-
Communications & Marketing Specialist <sup>1,2</sup>	2.00	4.00	-	4.00	4.00	-	4.00
Communications & Marketing Supervisor <sup>1,2</sup>	-	2.00	-	2.00	2.00	-	2.00
Graphics Designer <sup>8</sup>	1.00	-	-	-	-	-	-
	5.00	7.00	-	7.00	7.00	-	7.00
<b>ENVIRONMENTAL SUSTAINABILITY</b>							
Environmental Sustainability Program Manager	-	1.00	-	1.00	1.00	-	1.00
Program Administrator <sup>1</sup>	-	-	-	-	1.00	-	1.00
	-	1.00	-	1.00	2.00	-	2.00
<b>DIVERSITY EQUITY &amp; INCLUSION</b>							
Diversity and Equity Inclusion Manager <sup>1</sup>	-	-	-	-	1.00	-	1.00
	-	-	-	-	1.00	-	1.00
<b>EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY (EPSCA)</b>							
EPSCA 800 MHz Technician	1.00	-	-	-	-	-	-
EPSCA Senior Accounting Associate <sup>1</sup>	1.00	-	-	-	-	-	-
	2.00	-	-	-	-	-	-
<b>CITY CLERK</b>							
Administrative Specialist <sup>2</sup>	1.00	-	-	-	-	-	-
City Clerk	1.00	1.00	-	1.00	1.00	-	1.00
Program Coordinator <sup>2</sup>	1.00	2.00	-	2.00	2.00	-	2.00
Deputy City Clerk	1.00	1.00	-	1.00	1.00	-	1.00
	4.00	4.00	-	4.00	4.00	-	4.00
<b>LEGAL SERVICES</b>							
Legal Assistant	1.00	1.00	-	1.00	1.00	-	1.00
Paralegal <sup>3</sup>	0.75	0.75	-	0.75	0.75	1.00	1.75
Deputy Prosecuting Attorney <sup>3</sup>	1.50	1.50	-	1.50	1.50	1.00	2.50
Supervising Attorney	1.00	1.00	-	1.00	1.00	-	1.00
	4.25	4.25	-	4.25	4.25	2.00	6.25
<b>TOTAL FTEs</b>	<b>21.25</b>	<b>21.25</b>	<b>(1.00)</b>	<b>20.25</b>	<b>22.25</b>	<b>2.00</b>	<b>24.25</b>
<b>SUPPLEMENTAL FTEs <sup>6</sup></b>	<b>0.76</b>				<b>1.90</b>		

**Notes:**

1. Reallocated position within City
2. Reclassification
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).



**POLICE**  
STAFFING AUTHORIZATIONS  
CITY OF REDMOND

Position	2017-2018 Budget	2019-2020 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>COMMISSIONED</b>							
Chief of Police	1.00	1.00	-	1.00	1.00	-	1.00
Police Captain	2.00	2.00	-	2.00	2.00	-	2.00
Lieutenant	3.00	3.00	-	3.00	3.00	-	3.00
Sergeant <sup>3</sup>	12.00	12.00	-	12.00	11.00	1.00	12.00
Police Officer <sup>1</sup>	57.00	57.00	-	57.00	56.00	-	56.00
Community Support Administrator <sup>3</sup>	-	1.00	-	1.00	1.00	-	1.00
	75.00	76.00	-	76.00	74.00	1.00	75.00
<b>CIVILIAN</b>							
Police Support Services Manager	1.00	1.00	-	1.00	1.00	-	1.00
Department Administrative Coordinator	1.00	1.00	-	1.00	1.00	-	1.00
Communications Supervisor	2.00	2.00	-	2.00	2.00	-	2.00
Lead Dispatcher	2.00	2.00	-	2.00	2.00	-	2.00
Communications Dispatcher	13.00	13.00	-	13.00	13.00	-	13.00
Computer Forensics Investigator - Senior <sup>2</sup>	1.00	-	-	-	-	-	-
Crime Analyst	1.92	1.92	-	1.92	1.92	-	1.92
Legal Advocate	1.00	1.00	-	1.00	1.00	-	1.00
Police Program Coordinator	3.00	4.00	-	4.00	4.00	-	4.00
Police Support Administrative Specialist	1.00	1.00	-	1.00	1.00	-	1.00
Police Support Services Specialist <sup>1,2,3</sup>	4.50	3.00	-	3.00	3.00	1.00	4.00
Police Support Services Supervisor	1.00	1.00	-	1.00	1.00	-	1.00
Property/Evidence Technician	2.00	2.00	-	2.00	2.00	-	2.00
	34.42	32.92	-	32.92	32.92	1.00	33.92
<b>POLICE LEVY</b>							
Administrative Specialist	1.00	1.00	-	1.00	1.00	-	1.00
Communications Dispatcher	1.00	1.00	-	1.00	1.00	-	1.00
Crime Analyst	1.00	1.00	-	1.00	1.00	-	1.00
School Resource Officer	3.00	3.00	-	3.00	3.00	-	3.00
Patrol Officer	11.00	11.00	-	11.00	11.00	-	11.00
Police Program Coordinator	1.00	1.00	-	1.00	1.00	-	1.00
Police Support Administrative Specialist	1.00	1.00	-	1.00	1.00	-	1.00
Police Support Services Specialist	1.00	1.00	-	1.00	1.00	-	1.00
	20.00	20.00	-	20.00	20.00	-	20.00
<b>TOTAL FTEs</b>	129.42	128.92	-	128.92	126.92	2.00	128.92
<b>SUPPLEMENTAL FTEs<sup>6</sup></b>	0.63	-	-	-	-	-	-

**Notes:**

1. Reallocated position within City
2. Reclassification within Department
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).

# TECHNOLOGY & INFORMATION SERVICES

## STAFFING AUTHORIZATIONS

### CITY OF REDMOND

Position	2017-2018 Budget	2019-2020 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>ADMINISTRATION</b>							
Director	1.00	1.00	-	1.00	1.00	-	1.00
Deputy TIS Director <sup>3</sup>	-	-	-	-	-	-	-
	1.00	1.00	-	1.00	1.00	-	1.00
<b>INFRASTRUCTURE &amp; OPERATIONS</b>							
Information Services Manager	1.00	1.00	-	1.00	1.00	-	1.00
Information Services Supervisor <sup>2</sup>	-	-	-	-	-	-	-
Information Services Supervisor	1.00	-	-	-	-	-	-
Systems Support Specialist	3.00	3.00	-	3.00	3.00	-	3.00
Network System Engineer <sup>2</sup>	2.00	2.00	-	1.00	1.00	-	1.00
Network Analyst <sup>2</sup>	1.00	1.00	-	2.00	2.00	-	2.00
Technical Systems Coordinator <sup>2,3</sup>	2.00	-	-	-	-	1.00	1.00
GIS Analyst	2.00	-	-	2.00	2.00	-	2.00
GIS Analyst - Senior	1.00	1.00	-	1.00	1.00	-	1.00
GIS Data Technician <sup>5</sup>	1.00	1.00	-	1.00	-	-	-
Programmer Analyst - Senior	1.00	1.00	-	1.00	1.00	-	1.00
Security and Compliance Manager <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Security and Compliance Analyst <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Senior System Analyst <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Infrastructure Systems Engineer <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
	15.00	16.00	-	16.00	15.00	1.00	16.00
<b>BUSINESS SOLUTIONS</b>							
Information Services Manager <sup>2</sup>	1.00	2.00	-	2.00	2.00	-	2.00
Systems Analyst - Senior <sup>1,2</sup>	5.00	5.00	-	5.00	5.00	-	5.00
Business Analyst <sup>1,2</sup>	2.00	1.00	-	1.00	1.00	-	1.00
Business Analyst SR <sup>2</sup>	-	2.00	-	2.00	2.00	-	2.00
Project Management Office Manager	-	1.00	-	1.00	1.00	-	1.00
Technical Systems Coordinator - Police Levy	1.00	1.00	-	1.00	1.00	-	1.00
Data Analyst - Fire	1.00	1.00	-	1.00	1.00	-	1.00
Business Analyst SR HRIS <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Business Analyst HRIS <sup>2</sup>	-	1.00	-	1.00	1.00	-	1.00
Tech Project Manager <sup>1,2</sup>	-	2.00	-	2.00	2.00	-	2.00
	10.00	17.00	-	17.00	17.00	-	17.00
<b>TECHNOLOGY INNOVATIONS</b>							
Information Services Manager	1.00	1.00	-	1.00	1.00	-	1.00
Programmer Analyst - Senior	2.00	2.00	-	2.00	2.00	-	2.00
Business Application Specialist	-	-	-	-	-	-	-
	3.00	3.00	-	3.00	3.00	-	3.00
<b>TOTAL FTEs</b>	29.00	37.00	-	37.00	36.00	1.00	37.00
<b>SUPPLEMENTAL FTEs <sup>6</sup></b>	-	-	-	-	-	-	-

**Notes:**

1. Reallocated position within City
2. Reclassification within Department
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-121  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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TITLE:

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to the Redmond Central Connector Phase 3 Project

- a. Ordinance No. 3047: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

OVERVIEW STATEMENT:

The purpose of the budget adjustment is to formally recognize \$2.8M of the unallocated 2021-2022 General Fund Beginning Fund Balance to allocate funding to the Redmond Central Connector Phase 3 project. The \$2.8M will provide the City’s portion of the \$8.6M project that completes the last phase of Redmond Central Connector project which began in 2010. Phase 3 of the project will add the remaining 1.6 miles of hard-surface trail. Once completed, the trail will connect with over 60 miles of regional trails and will be the key regional link from Redmond to Sammamish and Kirkland. The budget adjustment also includes a transfer of this funding from the General Fund to the Parks Capital Projects Fund.

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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$2,800,000

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/6/2021	Committee of the Whole - Parks and Human Services	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City would not have the funding to begin design of the Redmond Central Connector Phase 3 project or to provide the matching funds required by the external funding sources.

**ATTACHMENTS:**

Attachment A: Ordinance 2021-2022 Budget Adjustment #5 - Redmond Central Connector Phase 3  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Redmond Central Connector Phase 3



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-121  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to the Redmond Central Connector Phase 3 Project

- a. Ordinance No. 3047: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

The purpose of the budget adjustment is to formally recognize \$2.8M of the unallocated 2021-2022 General Fund Beginning Fund Balance to allocate funding to the Redmond Central Connector Phase 3 project. The \$2.8M will provide the City’s portion of the \$8.6M project that completes the last phase of Redmond Central Connector project which began in 2010. Phase 3 of the project will add the remaining 1.6 miles of hard-surface trail. Once completed, the trail will connect with over 60 miles of regional trails and will be the key regional link from Redmond to Sammamish and Kirkland. The budget adjustment also includes a transfer of this funding from the General Fund to the Parks Capital Projects Fund.

**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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$2,800,000

**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)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/6/2021	Committee of the Whole - Parks and Human Services	Provide Direction
7/27/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

All budget adjustments for the 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City would not have the funding to begin design of the Redmond Central Connector Phase 3 project or to provide the matching funds required by the external funding sources.

**ATTACHMENTS:**

Attachment A: Ordinance 2021-2022 Budget Adjustment #5 - Redmond Central Connector Phase 3  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Redmond Central Connector Phase 3



NON-CODE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, and 3042 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

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WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041 and Ordinance No. 3042, is hereby amended to recognize appropriation of the unallocated Beginning Fund Balance in the General Fund to allocate funding to the Redmond Central Connector Phase 3 project.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, 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 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1 Human Services Funding (Ord 3041)	Adjustment #2 Development Surge (Ord 3042)	Adjustment #3 Beginning Fund Balance Excl. GF (Ord XXXX)	Adjustment #4 Body Worn Cameras (Ord XXXX)	Adjustment #5 Redmond Central Connector Ph. 3 (Ord XXXX)	Adjustment #6 Priority Maintenance (Ord XXXX)	Adjustment #7 Capital Investment Program (Ord XXXX)	Adjustment #8 ARPA - Tourism (Ord XXXX)	Adjustment #9 ARPA - COVID Recovery Fund (Ord XXXX)	Revised 2021- 2022 Budget
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	4,352,587
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-	-	19,968,553
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-	-	64,394
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-	-	2,749,717
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-	-	19,444,947
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-	-	616,513
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-	-	25,820,213
126	Druq Enforcement	117,601	-	-	3,241	-	-	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	364,157	-	-	2,421,372
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-	-	9,581,528
315	Parks Capital Projects	17,541,679	-	-	4,285,265	-	2,800,000	-	-	-	-	24,626,944
316	Transportation Capital Project	47,582,673	-	-	(5,452,216)	-	-	-	-	-	-	42,130,457
319	General Governmental Capital	8,224,108	-	-	1,479,469	-	-	-	15,611,470	-	-	25,315,047
361	CFD 2014-1	7,631,421	-	-	-	-	-	-	-	-	-	7,631,421
362	CFD 2016-1	10,751,459	-	-	-	-	-	-	-	-	-	10,751,459
401	Water/Wastewater	84,418,594	-	-	931,718	-	-	-	-	-	-	85,350,312
402	UPD - Water/Wastewater	21,339,048	-	-	834,329	-	-	-	-	-	-	22,173,377
403	Water/Wastewater Capital Proj	18,394,238	-	-	9,213,532	-	-	-	-	-	-	27,607,770
404	Wastewater Capital Project	15,453,667	-	-	2,609,901	-	-	-	-	-	-	18,063,568
405	Stormwater Management	37,572,031	-	-	(923,426)	-	-	-	-	-	-	36,648,605
406	Stormwater Management Capital	45,594,836	-	-	6,300,334	-	-	-	-	-	-	51,895,170
407	UPD - Capital Projects	11,893,066	-	-	823,137	-	-	-	-	-	-	12,716,203
408	UPD Wastewater Capital Project	14,021,357	-	-	510,824	-	-	-	-	-	-	14,532,181
501	Fleet Maintenance	9,933,236	-	-	(318,076)	-	-	-	-	-	-	9,615,160
510	Insurance Claims & Reserves	3,714,231	-	-	(65,189)	-	-	-	-	-	-	3,649,042
511	Medical Self Insurance	34,128,975	-	-	110,814	-	-	-	-	-	-	34,239,789
512	Worker's Compensation	4,802,738	-	-	(384,966)	-	-	-	-	-	-	4,417,772
520	Information Technology	23,103,404	-	-	70,551	-	-	-	-	-	-	23,173,955
		\$ 795,179,696	\$ 1,000,000	\$ 1,530,000	\$ 29,577,073	\$ 3,961,110	\$ 5,600,000	\$ 1,800,000	\$ 31,222,940	\$ 728,314	\$ 19,129,684	\$ 889,728,817

Notes: Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.  
Ordinance #3041 amending the 2021-2022 budget was approved by Council on July 20, 2021.  
Ordinance #3042 amending the 2021-2022 budget was approved by Council on July 20, 2021.



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-122  
**Type:** Consent Item

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

Finance	Chip Corder	425-556-2189
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**DEPARTMENT STAFF:**

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Restore Priority Maintenance and Operations Activities in Core Program Areas

- a. Ordinance No. 3048: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

The purpose of the budget adjustment is to formally recognize \$1.8M of the unallocated 2021-2022 General Fund Beginning Fund Balance to be used to restore funding to priority maintenance and operations activities which were reduced during the budget process. The funding will provide supplemental and contract staffing, supplies and equipment needed to restore the level of service to core program areas.

Examples include:

- Green Redmond Partnership
- Right-of-Way Maintenance
- Trail Maintenance
- Turf and Athletic Field Maintenance
- Facility Repair
- Irrigation Maintenance
- Sidewalk Maintenance
- Litter Control
- Asphalt Patching
- Traffic Sign Maintenance
- Raised Pavement Markings Replacement

**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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$1,800,000

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

Level of service for priority maintenance and operations activities would remain the same.

**ATTACHMENTS:**

Attachment A: Ordinance 2021-2022 Budget Adjustment #6 - Priority Maintenance and Operations  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Priority Maintenance and Operations



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-122  
**Type:** Consent Item

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

Finance	Chip Corder	425-556-2189
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**DEPARTMENT STAFF:**

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Restore Priority Maintenance and Operations Activities in Core Program Areas

- a. Ordinance No. 3048: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

The purpose of the budget adjustment is to formally recognize \$1.8M of the unallocated 2021-2022 General Fund Beginning Fund Balance to be used to restore funding to priority maintenance and operations activities which were reduced during the budget process. The funding will provide supplemental and contract staffing, supplies and equipment needed to restore the level of service to core program areas.

Examples include:

- Green Redmond Partnership
- Right-of-Way Maintenance
- Trail Maintenance
- Turf and Athletic Field Maintenance
- Facility Repair
- Irrigation Maintenance
- Sidewalk Maintenance
- Litter Control
- Asphalt Patching
- Traffic Sign Maintenance
- Raised Pavement Markings Replacement

**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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$1,800,000

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

Level of service for priority maintenance and operations activities would remain the same.

**ATTACHMENTS:**

Attachment A: Ordinance 2021-2022 Budget Adjustment #6 - Priority Maintenance and Operations  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Priority Maintenance and Operations

NON-CODE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, and 3042 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

---

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041 and Ordinance No. 3042, is hereby amended to recognize appropriation of the unallocated Beginning Fund Balance in the General Fund to allocate funding to restore priority maintenance and operations activities in core program areas.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, 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 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1 Human Services Funding (Ord 3041)	Adjustment #2 Development Surge (Ord 3042)	Adjustment #3 Beginning Fund Balance Excl. GF (Ord XXXX)	Adjustment #4 Body Worn Cameras (Ord XXXX)	Adjustment #5 Redmond Central Connector Ph. 3 (Ord XXXX)	Adjustment #6 Priority Maintenance (Ord XXXX)	Adjustment #7 Capital Investment Program (Ord XXXX)	Adjustment #8 ARPA - Tourism (Ord XXXX)	Adjustment #9 ARPA - COVID Recovery Fund (Ord XXXX)	Revised 2021-2022 Budget
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	4,352,587
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-	-	19,968,553
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-	-	64,394
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-	-	2,749,717
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-	-	19,444,947
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-	-	616,513
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-	-	25,820,213
126	Drug Enforcement	117,601	-	-	3,241	-	-	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	-	364,157	-	2,421,372
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-	-	9,581,528
315	Parks Capital Projects	17,541,679	-	-	4,285,265	-	2,800,000	-	-	-	-	24,626,944
316	Transportation Capital Project	47,582,673	-	-	(5,452,216)	-	-	-	-	-	-	42,130,457
319	General Governmental Capital	8,224,108	-	-	1,479,469	-	-	-	15,611,470	-	-	25,315,047
361	CFD 2014-1	7,631,421	-	-	-	-	-	-	-	-	-	7,631,421
362	CFD 2016-1	10,751,459	-	-	-	-	-	-	-	-	-	10,751,459
401	Water/Wastewater	84,418,594	-	-	931,718	-	-	-	-	-	-	85,350,312
402	UPD - Water/Wastewater	21,339,048	-	-	834,329	-	-	-	-	-	-	22,173,377
403	Water/Wastewater Capital Proj	18,394,238	-	-	9,213,532	-	-	-	-	-	-	27,607,770
404	Wastewater Capital Project	15,453,667	-	-	2,609,901	-	-	-	-	-	-	18,063,568
405	Stormwater Management	37,572,031	-	-	(923,426)	-	-	-	-	-	-	36,648,605
406	Stormwater Management Capital	45,594,836	-	-	6,300,334	-	-	-	-	-	-	51,895,170
407	UPD - Capital Projects	11,893,066	-	-	823,137	-	-	-	-	-	-	12,716,203
408	UPD Wastewater Capital Project	14,021,357	-	-	510,824	-	-	-	-	-	-	14,532,181
501	Fleet Maintenance	9,933,236	-	-	(318,076)	-	-	-	-	-	-	9,615,160
510	Insurance Claims & Reserves	3,714,231	-	-	(65,189)	-	-	-	-	-	-	3,649,042
511	Medical Self Insurance	34,128,975	-	-	110,814	-	-	-	-	-	-	34,239,789
512	Worker's Compensation	4,802,738	-	-	(384,966)	-	-	-	-	-	-	4,417,772
520	Information Technology	23,103,404	-	-	70,551	-	-	-	-	-	-	23,173,955
		\$ 795,179,696	\$ 1,000,000	\$ 1,530,000	\$ 29,577,073	\$ 3,961,110	\$ 5,600,000	\$ 1,800,000	\$ 31,222,940	\$ 728,314	\$ 19,129,684	\$ 889,728,817

Notes: Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.  
Ordinance #3041 amending the 2021-2022 budget was approved by Council on July 20, 2021.  
Ordinance #3042 amending the 2021-2022 budget was approved by Council on July 20, 2021.



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-123  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to be used for the Capital Investment Program

- a. Ordinance No. 3049: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

The purpose of the budget adjustment is to formally recognize \$15.6M of the unallocated 2021-2022 General Fund Beginning Fund Balance to be used for the Capital Investment Program.

Examples include:

- Redmond Community and Senior Center
- Continued implementation of the Facilities Strategic Plan
  - Public Safety Building Phase 3
  - Maintenance and Operations Center (MOC)
- Create reserves for the Capital Investment Program
- Other projects as approved by Council

**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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**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:**  
\$15,611,470

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The \$15,611,470 of General Fund Beginning Fund Balance would remain unrecognized and unallocated.

**ATTACHMENTS:**

Attachment A: Ordinance: 2021-2022 Budget Adjustment #7 - Capital Investment Program  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Capital Investment Program



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-123  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize Appropriation of the Unallocated Beginning Fund Balance in the General Fund to Allocate Funding to be used for the Capital Investment Program

- a. Ordinance No. 3049: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

The purpose of the budget adjustment is to formally recognize \$15.6M of the unallocated 2021-2022 General Fund Beginning Fund Balance to be used for the Capital Investment Program.

Examples include:

- Redmond Community and Senior Center
- Continued implementation of the Facilities Strategic Plan
  - Public Safety Building Phase 3
  - Maintenance and Operations Center (MOC)
- Create reserves for the Capital Investment Program
- Other projects as approved by Council

**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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**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:**  
\$15,611,470

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

The \$15,611,470 of General Fund Beginning Fund Balance would remain unrecognized and unallocated.

**ATTACHMENTS:**

Attachment A: Ordinance: 2021-2022 Budget Adjustment #7 - Capital Investment Program  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - Capital Investment Program

NON-CODE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, and 3042 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

---

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041 and Ordinance No. 3042, is hereby amended to recognize appropriation of the unallocated Beginning Fund Balance in the General Fund to allocate funding to be used for the Capital Investment Program.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, 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 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Amendment #1 Human Services Funding (Ord 3041)	Amendment #2 Development Surge (Ord 3042)	Adjustment #3 Beginning Fund Balance Excl. GF (Ord XXXX)	Adjustment #4 Body Worn Cameras (Ord XXXX)	Adjustment #5 Redmond Central Connector Ph. 3 (Ord XXXX)	Adjustment #6 Priority Maintenance (Ord XXXX)	Adjustment #7 Capital Investment Program (Ord XXXX)	Adjustment #8 ARPA - Tourism (Ord XXXX)	Adjustment #9 ARPA - COVID Recovery Fund (Ord XXXX)	Revised 2021-2022 Budget
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	4,352,587
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-	-	19,968,553
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-	-	64,394
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-	-	2,749,717
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-	-	19,444,947
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-	-	616,513
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-	-	25,820,213
126	Drug Enforcement	117,601	-	-	3,241	-	-	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	-	364,157	-	2,421,372
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-	-	9,581,528
315	Parks Capital Projects	17,541,679	-	-	4,285,265	-	2,800,000	-	-	-	-	24,626,944
316	Transportation Capital Project	47,582,673	-	-	(5,452,216)	-	-	-	-	-	-	42,130,457
319	General Governmental Capital	8,224,108	-	-	1,479,469	-	-	-	15,611,470	-	-	25,315,047
361	CFD 2014-1	7,631,421	-	-	-	-	-	-	-	-	-	7,631,421
362	CFD 2016-1	10,751,459	-	-	-	-	-	-	-	-	-	10,751,459
401	Water/Wastewater	84,418,594	-	-	931,718	-	-	-	-	-	-	85,350,312
402	UPD - Water/Wastewater	21,339,048	-	-	834,329	-	-	-	-	-	-	22,173,377
403	Water/Wastewater Capital Proj	18,394,238	-	-	9,213,532	-	-	-	-	-	-	27,607,770
404	Wastewater Capital Project	15,453,667	-	-	2,609,901	-	-	-	-	-	-	18,063,568
405	Stormwater Management	37,572,031	-	-	(923,426)	-	-	-	-	-	-	36,648,605
406	Stormwater Management Capital	45,594,836	-	-	6,300,334	-	-	-	-	-	-	51,895,170
407	UPD - Capital Projects	11,893,066	-	-	823,137	-	-	-	-	-	-	12,716,203
408	UPD Wastewater Capital Project	14,021,357	-	-	510,824	-	-	-	-	-	-	14,532,181
501	Fleet Maintenance	9,933,236	-	-	(318,076)	-	-	-	-	-	-	9,615,160
510	Insurance Claims & Reserves	3,714,231	-	-	(65,189)	-	-	-	-	-	-	3,649,042
511	Medical Self Insurance	34,128,975	-	-	110,814	-	-	-	-	-	-	34,239,789
512	Worker's Compensation	4,802,738	-	-	(384,966)	-	-	-	-	-	-	4,417,772
520	Information Technology	23,103,404	-	-	70,551	-	-	-	-	-	-	23,173,955
		\$ 795,179,696	\$ 1,000,000	\$ 1,530,000	\$ 29,577,073	\$ 3,961,110	\$ 5,600,000	\$ 1,800,000	\$ 31,222,940	\$ 728,314	\$ 19,129,684	\$ 889,728,817

Notes: Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.  
Ordinance #3041 amending the 2021-2022 budget was approved by Council on July 20, 2021.  
Ordinance #3042 amending the 2021-2022 budget was approved by Council on July 20, 2021.



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-124  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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TITLE:

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize a Portion of the American Rescue Plan Act Funding and to Implement a Program to Support the Tourism, Travel and Hospitality Industries Impacted by COVID

- a. Ordinance No. 3050: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

OVERVIEW STATEMENT:

The purpose of the budget adjustment is to formally recognize \$364K of the \$9.92M allocated to the City as part of the American Rescue Plan Act (ARPA) which was signed into law on March 11, 2021. ARPA funds have restricted uses and responding to the coronavirus emergency associated economic impacts and the funds must be obligated by December 2024 and used by December 2026. The funds included in the adjustment will be used to support tourism, travel and hospitality industries as allowed and includes a 1.00 FTE Program Administrator position.

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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**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:**  
\$364,157

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022 and ARPA funds must be obligated no later than December 2024 and spent no later than December 2026.

**ANTICIPATED RESULT IF NOT APPROVED:**

The ARPA funds would remain unrecognized and unallocated and would be lost if not obligated by December 2024 and spent by December 2026.

**ATTACHMENTS:**

- Attachment A: Ordinance: 2021-2022 Budget Adjustment #7 - ARPA Tourism
- Exhibit 1: Summary of 2021-2022 Budget Adjustments - ARPA Tourism
- Attachment B: Staffing Authorization Summary - ARPA Tourism
- Attachment C: Staffing Authorization Detail - ARPA Tourism





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-124  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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TITLE:

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize a Portion of the American Rescue Plan Act Funding and to Implement a Program to Support the Tourism, Travel and Hospitality Industries Impacted by COVID

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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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**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:**  
\$364,157

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022 and ARPA funds must be obligated no later than December 2024 and spent no later than December 2026.

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- Attachment C: Staffing Authorization Detail - ARPA Tourism

NON-CODE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, and 3042 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

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WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041 and Ordinance No. 3042, is hereby amended to recognize a portion of the revenue allocated to the City as part of the American Rescue Plan Act to be used to support the tourism, travel, and hospitality industries.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, 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 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1 Human Services Funding (Ord 3041)	Adjustment #2 Development Surge (Ord 3042)	Adjustment #3 Beginning Fund Balance Excl. GF (Ord XXXX)	Adjustment #4 Body Worn Cameras (Ord XXXX)	Adjustment #5 Redmond Central Connector Ph. 3 (Ord XXXX)	Adjustment #6 Priority Maintenance (Ord XXXX)	Adjustment #7 Capital Investment Program (Ord XXXX)	Adjustment #8 ARPA - Tourism (Ord XXXX)	Adjustment #9 ARPA - COVID Recovery Fund (Ord XXXX)	Revised 2021-2022 Budget
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	4,352,587
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-	-	19,968,553
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-	-	64,394
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-	-	2,749,717
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-	-	19,444,947
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-	-	616,513
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-	-	25,820,213
126	Drug Enforcement	117,601	-	-	3,241	-	-	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	-	364,157	-	2,421,372
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-	-	9,581,528
315	Parks Capital Projects	17,541,679	-	-	4,285,265	-	2,800,000	-	-	-	-	24,626,944
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Ordinance #3042 amending the 2021-2022 budget was approved by Council on July 20, 2021.

**Tourism**

<b>Position</b>	<b>FTE</b>
Program Administrator	1.00
<b>Total</b>	<b>1.00</b>

# PLANNING & COMMUNITY DEVELOPMENT

## STAFFING AUTHORIZATIONS

### CITY OF REDMOND

Position	2017-2018 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>ADMINISTRATION</b>						
Department Administrative Coordinator	1.00	-	1.00	1.00	-	1.00
Deputy Director Planning and Community Development	-	-	1.00	1.00	-	1.00
Assistant Director Community Planning	1.00	-	-	-	-	-
Assistant Director Development Services	1.00	-	1.00	1.00	-	1.00
Director	1.00	-	1.00	1.00	-	1.00
	4.00	-	4.00	4.00	-	4.00
<b>OPERATING GRANTS - TRANSPORTATION DEMAND MANAGEMENT (TDM)</b>						
Administrative Specialist	1.00	(1.00)	-	-	-	-
Program Administrator	3.00	-	2.00	2.00	-	2.00
Planning Manager	-	-	1.00	0.30	-	0.30
	4.00	(1.00)	3.00	2.30	-	2.30
<b>ECONOMIC DEVELOPMENT</b>						
Planner - Senior	1.00	-	-	-	-	-
Planning Manager	-	-	-	0.20	-	0.20
Program Administrator <sup>3</sup>	-	-	-	-	1.00	1.00
Economic Development Manager	1.00	-	-	-	-	-
	2.00	-	-	0.20	1.00	1.20
<b>HUMAN SERVICES</b>						
Homeless Outreach Specialist	1.00	-	1.00	1.00	-	1.00
Planning Manager	-	-	-	0.50	-	0.50
Planner - Senior	1.75	-	3.00	3.00	-	3.00
	2.75	-	4.00	4.50	-	4.50
<b>TRANSPORTATION PLANNING &amp; ENGINEERING</b>						
Transportation Strategic Advisor	1.00	-	1.00	1.00	-	1.00
Engineer Technician - Senior	1.00	-	1.00	1.00	-	1.00
Engineering Manager	1.00	-	1.25	0.25	-	0.25
Planner	1.00	-	-	-	-	-
Engineer	1.00	-	1.00	1.00	-	1.00
Planner - Senior	-	-	3.00	2.00	-	2.00
	5.00	-	7.25	5.25	-	5.25
<b>LONG RANGE PLANNING</b>						
Planner - Senior	4.00	-	3.00	3.00	-	3.00
Planner	1.00	-	1.00	1.00	-	1.00
Planner - Principal	-	-	-	1.00	-	1.00
Planning Manager	1.00	-	1.00	0.70	-	0.70
	6.00	-	5.00	5.70	-	5.70
<b>DEVELOPMENT REVIEW</b>						
Administrative Assistant	1.00	-	1.00	1.00	-	1.00
Planner	3.88	-	3.00	4.00	-	4.00
Planner - Assistant	2.00	(1.00)	2.00	2.00	-	2.00
Planner - Principal	0.70	-	1.70	1.70	-	1.70
Planner - Senior	3.00	-	2.00	2.00	-	2.00
Planning Manager	1.00	-	-	0.30	-	0.30
	11.58	(1.00)	9.70	11.00	-	11.00
<b>DEVELOPMENT CENTER SERVICES &amp; CODE ENFORCEMENT</b>						
Administrative Assistant	1.00	-	1.00	1.00	-	1.00
Code Enforcement Officer	2.00	-	2.00	2.00	-	2.00
Engineer - Senior	3.00	-	2.00	2.00	-	2.00
Permit Technician <sup>3</sup>	3.00	-	3.00	3.00	-	3.00
Development Service Center Supervisor	1.00	-	1.00	1.00	-	1.00
Plans Examiner	8.00	-	5.00	5.00	-	5.00
	18.00	-	14.00	14.00	-	14.00
<b>DEVELOPMENT ENGINEERING &amp; CONSTRUCTION</b>						
Administrative Specialist	1.00	-	1.00	1.00	-	1.00
Construction Inspector	4.00	-	4.00	4.00	-	4.00
Construction Inspector - Lead	1.00	-	-	-	-	-
Engineer - Senior <sup>3</sup>	6.00	-	7.00	7.00	-	7.00
Engineer Technician <sup>3</sup>	1.00	-	1.00	1.00	-	1.00
Engineer Associate <sup>3</sup>	1.00	-	1.00	1.00	-	1.00
Engineer Technician - Senior	1.00	-	1.00	1.00	-	1.00
Engineering Manager	1.00	-	1.00	1.00	-	1.00
Inspection Supervisor	-	-	1.00	1.00	-	1.00
	16.00	-	17.00	17.00	-	17.00



# PLANNING & COMMUNITY DEVELOPMENT

## STAFFING AUTHORIZATIONS

### CITY OF REDMOND

Position	2017-2018 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>DEVELOPMENT INSPECTION</b>						
Building Inspector	7.00		5.00	4.00	-	4.00
Building Inspector - Senior	4.00		7.00	7.00	-	7.00
Building Inspector Supervisor	1.00		1.00	1.00	-	1.00
	12.00	-	13.00	12.00	-	12.00
Full Time Equivalents - TBD	-		-	-	-	-
<b>TOTAL FTEs</b>	81.33	(2.00)	76.95	75.95	1.00	76.95
<b>SUPPLEMENTAL FTEs<sup>6</sup></b>	0.46			0.01		0.01

**Notes:**

1. Reallocated position within City
2. Reclassification with in Department
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-125  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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TITLE:

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize a Portion of the American Rescue Plan Act Funding to be Held in the COVID Recovery Fund

- a. Ordinance No. 3051: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

OVERVIEW STATEMENT:

The purpose of the budget adjustment is to formally recognize \$9.6M of the \$9.9M allocated to the City as part of the American Rescue Plan Act (ARPA). On March 11, 2021 President Biden signed a bill to provide additional relief for states, counties, cities and towns as well as public utilities, libraries and transit agencies affected by the coronavirus pandemic. The City of Redmond will receive a total of \$9,928,999, in two increments, during the 2021-2022 biennium. The APRA funds will be held in the COVID Recovery Fund until a recommended spending plan is approved by Council.

The funds must be obligated by December 2024 and spent on qualifying expenses by December 2026. Staff is still gathering information on ARPA, but allowable uses of the funds include:

- COVID-19 emergency response;
- Assistance to households, small businesses, and nonprofits related to the negative economic impacts of COVID-19;
- Aid to impacted industries such as tourism, travel, and hospitality;
- Hazard pay for eligible local government essential workers;
- Grants to eligible private employers to provide hazard pay to essential workers;
- Provide government services to the extent of the reduction in revenue due to COVID-19; and
- To make necessary investments in water, sewer or broadband infrastructure.

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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**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:**  
\$9,564,842

**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
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	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 2021-2022 biennium must be approved no later than December 31, 2022 and ARPA funds must be obligated no later than December 2024 and spent no later than December 2026.

**ANTICIPATED RESULT IF NOT APPROVED:**

The ARPA funds would remain unrecognized and would be lost if not obligated by December 2024 and spent by December 2026.

**ATTACHMENTS:**

Attachment A: Ordinance: 2021-2022 Budget Adjustment #9 - ARPA COVID Recovery Fund  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - ARPA COVID Recovery Fund



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-125  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Marissa Flynn	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget to Recognize a Portion of the American Rescue Plan Act Funding to be Held in the COVID Recovery Fund

- a. Ordinance No. 3051: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance Nos. 3026, 3041, and 3042 by Making Adjustments to the City’s 2021-2022 Biennial Budget, in Exhibit 1

**OVERVIEW STATEMENT:**

The purpose of the budget adjustment is to formally recognize \$9.6M of the \$9.9M allocated to the City as part of the American Rescue Plan Act (ARPA). On March 11, 2021 President Biden signed a bill to provide additional relief for states, counties, cities and towns as well as public utilities, libraries and transit agencies affected by the coronavirus pandemic. The City of Redmond will receive a total of \$9,928,999, in two increments, during the 2021-2022 biennium. The APRA funds will be held in the COVID Recovery Fund until a recommended spending plan is approved by Council.

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- Aid to impacted industries such as tourism, travel, and hospitality;
- Hazard pay for eligible local government essential workers;
- Grants to eligible private employers to provide hazard pay to essential workers;
- Provide government services to the extent of the reduction in revenue due to COVID-19; and
- To make necessary investments in water, sewer or broadband infrastructure.

**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:**

The budget adjustment is necessary to align City financial records with decisions made by the Council.

**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:**  
\$9,564,842

**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)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
6/22/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/27/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

All budget adjustments for the 2021-2022 biennium must be approved no later than December 31, 2022 and ARPA funds must be obligated no later than December 2024 and spent no later than December 2026.

**ANTICIPATED RESULT IF NOT APPROVED:**

The ARPA funds would remain unrecognized and would be lost if not obligated by December 2024 and spent by December 2026.

**ATTACHMENTS:**

Attachment A: Ordinance: 2021-2022 Budget Adjustment #9 - ARPA COVID Recovery Fund  
Exhibit 1: Summary of 2021-2022 Budget Adjustments - ARPA COVID Recovery Fund

NON-CODE

**ATTACHMENT A**

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO. 3026, 3041, and 3042 BY MAKING ADJUSTMENTS TO THE CITY'S 2021-2022 BIENNIAL BUDGET, IN EXHIBIT 1

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WHEREAS, the Finance Director has identified the need to make certain revisions to the 2021-2022 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3026 adopting the 2021-2022 biennial budget, passed by the City Council on December 10, 2020, and as amended by Ordinance No. 3041 and Ordinance No. 3042, is hereby amended to recognize revenue allocated to the City as part of the American Rescue Plan Act to be held in the COVID Recovery Fund.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.



ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, 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 2021-2022 Budget Adjustments**

Fund Number	Fund Name	2021-2022 Adopted Budget (Ord 3026)	Adjustment #1 Human Services Funding (Ord 3041)	Adjustment #2 Development Surge (Ord 3042)	Adjustment #3 Beginning Fund Balance Excl. GF (Ord XXXX)	Adjustment #4 Body Worn Cameras (Ord XXXX)	Adjustment #5 Redmond Central Connector Ph. 3 (Ord XXXX)	Adjustment #6 Priority Maintenance (Ord XXXX)	Adjustment #7 Municipal Facilities Reserves (Ord XXXX)	Adjustment #8 ARPA - Tourism (Ord XXXX)	Adjustment #9 ARPA - COVID Recovery Fund (Ord XXXX)	Revised 2021-2022 Budget
100	General Fund	\$ 201,732,921	\$ 500,000	\$ 1,530,000	\$ -	\$ 3,961,110	\$ 2,800,000	\$ 1,800,000	\$ 15,611,470	\$ 364,157	\$ 9,564,842	\$ 237,864,500
011	Arts Activity	679,044	-	-	(4,365)	-	-	-	-	-	-	674,679
012	Parks Maintenance & Operations	3,636,220	-	-	54,869	-	-	-	-	-	-	3,691,089
013	Community Events	762,363	-	-	(14,164)	-	-	-	-	-	-	748,199
019	Human Services Grant Fund	5,279,457	500,000	-	(565,425)	-	-	-	-	-	-	5,214,032
020	Fire Equipment Reserve	4,430,207	-	-	(55,822)	-	-	-	-	-	-	4,374,385
021	Operating Reserve	8,029,824	-	-	115,297	-	-	-	-	-	-	8,145,121
025	COVID Recovery Fund	-	-	-	-	-	-	-	-	-	9,564,842	9,564,842
027	Capital Replacement Reserve	4,853,833	-	-	568,568	-	-	-	-	-	-	5,422,401
030	Business Tax	11,849,645	-	-	(45,482)	-	-	-	-	-	-	11,804,163
031	Real Property Fund	1,055,114	-	-	1,916,692	-	-	-	-	-	-	2,971,806
035	Fire Levy Fund	6,912,244	-	-	28,366	-	-	-	-	-	-	6,940,610
036	Police Levy Fund	8,805,302	-	-	(1,273,576)	-	-	-	-	-	-	7,531,726
037	Parks Levy Fund	1,200,074	-	-	(26,940)	-	-	-	-	-	-	1,173,134
095	Parks Maintenance Projects	1,839,253	-	-	150,195	-	-	-	-	-	-	1,989,448
096	Transportation Maintenance Project	14,988,555	-	-	3,647,405	-	-	-	-	-	-	18,635,960
099	General Governmental Maint	18,292,452	-	-	1,626,940	-	-	-	-	-	-	19,919,392
110	Recreation Activity	4,207,550	-	-	145,037	-	-	-	-	-	-	4,352,587
115	Development Review	19,581,584	-	-	386,969	-	-	-	-	-	-	19,968,553
117	Cable Access Fund	66,982	-	-	(2,588)	-	-	-	-	-	-	64,394
118	Operating Grants	2,360,334	-	-	389,383	-	-	-	-	-	-	2,749,717
122	Advanced Life Support	19,695,613	-	-	(250,666)	-	-	-	-	-	-	19,444,947
124	Fire Donations Fund	615,903	-	-	610	-	-	-	-	-	-	616,513
125	Real Estate Excise Tax	23,121,488	-	-	2,698,725	-	-	-	-	-	-	25,820,213
126	Drug Enforcement	117,601	-	-	3,241	-	-	-	-	-	-	120,842
131	Tourism (Hotel/Motel Tax)	2,090,906	-	-	(33,691)	-	-	-	-	364,157	-	2,421,372
140	Solid Waste Recycling	3,291,433	-	-	92,999	-	-	-	-	-	-	3,384,432
233	Non-Voted GO Bonds - Parks	9,583,033	-	-	(1,505)	-	-	-	-	-	-	9,581,528
315	Parks Capital Projects	17,541,679	-	-	4,285,265	-	2,800,000	-	-	-	-	24,626,944
316	Transportation Capital Project	47,582,673	-	-	(5,452,216)	-	-	-	-	-	-	42,130,457
319	General Governmental Capital	8,224,108	-	-	1,479,469	-	-	-	15,611,470	-	-	25,315,047
361	CFD 2014-1	7,631,421	-	-	-	-	-	-	-	-	-	7,631,421
362	CFD 2016-1	10,751,459	-	-	-	-	-	-	-	-	-	10,751,459
401	Water/Wastewater	84,418,594	-	-	931,718	-	-	-	-	-	-	85,350,312
402	UPD - Water/Wastewater	21,339,048	-	-	834,329	-	-	-	-	-	-	22,173,377
403	Water/Wastewater Capital Proj	18,394,238	-	-	9,213,532	-	-	-	-	-	-	27,607,770
404	Wastewater Capital Project	15,453,667	-	-	2,609,901	-	-	-	-	-	-	18,063,568
405	Stormwater Management	37,572,031	-	-	(923,426)	-	-	-	-	-	-	36,648,605
406	Stormwater Management Capital	45,594,836	-	-	6,300,334	-	-	-	-	-	-	51,895,170
407	UPD - Capital Projects	11,893,066	-	-	823,137	-	-	-	-	-	-	12,716,203
408	UPD Wastewater Capital Project	14,021,357	-	-	510,824	-	-	-	-	-	-	14,532,181
501	Fleet Maintenance	9,933,236	-	-	(318,076)	-	-	-	-	-	-	9,615,160
510	Insurance Claims & Reserves	3,714,231	-	-	(65,189)	-	-	-	-	-	-	3,649,042
511	Medical Self Insurance	34,128,975	-	-	110,814	-	-	-	-	-	-	34,239,789
512	Worker's Compensation	4,802,738	-	-	(384,966)	-	-	-	-	-	-	4,417,772
520	Information Technology	23,103,404	-	-	70,551	-	-	-	-	-	-	23,173,955
		\$ 795,179,696	\$ 1,000,000	\$ 1,530,000	\$ 29,577,073	\$ 3,961,110	\$ 5,600,000	\$ 1,800,000	\$ 31,222,940	\$ 728,314	\$ 19,129,684	\$ 889,728,817

Notes: Ordinance #3026 establishing the 2021-2022 budget was approved by Council on December 10, 2020.  
Ordinance #3041 amending the 2021-2022 budget was approved by Council on July 20, 2021.  
Ordinance #3042 amending the 2021-2022 budget was approved by Council on July 20, 2021.



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-126  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Christina Reller	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Pay Plans “N” and “N-S” in Order to Add Three (3) Classifications and Approval of Various Staffing Authorizations

- a. Ordinance No. 3052: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “N” and “N-S” in Order to Add Three Job Classifications to the Non-Represented and Non-Represented Supplemental Pay Plans, Providing for Severability and Establishing an Effective Date

**OVERVIEW STATEMENT:**

The purpose of the Staffing Authorization is to recognize the following changes in staffing levels and classifications:

- Eight (8) additional Parks FTEs were authorized to support the implementation of the Parks and Recreation Recovery Plan. The recovery plan lays out a multi-faceted, stepped approach that informs the milestones to be reached before the positions are hired and the criteria that must be met. The Parks Recovery Plan and the request to add the required FTEs were approved by Council on April 6, 2021 during the Regular Business Meeting.
- Two (2) job classifications were added to create a Deputy Department Director classification for the Executive and TIS departments. The classifications were added to create consistency across departments, address span of control issues for Department Directors and to provide a path for succession planning. No additional FTEs were added. The request to create the new classification for the Deputy TIS Director was approved by Council at the April 27, 2021 Finance, Administration and Communications Committee of the Whole meeting. The Deputy Executive Department Director was approved by Council at the May 11, 2021 Planning and Public Works Committee of the Whole meeting.
- One (1) job classification has been added to create a Diversity, Equity and Inclusion Program Manager as informed by the budget process. The request to create the new classification was approved by Council at the April 27, 2021 Finance, Administration and Communications Committee of the Whole meeting.

- Four (4) additional Fire Fighter FTEs were authorized to formalize the over-hire practice used to help reduce overtime costs for the department, and the FTEs are to be used for over-hire purposes only. The change was recommended by Council during the May 18, 2021 Regular Business Meeting.

**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 approval of the staffing authorizations will formalize previous direction provided by Council.

**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
3/23/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
4/6/2021	Business Meeting	Provide Direction
4/27/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
5/11/2021	Committee of the Whole - Planning and Public Works	Provide Direction
5/18/2021	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

It is a priority to keep staffing authorizations in alignment with the pay plans and budget allocations.

**ANTICIPATED RESULT IF NOT APPROVED:**

Staffing authorization would not align with the pay plans and budget allocations.

**ATTACHMENTS:**

Attachment A: Staffing Authorization Summary

Attachment B: Staffing Authorization Detail

Attachment C: Ordinance



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-126  
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Christina Reller	Senior Financial Analyst
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**TITLE:**

Adoption of an Ordinance Amending Pay Plans "N" and "N-S" in Order to Add Three (3) Classifications and Approval of Various Staffing Authorizations

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**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 approval of the staffing authorizations will formalize previous direction provided by Council.

**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
3/23/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
4/6/2021	Business Meeting	Provide Direction
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**Proposed Upcoming Contact(s)**

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

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Staffing authorization would not align with the pay plans and budget allocations.

**ATTACHMENTS:**

Attachment A: Staffing Authorization Summary

Attachment B: Staffing Authorization Detail

Attachment C: Ordinance



**Staffing Authorization Summary**

<b>Position</b>	<b>FTE</b>
Program Assistant	3.00
Program Coordinator	5.00
Firefighter	4.00
<b>Total</b>	<b>12.00</b>

**EXECUTIVE  
STAFFING AUTHORIZATIONS**

**CITY OF REDMOND**

<b>Position</b>	<b>2017-2018 Budget</b>	<b>2019-2020 Budget</b>	<b>2020 Reduction</b>	<b>2019-2020 Budget</b>	<b>2021-2022 Budget</b>	<b>2021 Adjustment</b>	<b>2021-2022 Revised Budget</b>
<b>ADMINISTRATION</b>							
Administrative Specialist <sup>2</sup>	1.00	-	-	-	-	-	-
Chief Operating Officer	1.00	1.00	-	1.00	1.00	-	1.00
Chief Policy Advisor	1.00	1.00	-	1.00	1.00	-	1.00
Department Administrative Coordinator <sup>2</sup>	-	-	-	-	-	-	-
Deputy City Administrator	1.00	-	-	-	-	-	-
Deputy Executive Department Director <sup>2</sup>	-	-	-	-	-	1.00	1.00
Executive Analyst <sup>2</sup>	-	1.00	-	1.00	1.00	-	1.00
Executive Assistant <sup>4</sup>	1.00	1.00	(1.00)	-	-	-	-
Mayor	1.00	1.00	-	1.00	1.00	-	1.00
	6.00	5.00	(1.00)	4.00	4.00	1.00	5.00
<b>OFFICE OF COMMUNICATIONS</b>							
Communications & Marketing Manager	1.00	1.00	-	1.00	1.00	-	1.00
Communications & Marketing Project Administrator <sup>2</sup>	1.00	-	-	-	-	-	-
Communications & Marketing Specialist <sup>1,2</sup>	2.00	4.00	-	4.00	4.00	-	4.00
Communications & Marketing Supervisor <sup>1,2</sup>	-	2.00	-	2.00	2.00	(1.00)	1.00
Graphics Designer <sup>8</sup>	1.00	-	-	-	-	-	-
	5.00	7.00	-	7.00	7.00	(1.00)	6.00
<b>ENVIRONMENTAL SUSTAINABILITY</b>							
Environmental Sustainability Program Manager	-	1.00	-	1.00	1.00	-	1.00
Program Administrator <sup>1</sup>	-	-	-	-	1.00	-	1.00
	-	1.00	-	1.00	2.00	-	2.00
<b>DIVERSITY EQUITY &amp; INCLUSION</b>							
Diversity and Equity Inclusion Manager <sup>1</sup>	-	-	-	-	1.00	-	1.00
	-	-	-	-	1.00	-	1.00
<b>EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY (EPSCA)</b>							
EPSCA 800 MHz Technician	1.00	-	-	-	-	-	-
EPSCA Senior Accounting Associate <sup>1</sup>	1.00	-	-	-	-	-	-
	2.00	-	-	-	-	-	-
<b>CITY CLERK</b>							
Administrative Specialist <sup>2</sup>	1.00	-	-	-	-	-	-
City Clerk	1.00	1.00	-	1.00	1.00	-	1.00
Program Coordinator <sup>2</sup>	1.00	2.00	-	2.00	2.00	-	2.00
Deputy City Clerk	1.00	1.00	-	1.00	1.00	-	1.00
	4.00	4.00	-	4.00	4.00	-	4.00
<b>LEGAL SERVICES</b>							
Legal Assistant	1.00	1.00	-	1.00	1.00	-	1.00
Paralegal <sup>3</sup>	0.75	0.75	-	0.75	0.75	-	0.75
Deputy Prosecuting Attorney <sup>3</sup>	1.50	1.50	-	1.50	1.50	-	1.50
Supervising Attorney	1.00	1.00	-	1.00	1.00	-	1.00
	4.25	4.25	-	4.25	4.25	-	4.25
<b>TOTAL FTEs</b>	<b>21.25</b>	<b>21.25</b>	<b>(1.00)</b>	<b>20.25</b>	<b>22.25</b>	<b>-</b>	<b>22.25</b>
<b>SUPPLEMENTAL FTEs <sup>6</sup></b>	<b>0.76</b>				<b>1.90</b>		

**Notes:**

1. Reallocated position within City
2. Reclassification
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).

**FIRE**  
**STAFFING AUTHORIZATIONS**  
**CITY OF REDMOND**

Position	2017-2018 Budget	2019-2020 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>ADMINISTRATION</b>							
Administrative Assistant	4.00	4.00	-	4.00	4.00	-	4.00
Assistant Fire Marshal	2.00	2.00	-	2.00	2.00	-	2.00
Department Administrative Coordinator	1.00	1.00	-	1.00	1.00	-	1.00
Program Coordinator (Emergency Management) <sup>5</sup>	2.00	2.00	-	2.00	1.00	-	1.00
Program Coordinator <sup>3</sup>	-	-	-	-	1.00	-	1.00
Emergency Preparedness Manager	1.00	1.00	-	1.00	1.00	-	1.00
Deputy Chief	2.00	2.00	-	2.00	2.00	-	2.00
Deputy Fire Marshal <sup>5,8</sup>	4.00	6.00	-	6.00	5.00	-	5.00
Finance Officer <sup>1</sup>	1.00	-	-	-	-	-	-
Fire Apparatus Supervisor	1.00	1.00	-	1.00	1.00	-	1.00
Fire Chief	1.00	1.00	-	1.00	1.00	-	1.00
Fire Marshal	1.00	1.00	-	1.00	1.00	-	1.00
Fire Mechanic <sup>5</sup>	2.00	2.00	-	2.00	1.00	-	1.00
	22.00	23.00	-	23.00	21.00	-	21.00
<b>OPERATIONS</b>							
Battalion Chief	3.00	3.00	-	3.00	3.00	-	3.00
Battalion Chief - Training	1.00	1.00	-	1.00	1.00	-	1.00
Captain	6.00	6.00	-	6.00	6.00	-	6.00
Captain - Training	1.00	1.00	-	1.00	1.00	-	1.00
Driver Engineer	18.00	18.00	-	18.00	18.00	-	18.00
Firefighter <sup>2</sup>	46.00	44.00	-	44.00	44.00	-	44.00
Firefighter (Overhire) <sup>7</sup>	-	-	-	-	-	4.00	4.00
Lieutenant	15.00	15.00	-	15.00	15.00	-	15.00
Lieutenant - Central Purchasing Officer	1.00	1.00	-	1.00	1.00	-	1.00
Lieutenant - Training	1.00	1.00	-	1.00	1.00	-	1.00
	92.00	90.00	-	90.00	90.00	4.00	94.00
<b>ADVANCED LIFE SUPPORT</b>							
Fire Captain <sup>3</sup>	3.00	4.00	-	4.00	4.00	-	4.00
Medical Services Administrator	1.00	1.00	-	1.00	1.00	-	1.00
Paramedic	26.00	26.00	-	26.00	26.00	-	26.00
Paramedic - Training	1.00	1.00	-	1.00	1.00	-	1.00
	31.00	32.00	-	32.00	32.00	-	32.00
<b>FIRE LEVY</b>							
Captain	1.00	1.00	-	1.00	1.00	-	1.00
Driver Engineer	3.00	3.00	-	3.00	3.00	-	3.00
Firefighter	15.00	15.00	-	15.00	15.00	-	15.00
Lieutenant	2.00	2.00	-	2.00	2.00	-	2.00
	21.00	21.00	-	21.00	21.00	-	21.00
<b>TOTAL FTEs</b>	166.00	166.00	-	166.00	164.00	4.00	168.00
<b>SUPPLEMENTAL FTEs <sup>6</sup></b>	0.89	-	-	-	-	-	-

**Notes:**

1. Reallocated position within City
2. Reclassification
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).
7. The Fire Department received approval to overhire Firefighters by 2.0 in the 2017-2018 biennium to provide staffing flexibility and decrease overtime costs. This authority was increased to 4.0 unfunded FTEs beginning in 2019.
8. Several years ago, two Firefighter FTEs were assigned to the Fire Prevention Division as Deputy Fire Marshals to address the development surge. One of these positions (Firefighter 1.0 FTE) is eliminated in the 2021-2022 Budget. The other position appears on this table as a Deputy Fire Marshal and these positions appeared as Firefighters in the 2019-2020 Budget.

# PARKS & RECREATION

## STAFFING AUTHORIZATIONS

### CITY OF REDMOND

Position	2017-2018 Budget	2019-2020 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>ADMINISTRATION</b>							
Cultural Arts Administrator	0.50	0.50	-	0.50	0.49	-	0.49
Department Administrative Coordinator	1.00	-	-	-	-	-	-
Deputy Director	1.00	1.00	-	1.00	1.00	-	1.00
Director	1.00	1.00	-	1.00	1.00	-	1.00
Parks Planning & Cultural Arts Manager	1.00	1.00	-	1.00	1.00	-	1.00
Planner - Senior <sup>1</sup>	2.00	1.00	-	1.00	1.00	-	1.00
	<u>6.50</u>	<u>4.50</u>	<u>-</u>	<u>4.50</u>	<u>4.49</u>	<u>-</u>	<u>4.49</u>
<b>ARTS ACTIVITY</b>							
Cultural Arts Administrator	0.50	0.50	-	0.50	0.51	-	0.51
Program Coordinator <sup>5</sup>	0.50	0.50	-	0.50	0.50	-	0.50
	<u>1.00</u>	<u>1.00</u>	<u>-</u>	<u>1.00</u>	<u>1.01</u>	<u>-</u>	<u>1.01</u>
<b>RECREATION SERVICES</b>							
Administrative Assistant	0.62	-	-	-	-	-	-
Graphics Designer	0.40	-	-	-	-	-	-
Recreation Program Manager <sup>2</sup>	1.00	-	-	-	-	-	-
Program Administrator	3.08	3.00	-	3.00	2.50	-	2.50
Program Aid <sup>5</sup>	0.63	0.63	-	0.63	-	-	-
Program Assistant <sup>5</sup>	-	2.00	-	2.00	1.00	-	1.00
Program Coordinator <sup>5,3</sup>	4.24	4.00	-	4.00	3.00	2.00	5.00
Customer Experience Manager <sup>2</sup>	-	1.00	-	1.00	1.00	-	1.00
Recreation Division Manager <sup>2</sup>	-	1.00	-	1.00	1.00	-	1.00
	<u>9.97</u>	<u>11.63</u>	<u>-</u>	<u>11.63</u>	<u>8.50</u>	<u>2.00</u>	<u>10.50</u>
<b>RECREATION ACTIVITY</b>							
Administrative Assistant	0.38	-	-	-	-	-	-
Graphics Designer	0.60	-	-	-	-	-	-
Program Administrator	1.92	2.00	-	2.00	1.00	-	1.00
Program Assistant <sup>2,3,4,5</sup>	5.00	2.00	(1.00)	1.00	-	3.00	3.00
Program Coordinator <sup>2,3,4,5</sup>	2.26	3.50	(1.00)	2.50	-	2.00	2.00
	<u>10.16</u>	<u>7.50</u>	<u>(2.00)</u>	<u>5.50</u>	<u>1.00</u>	<u>5.00</u>	<u>6.00</u>
<b>SPECIAL EVENTS</b>							
Administrative Assistant	-	1.00	-	1.00	1.00	-	1.00
Program Coordinator <sup>2,5</sup>	1.00	1.00	-	1.00	0.50	1.00	1.50
	<u>1.00</u>	<u>2.00</u>	<u>-</u>	<u>2.00</u>	<u>1.50</u>	<u>1.00</u>	<u>2.50</u>
<b>PARKS LEVY</b>							
Department Administrative Coordinator <sup>5</sup>	1.00	1.00	-	1.00	-	-	-
Program Administrator	-	-	-	-	2.50	-	2.50
Program Assistant	-	1.00	-	1.00	-	-	-
Program Coordinator <sup>5</sup>	2.00	2.00	-	2.00	1.00	-	1.00
	<u>3.00</u>	<u>4.00</u>	<u>-</u>	<u>4.00</u>	<u>3.50</u>	<u>-</u>	<u>3.50</u>
<b>CUSTOMER SERVICE</b>							
Program Coordinator <sup>2,5</sup>	-	3.00	-	3.00	2.00	-	2.00
Customer Service Manager <sup>2</sup>	1.00	-	-	-	-	-	-
Customer Experience Manager <sup>2</sup>	-	-	-	-	-	-	-
Administrative Assistant <sup>2</sup>	1.00	-	-	-	-	-	-
Accounting Specialist - Senior <sup>2</sup>	1.00	-	-	-	-	-	-
Program Administrator <sup>2</sup>	1.00	1.00	-	1.00	1.00	-	1.00
	<u>4.00</u>	<u>4.00</u>	<u>-</u>	<u>4.00</u>	<u>3.00</u>	<u>-</u>	<u>3.00</u>
<b>PARKS MAINTENANCE &amp; OPERATIONS</b>							
Administrative Specialist	0.71	0.55	-	0.55	0.47	-	0.47
Lead Maintenance Technician	4.00	4.00	-	4.00	4.00	-	4.00
Maintenance Technician	10.68	11.00	-	11.00	12.00	-	12.00
Parks Maintenance & Operations Manager	1.00	0.80	-	0.80	1.00	-	1.00
Parks Maintenance Supervisor <sup>2</sup>	1.00	-	-	-	-	-	-
Parks Operations Supervisor <sup>2</sup>	1.00	2.00	-	2.00	2.00	-	2.00
Program Administrator	1.00	1.00	-	1.00	1.00	-	1.00
	<u>19.39</u>	<u>19.35</u>	<u>-</u>	<u>19.35</u>	<u>20.47</u>	<u>-</u>	<u>20.47</u>

## PARKS & RECREATION

### STAFFING AUTHORIZATIONS

#### CITY OF REDMOND

Position	2017-2018 Budget	2019-2020 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>FACILITIES MAINTENANCE &amp; OPERATIONS</b>							
HVAC Technician	1.00	1.00	-	1.00	1.00	-	1.00
Facilities Manager <sup>2</sup>	-	1.00	-	1.00	1.00	-	1.00
Maintenance & Operations Supervisor	1.00	1.00	-	1.00	1.00	-	1.00
Parks Maintenance & Operations Manager	-	0.20	-	0.20	-	-	-
Parks Assistant Maintenance & Operations Manager <sup>2</sup>	-	-	-	-	-	-	-
Administrative Assistant (Operations) <sup>2</sup>	0.88	1.00	-	1.00	1.00	-	1.00
Administrative Specialist <sup>2</sup>	0.13	0.17	-	0.17	0.25	-	0.25
Lead Maintenance Technician	3.00	3.00	-	3.00	3.00	-	3.00
Maintenance Technician	12.00	13.00	-	13.00	12.00	-	12.00
	18.01	20.37	-	20.37	19.25	-	19.25
<b>TOTAL FTEs</b>	73.03	74.35	(2.00)	72.35	62.72	8.00	70.72
<b>SUPPLEMENTAL FTEs <sup>6</sup></b>	33.17				15.23		

**Notes:**

1. Reallocated position within City
2. Reclassification with in Department
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).

# TECHNOLOGY & INFORMATION SERVICES

## STAFFING AUTHORIZATIONS

### CITY OF REDMOND

Position	2017-2018 Budget	2019-2020 Budget	2020 Reduction	2019-2020 Budget	2021-2022 Budget	2021 Adjustment	2021-2022 Revised Budget
<b>ADMINISTRATION</b>							
Director	1.00	1.00	-	1.00	1.00	-	1.00
Deputy TIS Director <sup>3</sup>	-	-	-	-	-	1.00	1.00
	1.00	1.00	-	1.00	1.00	1.00	2.00
<b>INFRASTRUCTURE &amp; OPERATIONS</b>							
Information Services Manager	1.00	1.00	-	1.00	1.00	-	1.00
Information Services Supervisor <sup>2</sup>	-	-	-	-	-	-	-
Information Services Supervisor	1.00	-	-	-	-	-	-
Systems Support Specialist	3.00	3.00	-	3.00	3.00	-	3.00
Network System Engineer <sup>2</sup>	2.00	2.00	-	1.00	1.00	-	1.00
Network Analyst <sup>2</sup>	1.00	1.00	-	2.00	2.00	-	2.00
Technical Systems Coordinator <sup>2,3</sup>	2.00	-	-	-	-	-	-
GIS Analyst	2.00	2.00	-	2.00	2.00	-	2.00
GIS Analyst - Senior	1.00	1.00	-	1.00	1.00	-	1.00
GIS Data Technician <sup>5</sup>	1.00	1.00	-	1.00	-	-	-
Programmer Analyst - Senior	1.00	1.00	-	1.00	1.00	-	1.00
Security and Compliance Manager <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Security and Compliance Analyst <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Senior System Analyst <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Infrastructure Systems Engineer <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
	15.00	16.00	-	16.00	15.00	-	15.00
<b>BUSINESS SOLUTIONS</b>							
Information Services Manager <sup>2</sup>	1.00	2.00	-	2.00	2.00	(1.00)	1.00
Systems Analyst - Senior <sup>1,2</sup>	5.00	5.00	-	5.00	5.00	-	5.00
Business Analyst <sup>1,2</sup>	2.00	1.00	-	1.00	1.00	-	1.00
Business Analyst SR <sup>2</sup>	-	2.00	-	2.00	2.00	-	2.00
Project Management Office Manager	-	1.00	-	1.00	1.00	-	1.00
Technical Systems Coordinator - Police Levy	1.00	1.00	-	1.00	1.00	-	1.00
Data Analyst - Fire	1.00	1.00	-	1.00	1.00	-	1.00
Business Analyst SR HRIS <sup>1</sup>	-	1.00	-	1.00	1.00	-	1.00
Business Analyst HRIS <sup>2</sup>	-	1.00	-	1.00	1.00	-	1.00
Tech Project Manager <sup>1,2</sup>	-	2.00	-	2.00	2.00	-	2.00
	10.00	17.00	-	17.00	17.00	(1.00)	16.00
<b>TECHNOLOGY INNOVATIONS</b>							
Information Services Manager	1.00	1.00	-	1.00	1.00	-	1.00
Programmer Analyst - Senior	2.00	2.00	-	2.00	2.00	-	2.00
Business Application Specialist	-	-	-	-	-	-	-
	3.00	3.00	-	3.00	3.00	-	3.00
<b>TOTAL FTEs</b>	29.00	37.00	-	37.00	36.00	-	36.00
<b>SUPPLEMENTAL FTEs <sup>6</sup></b>	-	-	-	-	-	-	-

**Notes:**

1. Reallocated position within City
2. Reclassification within in Department
3. New Position
4. 2020 Reduction
5. 2021-2022 Reduction
6. Supplemental FTE estimates are based on supplemental budgets, average hourly rates (varies by year) and standard full-time hours per year (2,080).

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLANS "N" AND "N-S"  
IN ORDER TO ADD THREE JOB CLASSIFICATIONS TO  
THE NON-REPRESENTED AND NON-REPRESENTED  
SUPPLEMENTAL PAY PLANS AND PROVIDING FOR  
SEVERABILITY AND ESTABLISHING AN EFFECTIVE  
DATE

---

WHEREAS, the "N" and "N-S" Pay Plans were updated and amended effective January 1, 2021; and

WHEREAS, the Pay Plans adopted by Ordinance No. 3020 are hereby amended based upon needs in the Executive Department and the Technology and Information Services Department. Collaborative efforts between the Executive Department and Technology and Information Services Department and Human Resources Department, who conducted classification research, have resulted in the recommendation to include three new classifications in the "N" and "N-S" Pay Plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plans "N" and "N-S" Amended. Effective August 17, 2021, the 2021 Non-Represented "N" Pay Plan and 2021 Non-Represented Supplemental "N-S" Pay Plan adopted by Ordinance No. 3020 are hereby amended to reflect the additional classification of the Deputy Executive Department Director, as

approved by the Council on May 18, 2021; and the classifications of Deputy Technology and Information Services Director and Diversity, Equity and Inclusion Program Manager, as approved by the Council on April 6, 2021. The amended Pay Plans are attached as Exhibit 1 and Exhibit 2 and incorporated herein as if set forth in full.

Section 2.      Changes to Classifications. Changes made to the classifications on the "N" and "N-S" Pay Plans include: The addition of the following classifications: Deputy Executive Department Director, Deputy Technology and Information Services Director, and Diversity, Equity and Inclusion Program Manager.

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 17<sup>th</sup> day of August  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



**2021 Pay Plan "N" - Non-Represented Employees**

Ordinance No.  
Effective

Grade	FLSA	Position Title	Monthly			Annually		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
NE68	NE	Accounting Associate - Senior	\$4,995	\$5,869	\$6,743	\$59,940	\$70,428	\$80,916
NA10	NE	Administrative Assistant	\$4,195	\$4,930	\$5,664	\$50,340	\$59,160	\$67,968
NA20	NE	Administrative Specialist	\$4,545	\$5,341	\$6,137	\$54,540	\$64,092	\$73,644
NA45	E	Assistant Director - Community Planning	\$9,759	\$11,467	\$13,174	\$117,108	\$137,604	\$158,088
NA46	E	Assistant Director - Development Services	\$9,907	\$11,642	\$13,376	\$118,884	\$139,704	\$160,512
NA50	E	Assistant Director Public Works, Maint. & Ops.	\$9,807	\$11,524	\$13,240	\$117,684	\$138,288	\$158,880
NA85	E	Assistant Director/City Engineer	\$10,076	\$11,839	\$13,602	\$120,912	\$142,068	\$163,224
NA70	E	Assistant Maintenance Manager	\$8,217	\$9,655	\$11,093	\$98,604	\$115,860	\$133,116
NM80	E	Chief Policy Advisor	\$9,903	\$11,637	\$13,371	\$118,836	\$139,644	\$160,452
NC01	E	City Clerk	\$7,899	\$9,280	\$10,661	\$94,788	\$111,360	\$127,932
NC15	E	Communications and Marketing Manager	\$8,555	\$10,052	\$11,549	\$102,660	\$120,624	\$138,588
NC60	E	Communications and Marketing Supervisor	\$7,230	\$8,495	\$9,760	\$86,760	\$101,940	\$117,120
NC05	E	Communications Dispatch Supervisor	\$6,725	\$7,903	\$9,080	\$80,700	\$94,836	\$108,960
NC20	E	Community Support Administrator	\$6,558	\$7,706	\$8,853	\$78,696	\$92,472	\$106,236
NC50	E	Customer Experience Manager	\$7,599	\$8,929	\$10,259	\$91,188	\$107,148	\$123,108
ND01	NE	Department Administrative Coordinator	\$5,324	\$6,256	\$7,188	\$63,888	\$75,072	\$86,256
TBD	E	Deputy Executive Department Director	\$9,652	\$11,340	\$13,028	\$115,824	\$136,080	\$156,336
ND15	E	Deputy Finance Director	\$9,652	\$11,340	\$13,028	\$115,824	\$136,080	\$156,336
NA60	E	Deputy Fire Chief	\$11,071	\$13,009	\$14,946	\$132,852	\$156,108	\$179,352
ND02	E	Deputy Human Resources Director	\$9,652	\$11,340	\$13,028	\$115,824	\$136,080	\$156,336
ND05	E	Deputy Parks Director	\$9,251	\$10,870	\$12,489	\$111,012	\$130,440	\$149,868
ND35	E	Deputy Planning & Community Development Director	\$10,161	\$11,940	\$13,718	\$121,932	\$143,280	\$164,616
ND20	E	Deputy Prosecuting Attorney	\$7,434	\$8,735	\$10,035	\$89,208	\$104,820	\$120,420
ND40	E	Deputy Public Works Director/City Engineer	\$10,685	\$12,555	\$14,424	\$128,220	\$150,660	\$173,088
TBD	E	Deputy Technology & Information Services Director	\$10,993	\$12,917	\$14,840	\$131,916	\$155,004	\$178,080
ND25	E	Development Services Center Supervisor	\$7,570	\$8,895	\$10,219	\$90,840	\$106,740	\$122,628
TBD	E	Diversity, Equity & Inclusion Program Manager	\$6,933	\$8,146	\$9,359	\$83,196	\$97,752	\$112,308
NE01	E	Emergency Preparedness Manager	\$8,547	\$10,043	\$11,538	\$102,564	\$120,516	\$138,456
NE20	E	Engineer - Senior	\$8,328	\$9,786	\$11,243	\$99,936	\$117,432	\$134,916
NE30	E	Engineering Manager	\$9,611	\$11,293	\$12,974	\$115,332	\$135,516	\$155,688
NE50	E	Engineering Supervisor	\$8,801	\$10,341	\$11,880	\$105,612	\$124,092	\$142,560
NE68	NE	EPSCA Senior Accounting Associate	\$4,995	\$5,869	\$6,743	\$59,940	\$70,428	\$80,916
NE45	E	Executive Analyst	\$6,232	\$7,323	\$8,413	\$74,784	\$87,876	\$100,956
NF70	E	Facilities Manager	\$8,156	\$9,584	\$11,011	\$97,872	\$115,008	\$132,132
NF20	E	Financial Analyst	\$5,887	\$6,918	\$7,949	\$70,644	\$83,016	\$95,388
NF30	E	Financial Analyst - Senior	\$7,026	\$8,256	\$9,485	\$84,312	\$99,072	\$113,820
NF40	E	Financial Planning Manager	\$8,793	\$10,333	\$11,872	\$105,516	\$123,996	\$142,464
NF60	E	Financial Services Manager	\$8,722	\$10,248	\$11,774	\$104,664	\$122,976	\$141,288
NF65	E	Financial Services Supervisor	\$6,375	\$7,491	\$8,606	\$76,500	\$89,892	\$103,272
NH10	NE	Human Resources Analyst	\$5,965	\$7,009	\$8,053	\$71,580	\$84,108	\$96,636
NH15	E	Human Resources Manager	\$8,490	\$9,976	\$11,462	\$101,880	\$119,712	\$137,544
NI01	E	Inspection Supervisor	\$7,070	\$8,307	\$9,543	\$84,840	\$99,684	\$114,516
NI10	E	IS Manager	\$9,858	\$11,583	\$13,308	\$118,296	\$138,996	\$159,696
NI20	E	IS Supervisor	\$8,836	\$10,383	\$11,929	\$106,032	\$124,596	\$143,148
NM15	E	Maintenance and Operations Supervisor	\$7,532	\$8,850	\$10,167	\$90,384	\$106,200	\$122,004
NM01	E	Maintenance Manager	\$9,167	\$10,771	\$12,375	\$110,004	\$129,252	\$148,500
NP02	E	Park Maintenance and Operations Manager	\$7,635	\$8,971	\$10,307	\$91,620	\$107,652	\$123,684
NP10	E	Parks Maintenance and Operations Supervisor	\$6,547	\$7,692	\$8,836	\$78,564	\$92,304	\$106,032
NP25	E	Parks Planning and Cultural Arts Manager	\$8,194	\$9,628	\$11,062	\$98,328	\$115,536	\$132,744
NP30	E	Payroll Supervisor	\$6,370	\$7,485	\$8,599	\$76,440	\$89,820	\$103,188
NP50	E	Planning Manager	\$8,832	\$10,378	\$11,924	\$105,984	\$124,536	\$143,088



**2021 Pay Plan "N" - Non-Represented Employees**

Ordinance No.  
Effective

Grade	FLSA	Position Title	Monthly			Annually		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
NA80	E	Police Captain	\$12,514	\$13,141	\$13,768	\$150,168	\$157,692	\$165,216
NP67	NE	Police Crime Analyst (limited duration)	\$5,781	\$6,648	\$7,515	\$69,372	\$79,776	\$90,180
NP69	NE	Police Program Coordinator (limited duration)	\$4,639	\$5,888	\$7,137	\$55,668	\$70,656	\$85,644
NP71	E	Police Support Services Manager	\$7,690	\$9,036	\$10,381	\$92,280	\$108,432	\$124,572
NP68	E	Police Support Services Supervisor	\$6,443	\$7,570	\$8,697	\$77,316	\$90,840	\$104,364
NP95	E	Project Management Office Manager	\$10,822	\$12,716	\$14,610	\$129,864	\$152,592	\$175,320
NP90	E	Purchasing/Contracting Manager	\$8,525	\$10,017	\$11,509	\$102,300	\$120,204	\$138,108
NR01	E	Real Property Manager	\$7,470	\$8,778	\$10,085	\$89,640	\$105,336	\$121,020
NR10	E	Recreation Division Manager	\$8,127	\$9,549	\$10,971	\$97,524	\$114,588	\$131,652
NR15	E	Recreation Program Administrator	\$6,398	\$7,518	\$8,637	\$76,776	\$90,216	\$103,644
NR20	E	Recreation Program Manager	\$6,926	\$8,138	\$9,349	\$83,112	\$97,656	\$112,188
NR60	NE	Risk & Safety Program Coordinator	\$6,056	\$7,116	\$8,176	\$72,672	\$85,392	\$98,112
NS40	E	Safety Program Manager	\$6,933	\$8,147	\$9,360	\$83,196	\$97,764	\$112,320
NS50	E	Security Compliance Manager	\$10,128	\$11,900	\$13,671	\$121,536	\$142,800	\$164,052
NS03	E	Senior Human Resources Analyst	\$6,948	\$8,164	\$9,379	\$83,376	\$97,968	\$112,548
NS10	E	Supervising Attorney	\$9,787	\$11,500	\$13,212	\$117,444	\$138,000	\$158,544
NU10	E	Utility Supervisor	\$8,067	\$9,479	\$10,891	\$96,804	\$113,748	\$130,692



## 2021 Pay Plan "N-S" - Non-Represented Employees Supplemental

**Ordinance No.**

**Effective**

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
SNE68	NE	Accounting Associate - Senior	\$23.05	\$27.38	\$31.70
SNA10	NE	Administrative Assistant	\$19.36	\$22.99	\$26.62
SNA20	NE	Administrative Specialist	\$20.98	\$24.91	\$28.84
SNA45	NE*	Assistant Director - Community Planning	\$45.04	\$53.49	\$61.93
SNA46	NE*	Assistant Director - Development Services	\$45.72	\$54.30	\$62.87
SNA50	NE*	Assistant Director Public Works, Maint. & Ops.	\$45.26	\$53.75	\$62.24
SNA85	NE*	Assistant Director/City Engineer	\$46.50	\$55.22	\$63.94
SNA70	NE*	Assistant Maintenance Manager	\$37.92	\$45.04	\$52.15
SNM80	NE*	Chief Policy Advisor	\$45.71	\$54.28	\$62.85
SNC01	NE*	City Clerk	\$36.46	\$43.29	\$50.13
SNC15	NE*	Communications and Marketing Manager	\$39.48	\$46.89	\$54.29
SNC60	NE*	Communications and Marketing Supervisor	\$33.37	\$39.63	\$45.88
SNC05	NE*	Communications Dispatch Supervisor	\$31.04	\$36.86	\$42.68
TBD	NE*	Community Support Administrator	\$30.27	\$35.94	\$41.62
SNC50	NE*	Customer Experience Manager	\$35.07	\$41.65	\$48.22
SND01	NE	Department Administrative Coordinator	\$24.57	\$29.18	\$33.79
TBD	NE*	Deputy Executive Department Director	\$44.55	\$52.90	\$61.25
SND15	NE*	Deputy Finance Director	\$44.55	\$52.90	\$61.25
SNA60	NE*	Deputy Fire Chief	\$51.10	\$60.68	\$70.26
SND02	NE*	Deputy Human Resources Director	\$44.55	\$52.90	\$61.25
SND05	NE*	Deputy Parks Director	\$42.70	\$50.70	\$58.71
SND35	NE*	Deputy Planning & Community Development Director	\$46.90	\$55.69	\$64.48
SND20	NE*	Deputy Prosecuting Attorney	\$34.31	\$40.74	\$47.18
SND10	NE*	Deputy Public Works Director/City Engineer	\$49.32	\$58.56	\$67.81
TBD	NE*	Deputy Technology & Information Services Director	\$50.74	\$60.25	\$69.76
SND25	NE*	Development Services Center Supervisor	\$34.94	\$41.49	\$48.04
TBD	NE*	Diversity, Equity & Inclusion Program Manager	\$32.00	\$38.00	\$44.00
SNE01	NE*	Emergency Preparedness Manager	\$39.45	\$46.84	\$54.24
SNE20	NE*	Engineer - Senior	\$38.44	\$45.64	\$52.85
SNE30	NE*	Engineering Manager	\$44.36	\$52.68	\$60.99
SNE50	NE*	Engineering Supervisor	\$40.62	\$48.24	\$55.85
SNE68	NE	EPSCA Senior Accounting Associate	\$23.05	\$27.38	\$31.70
TBD	NE	Executive Analyst	\$28.76	\$34.16	\$39.55
SNF70	NE*	Facilities Manager	\$37.64	\$44.70	\$51.76
SNF20	NE*	Financial Analyst	\$27.17	\$32.27	\$37.36
SNF30	NE*	Financial Analyst - Senior	\$32.43	\$38.51	\$44.59



## 2021 Pay Plan "N-S" - Non-Represented Employees Supplemental

**Ordinance No.**

**Effective**

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
SNF40	NE*	Financial Planning Manager	\$40.58	\$48.19	\$55.80
SNF60	NE*	Financial Services Manager	\$40.26	\$47.80	\$55.35
TBD	NE*	Financial Services Supervisor	\$29.42	\$34.94	\$40.46
SNH10	NE	Human Resources Analyst	\$27.53	\$32.69	\$37.85
SNH15	NE*	Human Resources Manager	\$39.18	\$46.53	\$53.88
SNI01	NE*	Inspection Supervisor	\$32.63	\$38.75	\$44.87
SNI10	NE*	IS Manager	\$45.50	\$54.03	\$62.56
SNI20	NE*	IS Supervisor	\$40.78	\$48.43	\$56.07
SNM15	NE*	Maintenance and Operations Supervisor	\$34.76	\$41.28	\$47.80
SNM01	NE*	Maintenance Manager	\$42.31	\$50.24	\$58.18
SNP02	NE*	Park Maintenance and Operations Manager	\$35.24	\$41.85	\$48.45
SNP10	NE*	Parks Maintenance and Operations Supervisor	\$30.22	\$35.88	\$41.55
SNP25	NE*	Parks Planning and Cultural Arts Manager	\$37.82	\$44.91	\$52.00
SNP30	NE*	Payroll Supervisor	\$29.40	\$34.91	\$40.43
SNP50	NE*	Planning Manager	\$40.76	\$48.41	\$56.05
SNA80	NE*	Police Captain	\$57.76	\$68.59	\$79.42
SNP67	NE	Police Crime Analyst (limited duration)	\$26.68	\$31.68	\$36.69
SNP69	NE	Police Program Coordinator (limited duration)	\$21.41	\$25.43	\$29.44
SNP71	NE*	Police Support Services Manager	\$35.49	\$42.15	\$48.80
SNP68	NE*	Police Support Services Supervisor	\$29.74	\$35.31	\$40.89
SNP95	NE*	Project Management Office Manager	\$49.95	\$59.31	\$68.68
SNP90	NE*	Purchasing/Contracting Manager	\$39.35	\$46.72	\$54.10
SNR01	NE*	Real Property Manager	\$34.48	\$40.94	\$47.41
SNR10	NE*	Recreation Division Manager	\$37.51	\$44.54	\$51.58
SNR15	NE*	Recreation Program Administrator	\$29.53	\$35.07	\$40.60
SNR20	NE*	Recreation Program Manager	\$31.97	\$37.96	\$43.95
SNR60	NE	Risk & Safety Program Coordinator	\$27.95	\$33.19	\$38.43
SNS40	NE*	Safety Program Manager	\$32.00	\$38.00	\$44.00
SNS50	NE*	Security Compliance Manager	\$46.74	\$55.51	\$64.27
SNS03	NE*	Senior Human Resources Analyst	\$32.07	\$38.08	\$44.09
SNS10	NE*	Supervising Attorney	\$45.17	\$53.64	\$62.11
SNU10	NE*	Utility Supervisor	\$37.23	\$44.21	\$51.19

\*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.



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-127  
**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
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**DEPARTMENT STAFF:**

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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**TITLE:**

Adoption of an Ordinance Amending the Redmond Comprehensive Plan and the Redmond Zoning Code to Allow Retail Marijuana Sales in New Land Use Designated Areas and Zoning Districts

- a. Ordinance No. 3053: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan and the Redmond Zoning Code to Allow for Retail Marijuana Sales in New Zoning Districts Citywide Providing for Severability and Establishing an Effective Date

**OVERVIEW STATEMENT:**

Staff is requesting approval of the recommendations of the Planning Commission transmitted and summarized at the City Council meeting on July 6, 2021.

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

**REQUESTED ACTION:**

- Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act
- **Council Request:**  
N/A
- **Other Key Facts:**

**Annual Docket of Comprehensive Plan Amendments**

On June 16, 2020, the City Council adopted Ordinance No. 3002, establishing the scope of the proposed 2020-21 Comprehensive Plan amendment docket. The following items were recommended for review and consideration as amendments to the Comprehensive Plan.

1. **General Wastewater Plan Update**
2. **Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed**
3. **Affordable Workforce Housing Policy amendment to Housing Element**
4. **Affordable Commercial Policy amendment to the Economic Vitality Element**
5. **Land Use Designation Change and policy amendment for property in Education Hill Neighborhood**
6. *Public Safety Master Plan (withdrawn and requested placement on 2022 Docket)*
7. *Policy Amendments Related to American Disability Act (ADA) Accessibility (completed)*
8. *Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan (completed)*
9. *Amendments related to Redmond Tree Canopy (completed)*
10. *Policy Amendments related to City Facilities (completed)*
11. *Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries (withdrawn)*

RCW [36.70A.130](http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.130) <<http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.130>> provides that comprehensive plan policies and development regulations shall be subject to continuing review and evaluation by the city that adopted them and that proposed policy amendments may be considered by the city no more frequently than once every year so that the cumulative effect to the environment and to city plans and infrastructure can be ascertained.

#### **Retail Marijuana Expansion Proposal Overview and Staff Analysis**

The applicant, Jenny Carbon, is proposing a Comprehensive Plan amendment and the corresponding amendments to the Redmond Zoning Code necessary to allow retail marijuana sales in the following land use designated areas and zoning districts (Alternative 1):

- Business Park,
- Manufacturing Park, and
- Industry.

The Planning Commission recommended that expansion of retail marijuana sales be limited to the following land use designated areas and zoning districts (Alternative 2):

- Business Park, and
- Manufacturing Overlay.

All amendments to the Comprehensive Plan must be evaluated against the Comprehensive Plan amendment criteria included in RZC 21.76.07. The Planning Commission considered the staff recommendation, along with public comments and input provided at the public hearing, in their report and recommendation to City Council. Recommended amendments are more fully provided in Exhibits A and B to the approving ordinance.

#### **OUTCOMES:**

Approval of amendments associated with this proposal will expand retail marijuana sales to new zoning districts in the city subject to the state-mandated restrictive buffers and other applicable state regulations.

With the final adoption of amendments on August 17, 2021, the City Council will close the 2021 Annual Docket of Comprehensive Plan amendments satisfying the requirement for continual review of the Comprehensive Plan, concurrent consideration of proposals, and public involvement requirements provided under RCW 36.70A.130. Additionally, the City has reviewed and considered the proposed amendments in accordance with the timeline and

review criteria established under RZC 21.76.070.J.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Public Involvement has taken place since April 2020.
- **Outreach Methods and Results:**  
The City of Redmond Planning Commission held a public hearing on the proposed amendments on June 9, 2021, and continued the hearing until June 16, 2021 (for written comments). The Planning Commission closed the public hearing on June 16, 2021. Additional public outreach methods include:
  - Email to Retail Marijuana Sales Parties of Record;
  - Email to Code Clean-Up Parties of Record;
  - Posting on the City Comprehensive Plan Docket webpage;
  - Notice of the Public Hearing sent through city E-News; and
  - Notice of the Public Hearing sent through City Social Media
- **Feedback Summary:**  
Written comment was provided by the applicant and a community member and is more fully summarized in Attachment B to the draft Planning Commission Report presented on July 6, 2021.

**BUDGET IMPACT:**

**Total Cost:**

Comprehensive planning is a component of the Planning and Community Development work program that is conducted by staff in the Long-Range Planning Division.

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

**Budget Offer Number:**

000250 - Community/Economic Development

**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
6/8/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/6/2021	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None Proposed at this Time	N/A

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the proposal is not approved, retail marijuana sales would continue to be permitted only in the zoning districts where the use has been identified as an allowable use under the current provisions of the Redmond Zoning Code.

**ATTACHMENTS:**

**Attachment A:** Adopting Ordinance

*Exhibit A to Adopting Ordinance: Redmond Comprehensive Plan Amendments*

*Exhibit B to the Adopting Ordinance: Redmond Zoning Code Amendments*



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-127  
**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
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**DEPARTMENT STAFF:**

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act
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N/A
- **Other Key Facts:**  
**Annual Docket of Comprehensive Plan Amendments**

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#### **OUTCOMES:**

Approval of amendments associated with this proposal will expand retail marijuana sales to new zoning districts in the city subject to the state-mandated restrictive buffers and other applicable state regulations.

With the final adoption of amendments on August 17, 2021, the City Council will close the 2021 Annual Docket of Comprehensive Plan amendments satisfying the requirement for continual review of the Comprehensive Plan, concurrent consideration of proposals, and public involvement requirements provided under RCW 36.70A.130. Additionally, the City has reviewed and considered the proposed amendments in accordance with the timeline and

review criteria established under RZC 21.76.070.J.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
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  - Notice of the Public Hearing sent through city E-News; and
  - Notice of the Public Hearing sent through City Social Media
- **Feedback Summary:**  
Written comment was provided by the applicant and a community member and is more fully summarized in Attachment B to the draft Planning Commission Report presented on July 6, 2021.

**BUDGET IMPACT:**

**Total Cost:**

Comprehensive planning is a component of the Planning and Community Development work program that is conducted by staff in the Long-Range Planning Division.

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

**Budget Offer Number:**

000250 - Community/Economic Development

**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
6/8/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/6/2021	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None Proposed at this Time	N/A

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the proposal is not approved, retail marijuana sales would continue to be permitted only in the zoning districts where the use has been identified as an allowable use under the current provisions of the Redmond Zoning Code.

**ATTACHMENTS:**

**Attachment A:** Adopting Ordinance

*Exhibit A to Adopting Ordinance: Redmond Comprehensive Plan Amendments*

*Exhibit B to the Adopting Ordinance: Redmond Zoning Code Amendments*

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING THE REDMOND  
COMPREHENSIVE PLAN AND THE REDMOND ZONING CODE  
TO ALLOW FOR RETAIL MARIJUANA SALES IN NEW  
ZONING DISTRICTS CITYWIDE, PROVIDING FOR  
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE  
DATE

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WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations be subject to continuing evaluation and review; and

WHEREAS, on June 16, 2020, through Ordinance No. 3002, the City Council set the content of Redmond's 2019-20 Annual Comprehensive Plan Amendment Docket, also referred to as the 2020-21 Annual Docket, which included a proposal to allow retail marijuana sales in new zoning districts citywide; and

WHEREAS, the applicant, Always Greener, proposed retail marijuana sales as a new allowed use in Business Park, Manufacturing Park, and Industry land use designated areas and corresponding zoning districts; and

WHEREAS, the Technical Committee reviewed the applicant's proposal and recommended limiting retail marijuana sales as a new allowed use to Business Park and Manufacturing Park Overlay land use designated areas and corresponding zoning districts; and

WHEREAS, the Planning Commission, as part of their review and recommendation, evaluated the 2021 applicant's proposal and the Technical Committee Recommendation with consideration to the criteria described in RZC 21.76.070.J.9; and

WHEREAS, the Planning Commission held a public hearing on the retail marijuana sales expansion on June 9, 2021 and continued that the hearing until June 16, 2021; and

WHEREAS, the Planning Commission recommended approval of retail marijuana sales as a new allowed use in Business Park and Manufacturing Park Overlay land use designated areas and corresponding zoning districts, consistent with the recommendation of the Technical Committee, on June 16, 2021; and

WHEREAS, the City Council reviewed the Planning Commission recommendation and the criteria set forth in RZC 21.76.070.J.9 and desires to adopt the amendments to the Comprehensive Plan and Redmond Zoning Code as recommended by the Planning Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Findings and Conclusions.      After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings, the City Council hereby adopts the recommendation contained in the Planning Commission Report (City File No. LAND-2021-00275) dated June 30, 2021.

Section 2.      Amendment of Redmond Comprehensive Plan. These provisions of the Comprehensive Plan set forth on the attached Exhibit A are hereby amended to read as set forth therein.

Section 3.      Amendment of the Redmond Zoning Code. Those provisions of the Redmond Zoning Code set forth in the attached Exhibit B are hereby amended to read as set forth therein.

Section 4.      Preparation of Final Documents. The Administration is directed to complete preparation of amended Comprehensive Plan and Redmond Zoning Code documents, including updates to policy numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and inclusion of appropriate graphics and illustrations.

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 take effect five days after passage and publication of an approved summary consisting of the title.



ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August,  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

## **Land Use**

### **Introduction**

#### **A. General Land Use Policies**

Growth Management

Land Use Compatibility

Community Facilities and Services

Green Infrastructure

Open Space and Resource Protection

#### **B. Land Use Plan Map and Designations**

Residential

...

Other Employment

...

General Policies

...

Designation Policies

#### **LU-61 Business Park Designation**

##### *Purpose.*

Provide for attractively designed and efficiently used areas for business and manufacturing employment opportunities that complement commercial activities typically found in the Downtown, involve limited outdoor storage and include a high level of amenities.

##### *Allowed Uses.*

Implement this designation through the Business Park zone. Permit uses, such as research and development, software development, advanced technology industries, wholesale businesses, certain manufacturing businesses, associated offices and similar uses, that do not compete with the Downtown, do not serve the general public, and will not create adverse impacts on the environment or surrounding uses. Also permit residences in upper floors of buildings and allow additional building height and increased floor area ratios for these buildings. Consider allowing uses, such as a medical diagnostic and short-term treatment facility, that require large floor plates.

Encourage a mix of compatible uses to internalize vehicle trips and provide needed support services within close proximity to business park uses. Examples of compatible uses include business services that directly support surrounding businesses and limited retail and service activities, such as retail marijuana, restaurants and fitness centers, that serve employees and residents in the immediate areas.

#### **LU-62 Manufacturing Park Designation**

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Design District

...

### 21.04.030 Comprehensive Allowed Uses Chart.

A. **Generally.** This chart is meant to serve as a compilation of permitted uses within each of the individual zone summaries. It does not include all the specific use limitations or requirements that may apply. Please refer to the individual zone summaries for special use requirements or limitations.

B. **Residential Zones.**

C. **Nonresidential Zones.**

Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones											
Online Users: Click on District Abbreviation to View Map -->	<a href="#">NC-1</a>	<a href="#">NC-2</a>	<a href="#">GC</a>	<a href="#">BP</a>	<a href="#">MP</a>	<a href="#">I</a>	<a href="#">RR</a>	<a href="#">BCDD1</a>	<a href="#">BCDD2</a>	<a href="#">NDD2, NDD3</a>	<a href="#">MDD4</a>
<b>Residential</b>											
Detached dwelling unit	P	P						P			
Size-limited dwelling	P	P									
Cottage	P	P									
Accessory dwelling unit	P	P									
Attached dwelling unit	P	P									
Manufactured home	P	P									
Multifamily structure	P	P	P					P			
Dormitory											
Residential suite											
Mixed-use residential structure	P	P	P	P							
Housing services for the elderly								P			
Adult family home											
Long-term care facility								P			

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<b>Table 21.04.030B</b>											
<b>Comprehensive Allowed Uses Chart: Nonresidential Zones</b>											
<b>Online Users: Click on District Abbreviation to View Map --&gt;</b>	<a href="#">NC-1</a>	<a href="#">NC-2</a>	<a href="#">GC</a>	<a href="#">BP</a>	<a href="#">MP</a>	<a href="#">I</a>	<a href="#">RR</a>	<a href="#">BCDD1</a>	<a href="#">BCDD2</a>	<a href="#">NDD2, NDD3</a>	<a href="#">MDD4</a>
Residential care facility								P			
Retirement residence								P			
<b>General Sales or Service</b>											
General Sales or Service										P	
Automobile sales, rental, or service establishment		P	P	C	P	P				P	
Heavy consumer goods sales, rental, or service			P	P	P		P			P	P
Durable consumer goods sales, rental, and service			P	P	P		P			P	P
Consumer goods, other	P	P	P		P		P			P	P
Membership wholesale / retail warehouse					P						
Grocery, food, beverage, or dairy sales	P	P	P				P			P	
Marijuana retail sales			P	P	P		P				
Health and personal care		P	P		P					P	
Convenience store			P	P						P	
Finance and insurance		P	P	P	P		P	P		P	
Real estate services	P	P	P		P		P			P	
Professional services	P	P	P	P	P	P	P			P	P
Administrative services			P	P	P		P			P	P

EXHIBIT B

21.04.030 Comprehensive Allowed Uses Chart | Redmond Zoning Code

20-21 Annual Docket of Comprehensive Plan Amendments – Retail Marijuana

Table 21.04.030B											
Comprehensive Allowed Uses Chart: Nonresidential Zones											
Online Users: Click on District Abbreviation to View Map -->	<a href="#">NC-1</a>	<a href="#">NC-2</a>	<a href="#">GC</a>	<a href="#">BP</a>	<a href="#">MP</a>	<a href="#">I</a>	<a href="#">RR</a>	<a href="#">BCDD1</a>	<a href="#">BCDD2</a>	<a href="#">NDD2, NDD3</a>	<a href="#">MDD4</a>
Services to buildings or dwellings				P	P		P			P	P
Travel arrangement and reservation services							P			P	
Investigation and security services							P			P	
Full-service restaurant	P	P	P	P	P	C	P			P	P
Cafeteria or limited-service restaurant	P	P	P	P	P	C	P			P	P
Bar or drinking place			P	P	P					P	P
Caterer					P	P				P	P
Food service contractor					P	P				P	P
Animal kennel/shelter			P		P					P	P
Personal services	P	P	P	P	P					P	P
Pet and animal sales or service (except veterinary)			P		P					P	P
Hotels, motels and other accommodation services											
Bed and breakfast inn											
Hotel or motel			P				P				
<b>Manufacturing and Wholesale Trade</b>											
Manufacturing and Wholesale trade				P	P	P	P			P	P
Marijuana processing				P	P	P	P				

The Redmond Zoning Code is current through Ordinance 3013, passed December 1, 2020.

## Chapter 21.14 COMMERCIAL REGULATIONS

### 21.14.010 Neighborhood Commercial 1 (NC-1)

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### 21.14.015 Neighborhood Commercial 2 (NC-2)

...

### 21.14.020 General Commercial.

...

### 21.14.030 Business Park.

A. **Purpose.** The purpose of the Business Park (BP) zone is to provide business and manufacturing employment opportunities that complement commercial activities that are typically found in the Downtown, involve limited outdoor storage, and include a high level of amenities. The Business Park zone provides areas to locate research and development, software development, advanced technology industries, wholesale businesses, manufacturing businesses with largely indoor operations, offices associated with these uses, and uses that require large floor plates such as major medical facilities. Compatible uses that directly support surrounding business park uses, such as restaurants, fitness centers, and marijuana retail sales are allowed. Mixed-use development is also allowed. This zone is not intended for uses that primarily serve the general public.

B. **Maximum Development Yield.**

...

C. **Regulations Common to All Uses.**

...

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Business Park (BP) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special

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Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020, Overview of the Development Process](#), for more information. Uses not listed are not permitted.

<b>Table 21.14.030C</b>					
<b>Allowed Uses and Basic Development Standards</b>					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
<b>Residential</b>					
1	Mixed-use residential structure	5; 6	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedroom (1.8, 1.8) 3+ bedroom (2.0, 2.0)	
General sales or services					
2	Automobile sales, service, or rental establishment	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	A. Conditional use permit required. See RZC <a href="#">21.76.070.K, Conditional Use Permit</a> . B. Only gasoline service permitted. C. Not permitted north of NE 90th Street and west of Willows Road.
3	Heavy consumer goods sales or service				Only rental and repair of goods permitted.

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<b>Table 21.14.030C</b>					
<b>Allowed Uses and Basic Development Standards</b>					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
4	Durable consumer goods sales or service				
5	Finance and insurance	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	A. Permitted in Willows/Rose Hill Neighborhood north of NE 95th Street only. B. Supermarkets prohibited. C. Must be closed a minimum of four hours in any 24-hour period. D. Minimum size per tenant space is 1,000 sq ft gfa. E. Maximum size per tenant space is 20,000 sq ft gfa. F. Shall be secondary use in multi-tenant building; shall not be located in separate building containing only convenience uses. G. Bicycle parking shall be provided on-site. H. The Technical Committee may increase the maximum parking ratio to 4.0 per 1,000 sq ft gfa if the applicant demonstrates that an increase is warranted based on factors, such as the availability of nearby shared parking, opportunities for pedestrian access, parking demands for specific uses, and expected peak-hour parking demands.
6	Convenience use				
7	Personal services				
8	Professional services				Limited to uses that primarily serve business clients.



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<b>Table 21.14.030C</b>					
<b>Allowed Uses and Basic Development Standards</b>					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
9	Administrative services				
10	Services to buildings or dwellings				
11	Full-service restaurant			Employee on maximum shift (1.0, 1.0)	A. Shall be located in multi-tenant building or a single building in a multibuilding, multi-tenant complex. B. 50-person capacity, except when associated with manufacture of food or kindred products. In that case, maximum is 100 persons or 25 percent of combined gross floor area, whichever is less. C. Hours of operation limited to 6 a.m.-10 p.m.
12	Cafeteria or limited service restaurant				
13	Bar or drinking place				
14	Marijuana Retail Sales	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	A. See RZC 21.41 Marijuana-related uses for additional requirements.
<b>Manufacturing and Wholesale Trade</b>					
15	Manufacturing and wholesale trade	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	A. At least 75 percent of business activity by area must be conducted indoors, including storage of materials used in business activity. B. Retail sales of goods manufactured on the premises, or accessory or secondary to the primary manufacturing and wholesale trade use, are

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Table 21.14.030C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
					permitted. Area devoted to retail sales shall not exceed the lesser of 10 percent of combined gross floor area or 1,000 square feet.
Transportation, Communication, Information, and Utilities					
...					
16	Rail transportation				
17	Road, ground passenger, and transit transportation	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	
18	Rapid charging station			Adequate to accommodate peak use	Shall not be located on a parcel that abuts a residential zone, RZC <a href="#">21.04.030</a> Comprehensive Allowed Uses Chart.
19	Battery exchange station				Shall not be located on a parcel that abuts a residential zone.
20	Courier and messenger services	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	
21	Heliport facility				Conditional use permit required. See RZC <a href="#">21.76.070.K</a> , <i>Conditional Use Permit</i> .

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Table 21.14.030C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
22	Automobile parking facility				Storage of impounded, abandoned, or damaged vehicles is prohibited.
23	Communications and information			1,000 sq ft gfa (2.0, 3.0)	
24	Wireless Communication Facilities				See RZC <a href="#">21.56</a> , <i>Wireless Communication Facilities</i> , for specific development requirements.
25	Regional utilities			Adequate to accommodate peak use	
26	Local utilities				
27	Incidental hazardous waste treatment and storage			1,000 sq ft gfa (2.0, 3.0)	A. Measures shall be taken in the construction of structures, design of storage areas, and design of delivery areas to prevent release of materials, including those resulting from a “worst case” accident and including consideration of large storms where areas are not covered. B. Hazardous materials shall not cause fumes, unpleasant odors, or harm to others in the course of normal handling. This shall not preclude the handling of materials with the use of approved filters, hoods, scrubbers, or other methods of removing odors or harm.

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Table 21.14.030C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
					<p>C. Storage limited to amount necessary for proper function of business, not to exceed quantities permitted by the Redmond Fire Department; excess stockpiling prohibited.</p> <p>D. Outdoor storage requires Technical Committee approval, and shall be confined to outbuildings, sheds, and other structures where leakage confinement or spill treatment can be reasonably handled and where exposure to the elements does not increase the possibility of a spill incident.</p>
Arts, Entertainment, and Recreation					
28	Natural and other recreational parks			1,000 sq ft gfa (0, adequate to accommodate peak use)	
29	Amusement, sports, or recreation establishment	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	<p>A. Limited to athletic club or fitness center only.</p> <p>B. Maximum size is 30,000 sq ft gfa in Willows/Rose Hill Neighborhood north of NE 95th Street.</p>
30	Adult entertainment facilities				<p>A. Conditional use permit required. See RZC <a href="#">21.76.070.K</a>, <i>Conditional Use Permit</i>.</p> <p>B. See RZC <a href="#">21.18</a>, <i>Adult Entertainment Facilities</i>.</p>

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Table 21.14.030C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
Education, Public Administration, Health Care, and other Institutions					
31	Grade schools	4; 5	0.45; 1.0	Adequate to accommodate peak use	Conditional use permit required if capacity is greater than 150 full-time students. See RZC <a href="#">21.76.070.K</a> , <i>Conditional Use Permit</i> .
32	Colleges and universities				
33	Technical, trade, and other specialty schools				
34	Secure community transition facility				See RZC <a href="#">21.76.070.M</a> , <i>Essential Public Facilities</i> .
35	Ambulatory and outpatient care services				A. Only medical diagnostic and short-term treatment facilities where treatment lasts less than 24 hours are permitted. B. Only permitted in the Southeast Redmond neighborhood north of Union Hill Road.
36	Day care center				A. Play equipment shall be located no less than 10 feet from any property line. B. Shall not be located closer than 300 feet from existing day care operation in a residential zone.
37	Associations and nonprofit organizations				1,000 sq ft gfa (2.0, 3.0)

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<b>Table 21.14.030C</b>					
<b>Allowed Uses and Basic Development Standards</b>					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
Construction-related Businesses					
38	Construction-related businesses	4; 5	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	Office uses only.
Other					
39	Water enjoyment use	45 ft.; 45 ft.	0.45; 1.0	1,000 sq ft gfa (2.0, 3.0)	Allowed only in the shoreline jurisdiction of Bear Creek, downstream of Avondale Road on Union Hill Road, Redmond Way or SR 520, and the shoreline jurisdiction of the Sammamish River at NE 85th Street and NE 90th Street. (SMP)
40	Kiosk				A. Limited to uses associated with water enjoyment within the shoreline jurisdictions of Bear Creek and the Sammamish River.
41	Vending cart	1; 1			B. Shall not locate in required parking, landscaping, or drive aisle area, or any area that would impede emergency access. C. Shall not reduce or interfere with functional use of walkway or plaza to below standards of Americans with Disabilities Act. D. Structures shall be secured to prevent tipping and endangering public safety. E. Maximum size is six feet wide by ten feet long.

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Table 21.14.030C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
					F. Administrative design review required for structures.
42	Drive-up stand			1,000 sq ft gfa (2.0, 3.0)	<p>A. Limited to uses associated with water enjoyment within the shoreline jurisdictions of Bear Creek and the Sammamish River.</p> <p>B. Shall not locate in required parking, landscaping, or drive aisle area, or any area that would impede emergency access.</p> <p>C. Shall not reduce or interfere with functional use of walkway or plaza to below standards of Americans with Disabilities Act.</p> <p>D. Structures shall be secured to prevent tipping and endangering public safety.</p> <p>E. Maximum size is six feet wide by ten feet long.</p> <p>F. Administrative design review required for structures.</p> <p>G. Must submit circulation plan addressing queuing.</p>

**21.14.040 Manufacturing Park.**

A. **Purpose.** The purpose of the Manufacturing Park (MP) zone is to provide locations for existing and future manufacturing and industrial uses, particularly those that require significant areas for

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storage of materials and equipment (both indoors and outdoors), and that are better suited for locations outside of Downtown and Overlake due to site requirements, noise impacts, transportation needs, or other considerations. The intent of the Manufacturing Park zone is to allow manufacturing, research and development, light industry, wholesale, assembly and distribution businesses, and essential public facilities. Office and other secondary uses are limited to those that support these primary uses. Other uses such as day care centers, retail vehicle fuel sales, and technical colleges may be considered. Residential uses, except for secure community transition facilities, are not allowed. A broader range of commercial uses are allowed within the Manufacturing Park Overlay in SE Redmond as shown on Map 4.1, *City of Redmond Zoning Map*.

**B. Maximum Development Yield.**

...

**C. Regulations Common to All Uses.**

...

**D. Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Manufacturing Park (MP) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.040C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
	General sales or services				



<b>Table 21.14.040C</b>					
<b>Allowed Uses and Basic Development Standards</b>					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
1	Automobile sales, service, or rental establishment	4; 5	0.5; 1.0	600 sq ft enclosed sales gfa (1.0, 1.0); and 2,500 sq ft open sales/rental display area (1.0, 1.0); and service bay (3.0, 3.0); and employee on maximum shift (1.0, 1.0)	<p>A. Gasoline service requires conditional use permit. See RZC <a href="#">21.76.070.K</a>, <i>Conditional Use Permit</i>.</p> <p>B. Shall not abut residential zone.</p> <p>C. Rental uses operating in mixed-use developments are limited to eight rental vehicles at any given time in existing parking spaces; additional vehicles may be stored on-site in a building or elsewhere given submittal and approval by the Technical Committee of a vehicle storage plan.</p> <p>D. Vehicle display area shall be outside of required parking and landscape areas.</p> <p>E. Vehicles shall be stored on paved surfaces.</p> <p>F. Advertising signs are not permitted on the outside of vehicles. Signs providing information about the vehicle, such as year, make, model, etc., may be displayed on the outside of or in the windows of vehicles.</p> <p>G. Outdoor loudspeaker systems are prohibited.</p> <p>H. Razor wire, chain link, and barbed wire fences are prohibited on street or access frontage.</p> <p>I. Vehicle repair shall be conducted indoors.</p> <p>J. Auto and motorcycle repair uses may also allow sales, not to exceed 25 percent of the combined gross floor area of all uses.</p>

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Table 21.14.040C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
					K. Auto sales only permitted in conjunction with repair (see note J above), or as stand-alone businesses on properties with frontage on NE 90th Street between Willows Road and 152nd Avenue NE, NE 95th Street between Willows Road and 151st Avenue NE, and 151st Avenue NE between NE 90th Street and NE 95th Street.
2	Real estate services	4; 5	0.5; 1.0	1,000 sq ft gfa (2.0, 3.0)	Limited to mini-warehouses/self-storage only, except within the Manufacturing Park Overlay as shown on Map 14.1, <i>Manufacturing Park Overlay</i> .
3	Heavy consumer goods sales or service	4; 4	0.25; 0.25	1,000 sq ft gfa (2.0, 5.0)	A. Limited to repair and rental of goods, and membership wholesale/retail warehouses only, except within the Manufacturing Park Overlay as shown on Map 14.1, <i>Manufacturing Park Overlay</i> .  B. For membership wholesale/retail warehouses: 1. Permitted in SE Redmond only. 2. A Development Agreement is required and must address the following policy areas of the Comprehensive Plan: land use and design, sustainable building practices, utilities, environmental issues, transportation, parks and open space, and community character. 3. A neighborhood meeting is required prior to development agreement public hearing.
4	Durable consumer goods sales or service				
5	Consumer goods sales or service, other than heavy or durable				

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Table 21.14.040C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
					<p>4. Notice for neighborhood meeting shall be mailed at least 21 days in advance to all owners and tenants of properties within 1,000 feet of the site for which a complete application has been received by the City. Notice shall also be mailed to all homeowners' associations and residential properties adjacent to the specific MP zone in question.</p> <p>C. Parking in the Manufacturing Park Overlay shall be provided at 2.0 to 3.0 stalls per 1,000 sq ft gfa.</p>
6	Health and personal care	4; 5	0.5; 1.0	1,000 sq ft gfa (2.0, 3.0)	Allowed only within the Manufacturing Park Overlay as shown on Map 14.1, <i>Manufacturing Park Overlay</i> .
7	Finance and insurance				
8	Professional services				Limited to research and development services and other uses that support another permitted use in the MP zone, except within the Manufacturing Park Overlay as shown on Map 14.1, <i>Manufacturing Park Overlay</i> .
9	Administrative services				Limited to corporate headquarters and regional offices associated with manufacturing or wholesale trade uses in an MP zone in Redmond, except within the Manufacturing Park Overlay as shown on Map 14.1, <i>Manufacturing Park Overlay</i> .

**20-21 Annual Docket of Comprehensive Plan Amendments – Retail Marijuana**

<b>Table 21.14.040C</b>					
<b>Allowed Uses and Basic Development Standards</b>					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
10	Personal services				Allowed only within the Manufacturing Park Overlay as shown on Map 14.1, <i>Manufacturing Park Overlay</i> .
11	Services to buildings and dwellings				
12	Full-service restaurant	4; 5	0.5; 1.0	Employee on maximum shift (1.0, 1.0)	A. Shall be located in multi-tenant building or a single building in a multibuilding, multi-tenant complex. B. 50-person seating capacity, except when associated with manufacture of food or kindred products. In that case, maximum is 100-person seating capacity, so long as the seating area does not occupy more than 25 percent of combined gross floor area. The seating limit does not apply when the use is secondary to a winery or brewery, but the 25 percent limit continues to apply. C. Hours of operation limited to 6 a.m.-12 a.m. daily.
13	Cafeteria or limited service restaurant				
14	Bar or drinking place			1,000 sq ft gfa (10.0, 10.0)	
15	Caterer			1,000 sq ft gfa (2.0, 3.0)	
16	Food service contractor				
17	Pet and animal sales or services				

**20-21 Annual Docket of Comprehensive Plan Amendments – Retail Marijuana**

Table 21.14.040C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
	(except veterinary)				
18	Animal kennel / shelter				<p>A. Boarding facilities must be located inside of a structure.</p> <p>B. Outdoor runs or yards are allowed for the purpose of exercising animals. Runs/yards must be enclosed by eight-foot-high walls of sound-attenuating fencing or material such as masonry or concrete.</p> <p>C. The planned maximum number of animals to be sheltered shall be indicated on the application. The maximum may be reduced if the applicant cannot demonstrate that the development has adequate lot size and facility design to accommodate the planned number of animals in a way that ensures neighboring residential properties will not be impacted with noise or odor problems.</p>
19	Marijuana Retail Sales	4; 5	0.5; 1.0		<p>A. Allowed only within the Manufacturing Park Overlay as shown on Map 14.1, <i>Manufacturing Park Overlay</i>.</p> <p>B. See RZC 21.41 Marijuana-related uses for additional requirements.</p>
<b>Manufacturing and Wholesale Trade</b>					

**20-21 Annual Docket of Comprehensive Plan Amendments – Retail Marijuana**

<b>Table 21.14.040C</b> <b>Allowed Uses and Basic Development Standards</b>					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
20	Manufacturing and wholesale trade	4; 5	0.5; 1.0	1,000 sq ft gfa (2.0, 3.0)	<p>A. Asphalt and concrete batch plants shall have direct access to arterials.</p> <p>B. Rock crushing equipment, asphalt, and concrete batch plants, silos and other related equipment may extend to a maximum height of 90 feet.</p> <p>C. Outdoor processing operations follow a Type II review process.</p> <p>D. Retail sales of goods manufactured on the premises, or accessory or secondary to the primary manufacturing and wholesale trade use, are permitted. Area devoted to retail sales shall not exceed the lesser of 10 percent of combined gross floor area or 1,000 square feet.</p> <p>E. One caretaker residence per parcel is permitted as an accessory use, and shall not exceed 1,500 square feet.</p>
<b>Transportation, Communication, Information, and Utilities</b>					
21	Rail transportation				
22	Road, ground passenger, and transit transportation	4; 5	0.5; 1.0	1,000 sq ft gfa (2.0, 3.0)	

**20-21 Annual Docket of Comprehensive Plan Amendments – Retail Marijuana**

Table 21.14.040C					
Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
23	Truck and freight transportation services				
24	Towing operators and auto impoundment yards				
25	Rapid charging station			Adequate to accommodate peak use	Shall not be located on a parcel that abuts a residential zone, RZC <a href="#">21.04.030</a> Comprehensive Allowed Uses Chart.
26	Battery exchange station				Shall not be located on a parcel that abuts a residential zone.
27	Postal services				
28	Heliport facility			1,000 sq ft gfa (2.0, 3.0)	Conditional use permit required. See RZC <a href="#">21.76.070.K</a> , <i>Conditional Use Permit</i> .
29	Communications and information				

Table 21.14.040C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TD R or GBP		
31	Wireless Communication Facilities	4; 5	0.5; 1.0		See RZC <a href="#">21.56</a> , <i>Wireless Communication Facilities</i> , for specific development requirements.

...

E. **Manufacturing Park Overlay.** The Manufacturing Park Overlay is shown in Map 14.1, *Manufacturing Park Overlay*, below.





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-128  
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
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DEPARTMENT STAFF:

Planning and Community Development Beverly Mesa- Zendt Deputy Director		
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TITLE:

Adoption of an Ordinance Amending the Redmond Comprehensive Plan to Address Affordable Commercial Space

- a. Ordinance No. 3054: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Economic Vitality Element to Address Affordable Commercial Space, Providing for Severability, and Establishing an Effective Date

OVERVIEW STATEMENT:

Staff Is seeking approval of a proposed Comprehensive Plan Amendment to amend the Economic Vitality Element.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act | RCW 36.70A
- **Council Request:**  
At the July 13, 2021, Committee of the Whole, the City Council requested information about implementation strategies for implementing the policy amendment. Staff provided additional information at the Staff Report presented on July 20, 2021.
- **Other Key Facts:**

On June 16, 2020, the City Council adopted Ordinance No. 3002, establishing the scope of the proposed 2020-21 Comprehensive Plan amendment docket. The following items were recommended for review and consideration as amendments to the Comprehensive Plan.

1. **General Wastewater Plan Update**
2. **Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed**
3. **Affordable Workforce Housing Policy amendment to Housing Element**
4. **Affordable Commercial Policy amendment to the Economic Vitality Element**
5. **Land Use Designation Change and policy amendment for property in Education Hill Neighborhood**
6. Public Safety Master Plan (*withdrawn and requested placement on 2022 Docket*)
7. Policy Amendments Related to American Disability Act (ADA) Accessibility (*completed*)
8. Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan (*completed*)
9. Amendments related to Redmond Tree Canopy (*completed*)
10. Policy Amendments related to City Facilities (*completed*)
11. Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries (*withdrawn*)

[RCW 36.70A.130 <https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130>](https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130) provides that comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the city that adopted them and that proposed amendments may be considered by the city no more frequently than once every year so that the cumulative effect to the environment and to city plans and infrastructure can be ascertained. All remaining docketed items will be reviewed by the City Council with a projected adoption date of for all amendments on August 17, 2021.

### **Proposal and Recommendation**

The applicant, Natural and Build Environments, is proposing an amendment to the Economic Vitality Element (Item 4 above) to add language that supports the retention of local businesses by creating more affordable commercial space.

On June 30, 2021, the Planning Commission voted unanimously to approve the proposed amendments. Proposed amendments are provided in Exhibit A to the approving Ordinance.

### **OUTCOMES:**

Approval of the proposed amendment would provide a new policy that supports Comprehensive Plan goals and policies. This new policy would emphasize developing policies and regulations to support more affordable commercial space.

### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Public Involvement has taken place since April 2020 and is more fully provided for in the Planning Commission report findings.
- **Outreach Methods and Results:**  
A public hearing notice was published in the Seattle Times on June 9, 2021, in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:

- i Email to Code Clean-Up Parties of Record;
  - ii Posting on the City Comprehensive Plan Docket webpage; and
  - iii Notice of the Public Hearing sent through city E-News.
- **Feedback Summary:**  
The public hearing on this amendment was held on June 30, 2021. To date, no comments have been received.

**BUDGET IMPACT:**

**Total Cost:**

\$4,535,222 is the total amount allocated to Community and Economic Development in the 2021-22 biennial budget. The staff time required to administer the annual docket is included in Offer 000250 and is conducted by staff in the Long-Range Planning Division.

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

**Budget Offer Number:**

000250 - Community and Economic Development

**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
07/13/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/20/2021	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None Proposed at this Time	N/A

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Comprehensive Plan would not be amended to include the proposal.

**ATTACHMENTS:**

**Attachment A:** Ordinance

*Exhibit A to the Ordinance: Comprehensive Plan Amendments*



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-128  
**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
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**DEPARTMENT STAFF:**

Planning and Community Development Beverly Mesa-Zendt Deputy Director		
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**TITLE:**

Adoption of an Ordinance Amending the Redmond Comprehensive Plan to Address Affordable Commercial Space

- a. Ordinance No. 3054: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Economic Vitality Element to Address Affordable Commercial Space, Providing for Severability, and Establishing an Effective Date

**OVERVIEW STATEMENT:**

Staff Is seeking approval of a proposed Comprehensive Plan Amendment to amend the Economic Vitality Element.

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

**REQUESTED ACTION:**

- Receive Information**       **Provide Direction**       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act | RCW 36.70A
- **Council Request:**  
At the July 13, 2021, Committee of the Whole, the City Council requested information about implementation strategies for implementing the policy amendment. Staff provided additional information at the Staff Report presented on July 20, 2021.
- **Other Key Facts:**

On June 16, 2020, the City Council adopted Ordinance No. 3002, establishing the scope of the proposed 2020-21 Comprehensive Plan amendment docket. The following items were recommended for review and consideration as amendments to the Comprehensive Plan.

1. **General Wastewater Plan Update**
2. **Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed**
3. **Affordable Workforce Housing Policy amendment to Housing Element**
4. **Affordable Commercial Policy amendment to the Economic Vitality Element**
5. **Land Use Designation Change and policy amendment for property in Education Hill Neighborhood**
6. Public Safety Master Plan (*withdrawn and requested placement on 2022 Docket*)
7. Policy Amendments Related to American Disability Act (ADA) Accessibility (*completed*)
8. Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan (*completed*)
9. Amendments related to Redmond Tree Canopy (*completed*)
10. Policy Amendments related to City Facilities (*completed*)
11. Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries (*withdrawn*)

[RCW 36.70A.130 <https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130>](https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130) provides that comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the city that adopted them and that proposed amendments may be considered by the city no more frequently than once every year so that the cumulative effect to the environment and to city plans and infrastructure can be ascertained. All remaining docketed items will be reviewed by the City Council with a projected adoption date of for all amendments on August 17, 2021.

### **Proposal and Recommendation**

The applicant, Natural and Build Environments, is proposing an amendment to the Economic Vitality Element (Item 4 above) to add language that supports the retention of local businesses by creating more affordable commercial space.

On June 30, 2021, the Planning Commission voted unanimously to approve the proposed amendments. Proposed amendments are provided in Exhibit A to the approving Ordinance.

### **OUTCOMES:**

Approval of the proposed amendment would provide a new policy that supports Comprehensive Plan goals and policies. This new policy would emphasize developing policies and regulations to support more affordable commercial space.

### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Public Involvement has taken place since April 2020 and is more fully provided for in the Planning Commission report findings.
- **Outreach Methods and Results:**  
A public hearing notice was published in the Seattle Times on June 9, 2021, in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:

- i Email to Code Clean-Up Parties of Record;
  - ii Posting on the City Comprehensive Plan Docket webpage; and
  - iii Notice of the Public Hearing sent through city E-News.
- **Feedback Summary:**  
The public hearing on this amendment was held on June 30, 2021. To date, no comments have been received.

**BUDGET IMPACT:**

**Total Cost:**

\$4,535,222 is the total amount allocated to Community and Economic Development in the 2021-22 biennial budget. The staff time required to administer the annual docket is included in Offer 000250 and is conducted by staff in the Long-Range Planning Division.

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

**Budget Offer Number:**

000250 - Community and Economic Development

**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
07/13/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/20/2021	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None Proposed at this Time	N/A

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Comprehensive Plan would not be amended to include the proposal.

**ATTACHMENTS:**

**Attachment A:** Ordinance

*Exhibit A to the Ordinance: Comprehensive Plan Amendments*



NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING THE REDMOND  
COMPREHENSIVE PLAN ECONOMIC VITALITY ELEMENT  
TO ADDRESS AFFORDABLE COMMERCIAL SPACE,  
PROVIDING FOR SEVERABILITY, AND ESTABLISHING  
AN EFFECTIVE DATE

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WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations be subject to continuing evaluation and review; and

WHEREAS, on June 16, 2020, through Ordinance No. 3002, the City Council set the content of Redmond's 2019-20 Annual Comprehensive Plan Amendment Docket, also referred to as the 2020-21 Annual Docket, which included a proposal to amend the Economic Vitality Element; and

WHEREAS, the applicant, Natural and Built Environments, proposed to amend a policy to the Economic Vitality Element to add new policy language that that supports the retention of local businesses by creating more affordable commercial space; and

WHEREAS, the Technical Committee evaluated the applicant's proposal and recommended approval amendment Economic Vitality Element; and

WHEREAS, the Planning Commission, as part of their review and recommendation, evaluated the applicant's proposal and the

Technical Committee Recommendation with consideration to the criteria described in RZC 21.76.070.J.9; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendment to the Economic Vitality Element on June 30, 2021, during which no testimony or public comments were received; and

WHEREAS, the Planning Commission recommended approval of the proposed amendment to the Economic Vitality Element on June 30, 2021; and

WHEREAS, the City Council reviewed the Planning Commission recommendation and the criteria set forth in RZC 21.76.070.J.9 and desires to adopt proposed amendments to the Economic Vitality Element as recommended by the Planning Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.        Classification. This is a non-code ordinance.

Section 2.        Findings and Conclusions. After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings, the City Council hereby adopts the recommendation contained in the Planning Commission Report (City File No. LAND-2021-00344) dated June 30, 2021.

Section 3.        Amendment of Redmond Comprehensive Plan - Associated Elements. Those provisions of the Comprehensive Plan

set forth on the attached Exhibit A are hereby amended to read as set forth therein.

Section 4. Preparation of Final Document. The Administration is directed to complete preparation of amended Comprehensive Plan documents, including updates to policy numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and inclusion of appropriate graphics and illustrations.

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 take effect five days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

## Organization of This Element

### Introduction

#### A. Land Use Plan and Regulations

...

EV-12 Evaluate development regulations periodically to:

- Ensure that uses not previously contemplated and that are consistent with the intent of the Comprehensive Plan can locate within the city; ~~and~~
- Review development standards, timelines and fees to promote predictability and consistency; ~~and~~
- *Support the retention of local businesses by creating opportunities for more affordable commercial space.*

EV-13 Encourage opportunities for home-based businesses that are compatible with residential neighborhoods. Limit signs, parking and truck deliveries; manage other potential adverse impacts in order to minimize the negative impacts and maintain the appearance of residential neighborhoods.

#### B. Education

#### C. Infrastructure and Financing

#### D. Actions to Be Taken

...



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-129  
**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
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**DEPARTMENT STAFF:**

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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**TITLE:**

Adoption of an Ordinance Amending the Redmond Comprehensive Plan Housing Element to Address Affordable Housing

- a. Ordinance No. 3055: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Housing Element to Address Affordable Housing, Providing for Severability, and Establishing an Effective Date

**OVERVIEW STATEMENT:**

Staff is seeking approval of proposed amendments to the Redmond Comprehensive Plan Housing Element.

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

**REQUESTED ACTION:**

- Receive Information**       **Provide Direction**       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act | RCW 36.70A
- **Council Request:**  
At the July 13, 2021, Committee of the Whole Meeting, the City Council requested information on strategies for implementation of the new policy. Staff responded with additional information presented as part of the July 20, 2021, staff report.
- **Other Key Facts:**  
On June 16, 2020, the City Council adopted Ordinance No. 3002, establishing the scope of the proposed 2020-21 Comprehensive Plan amendment docket. The following items were recommended for review and consideration as amendments to the Comprehensive Plan.

1. **General Wastewater Plan Update**
2. **Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed**
3. **Affordable Workforce Housing Policy amendment to Housing Element**
4. **Affordable Commercial Policy amendment to the Economic Vitality Element**
5. **Land Use Designation Change and policy amendment for property in Education Hill Neighborhood**
6. Public Safety Master Plan (*withdrawn and requested placement on 2022 Docket*)
7. Policy Amendments Related to American Disability Act (ADA) Accessibility (*completed*)
8. Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan (*completed*)
9. Amendments related to Redmond Tree Canopy (*completed*)
10. Policy Amendments related to City Facilities (*completed*)
11. Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries (*withdrawn*)

[RCW 36.70A.130 <https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130>](https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130) provides that comprehensive land-use plan and development regulations shall be subject to continuing review and evaluation by the city that adopted them and that proposed amendments may be considered by the city no more frequently than once every year so that the cumulative effect to the environment and to city plans and infrastructure can be ascertained. Adoption of proposed amendments is scheduled for August 17, 2021.

#### **Proposal and Recommendation**

The applicant, One Redmond, is proposing an amendment to the Housing Element (Item 4 above) to add language that supports the development of regulations and procedures that encourage the private sector to create more affordable housing. Proposed amendments are provided as Exhibit A to the adopting ordinance.

At their June 30, 2021, meeting, the Planning Commission held a Public Hearing and received comments. Having received no comments, the Planning Commission closed the Public Hearing and voted unanimously to approve the proposed amendments. The full Planning Commission Report was transmitted at the July 20, 2021, Council Business meeting.

#### **OUTCOMES:**

Approval of the proposed amendment would provide a new policy that supports Comprehensive Plan goals and policies and places a new emphasis on working with the private sector to achieve greater housing affordability.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Public Involvement has taken place since April 2020 and is more fully provided for in the Planning Commission report findings.
- **Outreach Methods and Results:**  
A public hearing notice was published in the Seattle Times on June 9, 2021, in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:
  - i Email to Code Clean-Up Parties of Record;

- ii Posting on the City Comprehensive Plan Docket webpage; and
- iii Notice of the Public Hearing sent through city E-News.

• **Feedback Summary:**

The public hearing on this amendment was held on June 30, 2021. No public comments have been received to date.

**BUDGET IMPACT:**

**Total Cost:**

\$4,535,222 is the total amount allocated to Community and Economic Development in the 2021-22 biennial budget. The staff time required to administer the annual docket is included in Offer 000250 and is conducted by staff in the Long-Range Planning Division.

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

000250 - Community/Economic Development

**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
7/13/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/20/2021	City Council Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None Proposed at this Time	N/A

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later



than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Comprehensive Plan would not be amended to include the proposal.

**ATTACHMENTS:**

**Attachment A: Ordinance**

*Exhibit A to the Ordinance: Comprehensive Plan Amendment*



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-129  
**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
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**DEPARTMENT STAFF:**

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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**TITLE:**

Adoption of an Ordinance Amending the Redmond Comprehensive Plan Housing Element to Address Affordable Housing

- a. Ordinance No. 3055: An Ordinance of the City of Redmond, Washington, Amending the Redmond Comprehensive Plan Housing Element to Address Affordable Housing, Providing for Severability, and Establishing an Effective Date

**OVERVIEW STATEMENT:**

Staff is seeking approval of proposed amendments to the Redmond Comprehensive Plan Housing Element.

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

**REQUESTED ACTION:**

- Receive Information**       **Provide Direction**       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act | RCW 36.70A
- **Council Request:**  
At the July 13, 2021, Committee of the Whole Meeting, the City Council requested information on strategies for implementation of the new policy. Staff responded with additional information presented as part of the July 20, 2021, staff report.
- **Other Key Facts:**  
On June 16, 2020, the City Council adopted Ordinance No. 3002, establishing the scope of the proposed 2020-21 Comprehensive Plan amendment docket. The following items were recommended for review and consideration as amendments to the Comprehensive Plan.

1. **General Wastewater Plan Update**
2. **Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed**
3. **Affordable Workforce Housing Policy amendment to Housing Element**
4. **Affordable Commercial Policy amendment to the Economic Vitality Element**
5. **Land Use Designation Change and policy amendment for property in Education Hill Neighborhood**
6. Public Safety Master Plan (*withdrawn and requested placement on 2022 Docket*)
7. Policy Amendments Related to American Disability Act (ADA) Accessibility (*completed*)
8. Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan (*completed*)
9. Amendments related to Redmond Tree Canopy (*completed*)
10. Policy Amendments related to City Facilities (*completed*)
11. Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries (*withdrawn*)

[RCW 36.70A.130 <https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130>](https://apps.leg.wa.gov/rcw/default.aspx?cite=36.70a.130) provides that comprehensive land-use plan and development regulations shall be subject to continuing review and evaluation by the city that adopted them and that proposed amendments may be considered by the city no more frequently than once every year so that the cumulative effect to the environment and to city plans and infrastructure can be ascertained. Adoption of proposed amendments is scheduled for August 17, 2021.

#### **Proposal and Recommendation**

The applicant, One Redmond, is proposing an amendment to the Housing Element (Item 4 above) to add language that supports the development of regulations and procedures that encourage the private sector to create more affordable housing. Proposed amendments are provided as Exhibit A to the adopting ordinance.

At their June 30, 2021, meeting, the Planning Commission held a Public Hearing and received comments. Having received no comments, the Planning Commission closed the Public Hearing and voted unanimously to approve the proposed amendments. The full Planning Commission Report was transmitted at the July 20, 2021, Council Business meeting.

#### **OUTCOMES:**

Approval of the proposed amendment would provide a new policy that supports Comprehensive Plan goals and policies and places a new emphasis on working with the private sector to achieve greater housing affordability.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Public Involvement has taken place since April 2020 and is more fully provided for in the Planning Commission report findings.
- **Outreach Methods and Results:**  
A public hearing notice was published in the Seattle Times on June 9, 2021, in accordance with RZC 21.76.080 Review Procedures. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. Additional public outreach included:
  - i Email to Code Clean-Up Parties of Record;

- ii Posting on the City Comprehensive Plan Docket webpage; and
- iii Notice of the Public Hearing sent through city E-News.

• **Feedback Summary:**

The public hearing on this amendment was held on June 30, 2021. No public comments have been received to date.

**BUDGET IMPACT:**

**Total Cost:**

\$4,535,222 is the total amount allocated to Community and Economic Development in the 2021-22 biennial budget. The staff time required to administer the annual docket is included in Offer 000250 and is conducted by staff in the Long-Range Planning Division.

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

000250 - Community/Economic Development

**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
7/13/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/20/2021	City Council Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None Proposed at this Time	N/A

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later

than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Comprehensive Plan would not be amended to include the proposal.

**ATTACHMENTS:**

**Attachment A: Ordinance**

*Exhibit A to the Ordinance: Comprehensive Plan Amendment*

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING THE REDMOND  
COMPREHENSIVE PLAN HOUSING ELEMENT TO ADD A  
NEW LANGUAGE ADDRESSING AFFORDABLE HOUSING,  
PROVIDING FOR SEVERABILITY, AND ESTABLISHING  
AN EFFECTIVE DATE

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WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations be subject to continuing evaluation and review; and

WHEREAS, on June 16, 2020, through Ordinance No. 3002, the City Council set the content of Redmond's 2019-20 Annual Comprehensive Plan Amendment Docket, also referred to as the 2020-21 Annual Docket, which included a proposal to amend the Housing Element; and

WHEREAS, the applicant, One Redmond, proposed to add a policy to the Housing Element that encourages the private sector to create more affordable housing; and

WHEREAS, the Technical Committee evaluated the applicant's proposal and recommended approval amendment to the Housing Element; and

WHEREAS, the Planning Commission, as part of their review and recommendation, evaluated the 2021 applicant's proposal and the

Technical Committee Recommendation with consideration to the criteria described in RZC 21.76.070.J.9; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendment to the Housing Element on June 30, 2021, during which no testimony or public comments were received; and

WHEREAS, the Planning Commission recommended approval of the proposed amendment to the Housing Element, consistent with the recommendation of the Technical Committee, on June 9, 2021; and

WHEREAS, the City Council reviewed the Planning Commission recommendation and the criteria set forth in RZC 21.76.070.J.9 and desires to adopt the proposed amendment to the Housing Element as recommended by the Planning Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This is a non-code ordinance.

Section 2. Findings and Conclusions. After carefully reviewing the record and considering the evidence and arguments in the record and at the public meetings, the City Council hereby adopts the recommendation contained in the Planning Commission Report (City File No. LAND-2021-00346) dated June 30, 2021.

Section 3. Amendment of Redmond Comprehensive Plan - Associated Elements. Those provisions of the Comprehensive Plan

set forth on the attached Exhibit A are hereby amended to read as set forth therein.

Section 4.      Preparation of Final Document.      The Administration is directed to complete preparation of amended Comprehensive Plan documents, including updates to policy numbers, correction of any typographical errors, minor stylistic or editorial revisions, general formatting, and inclusion of appropriate graphics and illustrations.

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 take effect five days after passage and publication of an approved summary consisting of the title.



ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

## Housing

### Introduction

#### A. Planning Context

State, County and Regional Direction

Regional Coordination

Tracking Policies

Community Values and Neighborhood Quality

#### B. Housing Supply

Jobs/Housing Balance

Special Needs

Development Standards

#### C. Housing Diversity

Innovative Housing

Affordability

...

HO-40 Allow manufactured homes in all zones where residential development is permitted in the city.

[HO-41 Craft regulations and procedures that encourage the private sector to create more affordable housing, acknowledging that housing affordability is a crisis.](#)

Preservation and Rehabilitation

...



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-130  
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
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DEPARTMENT STAFF:

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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**TITLE:**

Adoption of an Ordinance for the 2019-2020 Annual Docket of Comprehensive Plan Amendments

- a. Ordinance No. 3056: An Ordinance of the City of Redmond Washington Concluding the 2019-2020 Annual Docket of Comprehensive Plan Amendments and Demonstrating Compliance with Chapter 35A.63 RCW, the Code City Planning Enabling Act, Chapter 36.70A RCW the Growth Management Act, and Chapter 43.21 RCW, State Environmental Policy Act, Providing for Severability, and Establishing an Effective Date

**OVERVIEW STATEMENT:**

Staff is requesting approval of an omnibus ordinance approving the final disposition of the 2019-2020 Annual Docket (herein after referred to as the 2020-2021 docket) and demonstrating compliance with state law.

- Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information
- Provide Direction
- Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act
- **Council Request:**  
N/A
- **Other Key Facts:**  
**Annual Docket of Comprehensive Plan Amendments**

RCW 36.70A.130 <<http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.130>> provides that comprehensive plan policies and development regulations shall be subject to continuing review and evaluation by the city that adopted them and that proposed policy amendments may be considered by the city no more frequently than once every year so that the cumulative effect to the environment and to city plans and infrastructure can be ascertained.

On June 16, 2020, the City Council adopted Ordinance No. 3002, establishing the scope of the proposed 2020-21 Comprehensive Plan amendment docket. The following proposals were reviewed and considered as part of the 2020-21 docket:

Proposal	Status
General Wastewater Plan Update	Recommended for approval
Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed	Recommended for approval
Affordable Workforce Housing Policy amendment to Housing Element	Recommended for approval
Affordable Commercial Policy amendment to the Economic Vitality Element	Recommended for approval
Land Use Designation Change and policy amendment for property in Education Hill Neighborhood Element	Recommended for denial
Public Safety Master Plan	Withdrawn and requested placement on 2022 Docket
Policy Amendments Related to American Disability Act (ADA) Accessibility	Approved: Ord. 3012
Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan	Approved: Ord. 3012
Amendments related to Redmond Tree Canopy	Approved: Ord. 3012
Policy Amendments related to City Facilities	Approved: Ord. 3012
Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries	Withdrawn

**OUTCOMES:**

With the final adoption of amendments on August 17, 2021, the City Council will close the 2020-21 Annual Docket of Comprehensive Plan amendments, satisfying the requirement for continual review of the Comprehensive Plan, concurrent consideration of proposals, and public involvement requirements provided under RCW 36.70A.130. Additionally, the City has reviewed and considered the proposed amendments in accordance with the timeline and review criteria established under RZC 21.76.070.J.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Public involvement has taken place since April 2020
- **Outreach Methods and Results:**  
Outreach methods and results are more fully provided for in the Planning Commission Reports associated with

individual amendments.

- **Feedback Summary:**

Included in the Planning Commission Reports associated with individual amendments.

**BUDGET IMPACT:**

**Total Cost:**

Comprehensive planning is a component of the Planning and Community Development work program that is conducted by staff in the Long-Range Planning Division.

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

**Budget Offer Number:**

000250 - Community/Economic Development

**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
7/27/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

Individual amendments are still effective if the ordinance is not approved. The ordinance demonstrates compliance with state law and creates a record for future reference.

**ATTACHMENTS:**

**Attachment A:** 2019-2020 Annual Docket Omnibus Ordinance

**Exhibit A:** Analysis of Cumulative Effects



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-130  
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
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DEPARTMENT STAFF:

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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**TITLE:**

Adoption of an Ordinance for the 2019-2020 Annual Docket of Comprehensive Plan Amendments

- a. Ordinance No. 3056: An Ordinance of the City of Redmond Washington Concluding the 2019-2020 Annual Docket of Comprehensive Plan Amendments and Demonstrating Compliance with Chapter 35A.63 RCW, the Code City Planning Enabling Act, Chapter 36.70A RCW the Growth Management Act, and Chapter 43.21 RCW, State Environmental Policy Act, Providing for Severability, and Establishing an Effective Date

**OVERVIEW STATEMENT:**

Staff is requesting approval of an omnibus ordinance approving the final disposition of the 2019-2020 Annual Docket (herein after referred to as the 2020-2021 docket) and demonstrating compliance with state law.

- Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information
- Provide Direction
- Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Redmond Zoning Code RZC 21.76.070.J.
- **Required:**  
Growth Management Act
- **Council Request:**  
N/A
- **Other Key Facts:**  
**Annual Docket of Comprehensive Plan Amendments**

RCW 36.70A.130 <<http://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.130>> provides that comprehensive plan policies and development regulations shall be subject to continuing review and evaluation by the city that adopted them and that proposed policy amendments may be considered by the city no more frequently than once every year so that the cumulative effect to the environment and to city plans and infrastructure can be ascertained.

On June 16, 2020, the City Council adopted Ordinance No. 3002, establishing the scope of the proposed 2020-21 Comprehensive Plan amendment docket. The following proposals were reviewed and considered as part of the 2020-21 docket:

Proposal	Status
General Wastewater Plan Update	Recommended for approval
Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed	Recommended for approval
Affordable Workforce Housing Policy amendment to Housing Element	Recommended for approval
Affordable Commercial Policy amendment to the Economic Vitality Element	Recommended for approval
Land Use Designation Change and policy amendment for property in Education Hill Neighborhood Element	Recommended for denial
Public Safety Master Plan	Withdrawn and requested placement on 2022 Docket
Policy Amendments Related to American Disability Act (ADA) Accessibility	Approved: Ord. 3012
Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan	Approved: Ord. 3012
Amendments related to Redmond Tree Canopy	Approved: Ord. 3012
Policy Amendments related to City Facilities	Approved: Ord. 3012
Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries	Withdrawn

**OUTCOMES:**

With the final adoption of amendments on August 17, 2021, the City Council will close the 2020-21 Annual Docket of Comprehensive Plan amendments, satisfying the requirement for continual review of the Comprehensive Plan, concurrent consideration of proposals, and public involvement requirements provided under RCW 36.70A.130. Additionally, the City has reviewed and considered the proposed amendments in accordance with the timeline and review criteria established under RZC 21.76.070.J.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Public involvement has taken place since April 2020
- **Outreach Methods and Results:**  
Outreach methods and results are more fully provided for in the Planning Commission Reports associated with



individual amendments.

- **Feedback Summary:**

Included in the Planning Commission Reports associated with individual amendments.

**BUDGET IMPACT:**

**Total Cost:**

Comprehensive planning is a component of the Planning and Community Development work program that is conducted by staff in the Long-Range Planning Division.

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

**Budget Offer Number:**

000250 - Community/Economic Development

**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
7/27/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

In accordance with RZC 21.76.070.J, the Annual Docket of Comprehensive Plan amendments must be adopted no later than August 31, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

Individual amendments are still effective if the ordinance is not approved. The ordinance demonstrates compliance with state law and creates a record for future reference.

**ATTACHMENTS:**

**Attachment A:** 2019-2020 Annual Docket Omnibus Ordinance

**Exhibit A:** Analysis of Cumulative Effects

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, CONCLUDING THE 2019-2020 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS AND DEMONSTRATING COMPLIANCE WITH CHAPTER 35A.63 RCW, THE CODE CITY PLANNING ENABLING ACT, CHAPTER 36.70A RCW, THE GROWTH MANAGEMENT ACT, AND CHAPTER 43.21 RCW, STATE ENVIRONMENTAL POLICY ACT PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations be subject to continuing evaluation and review; and

WHEREAS, The Growth Management Act further provides that all proposals shall be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained; and

WHEREAS, on June 16, 2020 through Ordinance No. 3002, the City Council set the content of Redmond's 2019-20 Annual Comprehensive Plan Amendment Docket, herein after referred to as the 2020-21 Annual Docket; and

WHEREAS, the 2020-21 Annual Docket included the following Comprehensive Plan amendment proposals for review and consideration:

1. General Wastewater Plan Update,

2. Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed,
3. Affordable Housing Policy amendment to Housing Element,
4. Affordable Commercial Policy amendment to the Economic Vitality Element,
5. Land use designation change and amendment for property in Education Hill neighborhood,
6. Public Safety Master Plan (withdrawn by applicant),
7. Policy Amendments related to American Disability Act (ADA) Accessibility,
8. Policy amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan,
9. Policy amendments related to Redmond Tree Canopy,
10. Policy Amendments related to City Facilities, and
11. Amendments to the Comprehensive Plan to Expand the Overlake Mixed-Use and Overlake Urban Center Boundaries (withdrawn by applicant); and

WHEREAS, On November 17, 2020, through Ordinance 3012, the City Council approved:

1. Policy Amendments related to Parks, Arts, Recreation, Conservation, and Culture (PARCC) Plan,
2. Policy Amendments related to Redmond Tree Canopy,
3. Policy Amendments related to City Facilities; and

WHEREAS, the City Council has considered and approved through separate ordinances the following amendments:

- 1. Amendments to the Comprehensive Plan and Zoning Code to expand where retail marijuana sales are allowed,
- 2. Affordable Housing Policy amendment to Housing Element, and
- 3. Affordable Commercial Policy amendment to the Economic Vitality Element; and

WHEREAS, the City Council will consider and take action on the General Wastewater Plan no later than October 26, 2021 to ensure timely review and consideration of by Washington State Department of Ecology; and

WHEREAS, the City of Redmond has complied with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW); and

WHEREAS, the City Council has considered and ascertained the cumulative effect of the various proposals more fully provided herein as Exhibit A; and

WHEREAS, the City Council desires to amend the Comprehensive Plan and the Zoning Code consistent with the foregoing; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1.        Classification. This is a non-code ordinance.

Section 2.        Findings and Conclusions. The City Council finds that the 2021 amendments to the Comprehensive Plan and to the Redmond Zoning code have been adopted pursuant to both RCW 35A.63, the Planning Enabling Act for code cities, and RCW 36.70A, the Growth Management Act, and fulfills the requirements of both acts.

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 days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Redmond City Council this 17<sup>th</sup> day of August  
2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

Exhibit A: Analysis of the Cumulative Effects of 2020-21 Amendments to the Comprehensive Plan

Ordinance No.	Project File No.	Amendment Name	Relationship 1:	Relationship 2:	Relationship 3:	Relationship 4:	Relationship 5:	Cumulative Effects of 2021 Docket
			Economic Development	Housing	Utilities	Land use	Critical areas/natural environment	
3012	LAND-2020-00147	PARCC Plan Trail Project Map Amendments	Maintaining and updating park and trail maps allows for maximum benefit and greater return on investments. Parks and trails contribute to overall quality of life and community desirability. Continued investment in parks and trails draws both residents and visitors to the community and attracts investment.	Amendments have no impact on permitted residential uses or planned housing development.	Amendments have no impact on utilities or levels of service that have not already been contemplated under the existing zoning.	Amendments include updates to PARCC Plan trail project maps to address existing site conditions, changing development conditions, and funding priorities. Realignments may impact surrounding land uses.	Amendments include adjustments to PARCC Plan trail project maps in an effort to avoid identified critical areas. Other amendments that support new realignments will need to comply with critical areas protections and SEPA review.	→
3012	LAND-2020-00147	PARCC Plan Proposed ADA Policies	Amendments add policies establishing an ADA Transition Plan to set priorities and timelines for removing barriers to access. Providing accessible parks and trails will create recreational opportunities with broader community appeal. Continued investment in parks and trails draw both residents and visitors to the community and attracts investment.	Amendments have no impact on permitted residential uses or planned housing development.	Amendments have no impact on utilities or levels of service that have not already been contemplated under the existing zoning.	Amendments do not introduce any changes to existing approved land uses.	Amendments do not introduce any new uses that might impact critical areas but rather set goals for accessibility of existing and future facilities.	→
3012	LAND-2020-00147	Proposed Tree Canopy Policies	Amendments increase sense of place by improving overall presence of trees in the community and may mitigate the urban heat island effect. Amendments may impact development costs through regulatory implementation.	Amendments may impact development costs through regulatory implementation resulting in impacts to housing production.	Amendments have no impact on utilities or levels of service that have not already been contemplated under the existing zoning.	Amendments may impact density and land use intensity through regulatory implementation.	Amendments strengthen policies that encourage tree canopy preservation both on private and public land and set a goal of 40 percent tree canopy coverage by 2049.	→
3012	LAND-2020-00147	Capital Facilities Developmet and Maintenance	Amendments include a business model that improves facility management and optimizes staffing and funding resources.	Amendments have no impact on permitted residential uses or planned housing development.	Amendments have no impact on utilities or levels of service that have not already been contemplated under the existing zoning.	Amendments do not introduce any changes to existing approved land uses.	Amendments do not provide for a greater intensity of use than that contemplated in the Comprehensive Plan and managed through critical areas regulations and SEPA review.	→
TBD	LAND-2021-00346	Affordable Housing Policy	Amendments will support a broader diversity of residents who can live and shop in Redmond.	Amendments support the creation of more affordable housing within the community.	Amendments have no impact on utilities or levels of service that have not already been contemplated under the existing zoning.	Amendments do not introduce any changes to existing approved land uses.	Amendments do not provide for a greater intensity of use than that contemplated in the Comprehensive Plan and managed through critical areas regulations and SEPA review.	→
TBD	LAND-2021-00344	Affordable Commercial Space	Amendment will support preservation and displacement mitigation of new/existing small or local businesses, allowing for economic diversification and resiliency.	Amendments may increase affordable housing demand for those establishing/maintaining small businesses.	Amendments have no impact on utilities or levels of service that have not already been contemplated under the existing zoning.	Amendments may affect commercial/mixed use land uses impacted by incentives and potential requirements for affordable commercial spaces.	Amendments do not provide for a greater intensity of use than that contemplated in the Comprehensive Plan and managed through critical areas regulations and SEPA review.	→
TBD	LAND-2021-00275	Retail Marijuana Sales Expansion	Amendment could increase geographic opportunities for siting of retail marijuana sales throughout the city but will have no impact on the current number of licenses approved by Washington State Liquor and Cannabis Board. The siting of the remaining licensed facility will result in increased sales tax revenue for the City.	Amendments have no impact on permitted residential uses or planned housing development.	Amendments have no impact on utilities or levels of service that have not already been contemplated under the existing zoning.	Amendment could increase geographic distribution of retail marijuana sales throughout the city but will have no impact on the current number of licenses approved by Washington State Liquor and Cannabis Board.	Amendments do not provide for a greater intensity of use than that contemplated in the Comprehensive Plan and managed through critical areas regulations and SEPA review.	→
TBD	LAND-2021-00348	Education Hill Land Use Designation Change	Amendment will support a broader diversity of residents who can live and shop in Redmond.	Amendments would provide greater housing intensity on two parcels already zoned for residential use. Affordable housing will be required under RZC Chapter 21.20 resulting in more affordable housing.	Utility and infrastructure costs needed to support development of the site will be borne by the developer including any facility updates that would be needed to support the project. A higher level of density may require upgrades to infrastructure.	Amendments would add multifamily development (4.21 acres) to the northeast part of Education Hill/ Avondale Rd. Resulting land use intensity will increase for this site.	Amendment will invite further inquiry into critical areas on site. A portion of site encumbered with critical areas that could potentially impact total density and buildable area. Development must comply with critical areas regulations. Approval would be conditioned on the submittal of a critical areas report demonstrating that the land can support proposed density.	→
TBD	LAND-2021-00124	Wastewater Plan Update	Updated plan allows the city to respond to changing conditions and anticipated growth and development.	Updated Plan anticipates future development and housing intensity and allows the city to better plan for managing wastewater impacts.	Update Plan addresses current and future projected infrastructure needs of the City.	Plan updates respond to current conditions and supports level of development currently permitted under the Comprehensive Plan and the Redmond Zoning Code.	Plan update identifies measures to address/mitigate negative effects to natural environment.	→
Cumulative Effects of Amendments and Relationships			Amendments support: parks and trails/quality of life; preservation and displacement mitigation of new/existing small or local businesses; increased geographic opportunities for siting of retail marijuana sales; and allow the city to respond to the changing wastewater infrastructure needs of continued growth and development.	Amendments may impact development costs through regulatory implementation of tree canopy preservation and result in impacts to housing production and affordability. Other amendments would provide greater housing intensity on two parcels already zoned for residential use. Wastewater Plan updates allow city to plan and prepare for impacts of future development.	Generally, few impacts on utilities or level of service that have not already been contemplated and allowed under the existing zoning. Wastewater Plan Update addresses current and future projected infrastructure needs of the City.	Most amendments do not contemplate new land uses that are not currently permitted on the Comprehensive Plan and the Redmond Zoning Code. Education Hill Land Use Designation change would impact intensity contemplated on the 4.21-acre site.	Several amendments propose changes that mitigate or reduce impacts to critical areas and tree canopy. All new development must comply with critical areas protections regulations.	The 2021 Docket amendments would have minor cumulative impacts to the city's infrastructure and utilities; with minor impacts to land use and housing. Most amendments support economic development through greater quality of life, community diversification, affordable housing, and improved capacity to meet future development needs for wastewater management.





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-131  
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
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DEPARTMENT STAFF:

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
Planning and Community Development	Jeff Churchill, AICP	Long Range Planning Manager
Planning and Community Development	Glenn Coil	Senior Planner

TITLE:

Adoption of an Ordinance Establishing the 2021-2022 Annual Docket of Comprehensive Plan Amendments

- a. Ordinance No. 3057: An Ordinance of the City of Redmond, Washington, Setting the Framework and Conducting Concurrent Review of the Cumulative Effect of All Proposed Amendments to the Redmond Comprehensive Plan and Related Amendments to the Redmond Zoning Code, for the 2021-22 Annual Comprehensive Amendment Review Docket, Including New and Amended Policies, Concurrent Zoning Amendments, and New and Amended Functional Plans.

OVERVIEW STATEMENT:

In March 2021, the City invited applications for amendments to the Comprehensive Plan. The City received four applications for inclusion in the 2021-2022 Annual Review Docket. The Planning Commission concluded that three of the applications are consistent with the threshold criteria set forth in *RZC 21.76.070.J.6 Threshold Criteria* and recommends that they be added to the 2021-2022 Annual Docket of Comprehensive Plan Amendments. One application was withdrawn by the applicant on July 29, 2021.

The three applications recommended for inclusion are:

- Redmond Town Center Text Amendment
- Evans Creek Relocation Project Land Use Map and Zoning Map Amendment
- Public Safety Functional Plan Updates

The application withdrawn is:

- CIM Group Land Use Map Amendment

Attachment A provides a summary of the annual docketing process and its relationship to Redmond 2050. Attachment B is the Planning Commission recommendation with more detail on its threshold analysis.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan
- **Required:**
  - The Growth Management Act, and specifically RCW 36.70A.130, requires and sets the legal framework for the continuing review and evaluation of comprehensive plans.
  - RZC 21.76.070.J establishes Redmond’s procedures to create an annual docket of proposed Comprehensive Plan amendments and review proposed amendments.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Council adoption of an ordinance establishing the 2021-2022 Annual Docket of Comprehensive Plan Amendments will allow for review and consideration of docketed amendments by August 2022 in accordance with the procedural requirements set forth under state law and the Redmond Zoning Code.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
n/a
- **Outreach Methods and Results:**  
The Planning Commission held a public hearing on June 16, 2021, to receive public testimony on the applications. Additional outreach will be conducted for any proposed amendment added to the 2021-2022 annual docket.
- **Feedback Summary:**  
Public testimony was provided by all applicants in support of adding their proposals to the 2021-2022 annual docket.

**BUDGET IMPACT:**

**Total Cost:**

\$4,535,222 is the total amount allocated to Community and Economic Development in the 2021-2022 biennial budget. The staff time required to administer the annual docket is included in this offer.

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

**Budget Offer Number:**

000250 - Community and Economic Development

**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
7/13/2021	Committee of the Whole - Planning and Public Works	Receive Information
7/20/2021	Business Meeting	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

RZC 21.76.070.J.5.a. calls for Council action to establish the annual docket by August 31.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City <[https://redmond.municipal.codes/RZC/21.78\\_\\_57d056ed0984166336b7879c2af3657f](https://redmond.municipal.codes/RZC/21.78__57d056ed0984166336b7879c2af3657f)> Council reviews the recommendation of the Planning Commission and considers whether proposed amendments should <[https://redmond.municipal.codes/RZC/21.78\\_\\_991e1b7e0abe0b445300cd123c16dd16](https://redmond.municipal.codes/RZC/21.78__991e1b7e0abe0b445300cd123c16dd16)> be included in or excluded from the annual review, or should <[https://redmond.municipal.codes/RZC/21.78\\_\\_991e1b7e0abe0b445300cd123c16dd16](https://redmond.municipal.codes/RZC/21.78__991e1b7e0abe0b445300cd123c16dd16)> be deferred based on the docketing threshold criteria in RZC 21.76.070.J.6. The City Council's decision to exclude an application from the docket terminates the application. Proposals excluded from the annual review docket may not be considered again for two years. The City Council's decision to defer an application means the application may be considered, as specified by the Council, for the next annual docket cycle, neighborhood plan review and update, a previously established work program, or the next periodic review cycle (i.e. Redmond 2050).

**ATTACHMENTS:**

Attachment A: Annual Docket Process Summary

Attachment B: Planning Commission Report: 2021-22 Annual Docket

Attachment C: Council Questions

Attachment D: Staff Report Presentation

Attachment E: Ordinance Establishing the 2021-22 Comprehensive Plan Docket



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-131  
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
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DEPARTMENT STAFF:

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
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Attachment A provides a summary of the annual docketing process and its relationship to Redmond 2050. Attachment B is the Planning Commission recommendation with more detail on its threshold analysis.

Additional Background Information/Description of Proposal Attached

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N/A
- **Other Key Facts:**  
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**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
n/a
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The Planning Commission held a public hearing on June 16, 2021, to receive public testimony on the applications. Additional outreach will be conducted for any proposed amendment added to the 2021-2022 annual docket.
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**Total Cost:**

\$4,535,222 is the total amount allocated to Community and Economic Development in the 2021-2022 biennial budget. The staff time required to administer the annual docket is included in this offer.

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

**Budget Offer Number:**

000250 - Community and Economic Development

**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
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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
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**ATTACHMENTS:**

Attachment A: Annual Docket Process Summary

Attachment B: Planning Commission Report: 2021-22 Annual Docket

Attachment C: Council Questions

Attachment D: Staff Report Presentation

Attachment E: Ordinance Establishing the 2021-22 Comprehensive Plan Docket

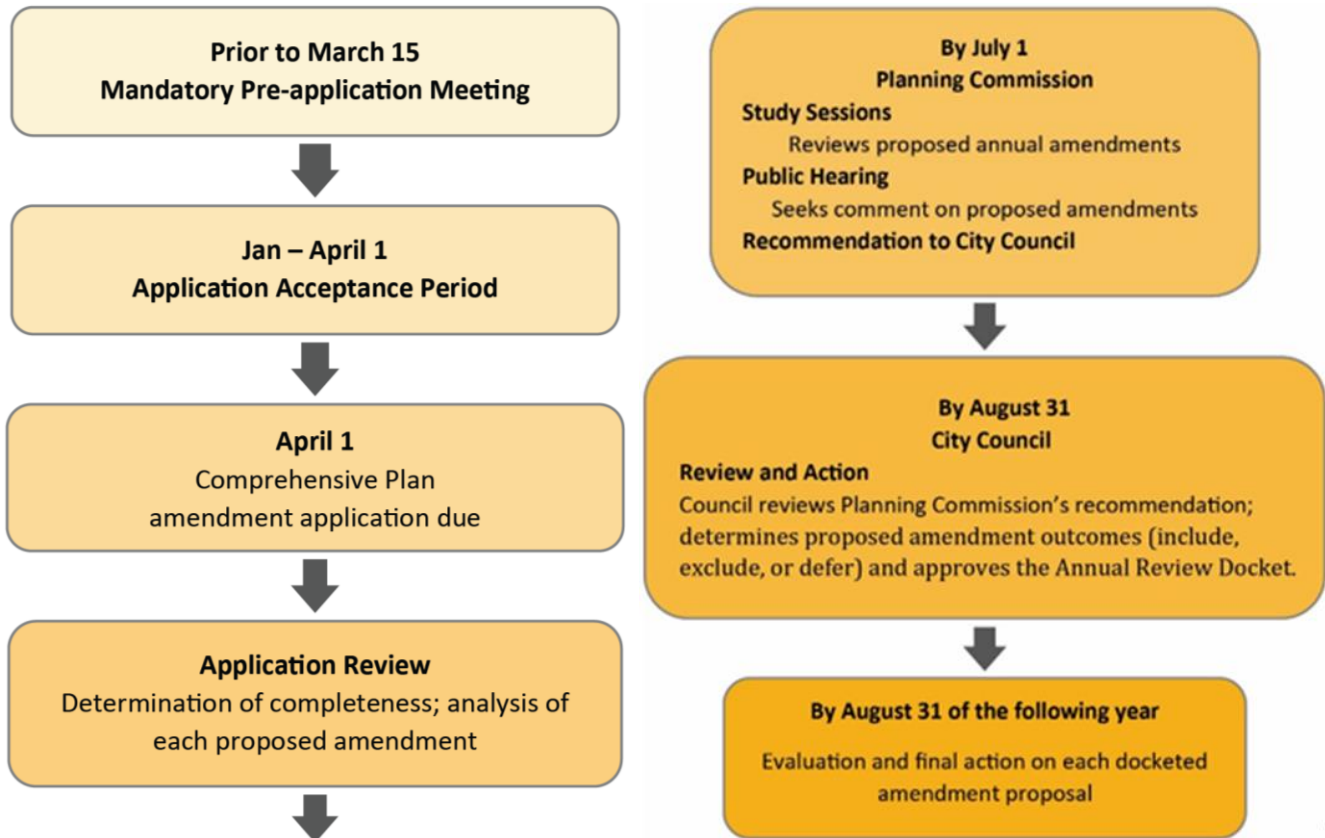


## Attachment A: Annual Docket Process Summary

The Growth Management Act (GMA) allows cities to amend their comprehensive plans no more than once per year. In Redmond the procedures for establishing an annual “docket” of amendments are contained in RZC 21.76.070.J and are summarized in the flowchart below.



### Summary Flowchart for Establishing Annual Docket



As the flowchart shows, the City Council’s responsibility is to review and act on the Planning Commission’s recommendation on which applications meet the criteria for being added to the annual docket. Those criteria, from RZC 21.76.070.J.6, are:

- a. Amending the Comprehensive Plan is the most appropriate mechanism available, as the desired outcome cannot be addressed as a regulatory or budgetary process, or by a work program approved by City Council;
- b. The proposed amendment is best addressed as an individually docketed item, instead of evaluated as part of a periodic update to Redmond’s Comprehensive Plan, neighborhood plan update, or other planning processes such as those led by regional or state agencies;

- c. The proposed amendment is consistent with policy implementation in the King County Countywide Planning Policies, the Growth Management Act, other state or federal law, and the Washington Administrative Code;
- d. The proposed amendment can be reasonably reviewed within the staffing resources and operational budget allocated to the Department. In making this determination the following shall be considered:
  - i. The amount of research and analysis needed to develop the proposal;
  - ii. The potential for the proposal to impact multiple sections of the Comprehensive Plan and/or zoning code;
  - iii. The amount of public engagement needed to fully develop the amendments; and
  - iv. If consultant support would be needed to fully develop the proposal.
- e. The proposed amendment addresses the interests and changed conditions of the entire City as identified in its long-range planning and policy documents and is compatible with the overall vision and goals of the Comprehensive Plan; and
- f. The proposed amendment or similar amendment has not been considered or rejected within the last two years.

The City Council may include, exclude, or defer each application as described in RZC 21.76.070.J.7:

- a. *Include.* The City Council's decision to include an application in the Annual Review Docket is procedural only and does not constitute a decision by the City Council as to whether the proposed amendment will ultimately be approved.
- b. *Exclude.* The City Council's decision to exclude an application from the docket terminates the application. Proposals excluded from the annual review docket may not be considered again for a period of two years.
- c. *Defer.* The City Council's decision to defer an application means the application may be considered, as specified by the Council, for the next annual docket cycle, neighborhood plan review and update, a previously established work program, or the next periodic review cycle.

Upon Council establishment of the 2021-2022 Annual Docket, staff will begin evaluation of each proposed amendment, culminating in Council action on each amendment no later than August 2022.



## PLANNING COMMISSION RECOMMENDATION TO CITY COUNCIL

June 30, 2021

<b>Annual Docket Year:</b>	<b>2021-2022</b>
<b>Staff Contact:</b>	<b>Glenn B. Coil, Senior Planner</b>

### FINDINGS OF FACT

#### Public Hearing and Notice

##### a. Planning Commission Study Session and Public Hearing Dates

- I. A staff briefing was provided to the Planning Commission on April 28, 2021 to provide an overview of the applications for the 2022 Docket.
- II. The Planning Commission held a study session on May 26, 2021
- III. The Planning Commission held a public hearing on the proposed Comprehensive Plan amendments for the 2021-2022 Annual Docket of Comprehensive Plan amendments on June 16, 2021. Written testimony was provided by the four (4) applicants. Written public testimony is provided in Attachment C.
- IV. Planning Commission meeting materials, videos, and minutes can be found on the Planning Commission website.

##### b. Notice and Public Involvement

The public hearing notice (Attachment D) was published in the Seattle Times in accordance with RZC 21.76.080 Review Procedures - Notices. Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, and distributed by email to various members of the public and various agencies.

Planning Commission Report - Findings and Conclusions  
**2021-2022 Annual Docket of Comprehensive Plan Amendments**  
 June 30, 2021

## Annual Comprehensive Plan Amendment Docket Application Summary and Criteria Evaluation

	APPLICANT	PROPOSAL	INTENDED OUTCOME
<b>Redmond Town Center Text Amendment</b>	GGLO	<ul style="list-style-type: none"> <li>Remove references to Redmond Town Center Master Plan from the Urban Centers Element</li> <li>Remove minimum retail provisions for Redmond Town Center in DT-31</li> <li>Remove maximum commercial provisions in DT-32</li> <li>Consider changes to DT-11 concerning building height in Downtown</li> </ul>	Encourage the redevelopment of Redmond Town Center from an auto-centric suburban campus to a walkable high-quality mixed-use urban neighborhood.
<b>CIM Group Land Use Map Amendment</b>	CIM Group	<ul style="list-style-type: none"> <li>Change Comprehensive Plan land use designation from Manufacturing Park to Design District</li> <li>Change zoning designation from Manufacturing Park to Design District</li> </ul>	Allow a mixed-use transit-oriented development of approximately 1,400 homes and ground-level retail in an 11.5-acre area at northeast corner of Redmond Way and 180 <sup>th</sup> Avenue NE
<b>Evans Creek Relocation Project Land Use Map and Zoning Map Amendment</b>	City of Redmond	<ul style="list-style-type: none"> <li>Change the Land Use Map designation and Zoning Map designation for properties affected by the relocation of Evans Creek</li> <li>Change the Shoreline Environment designation for properties affected by the relocation of Evans Creek</li> </ul>	Allow for industrial uses on properties that are currently bisected by Evans Creek, but will no longer be bisected by Evans Creek after the creek is relocated.
<b>Public Safety Functional Plan Updates</b>	City of Redmond	<ul style="list-style-type: none"> <li>Near-term updates to the Police and Fire functional plans to respond to changing community needs</li> </ul>	Updated functional plans that respond to current needs and that serve as a bridge to broader updates in conjunction with Redmond 2050.

Planning Commission Report - Findings and Conclusions  
**2021-2022 Annual Docket of Comprehensive Plan Amendments**  
 June 30, 2021

<b>RZC 21.76.070.J.6 - THRESHOLD CRITERIA</b> <i>(full staff analysis attached as attachment B)</i>	<b>Redmond Town Center Text Amendment</b>	<b>CIM Group Land Use Map Amendment</b>	<b>Evans Creek Relocation Project Land Use Map and Zoning Map Amendment</b>	<b>Public Safety Functional Plan Updates</b>
<b>MEETS/ DOES NOT MEET</b>				
a Amending the Comprehensive Plan is the most appropriate mechanism available, as the desired outcome cannot be addressed as a regulatory or budgetary process, or by a work program approved by City Council	Meets	Meets	Meets	Meets
b The proposed amendment is best addressed as an individually docketed item, instead of evaluated as part of a periodic update to Redmond's Comprehensive Plan, neighborhood plan update, or other planning processes such as those led by regional or state agencies	Meets	Does not meet	Meets	Meets
c The proposed amendment is consistent with policy implementation in the King County Countywide Planning Policies, the Growth Management Act, other state or federal law, and the Washington Administrative Code	Meets	Meets	Meets	Meets
d The proposed amendment can be reasonably reviewed within the staffing resources and operational budget allocated to the Department. In making this determination the following shall be considered: <ul style="list-style-type: none"> <li>i. The amount of research and analysis needed to develop the proposal;</li> <li>ii. The potential for the proposal to impact multiple sections of the Comprehensive Plan and or zoning code;</li> <li>iii. The amount of public engagement needed to fully develop the amendments; and</li> <li>iv. If consultant support would be needed to fully develop the proposal.</li> </ul>	Meets	Does not meet	Meets	Meets
e The proposed amendment addresses the interests and changed conditions of the entire City as identified in its long-range planning and policy documents and is compatible with the overall vision and goals of the Comprehensive Plan	Meets	Does not meet	Meets	Meets
f The proposed amendment or similar amendment has not been considered or rejected within the last two years	Meets	Meets	Meets	Meets

Planning Commission Report - Findings and Conclusions  
**2021-2022 Annual Docket of Comprehensive Plan Amendments**  
June 30, 2021

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## PLANNING COMMISSION CONCLUSIONS & RECOMMENDATION

The Planning Commission has reviewed:

- A. *Annual Docket Applications for 2021-22 (Attachment A)*
- B. *Staff Threshold Criteria Analysis (Attachment B)*
- C. *Public Testimony (Attachments C)*

### Recommendation

The Planning Commission concludes that the following Annual Docket applications are **consistent** with the threshold criteria set forth in *RZC 21.76.070.J.6 Threshold Criteria* and recommends that they be **added** to the 2021-2122 Annual Docket of Comprehensive Plan Amendments.

- Redmond Town Center Text Amendment
- Evans Creek Relocation Project Land Use Map Amendment, Zoning Map Amendments, and Minor Shoreline Master Program Amendment
- Public Safety Functional Plan Updates

## REVIEWED AND APPROVED BY THE PLANNING COMMISSION

DocuSigned by:



DA525C34AC764BC...

Carol Helland  
Planning and Community Development Director

DocuSigned by:



816CD0A1D16A46D...

Sherri Nichols  
Planning Commission Chair

### Attachments

- A. Annual Docket Applications
- B. Staff Threshold Criteria Analysis
- C. Applicant Testimony
- D. Public Hearing Notice

## Annual Docket of Comprehensive Plan Amendments

### Attachment C: City Council Questions

From 7.13.2021 Committee of the Whole Meeting

Initial Council Question or Input	Initial Staff Response
<p>What impacts would the Redmond Town Center proposal have on current tenants? What is the potential for future development? (Forsythe)</p>	<p>It is not known at this time what effect this will have on current tenants.</p> <p>The applicant seeks to remove the minimum retail square footage and maximum commercial building area requirements from the Redmond Comprehensive Plan.</p> <p>These requirements come from the 1995 Redmond Town Center Master Plan, which the applicant says do not reflect current market conditions and community vision, and inhibit successful operation of existing improvements.</p> <p>If the Council places this proposal on the docket for consideration, staff’s analysis would include impacts to existing businesses and the potential for future development.</p>
<p>For the Evans Creek proposal, what would the impacts be of adopting industrial zoning vs. zoning that would support affordable housing? (Forsythe)</p>	<p>The Evans Creek Relocation project will relocate a stretch of Evans Creek from its current location bisecting industrial properties to a location further north into open space with forested riparian habitat. The current zoning and use of the affected parcels is industrial, as shown in the map in the slides for the July 20 staff report. With the relocation of the creek, the proposal would modify the zone boundaries to align with property boundaries.</p> <p>If this proposal is added to the docket, part of staff’s analysis will be assess the need for the proposed land use and whether the proposal result in the loss of capacity to meet other needed land uses, including whether the proposal complies with the policy of no net loss of housing capacity (RZC 21.76.070.J.9).</p>



# **Annual Docket of Comprehensive Plan Amendments**

Redmond City Council  
July 20, 2021



# Agenda

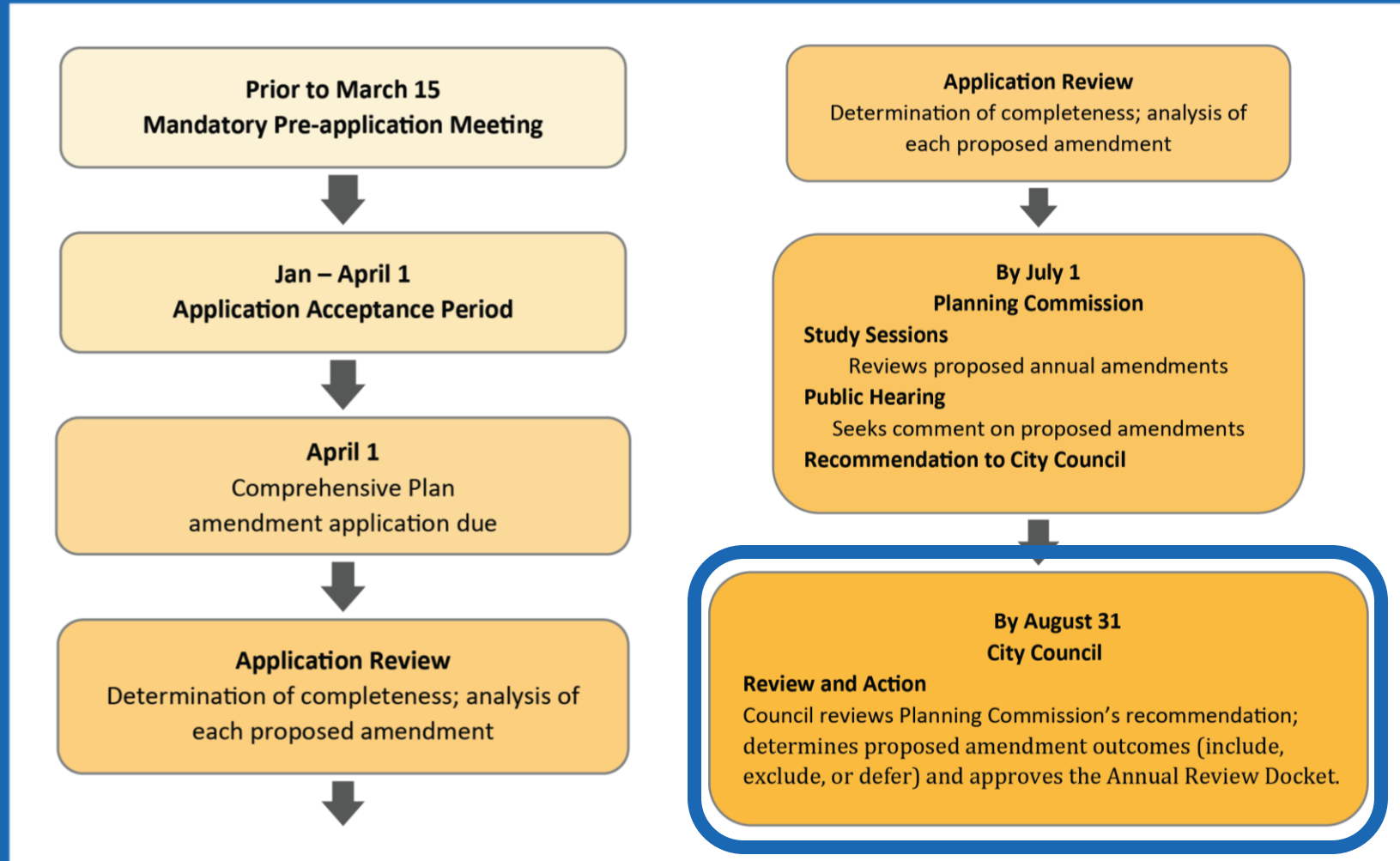
- Requested Council action
- Docket process
- Proposals
- Threshold analysis
- Planning Commission Recommendation
- Next step - adoption

# What are we asking Council to do?

Determine which docket applications meet **threshold criteria** for review as part of annual docket.

*We are **not** asking Council to evaluate any proposal on its merits. That happens over course of the next year.*

# Annual Docket Process



# Applications

1. Redmond Town Center Text Amendment
2. CIM Group Land Use Map Amendment
3. Evans Creek Relocation Project Land Use Map and Zoning Map Amendment, and Minor Shoreline Master Program Amendment
4. Public Safety Functional Plan Updates (*citywide*)



# Redmond Town Center Text Amendment

*Applicant: GGLO*

## PROPOSAL

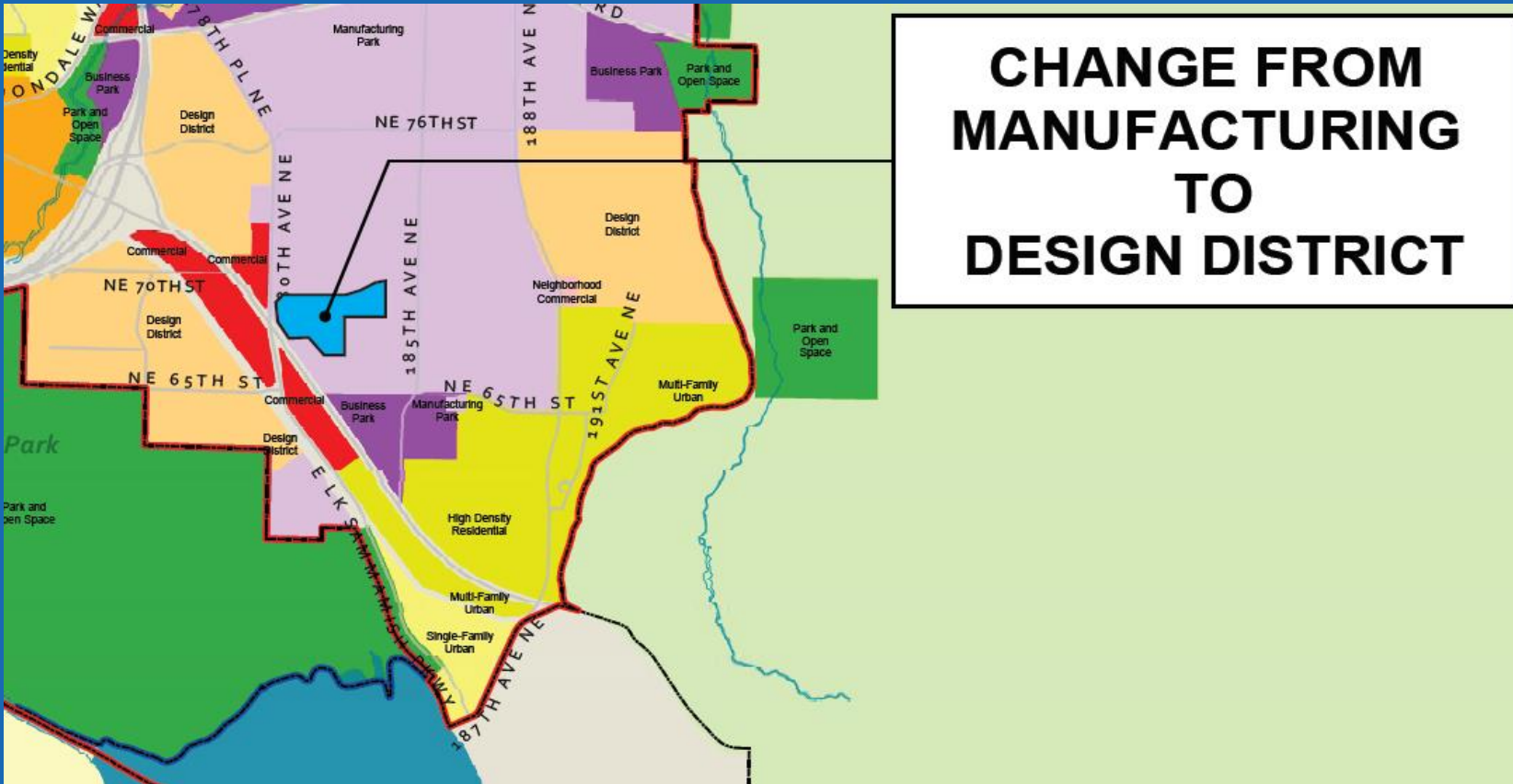
- Remove references to Redmond Town Center Master Plan from the Urban Centers Element
- Remove minimum retail provisions for Redmond Town Center in DT-31
- Remove maximum commercial provisions in DT-32
- Consider changes to DT-11 concerning building height in Downtown

## INTENDED OUTCOME

Encourage the redevelopment of Redmond Town Center from an auto-centric suburban campus to a walkable high-quality mixed-use urban neighborhood.

# CIM Group Land Use Map Amendment

*Applicant: CIM Group*



## INTENDED OUTCOME

Allow a mixed-use transit-oriented development of approximately 1,400 homes and ground-level retail in an 11.5-acre area at northeast corner of Redmond Way and 180<sup>th</sup> Avenue NE



# Evans Creek Relocation Project Land Use Map and Zoning Map Amendment

*Applicant: City of Redmond*

## PROPOSAL

Change the Land Use Map designation and Zoning Map designation for properties affected by the relocation of Evans Creek

Change the Shoreline Environment designation for properties affected by the relocation of Evans Creek

## INTENDED OUTCOME

Allow for industrial uses on properties that are currently bisected by Evans Creek, but will no longer be bisected by Evans Creek after the creek is relocated.

# Existing and Proposed Land Use Designations





# Public Safety Functional Plan Updates

*Applicant: City of Redmond*

## PROPOSAL

Near-term updates to the Police and Fire functional plans to respond to changing community needs

## INTENDED OUTCOME

Updated functional plans that respond to current needs and that serve as a bridge to broader updates in conjunction with Redmond 2050.

# Docketing Threshold Criteria

- a. Comprehensive Plan amendment is most appropriate mechanism
- b. Individually docketed item is most appropriate, vs. addressing in periodic review
- c. Consistent with GMA, WAC, Countywide Planning Policies, other laws
- d. There are adequate staff resources to review
- e. Proposal addresses community interests or changed conditions
- f. Proposal has not been considered and rejected in last two years

# Planning Commission Recommendation

The following applications are **consistent with the threshold criteria set forth in RZC 21.76.070.J.6 Threshold Criteria** and should be added to the 2021-2122 Docket:

- **Redmond Town Center Text Amendment**
- **Evans Creek Relocation Project Land Use Map and Zoning Map Amendment**
- **Public Safety Functional Plan Updates**

The application **NOT recommended** for inclusion is:

- **CIM Group Land Use Map Amendment**

These land use policy issues would best be addressed as part of Redmond 2050.



# Next Steps

If Council is **ready to establish the 2021-22 docket** by ordinance, staff will prepare docket ordinance for 8/17 business meeting

If Council desires **additional time for review**, staff seeks Council direction on whether to schedule a study session.

RZC calls for docket ordinance adoption by August 31 of each year.

**Reminder:** *establishing the docket only indicates that applications have met **threshold criteria**.*

*Adopting the docket ordinance does not imply any opinion on the merits of any application.*



# Thank You



Any Questions?



NON-CODE

**REDMOND CITY COUNCIL  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, SETTING THE FRAMEWORK AND CONDUCTING CONCURRENT REVIEW OF THE CUMULATIVE EFFECT OF ALL PROPOSED AMENDMENTS TO THE REDMOND COMPREHENSIVE PLAN AND RELATED AMENDMENTS TO THE REDMOND ZONING CODE, FOR THE 2021-22 ANNUAL COMPREHENSIVE AMENDMENT REVIEW DOCKET, INCLUDING NEW AND AMENDED POLICIES, CONCURRENT ZONING AMENDMENTS, AND NEW AND AMENDED FUNCTIONAL PLANS

---

WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations shall be subject to continuing evaluation and review; and

WHEREAS, the Growth Management Act provides that comprehensive plan amendments can occur no more than once a year with limited exceptions, and shall be considered by the governing body concurrently so that the cumulative effects of amendments can be ascertained, and

WHEREAS, it has been at least one year since the City initiated an Annual Comprehensive Amendment Review Docket, hereto referred as "Annual Review Docket" which establishes a list of proposed Comprehensive Plan amendments and related

development regulations to be considered during the upcoming year, and

WHEREAS, the City of Redmond Zoning Code, RZC 21.76.070.J, sets forth procedures pursuant to RCW 36.70A for establishing the Annual Review Docket; and

WHEREAS, in accordance with RZC 21.76.070.J.2.f., the Planning Commission held a public hearing on June 16, 2021, to seek community feedback on the content of the 2021-22 Annual Review Docket; and

WHEREAS, on June 30, 2021, the Planning Commission provided a recommendation to City Council regarding the content of the 2021-22 Annual Review Docket; and

WHEREAS, the City Council reviewed the Planning Commission's recommendation regarding the content of the 2021-22 Annual Review Docket as part of meetings on July 13 and July 20, 2021, and has considered whether proposed amendments should be included in, or excluded from the Annual Review Docket, or deferred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1.      Classification.      This is a non-code ordinance.

Section 2. Setting the Content of the 2021-22 Annual Review Docket. The following proposed amendments shall establish the entire framework for the 2021-22 Annual Review Docket, including concurrent amendments to the Redmond Zoning Code:

**a. Evans Creek Relocation Project Land Use Map, Zoning Map, and Limited Shoreline Master Program Amendment**

This proposal requests the following changes:

- Change the Land Use Map designation and Zoning Map designation for properties affected by the relocation of Evans Creek
- Change the Shoreline Environment designation for properties affected by the relocation of Evans Creek

The intended outcome would allow for industrial uses on properties that are currently bisected by Evans Creek, but will no longer be bisected by Evans Creek after the creek is relocated.

Applicant: City of Redmond

**b. Public Safety Functional Plan Updates**

This proposal involves near-term updates to the Police and Fire functional plans to respond to changing community needs. The intended outcomes are updated functional plans that respond to



current needs and that serve as a bridge to broader updates in conjunction with Redmond 2050.

Applicant: City of Redmond

**c. Redmond Town Center Text Amendment**

This proposal requests the following text amendments:

- Remove references to Redmond Town Center Master Plan from the Urban Centers Element
- Remove minimum retail provisions for Redmond Town Center in policy DT-31
- Remove maximum commercial provisions in policy DT-32
- Consider changes to policy DT-11 concerning building height in Downtown

The intended outcome of this proposal would encourage the redevelopment of Redmond Town Center from an auto-centric suburban campus to a walkable high-quality mixed-use urban neighborhood.

Applicant: Mitch Ptacek, GGLO

Section 3. Final Review of Docketed Proposals. The City Council will evaluate the proposed amendments included in the Annual Review Docket in accordance with the timeline and procedures set forth in RZC 21.76.070.J and will take action on the proposed amendments.

Section 4.      Public Participation. Consistent with the requirements of RCW 36.70A.140, the City of Redmond shall ensure public participation in the amendment process by holding public hearings for each of the proposed amendments. Notice of the hearings for each of the amendments shall be broadly disseminated to the public and shall be published in the newspaper of record, advertised by the City's public television programming and website, and where applicable, mailed to property owners within an affected area. The Planning Commission shall consider the testimony and written comments received during the public hearing before making its recommendation to the City Council for action on each of the proposed amendments.

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 or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6.      Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



Memorandum

**Date:** 8/17/2021  
**Meeting of:** City Council

**File No.** AM No. 21-132  
**Type:** Public Hearing

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

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

Planning and Community Development	Cameron Zapata	Senior Planner
Planning and Community Development	David Lee	Development Review Planning Manager

**TITLE:**

LMC South Park Master Plan, Development Agreement and Site Plan Entitlement, Type V Quasi-Judicial Consolidated Review Permit

- a. Ordinance No. 3058: An Ordinance of the City of Redmond, Washington, Adopting the Technical Committee’s Recommendation to Approve with Conditions the LMC South Park Master Plan, Development Agreement, and Site Plan Entitlement (File LAND-2020-00029, LAND-2020-00030) and Establishing an Effective Date
- b. Resolution No. 1546: A Resolution of the City Council of the City of Redmond, Washington, Approving a Development Agreement for Properties Owned by Lennar Multifamily Communities

**OVERVIEW STATEMENT:**

Conduct a public hearing, receive public comments and applicant testimony, close the hearing and issue a decision on the LMC South Park Master Plan, Development Agreement, and Site Plan Entitlement.

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

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
This project is being proposed as a Development Agreement, Master Plan, and Site Plan Entitlement (Type V

Quasi-Judicial Consolidated Review) consistent with the requirements of the Redmond Zoning Code and policies contained within the Comprehensive Plan.

Since this is a Quasi-Judicial process, the Council sits as “judges” of the application and the Appearance of Fairness Doctrine applies. This means that Council communications related to the project with anyone outside of a formal Council meeting must be disclosed and described on the record before a decision can be made, and Councilmember participation can be challenged based on such a disclosure.

- **Required:**  
RZC 21.76.070.L Land Use Actions, and Decision Criteria, Development Agreement  
RZC 21.76.070.P Land Use Actions, and Decision Criteria, Master Plan  
RZC 21.76.070.Y Land Use Actions, and Decision Criteria, Site Plan Entitlement
- **Council Request:**  
Council will eventually be requested to hold a Public Hearing for the project and render a decision based on the Staff Report and public testimony.
- **Other Key Facts:**  
Not applicable

**OUTCOMES:**

The applicant is seeking a Master Plan, Site Plan Entitlement, and Development Agreement from the City Council. With respect to the Development Agreement, the applicant is proposing the following terms with staff’s recommendation.

With respect to the Development Agreement, the City is receiving the following benefits:

- Commitment to provide at least 5 percent of the units (14) as 3-bedroom units;
- 10 percent of live/work units reserved for occupancy by local commercial tenant(s);
- Public Art walk;
- Public Plaza;
- Public Play Plaza with children’s play features and other entertainment features for all ages;
- Public outdoor dog washing station;
- Community Gardens;
- Art Studio and artist in residence; and
- Multi-modal trail connections to Marymoor Park with self-service bicycle repair station.

In return, the applicant is requesting:

- A ten-year vesting period with a potential five-year extension;
- Ground floor amenity space to be classified as commercial space;
- Live/work units to be classified as commercial space;
- Construction phasing is proposed in two phases:
  - Phase I will include a majority of the infrastructure improvements (includes the construction of 173rd Avenue NE and 174th Avenue NE), the development of the garage, west building, north and south public plazas; and
  - Phase II will include the east building and its residential amenities, children’s play plaza, community garden, and art walk.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Neighborhood meetings (virtual)  
December 8, 2020  
March 28, 2021  
Notice of Application  
February 24, 2021  
State Environmental Policy Act  
March 22, 2021
- **Outreach Methods and Results:**  
Neighborhood meetings  
December 8, 2020  
March 28, 2021  
Notice of Application  
February 24, 2021  
State Environmental Policy Act  
March 22, 2021

Two participants attended the virtual Neighborhood Meetings, where general information questions were asked and responded to.

Staff received one public comment from the Notice of Application, asking what constituted a live/work unit. Staff was able to respond by describing a live/work unit.

Staff also received two comments on the environmental review conducted pursuant to the State Environmental Policy Act. One comment requested a cultural assessment and to be included in future correspondence. Staff responded and will provide the cultural assessment and included them on the parties of record list. The last comment was a recommendation of archaeological monitoring or survey. Staff responded that a Monitoring Inadvertent Discovery Plan is a condition of project approval.

- **Feedback Summary:**  
No substantive questions or concerns resulted during community and stakeholder outreach/ involvement.

**BUDGET IMPACT:**

**Total Cost:**

The Development Services function of the City that is responsible for permit review and inspection is supported by applicant fees and the General Fund.

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

**Budget Offer Number:**

000244

**Budget Priority:**

Vibrant and Connected

Other budget impacts or additional costs:  Yes  No  N/A

If yes, explain:

N/A

Funding source(s):  
Fees and General Fund

Budget/Funding Constraints:  
N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
6/8/2021	Committee of the Whole - Planning and Public Works	Receive Information
7/6/2021	Business Meeting	Provide Direction
7/27/2021	Study Session	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The Applicant would like to begin construction on infrastructure improvements in Winter 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

The site is located in Marymoor Village and is approved for development as a local center in anticipation of the Downtown Redmond Link Extension in 2024. The project, as proposed, is consistent with adopted Marymoor Village policies and regulations. Deviations to standards and public benefits have been incorporated into the compliance analysis and provided herein. If not approved, the housing and amenities associate with this project would not be constructed.

**ATTACHMENTS:**

- Attachment A-Ordinance
- Attachment B-Resolution
- Attachment C-Development Agreement
- Attachment D-Staff Report
- Attachment E-Council Issue Matrix



Memorandum

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

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**Budget Offer Number:**

000244

**Budget Priority:**

Vibrant and Connected

Other budget impacts or additional costs:  Yes  No  N/A

If yes, explain:  
N/A

Funding source(s):  
Fees and General Fund

Budget/Funding Constraints:  
N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
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**Time Constraints:**

The Applicant would like to begin construction on infrastructure improvements in Winter 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

The site is located in Marymoor Village and is approved for development as a local center in anticipation of the Downtown Redmond Link Extension in 2024. The project, as proposed, is consistent with adopted Marymoor Village policies and regulations. Deviations to standards and public benefits have been incorporated into the compliance analysis and provided herein. If not approved, the housing and amenities associate with this project would not be constructed.

**ATTACHMENTS:**

- Attachment A-Ordinance
- Attachment B-Resolution
- Attachment C-Development Agreement
- Attachment D-Staff Report
- Attachment E-Council Issue Matrix

NON-CODE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADOPTING THE TECHNICAL COMMITTEE'S RECOMMENDATION TO APPROVE WITH CONDITIONS THE LMC SOUTH PARK MASTER PLAN, DEVELOPMENT AGREEMENT, AND SITE PLAN ENTITLEMENT (FILE LAND-2020-00029, LAND-2020-00030) AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, Lennar Multifamily Communities herein referred to as applicant, submitted a Master Planned Development, Development Agreement, and Site Plan Entitlement to develop a 3.68-acre site, with two mixed-use structures with a total of 284 dwelling units, where 5% of the dwelling units are to be constructed as three-bedrooms and will also include 13 live/work units. The development will include a public art walk and plaza, an artist in residence studio, community gardens, and a play plaza located at 17371 NE 67<sup>th</sup> Court; and

WHEREAS, a Master Planned Development, Development Agreement and Site Plan Entitlement are Type V consolidated permit decision; and

WHEREAS, the Redmond Zoning Code authorizes the City Council to conduct an open record hearing for the Master Planned Development Permit, Development Agreement, and Site Plan Entitlement; and

WHEREAS, on February 18, 2021, the City's Design Review Board recommended approval of the LMC South Park Master Plan, Development Agreement, and Site Plan Entitlement (LAND-2020-00029, LAND-2020-00030); and

WHEREAS, on March 22, 2021, the City's Technical Committee issued a Determination of Non-Significance for the SEPA application (SEPA-2021-00138); and

WHEREAS, on May 19, 2021, the City's Technical Committee recommended approval of the LMC South Park Master Planned Development, Development Agreement, and Site Plan Entitlement proposal (LAND-2020-00029 and LAND-2020-00030); and

WHEREAS, on August 17, 2021, the City Council opened an open record public hearing to receive and review the application record and to hear verbal testimony relative to the LMC South Park Master Plan, Development Agreement, and Site Plan Entitlement (LAND-2020-00029 and LAND-2020-00030) and closed the Hearing on August 17, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings, Conclusions, and Conditions of Approval. After carefully reviewing the record and considering the evidence and arguments in the record and in the recommendations of the Technical Committee and Design Review Board, the City

Council hereby adopts the findings, analysis, conclusions, and conditions in the Technical Committee's recommendation for the LMC South Park Master Plan, Development Agreement, and Site Plan Entitlement proposal dated August 17, 2021.

Section 2.        Classification. This is a non-code ordinance.

Section 3.        Approval. The City Council hereby approves the LMC South Park Master Planned Development, Development Agreement, and Site Plan Entitlement (LAND-2020-00029 and LAND-2020-00030).

Section 4.        Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5.        Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, APPROVING A  
DEVELOPMENT AGREEMENT FOR PROPERTIES OWNED BY  
LENNAR MULTIFAMILY COMMUNITIES

---

WHEREAS, Lennar Multifamily Communities owns an approximately 3.68-acre site at parcel no. 5195500200 and 5195500190 in Redmond; and

WHEREAS, Lennar Multifamily Communities has requested that the City and Lennar Multifamily Communities enter into a development agreement for the property, in order to set forth the development standards and other provisions that will govern and vest the development and use, of a Master Planned Development including 284 dwelling units in two mixed-use structures, including a public art walk with an artist in residence, public plaza, community gardens, public play plaza, and associated site improvements; and

WHEREAS, pursuant to RZC 21.76.070, the Redmond City Council reviewed and approved the LMC South Park Master Planned Development, Development Agreement, and Site Plan Entitlement application; and

WHEREAS, pursuant to RCW 36.70B.200, the Redmond City Council opened and held a public hearing on the proposed agreement on August 17, 2021 and closed the record on \_\_\_\_\_; and after



considering all testimony at the public hearing, determined that a development agreement for LMC South Park shall be approved.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1.        Development Agreement Approved. That certain agreement entitled, "LMC South Park Development Agreement" attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full is hereby approved and shall govern the development of LMC South Park property described in said agreement. The Mayor is hereby authorized to execute the Development Agreement on behalf of the City.

Section 2.        Recording. As provided in RCW 36.70B.190, a signed original of the Agreement shall be recorded with the real property record of King County, Washington and shall be binding on the properties and their successors and assigns.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20XX.

APPROVED:

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:

## LMC SOUTH PARK DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Redmond (“City”), a Washington municipal corporation, and Lennar Multifamily Communities, LLC (“Owner”), a Delaware limited liability company. The City and Owner are referred to collectively as the “Parties” and individually as a “Party.”

### RECITALS

A. Owner is planning the development of land located at 17371 NE 67<sup>th</sup> Ct. in Redmond, Washington and legally described on the attached Exhibit A (the “Property”). The development plan includes two five-story buildings containing approximately 284 residential units (including 13 live/work units), and a parking for 256 vehicles (“the Project”). The Property is located in the City’s Southeast Redmond Neighborhood in Marymoor Design District (“MDD”) 5 zone.

B. As required by Redmond Zoning Code (“RZC”) 21.76.070.P.2.b, Owner has prepared a master plan entitled “LMC – South Park Master Plan” dated \_\_\_\_\_, 202\_\_ (“Master Plan”) to provide for coordinated development of the Property. Owner has applied for approval of the Master Plan, this Agreement, and Site Plan Entitlement under City File Nos. LAND-2020-00029 and LAND-2020-00030. The Master Plan has been the subject of a public review process that included public review and comment at a neighborhood meeting and recommendations for approval by the City’s Design Review Board and Technical Committee. The Redmond City Council also conducted a public hearing to obtain further public comment on the Master Plan and this Agreement.

C. Environmental impacts of the development proposed by the Master Plan were identified and the City issued a (DNS) for the Master Plan on March 22, 2021, under City File No. SEPA-2021-00138.

D. Completion of the Project in accordance with this Agreement will promote the goals and policies of the Redmond Comprehensive Plan, including but not limited to, allowing residents and visitors greater access to major employment hubs, emphasizing regional retail as part of mixed-use developments, and providing a mix of retail and commercial opportunities that meet a range of needs from daily goods and services to niche and boutique retailers, to restaurants and entertainment. The Comprehensive Plan goals furthered by the Project include, but are not limited to: LU-6, HO18, HO-44, N-SE-40, N-SE-42 and N-SE-43.

E. RCW 36.70B.170 through 36.70B.210 authorize cities to enter into development agreements with property owners to govern the future development of real property. A development agreement between Owner and the City is a collaboration that will provide mutual benefit for the Parties and the residents and businesses of the Southeast Redmond Neighborhood.

F. By executing this Agreement, the Parties intend to set forth their mutual agreements and understandings as they relate to the development of the Property and the Project.

## **AGREEMENT**

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and LMC enter into the following Development Agreement and agree to be bound by its terms.

**1. Land and FAR.** The Property governed by this Agreement, exclusive of public right-of-way, consists of approximately 160,222 square feet of land located at 17371 NE 67<sup>th</sup> Ct. and legally described on Exhibit A to this Agreement. The Property governed by this Agreement is depicted on Exhibit B to this Agreement. As provided in RZC 21.13.110 and .150, the maximum allowed development on the Property is expressed in terms of the ratio of floor area to total gross land area prior to dedication of new public right-of-way or provision of other land for public amenities (“FAR”). FAR for the Project shall thus be calculated for all purposes by using 160,222 square feet of total gross land area. Future dedications of land for right-of-way or other public use or improvements and future acquisitions of right-of-way the City or other public agencies through condemnation or otherwise shall not reduce the land area used for calculating FAR, the development rights provided for in this Agreement, or development rights provided through applicable land use regulations.

**2. The Project.** The Project is the proposed development of the Property and consists of two five-story buildings containing approximately 284 residential units (including 13 live/work units), some ground-floor pedestrian-oriented commercial uses, and a parking for 256 vehicles. A minimum of five percent (5%) of the residential units are proposed to be three-bedroom units. The Project also includes a public plaza near the intersection of NE 67<sup>th</sup> Court and 173<sup>rd</sup> Avenue NE, a play plaza adjacent to the Marymoor multi-modal trail, approximately 4,130 square feet of publicly accessible community gardens along the Marymoor multi-modal trail, a tool shed for community gardeners, a dog wash, and an Art Walk providing a pedestrian connection between NE 67<sup>th</sup> Court and Marymoor Park with access to visual art and an artist-in-residence studio.

**3. Conformance with Master Plan.** The Redmond City Council approved the Master Plan on \_\_\_\_\_, 2021. Approval of the development shown in the Master Plan and identified in this Agreement is specifically conditioned upon provision of the public amenities and other features identified in the Master Plan and/or this Agreement, including but not limited to, the three-bedroom residential units, the live/work units, the public plaza, the play plaza, the community gardens, the dog wash, artist-in-residence studio and the Art Walk. The Project shall substantially conform to the Master Plan, including amendments thereto as provided for in RZC 21.76.090(D). In the event of a conflict between the Master Plan and this Agreement, this Agreement shall control.

**4. Vested Rights.**

**4.1 Development Regulations.** Except as provided otherwise in this Agreement, development of the Project shall be vested to and governed by City development regulations in effect as of the Effective Date of this Agreement. Except as expressly stated otherwise herein, any amendments to or additions made during the term of this Agreement to City development regulations shall not apply to or affect the conditions of development of 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, impact fees, transportation concurrency and other laws, ordinance, policies, and administrative regulations and guidelines of the City governing land development.

**4.2 Exemptions.** The following are exempt from vesting under this Agreement:

- 4.2.1** Plan review fees, inspection fees, and transportation, school, and fire impact fees established by schedules, charts, tables, or formulae;
- 4.2.2** Water, sewer, stormwater, and other utility connection charges, general facility charges, Cascade Water Alliance charges, Metro charges, and monthly service charges;
- 4.2.3** Amendments to building, plumbing, mechanical, fire, and other construction codes adopted pursuant to RCW 19.27 and 19.27A; and
- 4.2.4** Other City enactments that are adopted pursuant to state or federal mandates (such as, but not limited to, the City’s NPDES Municipal Stormwater Permit) that preempt the City’s authority to vest regulations.

**4.3 City’s Reserved Rights.** Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability to the extent required by a serious threat to public health and safety, as determined by the Redmond City Council after written notice and an opportunity to be heard has been provided to Owner.

**4.4 Future Amendments to Code.** Owner may request to be bound by future amendments to the Redmond Zoning Code, the Redmond Municipal Code, or other regulations, policies, or guidelines against which Owner is vested under this Agreement. The City’s Planning and Community Development Director may deny such request if the Director determines that compliance with the vested regulation is necessary to meet the City’s intent in approving the Master Plan or to achieve a development of like quality and benefit to the City. If Owner disagrees with such denial, Owner may apply for an amendment of this Agreement as provided in Subsection 4.5 below.

**4.5 Amendments to Agreement.** This Agreement may be amended administratively if no new land use not allowed under current regulations is proposed, no reduction in the amount of open space is proposed, no increase in the total amount of square footage or number of dwelling units is proposed; no reduction in the infrastructure required by this Agreement or the Master Plan conditions of approval is proposed; and the request does not involve a request to be bound by future code amendments that has been denied by the Planning and Community Development Director as provided in Subsection 4.4 above. Any amendment not meeting the criteria of the preceding sentence must be approved by the Redmond City Council using the process for consideration of development agreements set forth in the RZC.

**5. Term.** The term of this Agreement shall be ten (10) years, except as provided in this Section. The City and Owner may agree to extend the term of this Agreement, provided that such extension is approved by the Redmond City Council. The Redmond Zoning Code currently limits the term of a master plan approval in the Marymoor Design District to ten (10) years, with the potential for a five (5) extension. The City and Owner intend for this Agreement to be in effect for a term concurrent with the Master Plan and intend that any request for extension of the Master Plan will be processed concurrently with an extension of this Agreement, and that any expiration of the Master Plan shall cause this Agreement to expire. The City and Owner agree that if the Master Plan is extended, the term of this Agreement shall likewise be extended for the term of the Master Plan.

**6. Development Approvals.**

**6.1 Flexibility.** Detailed plans for development of the Property shall be as approved through the site plan entitlement process and other approval processes set forth in the RZC, as applicable. Road widths, right-of-way dedications, public amenity spaces, and street and utility improvements shall be governed by the Master Plan and the site plan entitlement approval. Depictions of building footprints, shapes, square footage, and number of stories in the Master Plan are illustrative only. Such graphics and text in the Master Plan shall not constrain the process of designing and approving individual developments, which shall address applicable city-wide and special MDD5 design guidelines, codes, and standards.

**6.2 Conditions.** The City shall not impose any condition on the Project, or on any development proposal within the Project, that is inconsistent with the Master Plan, except as authorized in this Agreement or otherwise authorized by applicable City codes or state or federal regulations, including but not limited to those codes and regulations set forth in Section 4.2 against which LMC is not vested, or under those circumstances set forth in Section 4.3.

**6.3 Development Site/Land Division.** The size, configuration and number of legal lots or development parcels within the Property may be modified if approved by the City without amendment of the Master Plan through boundary line adjustments, lot consolidations, binding site plans, short plats, subdivisions or the creation of condominiums. Any future land division or consolidation shall not impact the ultimate size of open spaces, infrastructure, or other required public plazas and amenity spaces or public benefits or improvements, unless permitted as an administrative amendment to this Agreement and unless the City obtains like public amenity space, public benefits, or infrastructure.

## **7. Street and Utility Improvements.**

**7.1 Street and Right-of-Way Improvements.** Owner will construct the street improvements shown in the Master Plan and required by the Master Plan and site plan entitlement conditions of approval, including 173<sup>rd</sup> Avenue NE and 174<sup>th</sup> Avenue NE, in order to mitigate the transportation impacts associated with the Project. Changes to the Project that result in administrative amendments to this Agreement under Section 4.5 will not require additional street and/or right of way improvements beyond those described in the Master Plan, the site plan entitlement and this Agreement, so long as the change to the Project generates the same or fewer vehicle trips as the Project prior to the amendment, based on the methodology of the Transportation Impact Analysis accompanying the Master Plan. The construction of any associated and/or required frontage street improvement shall be completed prior to the occupancy of any building in that phase in the Project, and the dedication of each required frontage street improvement and associated right-of-way shall be completed prior to the issuance of a building permit for any building in the Project. The improvements shall be designed and constructed in accordance with the Master Plan and shall comply with City of Redmond standards and code requirements.

**7.2 Utilities.** Any required water mains, sewer mains, and storm drainage facilities will be installed in public right-of-way or in easements acceptable to the City. Any necessary right-of-way and easements shall be dedicated or conveyed to the City prior to issuance of a building permit for any building in the Project. Construction of such improvements shall be in accordance with City standards, including but not limited to, the City's Standard Specifications and construction details, the City of Redmond Water and Wastewater Design Requirements for System Extensions, and the City of Redmond Stormwater Technical Notebook. Owner will construct improvements as shown in the Master Plan and site plan entitlement. No additional utility improvements will be required, except as may be necessary to meet state or federal mandates against which Owner is not vested under Section 4.2 and except as may be required by the City under circumstances described in Section 4.3. Changes to the Project that result in administrative amendment to this Agreement will not result in additional utility requirements beyond those described in the Master Plan, the site plan entitlement, and their conditions of approval, provided that there is no increase in stormwater runoff as the result of the amendment and provided that the utility demands of the amendment do not exceed the capacity of the proposed Master Plan utilities or the City utility system used by the Project.

**7.3 City of Redmond Resolution 1507 - Sewer Additional Connection Charges for the Marymoor Sewer System Improvement Area:** Additional connection charges associated with the two parcels 5195500190 (\$395,188.73) and 5195500200 (\$395,198.60) are required as outlined in Resolution 1507, plus 2.45% interest, which began incurring on January 1, 2020. The timing of the Additional Connection Charge payment is also outlined in Resolution 1507.

**8. Family Housing Units.** A minimum of five percent (5%) of the total number residential dwelling units in the Project shall be three-bedroom units. Three-bedroom units shall have three bedrooms, each bedroom shall be private and of at least 100 square feet in size.

**9. Live/Work Units.** “Live/Work” units are single units (e.g., studio, loft, one-bedroom or two-bedroom) consisting of both a commercial/office component and a residential component that is occupied by the same resident. Live/Work units in the Project are classified as commercial space for FAR and other applicable development standards. Any Live/Work Units constructed as part of the Project shall be located as depicted in the approved Master Plan. A minimum of ten percent (10%) of the live/work units shall be reserved for occupancy by local commercial tenant(s). Local Commercial is defined as a general sales or service use (as defined by RZC 21.78) founded or based in Redmond or the adjacent cities of Kirkland, Bellevue, Issaquah, Sammamish, or Woodinville that has less than three (3) locations. National franchises (e.g. 7-11, Subway, GNC, etc.) shall not be considered a Local Commercial Use. Two of the live-work units facing NE 67<sup>th</sup> Court may be converted by Owner to purely commercial uses. All tenants of the live/work units and any tenants and employees of purely commercial units shall be allowed to use all private amenity spaces in the Project, including but not limited to, the gym, bike room, pet spa and co-working club.

**10. Private Ground Floor Amenity Spaces.** In consideration for Owner allowing tenants of live/work units and tenants and employees of purely commercial units access to and use of all private amenity spaces in the Project, including but not limited to, the gym, bike room, pet spa and co-working club, the private amenity spaces shall be classified as commercial spaces for purposes of FAR and other applicable development regulations.

**11. Public Plaza.** Owner shall construct, operate, and maintain an outdoor public plaza near the intersection of NE 67<sup>th</sup> Court and 173<sup>rd</sup> Avenue NE, as depicted in the approved Master Plan. The outdoor public plaza shall include decorative pavers or another all-weather surface approved by the City, step seating and/or other seating approved by the City, landscaping, and sculptures and/or other artwork accessible by the public. Owner shall maintain the public plaza in a safe, clean, and sanitary condition. The public shall be allowed access to the public plaza at all times except during periods that the plaza must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the plaza as long as such rules do not unreasonably limit public access.

**12. Play Plaza.** Owner shall construct, operate, and maintain an outdoor play plaza adjacent to the Marymoor multi-modal trail. The outdoor play plaza shall provide active play opportunities for children and adults and shall include a sport lawn, play logs, a central play feature yet to be determined, seating, and other or different amenities approved by the City. Owner shall maintain the play plaza in a safe, clean, and sanitary condition. The public shall be allowed access to the play plaza at all times except during the hours of 10PM and 6AM and periods that the plaza must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the play plaza as long as such rules do not unreasonably limit public access.

**13. Outdoor Dog Wash.** Owner shall construct, operate, and maintain an outdoor dog wash station as part of the outdoor plaza area adjacent to the trail. The dog wash station shall be open to the public. Owner shall maintain the dog wash station in a safe, clean, and sanitary condition. The public shall be allowed access to the dog wash station at all times except during periods that the station must be taken out of service for any necessary maintenance or repair.



Owner may establish reasonable rules for the use of the dog wash station as long as such rules do not unreasonably limit public access.

**14. Community Gardens.** Owner shall provide community garden spaces accessible to the community on a first come, first serve basis. The area devoted to the public garden spaces shall be a minimum of 4,130 square feet and the gardens shall be located as depicted in the approved Master Plan. The public garden spaces will include individual raised planter beds, paths, and a shared tool shed to be constructed and maintained by the Owner for the use of the community gardeners. The administration and maintenance of the gardens will be handled by the Owner's property management team.

**15. Art Walk.** Owner shall construct, operate, and maintain a public pedestrian connection known as the "Art Walk" extending from the public plaza on NE 67<sup>th</sup> Court to the play plaza adjacent to the Marymoor multi-modal trail, as depicted in the approved Master Plan. The Art Walk will be flanked on both sides by live/work storefronts and those live/work units will have direct access to and from the Art Walk. The live/work units flanking the Art Walk shall also have signage to inform the public of the business occupancy. The Art Walk shall have overhead festival lighting, building murals, and freestanding art, as well as seating, landscaping, and informal signage intending to provide a neighborhood attraction and an active experiential public pathway. Owner shall maintain the Art Walk in a safe, clean, and sanitary condition. The public shall be allowed access to the Art Walk at all times except during periods that the Art Walk must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the Art Walk as long as such rules do not unreasonably limit public access.

**16. Art Studio and Artist in Residence.** Owner shall provide an art studio along the Art Walk with a rotating artist in residence having dedicated access to the studio. The art studio must be accessible to the public from the Art Walk. Criteria for the artist in residence program shall be prepared by the Owner and presented for approval to the City's arts and culture staff and the Redmond Arts and Culture Commission.

**17. Trail Connections and Bicycle Repair Station.** Owner shall construct, operate, and maintain connections to the Marymoor multi-modal trail from an on-site neighborhood trail along the southern boundary of the site and from other on-site public access corridors. Owner shall construct, operate, and maintain a self-service bicycle repair station in the plaza area adjacent to the trail. Owner shall maintain the trail connections and bicycle repair station in a safe, clean, and sanitary condition. The public shall be allowed access to the trail connections and bicycle repair station at all times except during periods that the trail connections or bicycle repair station must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the trail connections and bicycle repair station as long as such rules do not unreasonably limit public access.

**18. Public Benefit.** The City agrees that the commitments made by Owner under this Agreement provide sufficient public benefit to meet the requirements of RZC 21.76.070.L.3.e.

**19. Right-of-Way and/or Easement Dedication.** In accordance with RZC 21.52.030.G, where a planned street right-of-way or roadway, sidewalk, slope, or utility easement,

as indicated by RZC 21.52.030.D, or as necessary to complete a public street, lies within the proposed development, Owner shall be required to dedicate the right-of-way and/or easement to the City as a condition of approval, unless stated otherwise in this Agreement. Prior to acceptance of the right-of-way and/or easement by the City, Owner will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, and shall be required to remove any encroachments on such easements or rights-of-way.

**20. Liability Insurance.** For the Public Plaza, Play Plaza, Outdoor Dog Wash, Community Garden, Art Walk and Trail Connection & Bicycle Repair Station, easement(s) shall be granted to the City prior to phase one building occupancy. Owner will be required to carry liability insurance with a coverage limit no less than \$3,000,000, and shall name the City as an additional insured, prior to phase one building occupancy.

**21. Transfer of Ownership.** In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

**22. Miscellaneous Provisions.**

**22.1 Code Citations.** All citations and references to the Redmond Zoning Code and Redmond Municipal Code in this Agreement shall refer to those provisions in force as of the date of this Agreement.

**22.2 Recording.** This Agreement shall be recorded with the King County Department of Records and Elections. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors in interest and assigns.

**22.3 Amendments.** Amendments to this Agreement shall be governed by Section 4.5 above.

**22.4 Specific Performance.** The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to specific performance of all terms of this Agreement by any Party in default hereof.

**22.5 Governing Law - Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue for any litigation under this Agreement shall be King County Superior Court.

**22.6 Notices.** All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

**City of Redmond:**

**Lennar Multifamily Communities, LLC**

Attention: Carol Helland  
Director of Planning and  
Community Development  
P.O. Box 97010  
Mail Stop: 4SPL  
Redmond, WA 98073-9710

Attention:

And to its Attorney:  
Ogden Murphy Wallace, P.L.L.C.  
Attention: James E. Haney  
901 Fifth Avenue, Suite 3500  
Seattle, WA 98164-2008

And to its Attorney:  
McCullough Hill Leary, P.S.  
Attention: Katie Kendall  
701 Fifth Avenue, Suite 6600  
Seattle, WA 98104

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

**22.7 Full Understanding – Construction.** The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

**22.8 Attorney's Fees.** If either Party institutes litigation against the other Party to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in such litigation.

**22.9 Severability.** If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

**22.10 Counterparts.** This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

**22.11 Equal Opportunity to Participate in Drafting.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that such Party drafted the ambiguous language.

**22.12 Exhibits.** This Agreement includes the following Exhibits:

- Exhibit A:** Legal Description of the Property
- Exhibit B:** Depiction of the Property

**22.13 Final and Complete Agreement.** This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Property. This Agreement supersedes and replaces all prior agreements, discussions and representation on all subjects relating to the development of the Property. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

**22.14 Effect of Expiration or Termination.** Upon expiration or sooner termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect. All development for which a permit is issued after the expiration or termination of this Agreement shall be required to comply with all applicable development regulations in effect at that time and shall be required to pay impact fees in effect at the time of permit issuance. All development for which a permit is issued after expiration or termination of this Agreement shall be required to satisfy any applicable concurrency requirements notwithstanding the issuance of any concurrency certificate during the effective period of this Agreement. All development for which a permit is issued after the expiration or sooner termination of this Agreement shall be subject to SEPA review if not previously completed and may be conditioned to mitigate any environmental impacts of such development, notwithstanding any mitigation provided during the term of this Agreement and the City shall not be required to credit any mitigation provided during the term of this Agreement against any mitigation subsequently determined necessary to mitigate the environmental impacts of any development for which a permit is issued after expiration or sooner termination of this Agreement. It is the intent of the Parties that the requirements of this Agreement shall apply only during its term and that once this Agreement has expired or is terminated, all rights created by the terms of this Agreement will have expired or terminated. All conditions of any permit approvals shall continue to apply, however, as long as the development approved by such permits remains on the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**LENNAR MULTIFAMILY  
COMMUNITIES, LLC**

**CITY OF REDMOND**

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Angela Birney  
 Its: Mayor  
 Date: \_\_\_\_\_

Attest:

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Cheryl D. Xanthos, City Clerk

APPROVED AS TO FORM:

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James E. Haney, City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person 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 LENNAR MULTIFAMILY COMMUNITIES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

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 said person acknowledged that he signed this instrument, on oath stated that he 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: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**DEPICTION OF THE PROPERTY**



# ATTACHMENT A

## QUASI-JUDICIAL

### TECHNICAL COMMITTEE REPORT TO THE CITY COUNCIL

**Project Name:** LMC South Park Master Planned Development, Development Agreement & Site Plan Entitlement

**Location:** 17371 NE 67<sup>th</sup> Court, Redmond, WA 98052

**Project Description:** A proposed Master Plan, Development Agreement, and Site Plan Entitlement of a 3.68-acre site including 284 residential units, a public plaza and art walk, public connections to Marymoor Park, public amenities and associated site improvements.

**File Numbers:** LAND-2020-00029 – Master Planned Development / Site Plan Entitlement Permit  
LAND-2020-00030 – Development Agreement  
SEPA-2021-00138– SEPA Determination of Non-Significance

**Applicant:** Lennar Multifamily Communities (LMC) LLC

**Applicant's Representative:** Brad Machat  
Lennar Multifamily Communities (LMC)  
1325 4<sup>th</sup> Avenue Suite 1300  
Seattle, WA 98101


**Planner:** Cameron Zapata, Senior Planner

**Decisions Included:** Master Planned Development Permit, Type V (RZC 21.76.070.P)  
Site Plan Entitlement, Type II (RZC 21.76.070.Y)  
Development Agreement, Type V (RZC 21.76.070.L)

**Recommendation:** **Approval per conditions set forth in the Master Plan, Site Plan Entitlement, and Development Agreement**

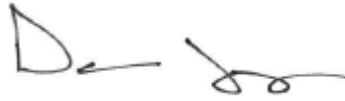
**Public Hearing Date:** To Be Determined by City Council

**Conclusion in Support of Recommendation:** The Technical Committee has found the proposal to be in compliance with the Redmond Zoning Code (RZC), Redmond Comprehensive Plan, Redmond Municipal Code (RMC), and the State Environmental Policy Act (SEPA).



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CAROL V. HELLAND  
Director  
Planning and Community Development  
Department



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DAVID JUAREZ  
Director  
Public Works Department

**Project Review Authority and Procedures**

The City of Redmond Technical Committee is comprised of the Planning and Community Development Director and the Director of Public Works along with staff from different departments and disciplines who analyze project applications for compliance with City codes and regulations. Based on this analysis, the Technical Committee provides responses, conclusions, and recommendations (in the form of this report) to the City Council. The City Council will conduct a public hearing to review the Technical Committee's analysis and recommendations on the Master Planned Development Permit, Site Plan Entitlement, and Development Agreement and receive public testimony regarding the proposal. Based upon the Technical Committee's recommendations and testimony received at the public hearing, the Council will make the final decision regarding the Master Planned Development Permit, Site Plan Entitlement, and Development Agreement.

**Key Dates**

Pre-review Entitlement Process (PREP) submittal: August 20, 2020  
Application/Completeness Date: February 16, 2021  
Notice of Application: February 24, 2021  
Neighborhood Meeting #1: December 8, 2020  
Neighborhood Meeting #2: March 25, 2021  
Design Review Board Recommendation of Approval: February 18, 2021  
Technical Committee Recommendation: May 19, 2021  
City Council Staff Report: July 7, 2021  
City Council Study Session(s) Scheduled: July 27, 2021  
SEPA Determination of Non-Significance: March 22, 2021

### **Report Attachments**

1. General Application Form & Project Contact Form
2. Vicinity Map
3. Notice of Application and Certification of Public Notice
4. Public Comment
5. Neighborhood Meeting Questions and Answers Table
6. SEPA DNS, SEPA Application Form, SEPA Checklist
7. SEPA Comments with Staff Responses
8. Master Plan
9. Draft Development Agreement
10. Transportation Study
11. Stormwater Report
12. Geotechnical Report & Critical Areas Assessment
13. Tree Health Assessment
14. Approved Design Review Board Packet
15. Plan Set

### **Technical Committee Analysis**

#### **I. Proposal Summary:**

The proposal includes the development of the approximately 3.68-acre site and includes the construction of two five-story mixed-use buildings with 284 residential units, including at least five percent (15 units) to be three-bedroom units and 13 live/work units. Of the 284 dwelling units, ten percent will be affordable at 50-percent area median income (AMI). The project sits over one level of semi below-grade parking, as the shallow groundwater poses challenges for full subterranean parking. The western most building is fronted with a public art plaza, adjacent to NE 67<sup>th</sup> Court. The public art plaza includes a public art walk lined with local sourced art installations which bisects the two residential buildings leading to a park play plaza with a nature playground, community gardens, and pedestrian access to Marymoor Park.

#### **II. Site Description and Context**

The 3.68-acre project site is located in the Marymoor Design District (MDD). The project site is currently developed with three buildings housing light-industrial uses and office and is bounded by NE 67<sup>th</sup> Court to the north, Marymoor Village Community Center to the east, Marymoor Park to the south, and an approximately 80,000 square foot warehouse building to the west.

The primary goal for this Design District is that it become a unique neighborhood. The MDD is zoned as a moderately dense mixed-use neighborhood. Key features of the zone are the future Link light rail station, continued allowance of existing industrial uses, and the proximity to a major regional park. The City Council stressed the word “eclectic” when

initiating the Marymoor Design District. The City Council’s intent was to have an eclectic neighborhood through place making and architecture.

The project is to construct two five-story mixed-use buildings which include 284 residential units, including 13 live/work units. The western most building is fronted with a public art plaza, adjacent to NE 67<sup>th</sup> Court. The art plaza includes a public art walk bisecting the two buildings leading to a park plaza, nature playground and pedestrian access to Marymoor Park. The project sits over one level of below-grade parking, as the shallow groundwater poses challenges for full subterranean parking.

<b>Adjacent</b>	<b>Existing Land Use</b>	<b>Zone</b>
North	Religious Institution	MDD2
South	Marymoor Park	King County
East	Manufacturing and Wholesale Trade & Marymoor Village Community Center	MDD2
West	Manufacturing and Wholesale Trade	MDD5

**III. Public Notice and Comment**

Requirements for public notice are contained in RZC 21.76.080.

Notice of Application: The Notice of Application for this proposal was published on February 24, 2021. The notice was posted at City Hall, the Redmond Regional Library, and one notice sign was posted on the property. The Redmond Zoning Code requires that notices be mailed to property owners within 500 feet of the project site, for this project the notices were sent to property owners within Marymoor Design District zones.

Public Input: During the public comment period for the Notice of Application, the City received one comment in favor of the project and one question. The text of the question and staff response to it is located within Attachment 4.

**Summary of public input:**

1. What is a live/work unit?

Staff response: A live/work unit is a dwelling unit with space for a commercial or office component, occupied by the same resident.

Notice of Public Hearing: The Notice of Public Hearing for this project has not yet been posted as the Public Hearing will be set and held by the City Council. The notice will be mailed to property owners within MDD zones and to individuals who provided written

correspondence to the City during the comment period. The Notice of Public Hearing will also be included in a one-time newspaper publication.

#### **IV. Neighborhood Meetings**

Two neighborhood meetings were held for the project on December 8, 2020 and March 28, 2021, both of which were held virtually. Two neighborhood meetings are required for a Master Plan Development. A table of the questions shared during these meetings including staff and the applicant's responses can be found in Attachment 5. Two questions that were received are listed below:

1. Will the 284 units be rental or for sale?

**Staff Response:** The project will be a rental community.

2. What are "live-work" units?

**Staff Response:** Live-work units are dwelling units with space for a commercial or office component which is occupied by the resident.

#### **IV. State Environmental Policy Act**

A Determination of Non-Significance was issued in compliance with RZC 21.70 and WAC 197-11-340(2) by the Technical Committee on March 22, 2021.

The following questions and comments were received and can be found in Attachment 7:

1. The Tulalip Tribes requested a cultural assessment, and to be included in future correspondence.

**Staff Response:** Staff will provide cultural resource management documents as the development proceeds, and the Tribe has been included as a party of record.

2. An archaeological monitoring or survey is recommended.

**Staff Response:** A Monitoring Inadvertent Discovery Plan is an approval condition of the project.

## V. Compliance with Development Regulations

### A . Criteria Applicable to all Land Use Permits (RZC 21.76.070.B.3.a)

Proposed land use actions within the City must comply with the criteria listed in RZC 21.76.070.B.3.a. These criteria are applicable to all land use permits to ensure overall consistency between the proposal, applicable regulations, and the Comprehensive Plan. Staff's analysis of whether the proposal meets the decision criteria is below.

- A. A proposed project's consistency with the City's development regulations shall be determined by consideration of:
  - A. The type of land use;
  - B. The level of development, such as units per acre or other measures of density;
  - C. Availability of infrastructure, including public facilities and services needed to serve the development; and
  - D. The character of the development, such as development standards.

**Staff Response:** LMC South Park proposes 284 dwelling units in the Marymoor Design District 5 zone in the Southeast Redmond Neighborhood. Under RZC Table 21.13.110B, multifamily structures are permitted in this zone. The density is not prescribed for the site and is determined by the floor area ratio (FAR), height, parking, and other site standards. The project will connect and provide where necessary, frontage improvements, utilities, and right-of-way dedication. The character of the proposed development is consistent with the City design standards and development standards or has sought and received deviations allowed by the Redmond Zoning Code.

- B. Upon review of a land use permit and accompanying site plan, the decision maker shall determine whether building design and/or site design complies with the following provisions:
  - A. The Comprehensive Plan, RZC 21.02, *Preface*, RZC Article I, *Zone-Based Regulations*, RZC Article II, *Citywide Regulations*, and the Appendices that carry out these titles;
  - B. The provisions of RMC Title 15, *Buildings and Construction*, that affect building location and general site design;
  - C. The Washington State Environmental Policy Act (SEPA) if not otherwise satisfied;
  - D. RZC Article VI, *Review Procedures*, to the extent it provides the procedures to ensure compliance with the requirements in subsections B.3.a.ii. B and B.3.a.ii.C of this section;
  - E. Both within and outside the Transition Overlays, decision makers authorized by the RZC to decide upon discretionary approvals may condition such approvals and development permits, including but not limited to site plan approvals, to minimize adverse impacts on other properties and uses, and to carry out the policies of the Comprehensive Plan.

**Staff Response:** Technical Review staff have reviewed the proposed project and have determined that it complies with the Comprehensive Plan, Redmond Zoning Code, Redmond Municipal Code and it has followed the review procedures per RZC Article VI, Review Procedures for a Type V Master Plan, Development Agreement and Site Plan Entitlement per RZC 21.76.050.J. All associated future building permits will be reviewed for compliance at time of submittal. A SEPA Threshold Determination of Nonsignificance was issued on March 22, 2021.

## **B. Master Planned Development Decision Criteria**

Master Planned Developments (MPDs) shall meet the following criteria (RZC 21.76.070.P.5):

- (a) *All elements of the MPD shall support and be consistent with the RZC and all applicable Comprehensive Plan policies.*

**Response:** The MPD is consistent with the RZC and all applicable Comprehensive Plan policies, as described below in Section VI.

- (b) *MPDs proposed in the Overlake Village Subarea shall be consistent with the Overlake Village Master Plan and Implementation Strategy and shall include the items listed in (c) below in addition to the following:*
- (i) *A height and bulk study that demonstrates how building mass, height and scale relate to open spaces, pedestrian pathways, streets and other buildings;*
  - (ii) *An analysis of shading effects of taller buildings (for sites smaller than three acres, only required if the Technical Committee or Design Review Board determine based upon the height and bulk study that analysis of shading effects is needed); and*
  - (iii) *Phasing plan for bonus features and affordable housing component showing that the completion of improvements of bonus features and affordable housing shall be commensurate with the progress on the construction of the development (for sites smaller than three acres, only required if the Technical Committee determines necessary).*

**Response:** Not applicable. The project is located outside of the Overlake Village Subarea.

- (c) *MPDs proposed in the Marymoor Design District shall include a phasing plan for bonus features and affordable housing as described in 5.b.iii above in addition to the items listed in 5.d below.*

**Response:** The Master Plan includes a phasing plan for bonus features and affordable housing, which can be found on page 38 and 39 of the Master Plan. At the time of project completion, there will be a minimum of ten percent (29 units) at 50-percent area median income (AMI) affordability.

(d) *All MPDs shall include the items listed below:*

(i) *A design concept that is in conformance with all applicable Comprehensive Plan policies and development regulations:*

**Response:** The Master Plan includes a design concept that is in conformance with all applicable Comprehensive Plan policies and development regulations as found in the Redmond Zoning Code and all adopted manuals. An in-depth analysis of the Comprehensive Plan can be found on page 11 of the Master Plan and further expanded on in Section VI of this report. The proposal advances the vision of the City by supporting the policies within the Comprehensive Plan. The MPD is consistent with the RZC and all applicable Comprehensive Plan policies and meets this decision criterion.

(ii) *Conceptual site plan indicating all proposed land uses (architectural design, exact building shapes, locations and other detailed information required in a site plan shall not be required);*

**Response:** Page 18 of the Master Plan shows a conceptual site plan of the project, illustrating the proposed use as residential. The MPD is consistent with the RZC and all applicable Comprehensive Plan policies and meets this decision criterion.

(iii) *Transportation and circulation plan indicating the layout and conceptual design of all streets, pedestrian pathways, parking, and location of transit facilities (as available), in plain view and cross section for streets (cross sections only required for projects in the Downtown);*

**Response:** The layout, conceptual design of all streets, and parking can be found on pages 19 and 20 of the Master Plan. The MPD provides the transportation plan and circulation plan that complies with adopted zoning code regulations and Transportation Master Plan.

(iv) *Location of proposed space for parks, open space and any cultural facilities;*

**Response:** The Master Plan includes approximately 1.3 acres of open space throughout the development. The open spaces include a public art plaza, public art walk with connections to Marymoor Park, a park play plaza with a playground, two community gardens, two residential courtyards and a pool area. The location of these open space areas can be found on page 26 of the Master Plan.

(v) *Phasing plan describing anticipated time frames for development, and showing that completion of affordable housing shall be commensurate with the progress on the construction of the development;*



**Response:** The project proposes to develop in two phases which is shown on pages 38 and 39 of the Master Plan. The entire project shares a single subterranean parking garage to be built out in phase one. Phase one will also include the construction of the west building with 92 dwelling units and the associated amenities, public art plaza, play plazas and multi-modal trail adjacent to Marymoor Park, community gardens, the stormwater infiltration vault, and the required right-of-way along 173<sup>rd</sup> Court NE and 174<sup>th</sup> Court NE. Phase two will include the construction of the east building with 191 dwelling residential amenities, lobby, and leasing office, associated water, sewer and storm connections, required right-of-way on NE 67<sup>th</sup> Court and public art walk.

*(vi) Location of any environmentally critical areas;*

**Response:** The critical areas are identified on page 12 of the Master Plan. The plan shows that the project site is within both Critical Aquifer Recharge Area (CARA) I and CARA II.

The project meets the Critical Areas requirements of RZC 21.64 and RMC 13.07 as conditioned in the Natural Resource section below, all applicable Comprehensive Plan policies, and this decision criterion.

*(vii) Landscape and tree retention concepts, including consideration of the health and structural stability of retained trees, as determined by an arborist report;*

**Response:** The tree retention plan can be found on page 33 of the Master Plan. The January 22, 2021 Tree Health Assessment prepared by Tree Solutions Inc. determined the diameter at breast height of each on-site tree. These trees were visually examined for defects and vigor. RZC 21.72.060.A requires at least 35 percent of all significant trees to be retained. During the arborist's site visit, 93 significant trees as defined by RZC 21.78 were surveyed throughout the site. Of these 93 significant trees, 11 trees will be impacted but retained, however impacted trees do not count toward retained trees, and no trees are proposed to be retained on site. An exception was submitted requesting to retain less than 35-percent of the significant trees on site and was approved on April 20, 2021.

The project proposal meets the requirements outlined in RZC 21.72 Tree Protection Standards and therefore the proposed tree preservation complies. Protected trees, replacement trees, and trees in the adjacent right-of-way must together provide a tree canopy covering 20-percent of the site within ten years of site redevelopment, regardless of how many replacement trees are required per RZC 21.72.080.H and 21.72.090.B.2. Page 34 of the Master Plan shows a 20-percent tree canopy coverage, and fee-in-lieu payment for 14 trees. The project complies with the requirement.

The proposal includes landscaping throughout the project site, covering at least 40 percent of the site area pursuant to RZC 21.13.120 Marymoor Design District and is shown on page 19 of the Master Plan. Landscaping can be found in the following areas listed below:

- Throughout the public art walk
- Within the public art plaza and courtyards
- Recreational open spaces areas such as:
  - Play plaza
  - Community garden
  - Along the multi-modal trail

The MPD is consistent with the RZC 21.32 Landscaping requirements, RZC 21.72 Tree Protection Standards and the Comprehensive Plan.

*(viii) Preliminary plan indicating required connections to adjacent properties for transportation and open space systems;*

**Response:** LMC South Park Master Plan pages 20 to 23 includes the street connections to adjacent properties, pedestrian connections, and multi-modal trail. New street connections include the widening of NE 67<sup>th</sup> Court containing a travel lane, a parking lane, a buffered bike lane, a 14-foot wide planter and eight-foot-wide sidewalk. On the east and west sides of the site two 33.5-foot rights-of-way with a travel lane, parking lane and sidewalk, will create 173<sup>rd</sup> Court NE and 174<sup>th</sup> Court NE connecting from NE 67<sup>th</sup> Court and terminating at the end of the project site. A multi-purpose trail is located at the south side of the site and includes a 12-foot wide concrete trail to facilitate non-motorized access to Marymoor Park. LMC South Park will include a public art walk which bisects the project site and provides a connection from NE 67<sup>th</sup> Court to the multi-purpose trail to access Marymoor Park. The public art walk offers a place to enjoy the art programs designed into the site and buildings. The project is consistent with RZC Appendix 8A Marymoor Subarea Street Requirements and all applicable RZC and Comprehensive Plan policies.

*(ix) Overall approach to sustainable design, including consideration of the use of environmentally sustainable materials such as permeable pavement, where possible; and*

**Response:** Design sustainability is discussed on page 35 of the Master Plan. The applicant's approach to sustainable design is that the development itself is environmentally sustainable as it's a dense, transit and pedestrian oriented development that will result in lower vehicle miles traveled, thereby reducing carbon emissions. Other sustainable metrics include:

- 300+ secure bicycle parking/ storage spaces
- Approximately 100 solar panel units on the roof
- Low-perm vapor barrier primer in residential units
- .30 U-value or better fenestration for residential units for better energy efficiency performance
- 90-percent of internal and external light fixtures will be LED throughout the project
- Roof area to be high-reflectivity TPO membrane to reduce the cooling load for the upper level residence

The MPD's approach to sustainability meets the goals set forth in the RZC and Comprehensive Plan.

(x) *Preliminary plan for major infrastructure improvements (may be waived by the Technical Committee for sites in Overlake smaller than three acres).*

**Response:** The major infrastructure improvements proposed by the project includes can be found on pages 45 to 47 of the Master Plan. These improvements are summarized below:

- Twelve-inch ductile water loop to be constructed around the perimeter of the site for fire hydrants;
- Removal of existing fire hydrants on site and addition of three new hydrants;
- New four-inch domestic water service;
- Replacement of existing 8-inch sanitary sewer main with new ten-inch sanitary sewer main along the frontage of the development and twelve-inch sewer main along NE 67<sup>th</sup> Court from the northeast corner of the development to the existing manhole at the intersection of NE 67<sup>th</sup> Court and 176<sup>th</sup> Ave NE;
- Two new 8-inc PVC sanitary sewer main connections to two new manholes
- Right-of-way and on-site stormwater to be treated with Filterra biofiltration systems connected to infiltration chambers;
- Widening of NE 67<sup>th</sup> Court to provide a 7.5-foot parking lane, buffered bike lane, and 8-foot sidewalks; and
- Construction of 173<sup>rd</sup> Court NE and 174<sup>th</sup> Court NE.

The MPD provides the necessary infrastructure for the development and complies with the requirements and goals for the RZC and Comprehensive Plan.

### **C. Development Agreement Decision Criteria (RZC 21.76.070.L.3)**

(a) *The agreement must be consistent with the applicable development regulations for the property*

**Response:** The Marymoor Design District 5 (MDD5) zone requires Pedestrian Oriented uses along at least 50-percent of the linear sidewalk-level façade to be designed to accommodate future conversion to pedestrian-oriented use. Private amenity spaces including the gym, bike room, and co-working club to accommodate this requirement and is counted toward the non-residential floor area ratio (FAR) as part of the Development Agreement.

The Development Agreement directly references the Master Plan and zoning regulations. The Master Plan has been thoroughly reviewed against the Redmond Zoning Code for compliance.

*(b) All impacts of the development must be mitigated by the measures set forth in the agreement or the agreement must provide a mechanism for analyzing and mitigating such impacts as they occur;*

**Response:** Project impacts have been thoroughly analyzed and mitigation assigned as defined in detail within the Development Agreement, Master Plan, and the associated exhibits and appendices. The SEPA checklist (Attachment 6) and analysis has also identified all impacts and has ensured proper mitigation. The applicant will be installing required infrastructure including roads, sewers, surface water treatment, and utilities to serve the anticipated demand. Transportation impact fees, fire fees, and school impact fees will be collected at the time of building permit issuance to properly mitigate the related impacts.

*(c) The agreement must reserve the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety;*

**Response:** The Development Agreement does not vest to SEPA or any other elements that would prevent the City from addressing threats to public health and safety.

*(d) The duration of the agreement must be reasonable in light of the anticipated build-out period for the proposed development and the needs of the City; and*

**Response:** The applicant is seeking to memorialize within the Development Agreement a ten (10) year term with a potential five-year extension. RZC 21.76.070.P.3 allows for 10 year vesting out-right for the master plan, the applicant. The phased development proposed is in proportion to the infrastructure needs to support the Master Plan, and the Comprehensive Plan vision of the Southeast Redmond Neighborhood.

*(e) The agreement must be in the public interest and provide a public benefit.*

**Response:** The development agreement outlines a significant amount of public benefit, which exceed the requirements contained in the Redmond Zoning Code.

Public benefits include:

- 1) 5% of the dwelling units to be three-bedroom units;
- 2) 10% of Live/Work units reserved for occupancy by local commercial tenant(s);
- 3) Public Art walk;
- 4) Public Plaza;
- 5) Public Play Plaza with children's play structure and other play features for all ages;
- 6) Public outdoor dog washing station;
- 7) Community Gardens;
- 8) Art Studio with artist in residence; and

- 9) Multi-modal trail connections to Marymoor Park and self-service bicycle repair station.

**D. Site Plan Entitlement Decision Criteria (RZC 21.76.070.Y)**

- (a) *The Technical Committee, composed of the Departments of Planning and Community Development and Public Works, shall review all Development Review permits with the State Environmental Policy Act and the RZC.*

**Response:** The project has been reviewed for compliance with the Redmond Zoning Code and Redmond Municipal Code. The SEPA checklist was also reviewed against the Washington Administrative Code (WAC) and a Determination of Nonsignificance was issued on March 22, 2021.

- (b) *The Landmarks and Heritage Commission will review all Certificates of Appropriateness for compliance with the RZC.*

**Response:** The existing structures are not historic landmarks and the Landmark and Heritage Commission does not have authority over this project.

**VI. Compliance with Comprehensive Plan**

The Comprehensive Plan contains certain policies applicable to all areas within the City and land use designations within the community, as well as policies specifically applicable to the LMC South Park and SE Redmond. The policies applicable to this development are listed below. Policies that do not apply to this proposal are not included in this staff report.

**Comprehensive Plan**

**Framework Policies:**

*FW-15: Promote a development pattern and urban design that enable people to readily use alternative modes of transportation, including walking, bicycling, transit and carpool.*

**Response:** LMC South Park is located approximately 0.25-miles south of the future Southeast Redmond light rail station (anticipated to open 2024). The site design includes a multi-modal trail, adjacent to Marymoor Park, located south of the site, providing access to Marymoor Park and the future 174<sup>th</sup> Avenue NE. East Lake Sammamish trail is located approximately three blocks east of the project site, which provides access to Marymoor Park and Lake Sammamish. The project incorporates a five-foot-wide bicycle lane on NE 67<sup>th</sup> Court, includes a total of 311 bicycle parking spaces and a bicycle repair station on site to promote bicycle use. Frontage improvements include an eight-foot-wide sidewalk on NE 67<sup>th</sup> Court and a minimum of five-foot-wide sidewalks on 173<sup>rd</sup> Court NE and 174<sup>th</sup> Court NE for pedestrian access to the site. An art walk bisecting the project site also provides pedestrian access and connection through the site, connecting NE 67<sup>th</sup> Court to Marymoor Park. The site design offer multiple features that will enable residents and the public alternatives modes of transportation.

*FW-28.1: Support Marymoor as a focus for the location of housing, employment, and services in a compact and moderately dense form that respects the natural constraints of the land and includes convenient access to multiple modes of transportation.*

**Response:** The project contains 284 dwelling units in two five-story mixed-use structures and includes 13 live/work units. The proximity to Marymoor Park is taken into consideration as the site design includes a public play plaza, community gardens, and a multi-modal trail to transition the built form to the more natural Marymoor Park. The site is also located 0.25 mile from the future SE Redmond light rail station which offers residents convenient access to frequent transit. The project will also include an eight-foot-wide sidewalk on NE 67<sup>th</sup> Court, and a minimum five-foot-wide sidewalks on 173<sup>rd</sup> Court NE and 174<sup>th</sup> Court NE for pedestrian access. In addition, a public art walk bisecting the project site will allow pedestrians to enter the site from NE 67<sup>th</sup> Court and access Marymoor Park to the south.

Land Use Policies:

*LU-6: Encourage infill development on suitable vacant parcels and redevelopment of underutilized parcels. Ensure that the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.*

**Response:** The project site is located in the Marymoor Design District. The site abuts the Marymoor Park to the south and contains three, one to two story structures with approximately 80,000 square feet of commercial office and warehouse uses surrounded by surface parking. The future Southeast Redmond Light Rail Station is anticipated to open in 2024 and is located approximately 0.25 miles from the project site. LMC South Park will construct two five-story multifamily structures including 284 dwelling units in anticipation of the future light rail station. The project also incorporates a plaza, art walk, play plaza, and community garden open to the public which provides a transition to Marymoor Park. The project complies with the height, bulk and design standards of the MDD5 zone.

Housing Policies:

*HO-18: Ensure an appropriate supply and mix of housing and affordability levels meet the needs of people who work and desire to live in Redmond, especially near existing and planned employment centers such as Downtown, Overlake, and SE Redmond.*

**Response:** LMC South Park is located in the MDD5 zone in the Southeast Redmond neighborhood, approximately 0.25 miles from the future light rail station (anticipated to open in 2024). The project proposes 284 dwelling units, where five percent of the units will be three-bedroom units, which adds to the mix of housing in the area. Ten percent of the units will be affordable at 50-percent area median income (AMI). The project also includes co-work space as well as live/work units on the ground floors. LMC South Park provides an appropriate mix and supply of units to meet the needs of those who wish to live and work in Redmond.

### SE Redmond Policies

*N-SE-40 Incorporate housing into the Marymoor Subarea that is walkable to the station. Maintain opportunities for transit-oriented development that includes housing capacity in close proximity to the light rail station and for housing capacity in the areas closest to Marymoor Park.*

**Response:** LMC South Park proposes 284 dwelling units and is located 0.25-mile south of the future SE Redmond light rail station (anticipated to open in 2024). The site is also adjacent to Marymoor Park, where the public play plaza, multi-modal trail and community gardens meet the park. The close proximity to the future light rail station provides opportunities for residents to walk to the light rail station.

*N-SE-42 Design new structures adjacent to Marymoor park to take advantage of the park as an amenity, such as by creating connections to the park, placing common areas near the park, or facing windows to the park.*

**Response:** The project abuts Marymoor Park to the south of the project site. The project takes advantage of its proximity to Marymoor Park by incorporating a public play plaza, community gardens and a multi-modal trail which will act as an extension of the park. The site has also been designed to create a public art walk which connects pedestrians from NE 67<sup>th</sup> Court to the public amenities and Marymoor Park. A courtyard and outdoor pool area are designed for residents, and also provides views and nonvehicular access to Marymoor Park. The community club room faces south to allow all residents to have access to views of Marymoor Park. Dwelling units oriented south also include balconies and windows to take advantage of the views of Marymoor Park.

*N-SE-43: Soften the transition between the Marymoor Subarea and Marymoor Park while maintaining views from the subarea into the park.*

**Response:** LMC South Park is adjacent to Marymoor Park, sharing its northern border. The site design incorporates a pool area, a public play plaza, community gardens and multi-modal trail. These outdoor amenities give residents and the public the opportunity to have visual and physical access to Marymoor Park from and through the site. The public amenities offer a transition from Marymoor Park as the projects transitions from the natural park to the built environment.

### VIII. Design Review Board

The LMC South Park Master Plan and Site Plan Entitlement were reviewed by the City of Redmond Design Review Board. Following a final presentation and discussion of the project on February 18, 2021, the Board moved to recommend to the City Council that LMC South Park Master Plan and Site Plan Entitlement be approved.

**IX. Arts and Culture Commission**

The project was introduced to the Arts and Culture Commission on April 8, 2021. The public art plaza and the public art walk were highlighted to the Commission and at this time, the general location of the art has been selected and will be placed at the anticipated heavily trafficked areas. The Commission members appreciated the fact that art is a well-integrated element of the project and not an afterthought. The initial impressions from the Commission were supportive of the direction of the art component and look forward to being a part of the art selection process.

**X. Conclusion and Recommendations**

Based on the review and analysis of the project and applicable decision criteria of Master Planned Developments under RZC 21.76.070.P.5, the Technical Committee finds that the LMC South Park Master Plan/Site Plan Entitlement LAND-2020-00029 and LMC South Park Development Agreement LAND-2020-00030 as conditioned meets the approval criteria of RZC 21.76.070.P.5 and RZC 21.76.070.L.3 respectively. Furthermore, the Master Plan as proposed meets the policies and goals of the City of Redmond Comprehensive Plan. Therefore, the Technical Committee is forwarding a recommendation of approval to the City Council.

Once the land use process has been completed, the Coordinated Civil Drawing Review (CCR) and Building Permit Review processes may proceed. The processes will include the review and approval of construction and landscape drawings, as well as collection of performance bonds and Development Engineering review and inspection fees.

The following staff members have reviewed the project for land use compliance and will be the primary reviewers for eventual permits:

Department- Division	Contact	Title	Phone	Email
Planning- Development Engineering/Transportation & Engineering	Andy Chow	Development Engineering Manager	425-556-2740	kachow@redmond.gov
Planning- Development Engineering/Water & Sewer	Heba Awad	Senior Utility Engineer	425-556-2861	hawad@redmond.gov
Planning- Development Engineering/Stormwater, Clearing & Grading	Andrew Steele	Senior Engineer	425-556-2706	asteele@redmond.gov
Fire	Trung Duong	Deputy Fire Marshal	425.556.2256	tduong@redmond.gov
Planning – Development Review	Cameron Zapata	Senior Planner	425.556.2411	czapata@redmond.gov

**The Technical Committee rendered the recommendation on May 19, 2021.**



### Development Standard Deviations

The Technical Committee is recommending approval of the following deviations to the development standards through the authority referenced:

#### Administrative Design Flexibility

The application requires several Administrative Design Flexibility (ADF) approvals. The purpose of the ADF (RZC 21.76.070.C) is to promote creativity in site design, allow flexibility in the application of standards in certain zones, and to achieve the creation of sites that may benefit the public by the application of flexible standards not otherwise possible under conventional development regulations. If zoning code standards are within Article III of the Redmond Zoning Code which governs design, a Design Review Board recommendation is required for approval. Dimensional requirements, like the upper story setback, may be brought forward to the Design Review Board for their input as it relates to design. Administrative Design Flexibilities may also be applied to other site requirements. Per RZC 21.76.070.C.8.b, site requirements and standards except density, number of stories, and FAR may be modified within the development to provide superiority in site design. The Technical Committee does not require Design Review Board recommendations for standards outside of Article III of the Redmond Zoning Code.

The Design Review Board (DRB) has reviewed the ADF's and forwarded their recommendation of approval to the Technical Committee. The Technical Committee reviewed the DRB's findings and concurs with the DRB and is recommending the approval of the following Administrative Design Flexibilities.

**Building Placement- Front Façade.** RZC Table 12.13.140A requires that at least 50-percent of the front façade is placed within the façade zone of five to 15 feet of the back of the sidewalk. The project proposes the front façade along NE 67th Court to encroach just 22-percent of its façade into the front façade zone. The remaining front facades are within two to 17 feet from the façade zone. A public art plaza and open space are proposed within the façade zone.

The proposed façade zone includes the public art plaza which activates the street presence. The public art plaza includes areas for sitting, tables, landscaping and sculptures, creating a visible and inviting funnel to the art walk connecting to Marymoor Park. The proposed design offers a unique design that better meets the intent and goals of the design standards of the MDD5 zone.

**Building Placement- Rear Façade.** RZC Table 12.13.140A requires properties located in the MDD5 zone adjacent to Marymoor Park, must locate at least 50-percent of the rear façade within the park façade zone of 15-25 feet from the back of the perimeter path shoulder. The proposed rear façade is located approximately 25 to 50 feet from the façade zone (RZC 21.13.140A). A public play plaza and public garden are proposed within the rear façade zone.

The rear façade includes public spaces with seating areas, a children's play feature, areas for community games, community gardens, and landscaping. This public space acts as an interactive extension and transition from the Marymoor Park edge. The design proposed offers superior design and better meets the intent of the requirement by providing an interactive area for different age groups to activate the space.

Rooftop Modulation- RZC 21.60.040.B.3.b.ii requires any roofline visible from a public street, open space or public parking area shall incorporate techniques to create varied and visually distinct roof forms. Rooflines shall not extend more than 100 feet without modulation. Specifically, for flat roofs, the minimum vertical dimension of the roofline modulation is the greater of two feet or 1/10th of the wall height. The project does not meet this requirement at the west building, east elevation and the east building, west elevation, or the elevations which lines the public art walk.

Varied rooflines and styles are proposed throughout the project, which add to the overall eclectic nature of the development as a whole. Strictly following the rooftop modulation requirements for these segments of rooftop, would lessen the unique building roofline forms that usher that eclectic feel and better meet the intent and goals of the code requirement to create a variable roofline throughout and to create a skyline that is visually interesting.

Upper Story Setback. RZC 21.13.140A requires stories above the second story be stepped back at a 68-degree angle to the rooftop of the fifth story. From the roof edge of the fifth story, it shall be stepped back at a 32-degree angle to the maximum height limit. The applicant is proposing five story buildings with the upper stories not stepped back.

The applicant is proposing the buildings edges without the upper story step backs along the street edges. The building design is urban in nature, and located adjacent to Marymoor Park, creating a contrast between the open space and urban edge. Strictly following the step back requirements would result in uniformity and not build an eclectic design as desired in the Marymoor Design District zones.

In addition to the Administrative Design Flexibilities (ADF) listed above that requires the Design Review Board's recommendation, the following ADF does not require Design Review Board's recommendation and is recommended by the Technical Committee for approval by the City Council:

RZC 21.40.010.D. allows for the approval of an alternative minimum parking requirement for specific uses on specific development sites where the land use permit applicant demonstrates, through a parking study prepared by a qualified expert, that the alternative requirement will provide sufficient parking to serve the specific use without adversely impacting other uses and streets in the vicinity. A parking study prepared by TENW Dated March 2, 2021 which recommended the following parking calculations:

Multi-family Residential Parking Ratio of 0.9 parking spaces per unit.

The parking study considers the following:

- The construction of the future SE Redmond Light Rail station (2024 completion predicted);
- The future state of the Marymoor Design District to be more transit and amenity centric;
- A local demand study at the Veloce Apartments;
- The ITE Parking Generation Manual (5th Edition); and,
- The King County Right Sized Calculator.

Upon the review of the parking study, the Technical Committee recommended approval of the parking alternative minimum parking.

Per RZC 21.72.090, an exception may be requested to retain less than the required minimum retention standard of 35-percent. The January 22, 2021 Tree Health Assessment prepared by Tree Solutions Inc. determined the diameter at breast height of each on-site tree. During the arborist’s site visit, 93 significant trees as defined by RZC 21.78 were surveyed throughout the site. Of these 93 significant trees, 11 trees will be impacted but retained, however impacted trees do not count toward retained trees, and no trees are proposed to be retained on site. An exception was submitted requesting to retain less than 35-percent of the significant trees on site and was approved on April 20, 2021.

Per RZC 21.72.080.H, for a granted exception below the required minimum retention standard of 35-percent shall require three replacement trees for each significant tree. An increase canopy coverage of 20-percent in ten years will also be required for the site. The approval is further conditioned to provide 20-percent tree canopy coverage where all trees shall meet the tree replacement measurement requirements per RZC 21.72.080.C, and 14 trees are required to pay a fee-in-lieu. As submitted, the landscaping plan includes the required 20-percent on-site tree canopy coverage for staff’s approval.

Stormwater Infiltration Chamber Location Deviation – The RZC Appendix A8 requires the stormwater infiltration chambers to be located beneath the sidewalks. The Technical Committee approved the applicant’s request to locate the public stormwater infiltration chambers for NE 173<sup>rd</sup> Court and NE 174<sup>th</sup> Court beneath the eight foot on-street parallel parking areas. This represents a deviation from the hypothetical block plan for Type III streets in Redmond Zoning Code.

**Code Authority:** RZC Appendix 8A (“Marymoor Subarea Street Requirements”) pp. 12-14

**Site Plan Entitlement Conditions of Approval**

The following table identifies those materials that are recommended to be approved with conditions as part of this decision.

<b>Item</b>	<b>Date Received</b>	<b>Notes</b>
Plan Set	3/30/2021	<i>and as conditioned herein.</i>
SEPA Checklist	2/17/2021	<i>and as conditioned by the SEPA threshold</i>

		<i>determination on March 22, 2021.</i>
Architectural Elevations	2/4/2021	<i>and as conditioned herein.</i>
Design Review Board Approval/Plans	2/4/2021	<i>and as conditioned herein.</i>
Conceptual Landscaping Plan	2/17/2021	<i>and as conditioned herein.</i>
Conceptual Lighting Plan	2/17/2021	<i>and as conditioned herein.</i>
Proposed Tree Retention Plan	2/17/2021	<i>and as conditioned herein.</i>
Traffic Mitigation Plan	2/17/2021	<i>and as conditioned herein.</i>
Stormwater Design	2/17/2021	<i>and as conditioned herein.</i>

The following conditions are recommended to be reflected on the Civil Construction Drawings unless otherwise noted:

**1. Development Engineering - Transportation and Engineering**

**Reviewer: Andy Chow, Development Engineering Manager**

**Phone: 425-556-2740**

**Email: kachow@redmond.gov**

**a. Easements and Dedications.** Easements and dedications shall be provided for City of Redmond review at the time of construction drawing approval and finalized for recording prior to issuance of a building permit. The existing and proposed easements and right-of-way shall be shown on the civil plans. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated.

i. Easements are required as follows:

- (a) A 21.5-foot wide sidewalk and utilities easement, granted to the City of Redmond, abutting NE 67<sup>th</sup> CT right-of-way.
- (b) An 8-foot wide trail easement including a liability insurance coverage limit not less than \$3,000,000, granted to the City of Redmond, as shown in the LMC South Park transportation plan prepared by KPFF dated February 3, 2021
- (c) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

ii. Dedications for right-of-way are required as follows:

- (a) A strip of land 33.5 feet wide adjacent to the east property line.
- (b) A strip of land 33.5 feet wide adjacent to the west property line.

**Code Authority:** RZC 21.52.030.G; RMC 12.12

**b. Construction Restoration and Street Overlay.** In order to mitigate damage due to trenching and other work on NE 67<sup>th</sup> CT, the asphalt street shall be planed, overlaid, and/or patched, per COR SD 202 or 203. If the Pavement Condition Index (PCI) of

the existing pavement is below 70 (as determined by the City's bi-annual pavement survey), the development shall be required to plane and overlay the entire half street along the project frontage at a minimum as determined by the Traffic Operations and Safety Engineering Division in Public Works. Contact Paul Cho at 425-556-2751. Also, if the existing pavement thickness is less than 9" HMA per COR SD 301 for arterial street, half-street roadway reconstruction shall be required to meet current standards.

**Code Authority:** RMC 12.08; RZC Appendix 2.A.8; Redmond Standard Specifications & Details

**c. Street Frontage Improvements**

i. The frontage along NE 67<sup>th</sup> CT must meet current City Standards which include asphalt paving 22.5 feet from centerline to face of curb, type A-1 concrete curb and gutter, 14 feet wide planter strips, 8 feet wide concrete sidewalk, storm facilities, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- 4 inches HMA Class ½" PG 64-22
- 5 inches HMA Class 1" PG 64-22
- 4" of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Street crown 2% sloped to drain system

**Code Authority:** RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details

ii. The frontage along 173<sup>rd</sup> Court NE and 174<sup>th</sup> Court NE must meet current City Standards which include (A) 28 feet asphalt paving (including 0.5 foot concrete barrier curb on the future half-street widening side and 2 feet concrete valley gutter between on-street parking and travel lane) from edge to face of barrier curb or (B) 20 feet asphalt paving (including 0.5 foot concrete barrier curb on the future half-street widening side) from edge to face of type A-1 concrete curb and gutter, 7 feet wide planter strips (adjacent to no on-street parking section only), 6 feet wide concrete sidewalks, storm facilities, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- 7 inches HMA Class ½" PG 64-22
- 4" of 1-1/4" minus crushed rock base course per WSDOT standard spec 9-03.9(3).
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)

- 2% sloped to drain system

**Code Authority:** RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC Appendix 2; Redmond Standard Specifications & Details

- iii. A meander hard-surface trails along the south property (as shown in the LMC South Park transportation plan prepared by KPFF dated February 3, 2021) shall include, but not limited to 12 feet concrete sidewalk with ADA complaint, 2 feet gravel shoulder on both sides, and min. 12 feet vertical clearance. Retaining walls or slopes must be placed outside of the gravel shoulder if necessary.

**Code Authority:** COR PARCC Plan; RZC 21.17.010; RZC Appendix 2; Redmond Standard Specifications & Details; ADA Regulations and Standards

- iv. ADA ramp requirements:

Curb ramps for persons with disabilities are required to all new curb construction at the intersection of NE 67<sup>th</sup> CT/173<sup>rd</sup> CT NE and NE 67<sup>th</sup> CT/174<sup>th</sup> CT NE.

**Code Authority:** RCW 35.68.075; RZC Appendix 2.A.21, ADA Regulations and Standards

- v. A separate 20 or 40-scale channelization plan may be required for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping and street lighting and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

Convert the stop-controlled intersection at NE 65th Street / 170th Ave NE to all-way stop controlled, if not completed by others and if required by the City of Redmond traffic engineer. This will include new permanent signing for east/west traffic, and temporary signing on all approaches, in place several days prior to the conversion. Changes to curbs and curb ramps will not be required.

Modify pavement markings at or near the intersection of NE 65th Street / 170th Ave NE to support all-way stop controls, if implemented, and to clarify traffic control at this intersection. Changes to curbs and ramps will not be required.

**Code Authority:** RZC 21.52.030.F, RZC Appendix 2; Redmond Standard Specifications & Details; RCW 47.24.020

**d. Access Improvements**

- i. The type and location of the proposed site accesses are approved as shown in the LMC South Park transportation plan prepared by KPFF dated February 3, 2021.

**Code Authority:** RZC 21.52.030.E; RZC Appendix 2

- ii. Direct access to NE 67th CT will not be permitted. This restriction shall be indicated on the face of the civil plans and other final documents.

**Code Authority:** RZC 21.52. 030.E; RZC Appendix 2

- e. **Underground Utilities.** All existing aerial utilities shall be converted to underground along the street frontages and within the development. All new utilities serving the development shall be placed underground.

**Code Authority:** RZC 21.17.020; RZC Appendix 2.A.11

- f. **Street Lighting.** Illumination of the street(s) along the property frontage must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire height and roadway width. Contact Andrew Scales, Transportation Operations at (425) 556-2882 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual which can be accessed at: [Transportation Documentation Library | Redmond, WA](#)

**Code Authority:** RZC 21.52.030.F, RZC Appendix 2

**2. Development Engineering – Water and Sewer**

**Reviewer: Heba Awad, Senior Utility Engineer**

**Phone: 425-556-2861**

**Email: hawad@redmond.gov**

- a. **Water Service.** Water service will require a developer extension of the City of Redmond water system as follows:

All water mains, water meters and fire system associated with the existing buildings must be removed and abandoned based on the City of Redmond specifications and standards.

The developer shall install new 12-inch Ductile Iron water main east of the new building along NE 174<sup>th</sup> Court, west of the new building along NE 173rd Court and to the south of the new buildings to secure the looping around the new building based

on the City of Redmond standards. The developer shall also install necessary water service lines, water residential and commercial meters, fire hydrants and other fire appurtenances.

An agreement between the developer and western property (parcel number 5195500180) shall be required, at the first submittal of the Coordinated Civil Review. The developer needs to coordinate with owner of parcel number 5195500180 to connect to the exiting water main within his property and maintain the required fire coverage of his property during construction of the development.

Roadway cross sections at the proposed water services, based on potholing data along NE 67<sup>th</sup> Court, shall be required, at the first submittal of the Coordinated Civil Review.

**Code Authority:** RZC 21.74.020.D

- b. Sewer Service.** Sewer service will require a developer extension of the City of Redmond sewer system as follows:

The sewer services associated with the existing buildings must be removed and abandoned based on the City of Redmond specifications and standards.

The developer shall install new 10-inch polyvinyl chloride sewer water main along the frontage of the new development all the way to existing manhole number 4F2SMH292 along NE 67<sup>th</sup> Court, and new twelve-inch polyvinyl chloride sewer main along NE 67<sup>th</sup> Court from the northeast corner of the development to the existing manhole number 4F2SMH888 based on the City of Redmond standards. The developer shall also install necessary sewer service lines, and five new manholes. Restoration of the excavation area along NE 67<sup>th</sup> Court should follow City of Redmond Standard Details 202 and 203.

The developer shall maintain the integrity of the existing sewer mains, sewer manholes and sewer services during the construction of the new sewer mains, new manholes and during the transferring the sewer from the existing sewer system to the proposed sewer system along NE 67<sup>th</sup> Court.

Roadway cross sections at the proposed sewer services, based on potholing data along NE 67<sup>th</sup> Court, shall be required, at the first submittal of the Coordinated Civil Review.

**Code Authority:** RZC 21.74.020.D

- c. Easements.** Easements shall be provided for all water and sewer improvements as required in the Design Requirements for Water and Sewer System Extensions. Easements for the water and sewer mains shall be provided for City of Redmond



review at the time of construction drawing review. All easements must be recorded prior to construction drawing approval.

**Code Authority:** RZC 21.74.020.C, RZC Appendix 3

- d. Reimbursement Agreement.** Portions of the sewer main, along NE 67<sup>th</sup> Court, installation will benefit other properties and meet the criteria to be eligible for a reimbursement agreement. In order to be eligible for reimbursement, the City must have received a completed reimbursement agreement application prior to approval of civil drawings and the agreement must be fully executed, by the City, prior to commencement of construction of the facility.

**Code Authority:** RMC 13.12

- e. Permit Applications.** Water meter and side sewer applications shall be submitted for approval to the Development Engineering Division. Permits and meters will not be issued until all improvements are constructed and administrative requirements are approved. In certain limited circumstances, at the sole determination of the City of Redmond, water meter and/or side sewer permits may be issued prior to completion of improvements and/or administrative requirements. In such cases, various additional guarantees or requirements may be imposed as determined by the Development Engineering Division. All reimbursement fees shall be paid prior to issuance of water and side sewer permits.

**Code Authority:** RMC 13.08.010, 13.12

- f. City of Redmond Marymoor Wastewater Pump Station number thirteen Reimbursement Fees:** Reimbursement fees for connection of sewer associated with the two parcels 5195500190 and 5195500200 are required in the amount of \$790,387.33. These fees are due prior to issuance of Site Permit or other city permits, which allows connection to any sewer or water facility.

**Code Authority:** RMC 13.12.120

- g. Potholing**

All existing water and sewer utilities at the location of the proposed water/sewer mains, and service line crossings shall be potholed prior to submittal of first Civil Plan Review.

Potholing in the City Right-of Way requires a permit, approved traffic control plans, and a performance bond before commencing work. The developer shall include in the Right-of-Way permit, a list of potholing numbers along with the potholing information for each number, such as utility name, type of facility and the reason for potholing.

The developer shall do the following during and after potholing:

1. Follow City of Redmond Detail 203 for pothole restoration.
2. Protect existing traffic loops.
3. Survey all potholing locations.

Based on the final survey, a modified design of sewer and water facilities may be necessary to avoid conflict with existing utilities.

All potholing information shall be included in the plans and profiles of water and sewer design in first submittal of CCR review. The developer shall add clearance information on the water/sewer profiles at all crossings of existing and proposed utilities. Minimum clearance of one foot is required between the sewer/water mains and other utilities including storm sewer.

**Code Authority:** Water and Wastewater System Extensions Design Requirements Section IV. 3. M and Section V. 3. K

**3. Development Engineering – Stormwater/Clearing and Grading**

**Reviewer: Andrew Steele, Senior Engineer**

**Phone: 425-556-2706**

**Email: [asteele@redmond.gov](mailto:asteele@redmond.gov)**

**a. Flow Control:**

Due to its location in the Marymoor 100-percent Infiltration area, the site must provide infiltration systems sized to manage 100-percent of project runoff. Providing these systems will result in compliance with Dept. of Ecology Minimum Requirement No. 7 (Flow Control).

**Code Authority:** RZC 21.74.020.D; RMC 15.24.080.9; STN 2.5.7

**b. Runoff Treatment:**

All pollution-generating surfaces within the site and right-of-way will receive enhanced treatment via Filterra units installed upstream of the proposed infiltration basins. These units, along with the infiltration basins, will result in compliance with Dept. of Ecology Minimum Requirement No. 6 (Runoff Treatment).

**Code Authority:** RZC 21.74.020.D; RMC 15.24.080.8; STN 8.3.3

- c. Public Stormwater Easements.** Public easements will be required for any public stormwater conveyance systems on private property. As currently configured, this project proposes public infiltration systems within a 28-foot public easement along the project's NE 67<sup>th</sup> Court frontage. Easements shall be provided for City of

Redmond review at the time of construction drawing approval. The existing and proposed easements shall be shown on the civil plans. Prior to acceptance of the easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights to encumber the property to be dedicated. Prior to construction drawing approval, fully executed and recorded offsite easements shall be provided to the Development Engineering Division.

**Code Authority:** RZC 21.74.020.C

- d. **Private Stormwater Easements.** Private stormwater easements will be required where drainage systems are located across adjacent properties and will remain under private ownership. As currently configured, this site does not propose any private stormwater easements. Maintenance of private drainage systems will be the responsibility of the property owners benefiting from the easement. Prior to construction drawing approval, fully executed and recorded easements shall be provided to the Development Engineering Division.

**Code Authority:** RZC 21.74.020.C

- e. **Clearing and Grading.** As configured, the project may need to encroach upon the neighboring properties to the east and west to achieve the designed site grading. The project proposes to obtain temporary grading easements from the neighboring property owners. Prior to construction drawing approval, fully executed and recorded easements shall be provided to the Development Engineering Division.

**Code Authority:** RMC 15.24.020

- f. **Temporary Erosion and Sediment Control (TESC)**  
i. Rainy season work permitted October 1<sup>st</sup> through April 30<sup>th</sup> with an approved Wet Weather Plan.

**Code Authority:** RMC 15.24.080

- g. **Department of Ecology Notice of Intent Construction Stormwater General Permit.** Notice of Intent (NIO) must be submitted to the Department of Ecology (DOE) at least 60 days prior to construction on a site that disturbs an area of one acre or larger. Additional information is available at: [www.ecy.wa.gov/pubs/0710044.pdf](http://www.ecy.wa.gov/pubs/0710044.pdf).

**Code Authority:** Department of Ecology Rule

- h. **Regional Capital Facilities Charge:** A Regional Capital Facilities Charge does not apply to this project. The site is subject to the citywide Capital Facilities Charge. Please see the Development Engineering Fee Schedule for current fee information.

**Code Authority:** RMC 13.20.040

**i. Potholing**

All existing stormwater utilities at the location of the proposed storm and service line crossings shall be potholed prior to submittal of first Civil Plan Review.

Potholing in the City Right-of Way requires a permit, approved traffic control plans, and a performance bond before commencing work. The developer shall include in the Right-of-Way permit, a list of potholing numbers along with the potholing information for each number, such as utility name, type of facility and the reason for potholing.

The developer shall do the following during and after potholing:

1. Follow City of Redmond Detail 203 for pothole restoration.
2. Protect existing traffic loops.
3. Survey all potholing locations.

Based on the final survey, a modified design of storm facilities may be necessary to avoid conflict with existing utilities.

All potholing information shall be included in the plans and profiles of storm design in first submittal of CCR review. The developer shall add clearance information on the storm profiles at all crossings of existing and proposed utilities. For standard storm drain pipeline vertical clearance, please refer to Table 8.1 Vertical Clearance – Utilities in the Stormwater Technical Notebook, Issue No. 8 Amended, June 5, 2019.

**Code Authority:** Stormwater Technical Notebook, Issue No. 8 Amended, June 5, 2019

**4. Natural Resources**

**Reviewer:** Angie Venturato, Environmental Scientist

**Phone:** 425-556-2466

**Email:** [aventurato@redmond.gov](mailto:aventurato@redmond.gov)

- a. **Permanent Dewatering:** Permanent dewatering, including the use of subfloor drains, is prohibited for this site because it is located within the Critical Aquifer Recharge Area.

**Code Authority:** RMC 13.07.085

- b. Temporary Construction Dewatering:** Temporary construction dewatering shall be permitted at a total rate of less than 500 gallons per minute for elevator pits and tower crane footings only. Temporary construction dewatering shall not be permitted for the parking garage foundation, perimeter footing or interior column footing excavations in accordance with the PanGEO Dewatering Approach Technical Memorandum dated November 10, 2020. Civil plan profiles shall depict seasonal high water level elevation on profiles for all underground elements and stormwater infiltration facilities during the Coordinated Civil Review process.

Any additional design changes related to temporary construction dewatering shall be subject to additional fees and further review in accordance with RMC 13.25 and the Temporary Construction Dewatering Operating Policy:  
<https://www.redmond.gov/DocumentCenter/View/8140/Temporary-Construction-Dewatering-Operating-Policy-PDF>

**Code Authority:** RMC 13.25

- c. Underground Elevator Cylinders:** Elevators shall meet wellhead and groundwater protection performance standards, including encasement of any underground hydraulic elevator cylinders and using vegetable oil for hydraulic fluid.

**Code Authority:** RMC 15.24.095

- d. Underground Generator Room:** Given proximity to groundwater, the underground generator room shall meet specific groundwater protection performance standards: in addition to the impervious concrete design, the floor shall be covered with a petroleum- and chemical-resistant sealant to prevent hazardous materials from reaching groundwater. Groundwater protection staff shall conduct special inspections with Fire during generator fuel fills and associated fire permits to ensure compliance with groundwater protection requirements.

**Code Authority:** RMC 13.06.054, 13.07.100

- e. Bicycle Repair Area:** The bicycle repair area shall meet specific groundwater protection performance standards: the area shall be laid out on an impervious concrete pad with oil- and chemical-resistant sealant and drain to sanitary sewer. The maintenance pad and associated conveyance shall be inspected and repaired annually to ensure functional integrity is maintained to prevent hazardous materials for reaching the ground.

**Code Authority:** RMC 13.06.054, 13.07.100.B

- f. Dog Wash Area:** The dog wash area shall drain to sanitary sewer and be designed to prevent pollutants into stormwater and infiltration to groundwater.

**Code Authority:** RMC 13.06.054

- g. Wellhead and Groundwater Protection:** Wellhead and groundwater performance standards shall be met as per RMC 15.24.095, including providing the City with any and all well monitoring and decommissioning reports.

**Code Authority:** RMC 15.24.095

- h. Discovery of Soil Contaminants during Construction:** Report any contaminants to the City during project construction and remediate in accordance Washington State reporting and cleanup processes of the Model Toxics Control Act, WAC 173-340.

**Code Authority:** RMC 15.24.095

**5. Fire Department**

**Reviewer:** Trung Duong, Deputy Fire Marshal

**Phone:** 425-556-2256

**Email:** [tduong@redmond.gov](mailto:tduong@redmond.gov)

The current submittal for LAND-2020-00029 is generally adequate for approval, but does not fully represent compliance with all requirements. The following conditions are integral to the approval and shall be complied with in Civil Drawings, Building Permit Submittals, Fire Code Permit submittal, and/or other applicable processes:

**a. General Requirements**

- i. Size and location of Knox Key Box(es) will be determined during review of the building permit plans.
- ii. Address for the building will be assigned during the CCR process.
- iii. The extent and type of fire lane markings for this project will be established during the CCR process. Fire lanes shall be marked in accordance with Section 2.1.2 of RFD Standard 2.00.
- iv. The on-site fire access roadways shall be recorded as an Emergency Vehicle Access Easement in accordance with RMC 15.06.013.23. Provide draft in COR template format for review and approval during CCR process.
- v. Preliminary fire flow calculations are acceptable. Final approval of the fire flow calculations will be reviewed during the building permit process when

the final gross floor areas of the building have been finalized. Include the fire flow calculations in the building permit set for final review and approval. Any changes to the total gross floor area of the proposed fire areas may result in the need for additional fire walls to ensure that fire flow demand does not exceed 3500 gpm in any fire area.

**b. Fire Protection**

- i. The Type IA parking garage and residential structures above shall be fully sprinklered in accordance with NFPA 13. The parking garage shall be equipped with quick-response sprinklers in accordance with Section 5.3.4.6 (B) of RFD Standard 5.00.
- ii. A standpipe system shall be installed for in accordance with RFD Standard 4.00 and NFPA 14.
- iii. Canopies greater than 4 feet that are associated with occupancies where combustibles are stored, handled or used shall be provided with sprinkler protection in accordance with Section 5.3.4.6 (A)(b) of RFD Standard 5.00.

**c. Fire Code Permits**

- i. A separate Fire Installation Permit is required for the following:
  1. To operate a place of assembly with 50 or more occupants. Include a seating plan of all assembly areas specifying maximum occupant load for review and approval along with the permit application.
  2. Emergency Responder Radio System
  3. Rooftop Solar Photo Voltaic system.
  4. Flammable/Combustible liquids associated with the diesel belly tank for generator located in garage. Include plans and sections showing location of tank, fill connection, supply and return piping, termination of tank vents and manufacturer's specifications for all equipment. Fuel tank shall be UL 142 or UL 2085 listed. All fuel supply and return lines shall be provided with secondary containment in accordance with RMC 15.06.013(48).
  5. Where stairwell and/or elevator shaft pressurization will be provided a separate Smoke Control permit shall be obtained. A conceptual smoke control report shall be submitted as part of the building permit application for review and approval of the design approach.

**Code Authority:** RMC 15.06; RZC Appendix 2, Redmond Fire Department Standards and Redmond Standard Specifications and Details

**6. Planning Department**

**Reviewer: Cameron Zapata, Senior Planner**

**Phone: 425-556-2411**

**Email: czapata@redmond.gov**

- a. **Street Trees.** The following street trees are required to be installed in accordance with RZC 21.32.090 and Standard Detail 907. The minimum size at installation is 2 ½ inch caliper with CU-Structural Soil.

Street	Species	Spacing
NE 67 <sup>th</sup> Court	Kwanzan Flowering Cherry	20' O.C.

**Code Authority:** RZC 21.32.090 & Standard Detail 907

- b. **Tree Preservation Plan.** A Tree Preservation Plan depicting all impacted - preserved trees required as part of the site development must be provided with the civil construction drawings. A map of all retained trees shall be shown and recorded at the time of final plat.

**Code Authority:** RZC 21.72.060.D

- c. **Tree Health Assessment.** An updated tree health assessment and/or an updated memo from the original arborist clarifying that the tree conditions have not changed shall be provided during the Civil review process.

**Code Authority:** RZC 21.32

- d. **Transportation Management Program.** As a condition of approval for LMC South Park, a Transportation Management Program (TMP) shall be submitted and approved by the City’s Transportation Demand Management Division prior to issuance of any building permit or other development permit for this project. The TMP agreement shall be recorded on the property deed. The applicant shall begin finalizing the TMP immediately upon receiving this Approval document. CCRs will not be approved prior to a finalized and recorded TMP.

**Code Authority:** RZC 21.40.010.D

**Condition Applies:** Building Permit



- e. **Noise Report.** A noise report prepared by a qualified acoustical consultant must be submitted and approved prior to civil drawing approval. The noise report shall comply with RMC 6.36 and provide sound attenuation measures.

**Code Authority:** RMC 6.36.060

- f. **Planting Standards.** Landscaping shall be coordinated with water/sewer lines and fire hydrants/connections. Trees shall be planted a minimum of 8 feet from the centerline of any water/sewer lines, unless otherwise approved and provisions provided. Shrubs shall be planted to maintain at least 4 feet of clearance from the center of all fire hydrants/connections.

**Code Authority:** RZC 21.32.080

- n. **Open Space.** The proposal includes at least 15 percent residential usable open space to meet the open space requirements. Residential usable open space includes landscaped courtyards or decks, gardens with pathways, children's play areas and other multipurpose recreational or green spaces. The residential usable open space shall not have a dimension of less than 20 feet.

**Code Authority:** RZC 21.13.120 & 21.13.190

**Condition Applies:** Civil Construction & Building Permits

- o. **Waste Management Approval.** The approved site plan and garbage/recycling enclosure detail must be submitted to Waste Management for review and approval. An approval letter from Waste Management must be submitted to the Planning and Community Development Department prior to approval any associated building permit.

**Code Authority:** RZC 21.38.020.F

**Condition Applies:** Site Plan Entitlement

- p. **Impact Fees.** For the Purpose of Impacts, the use(s) assigned for this project have been determined as the following: 284 dwelling units (includes live/work units) is classified as multifamily dwelling units. The 51,587 square feet classified as Manufacturing use may be credited for the three current structures to be demolished at the time of impact fee calculation during building permit review.

**Code Authority:** RMC 3.10

**Condition Applies:** Building Permit

- q. **Parking Deviation.** A parking reduction was approved by the Technical Committee on March 3, 2021 to allow 256 parking spaces (0.9 parking

spaces per dwelling unit) where 355 are required (1 parking space per unit, plus 1 guest space for every 4 dwelling units).

**Code Authority:** RZC 21.40.010.D

**Condition Applies:** Building Permit

- r. **Bonds.** Bonds for Landscaping, Tree Preservation, Tree Replacement and Mitigation shall be provided no less than 5 days prior to request for Mylar signatures. Drafts of the Bond Agreements, Bond Quantity Worksheets and Bond Calculation Worksheets shall be submitted at time of Civil Construction Application. If not provided at time of CCR submittal, entire submittal will be rejected for intake.

**Code Authority:** RZC 21.767.090.F

**Condition Applies:** Building Permit

- s. **Easement.** The project shall contain the following easements as outlined by the Development Agreement:

Public Plaza

Play Plaza

Outdoor Dog Wash

Community Gardens

Art Walk

Trail Connections and Bicycle Repair Station

**Code Authority:** RZC 21.76.090.F

- t. **Affordable Housing.** The LMC South Park shall demonstrate conformance with the Affordable Housing Regulations in RZC 21.20.050 by providing 28 affordable units at 50% AMI. An application for the Multi-Family Tax Exemption (MFTE) shall be submitted to the Planning and Community Development Director for review and approval. An agreement in a form approved by the City and in compliance with RMC 3.38 must be recorded with the King County Recorder's Office to stipulate conditions under which required affordable housing units will remain as affordable housing for the life of the development. This agreement shall be a covenant running with the land, binding on the assigns, heirs, and successors of the applicant. Prior to the issuance of any building permit, the owner shall sign any necessary agreements with the City to implement these requirements. Applicant shall initiate contract by contacting a Housing and Human Services Planner, Ian Lefcourte at 425-556-2438 and [ilefcourte@remond.gov](mailto:ilefcourte@remond.gov)

**Code Authority:** RZC 21.20.050 and RMC 3.38

**Condition Applies:** Building Permit

- u. Archeological and Historical Preservation:** A professional archaeological monitor shall be present to monitor all ground disturbing activities and an archaeological MIDP shall be prepared and submitted to DAHP and the interested Tribes for review prior to ground disturbance. The MIDP shall include a plan for distribution of daily monitoring lots (or summary thereof) to be provided to the City and affected Indian Tribes throughout the duration of the monitoring. The review of the MIDP and corresponding Letter of Concurrence shall be completed before ground disturbance.

**Code Authority:** RZC 21.30.070.D

**Condition Applies:** Civil Construction & Building Permit

- v. Construction Parking Requirements and Contact Information.** A sign shall be posted on-site visible to the public throughout the duration of all construction activity per the Construction Contact Sign Handout. Construction activities consist of all site work including, but not limited to grading, landscaping, infrastructure and building permit related construction. Applicant and contractor shall work with city planner prior to mylar signing to determine location(s) of sign(s). Contact information shall remain up-to-date and visible at all times. The assigned city planner shall be notified within two business days when contact person has been changed and a picture of the updated sign shall be e-mailed. Construction Parking requirements for the project shall be denoted on the bottom portion of the sign per handout instructions.

**Code Authority:** RZC 21.76.070.B.3.a.ii.A; Comprehensive Plan TR-19

This approval is subject to all applicable City of Redmond codes and standards, including the following:

#### **Transportation and Engineering**

RMC 6.36	Noise Standards
RZC 21.52	Transportation Standards
RZC 21.40.010.E	Design Requirements for Parking Facilities
RZC 21.54	Utility Standards
RMC 12.08	Street Repairs, Improvements & Alterations
RMC 12.12	Required Improvements for Buildings and Development
RZC 21.76.100.F.9.C	Nonconforming Landscaping and Pedestrian System Area
RZC 21.76.020.G	Site Construction Drawing Review
RZC 21.76.020.G.3	Preconstruction Conference
RZC 21.76.090.F	Performance Assurance

RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
RZC Appendix 8A	Marymoor Subarea Street Requirements
City of Redmond	Record Drawing Requirements, February 2021
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)

**Water and Sewer**

RMC 13.04	Sewage and Drainage
RMC 13.08	Installing and Connecting Water Service
RMC 13.10	Cross-Connection and Backflow Prevention
RZC 21.54.010	Adequate Public Facilities and Services Required
RZC Appendix 3	Design Requirements for Water and Wastewater System Extensions
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)
City of Redmond	Design Requirements: Water and Wastewater System Extensions – April 2019.

**Stormwater/Clearing and Grading**

RMC 13.06	Stormwater Management
RMC 13.07	Wellhead Protection
RMC 13.25	Temporary Construction Dewatering
RMC 15.24	Clearing, Grading, and Storm Water Management
RZC 21.32.080	Types of Planting
RZC 21.64	Critical Areas
RZC 21.64.040	Frequently Flooded Areas
RZC 21.64.050	Critical Aquifer Recharge Areas
RZC 21.64.060	Geologically Hazardous Areas
City of Redmond	Standard Specifications and Details (current edition at the time of this approval letter issued)
City of Redmond	Stormwater Technical Notebook, Issue No.8, Amended June 5, 2019
Department of Ecology	Stormwater Management Manual for Western Washington (amended December 2017)

**Fire**

RMC 15.06	Fire Code
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
City of Redmond	Fire Department Design and Construction Guide
City of Redmond	Fire Department Standards

## Planning

RZC 21.13	Southeast Redmond
RZC 21.58, 60, 62	Design Standards
RMC 3.10	Impact Fees
RZC 21.32	Landscaping and Tree Protection
RZC 21.34	Exterior Lighting Standards
RMC 6.36	Noise Standards
RZC 21.38	Outdoor Storage and Service Areas
RZC 21.40	Parking Standards
RZC 21.64	Critical Areas
RZC 21.44	Signs
RZC Appendix 1	Critical Areas Reporting Requirements

## Building

RMC 15.08	Building Code
RMC 15.12	Electrical Code
RMC 15.14	Mechanical Code
RMC 15.16	Plumbing Code
RMC 15.18	Energy Code
RMC 15.20	Ventilation and Indoor Air Quality Code

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
<p>1. Councilwoman Forsyth – TPO Membrane Roofing Material</p>	<p><u>Subject</u> TPO Membrane Roofing Material</p> <p><u>Summary of Comments</u> How does the TPO membrane roofing compare to a green roof?</p> <p><u>Response</u> The TPO Membrane and green roof serves two different purposes. The TPO membrane is a cooling roof material which is a highly reflective emissive material that can remain approximately 50-60 degrees cooler than traditional materials. It is presented as another cost-effective option to reduce the urban heat island effect and reduces the energy demand and requires less maintenance and maintains a lower cost for housing.</p> <p>The green roof serves to control stormwater runoff and retention. The green roof retains water in the plants and the growing medium to reduce the amount of stormwater entering into the ecosystem.</p> <p>LMC South Park is providing separate stormwater infiltration systems where filterra stormwater planters are used to treat the stormwater and infiltration chambers surrounding the site are proposed.</p>	<p>Closed 7/27/2021</p>
<p>2. Councilwoman Forsyth, Councilman Fields, and Councilwoman Anderson – Affordability</p>	<p><u>Subject</u> Affordability</p> <p><u>Summary of Comments</u> What is the level of affordability? How many 3-bedroom units will be and how many of them will be affordable?</p> <p><u>Response</u> The project includes 284 dwelling units where 10% of the units will be low-cost affordable (50% AMI). The Area Median Income for King County is \$94,974, those who make \$47,487 or less, can qualify for a low-cost affordable unit.</p> <p>The number of affordable units will be proportional to the proposed unit mix. The project includes 20 3-bedroom unit, where two of them (10%) will be low-cost affordable.</p>	<p>Closed 7/27/2021</p>
<p>3.</p>	<p><u>Subject</u> Marymoor Deign District Design Standards</p>	<p>Updated 8/17/2021</p>

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
<p>Councilwoman Fields – Marymoor Deign District Design Standards</p>	<p><u>Summary of Comments</u>                      What is the status of the Marymoor Design District (MDD) design standards? Why has the MDD design standards not been completed?</p> <p><u>Response</u>                      The updates to the Marymoor Design District have been identified and will be addressed in multiple processes. The more straightforward design standards will be included in phases I, II, and III of the Redmond Zoning Code ReWrite (RZCRW). Some pieces are beginning its formal review right now as a part of the Phase I RZC ReWrite. More robust policy review will be included in the Redmond 2050 Comprehensive Plan updated to clarify the Marymoor Design District vision.</p> <p>Due to limited staffing resources and two large anticipated projects; the RZCRW and Redmond 2050 (comprehensive plan update); work had to be prioritized. The method to prioritize the work led to putting various planning efforts into batches and put into various buckets. This allows for staff to accomplish manageable pieces of work and bring them forward to City Council as expeditiously as possible.</p>	
<p>4. Councilwoman Kritzer– Context Maps</p>	<p><u>Subject</u>                      Context Maps</p> <p><u>Summary of Comments</u>                      Can we see a context map for the open spaces?</p> <p><u>Response</u>                      A context map has been included on the image slides. Please also see the site plan below which identifies the location of the open spaces, this map can also be found on page 26 of the Master Plan.</p>	<p>Closed                      7/27/2021</p>

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**  
 Comment Response Matrix – City Council Questions/Comments

Issue	Summary & Response	Status
	 <p> <span style="color: red;">1</span> PUBLIC ART PLAZA  <span style="color: red;">2</span> PUBLIC ART WALK  <span style="color: red;">3</span> NATURE PLAYGROUND  <span style="color: red;">4</span> COMMUNITY GARDEN  <span style="color: red;">5</span> RESIDENTIAL COURTYARDS  <span style="color: red;">6</span> PUBLIC TRAIL CONNECTOR  <span style="color: red;">7</span> PRIVATE AMENITY  <span style="color: red;">8</span> STREETScape / WOONERF                 </p>	




**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

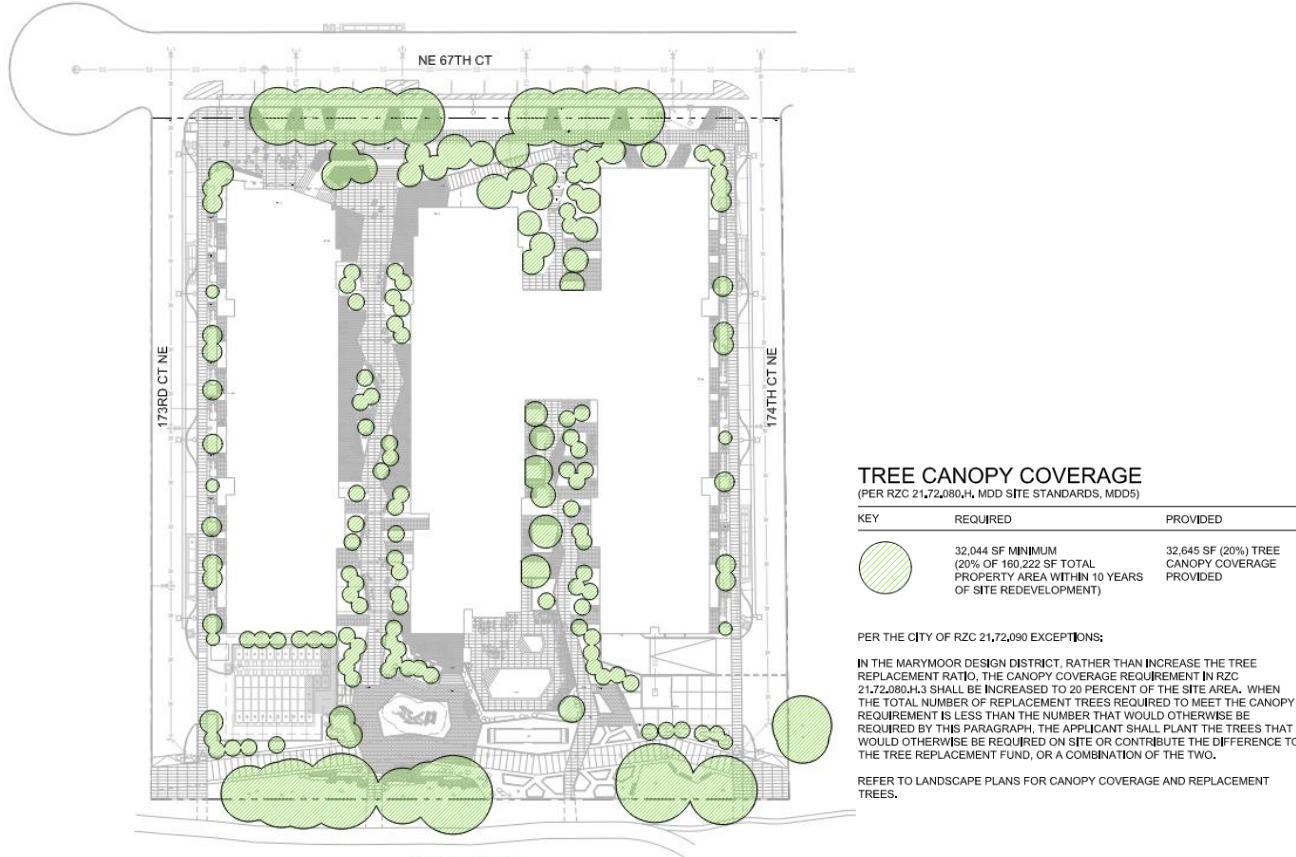



Issue	Summary & Response	Status
<p>5. Councilwoman Anderson – Critical Aquifer Recharge Areas</p>	<p><u>Subject</u> Critical Aquifer Recharge Areas</p> <p><u>Summary of Comments</u> The site includes the Critical Aquifer Recharge Areas (CARA) I and II, how will they be managed during construction? Is underground parking included?</p> <p><u>Response</u> LMC South Park will avoid groundwater impacts, except at the four elevator pits. The elevator pits will be constructed in a manor which does not conflict with the CARA. The four elevator pits are the only subsurface areas of the development that may affect the CARA. During construction stormwater/ building inspectors will confirm compliance with groundwater and wellhead protection requirements. During the elevator pit construction, additional inspections are performed by the stormwater construction inspector.</p> <p>Half a level of below grade parking will be included.</p>	<p>Updated 8/17/2021</p>
<p>6. Councilwoman Forsyth– Community Gardens</p>	<p><u>Subject</u> Community Gardens</p> <p><u>Summary of Comments</u> Can you provide more information on the community garden aspect? How many plots that will provide for community members that would like to garden? Will the raised bed gardens be subdivided? Will they be ADA accessible?</p> <p><u>Response</u> Eleven raised beds will be located on the south side of the project site, adjacent to Marymoor Park and total 4,130 square feet of gardening space. All of the gardening spaces are available to the public on a first-come-first-serve basis, where portions of plots will be assigned and will be managed by the onsite Community Manager. A shared tool shed will also be included and maintained by the Owner as outlined in the Development Agreement.</p> <p>The raised bed furthest west is the designated ADA bed, which represents 5% (75.5sf) of the total garden area and will be 30-inches in height for easy access.</p>	<p>Updated 8/17/2021</p>

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**  
 Comment Response Matrix – City Council Questions/Comments

Issue	Summary & Response	Status
	 <p>The image is a landscape architectural site plan. It shows a parking lot on the left with several cars. To the right of the parking lot is a paved area with a yellow box and arrow pointing to a specific garden area. The garden area is labeled 'ADA accessible garden'. The plan also shows various green spaces, walkways, and building footprints.</p>	
<p>7. Councilwoman Anderson— Live/work Units</p>	<p><u>Subject</u> Live/work Units</p> <p><u>Summary of Comments</u> How many live/ work units will there be?</p> <p><u>Response</u> Thirteen live/work units are included in the project. Eleven are located on the ground floor of the artwalk and two are located at the intersection of NE 67<sup>th</sup> Court and 174<sup>th</sup> Avenue NE.</p>	<p>Closed 7/27/2021</p>
<p>8. Councilwoman Kritzer—Existing Businesses</p>	<p><u>Subject</u> Existing Businesses</p> <p><u>Summary of Comments</u> Are there businesses currently there? What is the plan for existing businesses and what is the City doing to support them if they have to move?</p> <p><u>Response</u> All existing tenants have all relocated. The City does offer services to help support finding new locations, creating affordable commercial via incentives and support with lease negotiations, loans and grants.</p>	<p>Closed 7/27/2021</p>

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**  
 Comment Response Matrix – City Council Questions/Comments

Issue	Summary & Response	Status
<p>9. Councilwoman Kritzer—Public Spaces</p>	<p><u>Subject</u> Public Spaces</p> <p><u>Summary of Comments</u> What is the jurisdiction of the public spaces? Can the public spaces ever be removed or made private?</p> <p><u>Response</u> The public spaces, which include the public plaza, the play plaza, outdoor dog wash station, community gardens, art walk, trail connections and bicycle repair station, will all be constructed, operated, and maintained by the property owner. The Development Agreement specifies that the Developer will provide a public use easement for all of the public amenities provided and will be shown on the Coordinated Civil Review drawings.</p> <p>The public spaces cannot be removed without the City’s consent as the Development Agreement is a contractual obligation by the Developer and the City. The public open spaces would be required to be provided and maintained by the Owner. The access to the public open spaces may not be closed in the future, except for maintenance purposes as outlined in the Development Agreement. An easement is also granted to the City and is recorded against the title of the property.</p>	<p>Updated 8/17/2021</p>
<p>10. Councilwoman Kritzer-- Trees</p>	<p><u>Subject</u> Trees</p> <p><u>Summary of Comments</u> Provide an overview of the plan for existing trees and replacement trees.</p> <p><u>Response</u> A Tree Health Assessment dated January 22, 2021 was prepared by Tree Solutions Inc. The trees on site were examined and 93 trees were observed to be “significant” as defined in Redmond Zoning Code (RZC) 21.87, as “Any healthy tree six inches in diameter at breast height (d.b.h.), or any tree four inches in diameter at breast height (d.b.h.)” Of the 93 significant trees, 11 will be impacted by retained, however impacted trees do not count as retained trees, and no trees will be retained. A tree canopy coverage of 20% of the site area within ten years of the site redevelopment will be planted on site, which includes a total of 159 trees on site. The Tree Canopy Coverage can be found on L001 of the 15. Plan Set and is also shown below for reference.</p>	<p>Closed 7/27/2021</p>

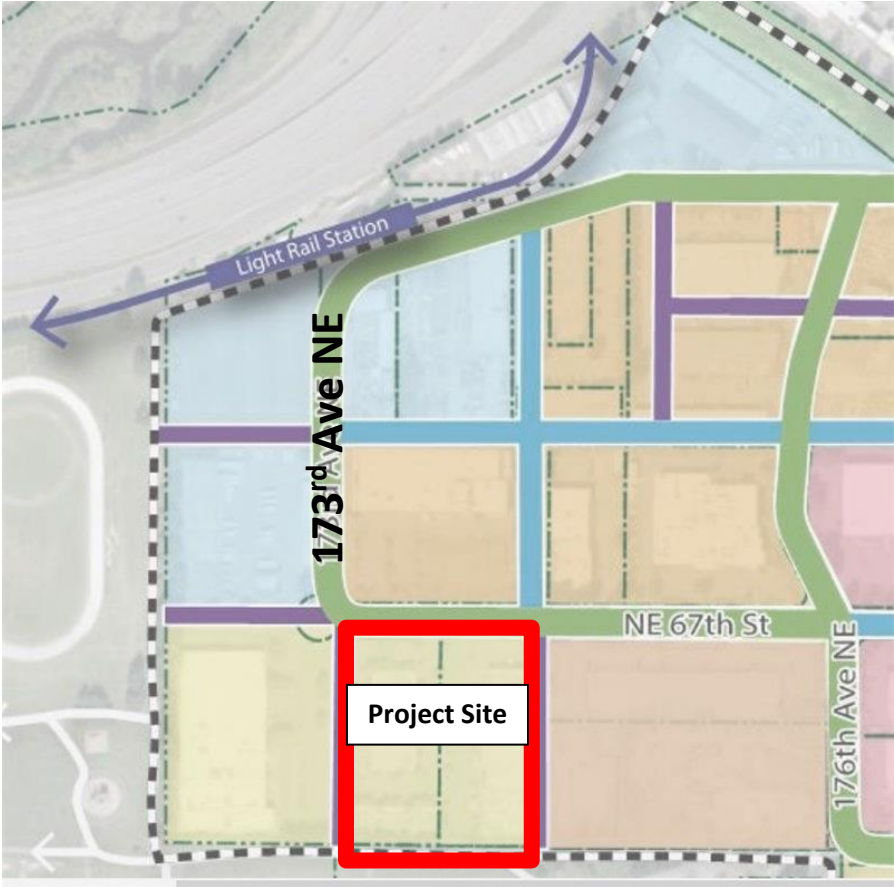
Issue	Summary & Response	Status						
	 <p><b>TREE CANOPY COVERAGE</b>          (PER RZC 21,72,090.H, MDD SITE STANDARDS, MDD5)</p> <table border="1"> <thead> <tr> <th>KEY</th> <th>REQUIRED</th> <th>PROVIDED</th> </tr> </thead> <tbody> <tr> <td></td> <td>32,044 SF MINIMUM (20% OF 160,222 SF TOTAL PROPERTY AREA WITHIN 10 YEARS OF SITE REDEVELOPMENT)</td> <td>32,645 SF (20%) TREE CANOPY COVERAGE PROVIDED</td> </tr> </tbody> </table> <p>PER THE CITY OF RZC 21,72,090 EXCEPTIONS:          IN THE MARYMOOR DESIGN DISTRICT, RATHER THAN INCREASE THE TREE REPLACEMENT RATIO, THE CANOPY COVERAGE REQUIREMENT IN RZC 21,72,090.H.3 SHALL BE INCREASED TO 20 PERCENT OF THE SITE AREA. WHEN THE TOTAL NUMBER OF REPLACEMENT TREES REQUIRED TO MEET THE CANOPY REQUIREMENT IS LESS THAN THE NUMBER THAT WOULD OTHERWISE BE REQUIRED BY THIS PARAGRAPH, THE APPLICANT SHALL PLANT THE TREES THAT WOULD OTHERWISE BE REQUIRED ON SITE OR CONTRIBUTE THE DIFFERENCE TO THE TREE REPLACEMENT FUND, OR A COMBINATION OF THE TWO.          REFER TO LANDSCAPE PLANS FOR CANOPY COVERAGE AND REPLACEMENT TREES.</p>	KEY	REQUIRED	PROVIDED		32,044 SF MINIMUM (20% OF 160,222 SF TOTAL PROPERTY AREA WITHIN 10 YEARS OF SITE REDEVELOPMENT)	32,645 SF (20%) TREE CANOPY COVERAGE PROVIDED	
KEY	REQUIRED	PROVIDED						
	32,044 SF MINIMUM (20% OF 160,222 SF TOTAL PROPERTY AREA WITHIN 10 YEARS OF SITE REDEVELOPMENT)	32,645 SF (20%) TREE CANOPY COVERAGE PROVIDED						
<p>11.                  Councilwoman                  Padhye—                  Accessibility to                  Light Rail</p>	<p><u>Subject</u>                  Accessibility to Light Rail</p> <p><u>Summary of Comments</u>                  The project will be approximately 0.25 miles from the future Light Rail station, how will the Light Rail be accessible regardless of mobility abilities?</p> <p><u>Response</u></p>	<p>Closed                  7/27/2021</p>						

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
	<p>The project site, inclusive of all of the public amenities will be ADA compliant. Ramps connecting art walk and public plaza will be included to provide ADA access to the ADA compliant sidewalks along NE 67<sup>th</sup> Court NE. Frontage improvements will be included on street facing edges, where 173<sup>rd</sup> Avenue NE and 174<sup>th</sup> Avenue NE will include five to six-foot-wide sidewalks and NE 67<sup>th</sup> Court includes and eight-foot side sidewalk to provide ADA compliant connections to the future light rail station.</p> <p>In addition, Sound Transit will be extending 173<sup>rd</sup> Avenue NE with ADA compliant sidewalks and ramps leading to the station. Please see the reference map below.</p>	

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**  
 Comment Response Matrix – City Council Questions/Comments

Issue	Summary & Response	Status
		
<p>12. Councilwoman Forsythe—Pet Areas</p>	<p><u>Subject</u> Pet Areas</p> <p><u>Summary of Comments</u> Are there pet areas on the site?</p>	<p>Closed 7/27/2021</p>

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
	<p><u>Response</u>                      There are no designated pet relief areas, however a dog wash station will be included near the multimodal trail and will be available for public use. Pet waste stations will also be included on site.</p>	
<p>13.                      Councilwoman                      Forsythe—                      Access to                      Marymoor Park</p>	<p><u>Subject</u>                      Access to Marymoor Park</p> <p><u>Summary of Comments</u>                      How will residents be able to access Marymoor Park? Is there a trail that connects to Marymoor Park?</p> <p><u>Response</u>                      Residents will be able to access Marymoor Park through the exits located in the art walk and the courtyard, which has access to paths leading to the multimodal trail adjacent to Marymoor Park. The multimodal trail will have paths that connect to Marymoor Park for easy access. The site plan shown below indicates the paths residents and the public can use to access Marymoor Park.</p> <p>There is a gravel trail in Marymoor Park approximately three to five feet from the multi-modal trail to be constructed by LMC South Park, that can be accessible from LMC South Park.</p>	<p>Updated                      8/17/2021</p>



**LMC South Park Masterplan (LAND-2020-00029/ 00030)**  
Comment Response Matrix – City Council Questions/Comments





**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
<p>14. Councilwoman Kritzer— Schools</p>	<p><u>Subject</u> Schools</p> <p><u>Summary of Comments</u> What schools would residents attend? What communication with the school district has the City had?</p> <p><u>Response</u> Students residing at LMC South Park would attend Redmond Elementary, Redmond Middle, and Redmond High Schools.</p> <p>The SEPA threshold determination is mailed to the Lake Washington School District and serves as notification if they do not own property within 500 feet of the site. Staff has not received any comments from the school district.</p>	<p>Closed 7/27/2021</p>
<p>15. Councilwoman Anderson— LEED Certification</p>	<p><u>Subject</u> LEED Certification</p> <p><u>Summary of Comments</u> Has there been a conversation about pursuing LEED Certification?</p> <p><u>Response</u> LEED Certification is not required by the Redmond Zoning Code (RZC). The RZC does offer development incentives if LEED certification is pursued, as part of the Green Building Incentive Program. However, the Green Building Incentives are not being pursued as a part of this project. In addition, requests of both the applicant and the City must be balanced in terms of development and public benefits. If the City asked for LEED Certification, it would potentially lead to less public benefits.</p> <p>Bridge amendments to the RZC are currently being worked on. Incentives in the Marymoor Design District (MDD) have been utilized already, and staff is currently in the process of amending the MDD Incentives Program and will include LEED Certification silver, gold, and platinum requirements.</p>	<p>Updated 8/17/2021</p>

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
<p>16. Councilwoman Forsyth— Approval Conditions</p>	<p><u>Subject</u> Approval Conditions</p> <p><u>Summary of Comments</u> Where can the approval conditions be found?</p> <p><u>Response</u> The approval conditions can be found in the Technical Committee Staff Report in section X.</p>	<p>Updated 8/17/2021</p>
<p>17. Councilwoman Kritzer— Presentation Slides</p>	<p><u>Subject</u> Presentation Slides</p> <p><u>Summary of Comments</u> Will the presentation slides be posted online?</p> <p><u>Response</u> Yes, the slides from the City Council Staff Report, Study Session, and for the Public Hearing can be found on the project webpage (<a href="https://www.redmond.gov/1517/LMC-South-Park">https://www.redmond.gov/1517/LMC-South-Park</a>).</p>	<p>Updated 8/17/2021</p>
<p>18. Councilwoman Kritzer—Artist in Residence</p>	<p><u>Subject</u> Artist in residence</p> <p><u>Summary of Comments</u> Will the artist in residence be affordable? How will the artist be chosen?</p> <p><u>Response</u> The artist in residence space will not include a charge for the artist. Details on the program are still being worked out with the Arts and Culture Commission. The goal is for the space to be operated by a third-party arts and culture organization where the artist and program changes on a regular basis to keep the space fresh and active for different users.</p>	<p>Updated 8/17/2021</p>
<p>19. Councilwoman Padhye— Live/work Units</p>	<p><u>Subject</u> Live/work Units</p> <p><u>Summary of Comments</u></p>	<p>Updated 8/17/2021</p>

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
	<p>How are the live/work units be laid out? Will be they one floor or two floors?</p> <p><u>Response</u>                      The intent of the live/work units are to combine livability of a home with the access to public spaces for commercial/ public access. The live/work units along the artwalk will be one level, where the front space operates as both residential and commercial space. The live/work units located on NE 67<sup>th</sup> Court will be double high spaces with multiple rooms. These rooms have been designed to be convertible to full commercial in the future, with most interior walls designed to be adjustable and the residential component removable.</p>	
<p>20.                      Councilwoman                      Padhye—                      Parking</p>	<p><u>Subject</u>                      Parking</p> <p><u>Summary of Comments</u>                      Will there be designated public parking?</p> <p><u>Response</u>                      There are 32 public parking spaces along the frontages, NE 67<sup>th</sup> Court, new 173<sup>rd</sup> Ave NE and 174<sup>th</sup> Ave NE, as shown in yellow below.</p>	<p>Updated                      8/17/2021</p>

Issue	Summary & Response	Status
	<p>The site plan illustrates the layout of NE 67th Court, featuring two main residential buildings: the West Building and the East Building. The West Building is situated between 173rd Ave NE and 174th Ave NE, while the East Building is between 174th Ave NE and 175th Ave NE. NE 67th Court runs north-south through the center of the site. The plan includes various amenities such as a swimming pool, spa, community gardens, and a fire engine parking space. It also shows primary residential building entries, public access points, and a fire engine parking space. The site is bounded by NE 67th Court to the north, 173rd Ave NE to the west, 174th Ave NE to the east, and NE 68th Court to the south. The plan also shows a fire engine parking space, a fire engine parking space, and a fire engine parking space.</p>	

**LMC South Park Masterplan (LAND-2020-00029/ 00030)**

*Comment Response Matrix – City Council Questions/Comments*

Issue	Summary & Response	Status
21. Councilwoman Anderson— Security	<p><u>Subject</u> Security</p> <p><u>Summary of Comments</u> Clarify who enforces security in the public spaces?</p> <p><u>Response</u> The security for the public open spaces will be enforced by both the private management of LMC South Park and Redmond Police Department, if needed.</p>	Updated 8/17/2021



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-133  
Type: Staff Report

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director
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**TITLE:**  
2021 Second Quarter Financial Update

**OVERVIEW STATEMENT:**

The purpose of this staff report is to review the quarterly financial performance from January 1, 2021 through June 30, 2021. Each month the Redmond City Council’s Finance, Administration and Communications (FAC) Committee reviews the City’s monthly financial report. At the end of each quarter the full City Council reviews the highlights from that quarter’s financials.

**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:**

As reported at the July Finance, Administration and Communications Committee of the Whole meeting, some financial highlights at the end of June include:

**General Fund**

- Total revenues are 35%, or \$16.5 million, above the budget target through Q2 2021 primarily due to strong one-time construction sales tax, licenses & permits, and intergovernmental revenues.
- Comparing the first half of 2021 to the first half of 2020, total revenues are up 35%, or \$16.5 million (which is coincidentally the same as total revenues through Q2 2021 vs. budget target through Q2 2021).
- Sales tax is 77%, or \$9.1 million, above the budget target through Q2 2021. One-time sales tax from construction continues to be the driver at \$7.6 million through Q2 2021, with \$1.3 million received in June.
- Utility taxes are 2.0%, or \$113,228, below the budget target through Q2 2021. This is an improvement over prior months due to a large payment received for unpaid electrical utility taxes.
- Intergovernmental revenue is 73%, or \$5.1 million, above the budget target through Q2 2021 mostly due to the 2021 American Rescue Act Plan allocation to the City.
- Licenses & Permits are 34%, or \$2.3 million, above the budget target through Q2 2021. This includes business licenses and development permits.
- Total expenditures are 8.6%, or \$4.3 million, below the budget target through Q2 2021 primarily due to position vacancies and the timing of one-time expenditures in the biennium.
- Through the first half of 2021, ongoing revenues are greater than ongoing expenditures. The few months where ongoing expenditures exceed ongoing revenues is due to the timing of property tax distributions, which mostly occur in April/May and October/November.

**Other Funds**

- Total revenues in the Water/Wastewater M&O Fund are 6.9%, or \$1.1 million, less than total expenditures. This is due to lower than normal commercial water consumption related to the pandemic, higher irrigation in the summer months (resulting in higher revenues in Q3 2021), and a large Cascade Water Alliance payment in Q1 2021.
- Commercial water consumption in the Water/Wastewater M&O Fund is 10.2% above target through Q2 2021, but still well below the historical average.
- Total revenues in the Recreation Activity Fund are 107.0%, or \$510,110, above the budget target through Q2 2021 primarily due to summer camps, field rentals, and donations.
- Total expenditures in the CIP are 19.7% of budget at the 25% point of the biennium.

**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
Monthly	Committee of the Whole - Finance, Administration, and Communications	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: 2021 Second Quarter Financial Update





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-133  
Type: Staff Report

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Kelley Cochran	Deputy Finance Director
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- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
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**General Fund**

- Total revenues are 35%, or \$16.5 million, above the budget target through Q2 2021 primarily due to strong one-time construction sales tax, licenses & permits, and intergovernmental revenues.
- Comparing the first half of 2021 to the first half of 2020, total revenues are up 35%, or \$16.5 million (which is coincidentally the same as total revenues through Q2 2021 vs. budget target through Q2 2021).
- Sales tax is 77%, or \$9.1 million, above the budget target through Q2 2021. One-time sales tax from construction continues to be the driver at \$7.6 million through Q2 2021, with \$1.3 million received in June.
- Utility taxes are 2.0%, or \$113,228, below the budget target through Q2 2021. This is an improvement over prior months due to a large payment received for unpaid electrical utility taxes.
- Intergovernmental revenue is 73%, or \$5.1 million, above the budget target through Q2 2021 mostly due to the 2021 American Rescue Act Plan allocation to the City.
- Licenses & Permits are 34%, or \$2.3 million, above the budget target through Q2 2021. This includes business licenses and development permits.
- Total expenditures are 8.6%, or \$4.3 million, below the budget target through Q2 2021 primarily due to position vacancies and the timing of one-time expenditures in the biennium.
- Through the first half of 2021, ongoing revenues are greater than ongoing expenditures. The few months where ongoing expenditures exceed ongoing revenues is due to the timing of property tax distributions, which mostly occur in April/May and October/November.

**Other Funds**

- Total revenues in the Water/Wastewater M&O Fund are 6.9%, or \$1.1 million, less than total expenditures. This is due to lower than normal commercial water consumption related to the pandemic, higher irrigation in the summer months (resulting in higher revenues in Q3 2021), and a large Cascade Water Alliance payment in Q1 2021.
- Commercial water consumption in the Water/Wastewater M&O Fund is 10.2% above target through Q2 2021, but still well below the historical average.
- Total revenues in the Recreation Activity Fund are 107.0%, or \$510,110, above the budget target through Q2 2021 primarily due to summer camps, field rentals, and donations.
- Total expenditures in the CIP are 19.7% of budget at the 25% point of the biennium.

**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
Monthly	Committee of the Whole - Finance, Administration, and Communications	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: 2021 Second Quarter Financial Update



2021-2022 Budget  
2021 Second Quarter Financial Report

August 17, 2021



City of Redmond  
WASHINGTON

752

# Agenda

- Brief review of major funds
  - General Fund
  - Water/Wastewater M&O Fund
  - Recreation Activity Fund
  - Capital Investment Program Funds
- July 27 FAC follow-up items

# General Fund Summary

- Total revenues are 35% (\$16.5M) > budget target
  - Significantly above budget target
    - Sales Tax, Licenses and Permits, and Intergovernmental Revenues
  - On budget target
    - Property Tax and Charges for Service
  - Slightly below budget target
    - Utility Taxes
- Total expenditures are 8.6% (\$4.3M) < budget target

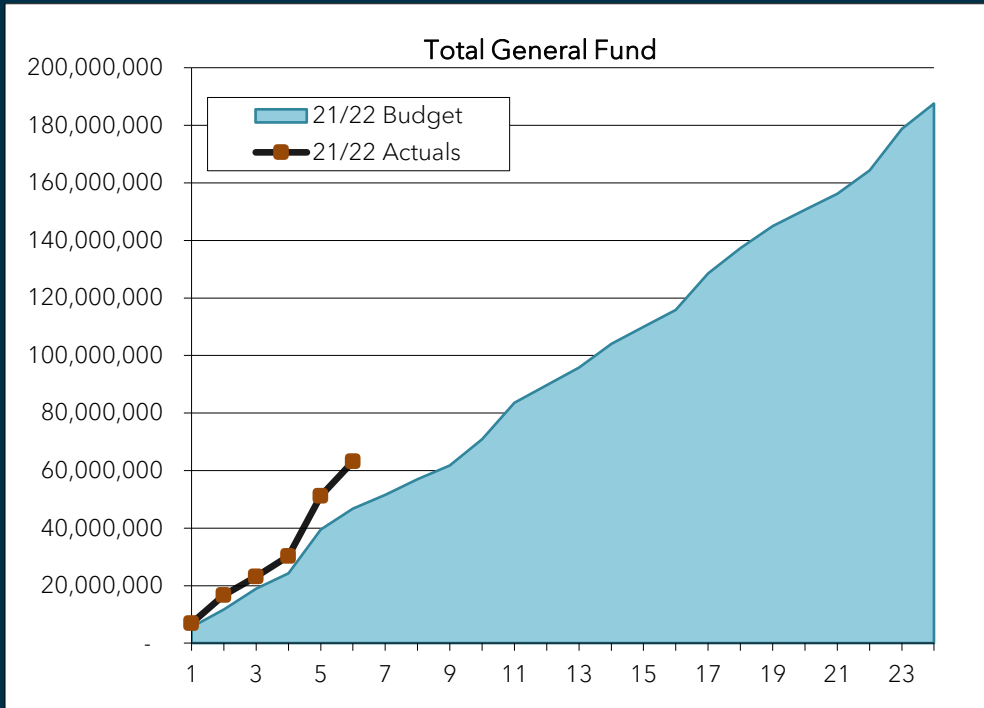
# General Fund Revenues

## First Half of 2021 vs. First Half of 2020

- Total revenues are up 35% (\$16.5M)
  - Coincidentally, this is the same as total revenues through Q2 2021 vs. budget target through Q2 2021
  - Intergovernmental revenues are up \$10.3M primarily due to American Rescue Plan Act (ARPA) revenue
  - Sales tax is up \$3.9M primarily due to high level of construction activity

# General Fund Revenues

## Budget to Actual Through Q2 2021

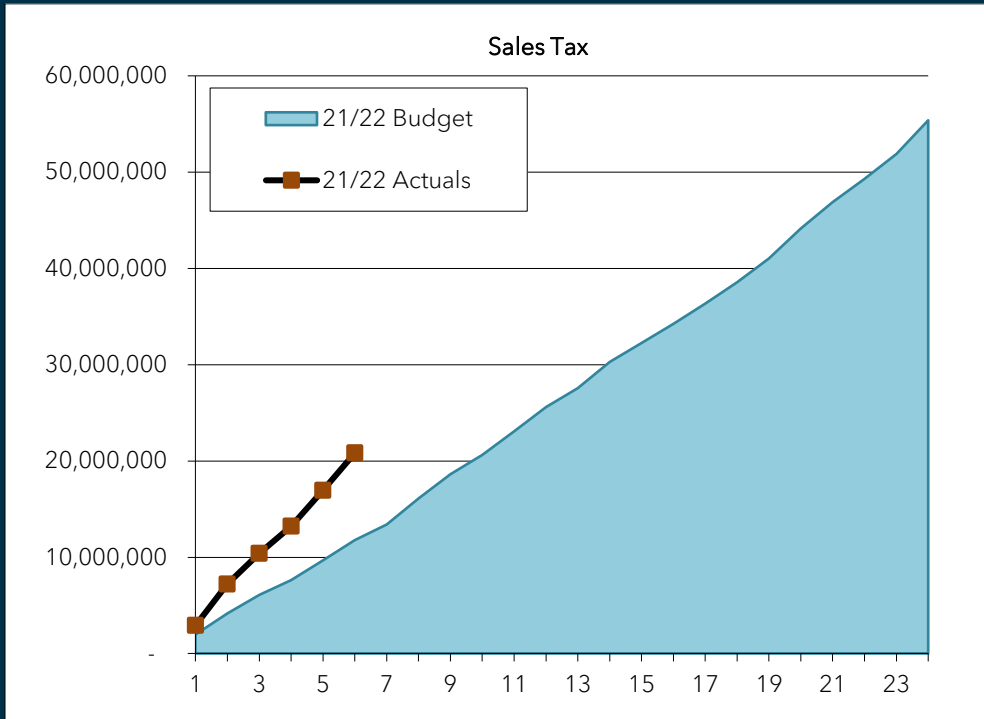


- Total revenues = \$63.2M
- Total revenues are 35% (\$16.5M) > budget target
- Primary drivers are one-time construction sales tax, licenses & permits, and intergovernmental revenues



# General Fund - Sales Tax

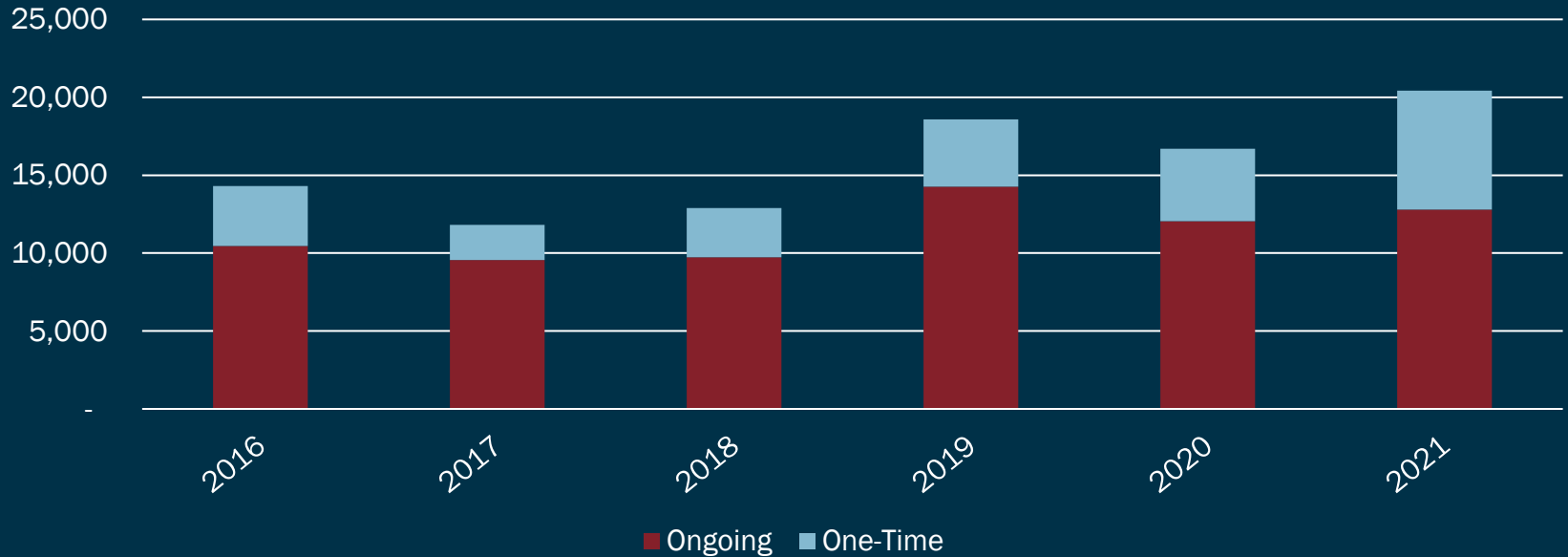
## Budget to Actual Through Q2 2021



- Sales tax is 77% (\$9.1M) > budget target
- Primary driver is one-time construction sales tax (\$7.6M)

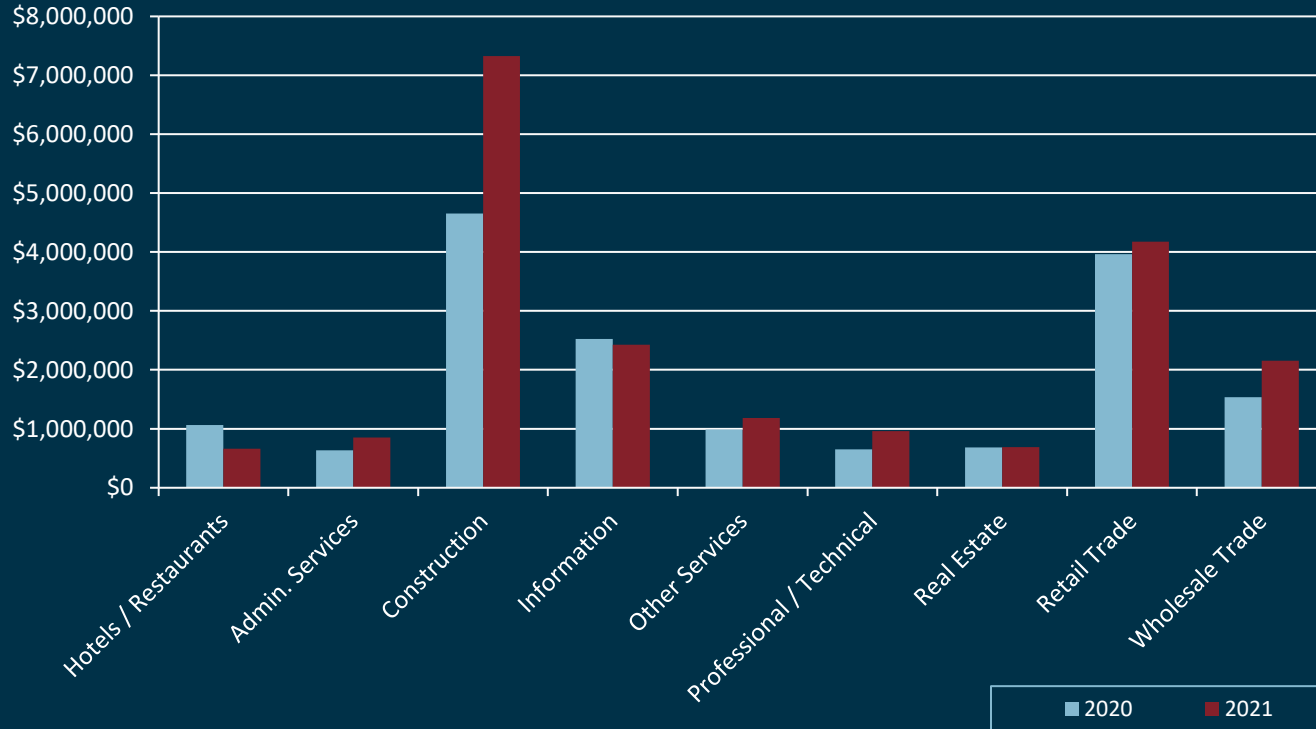
# General Fund - Sales Tax

June YTD 2016-2021  
(In Thousands)



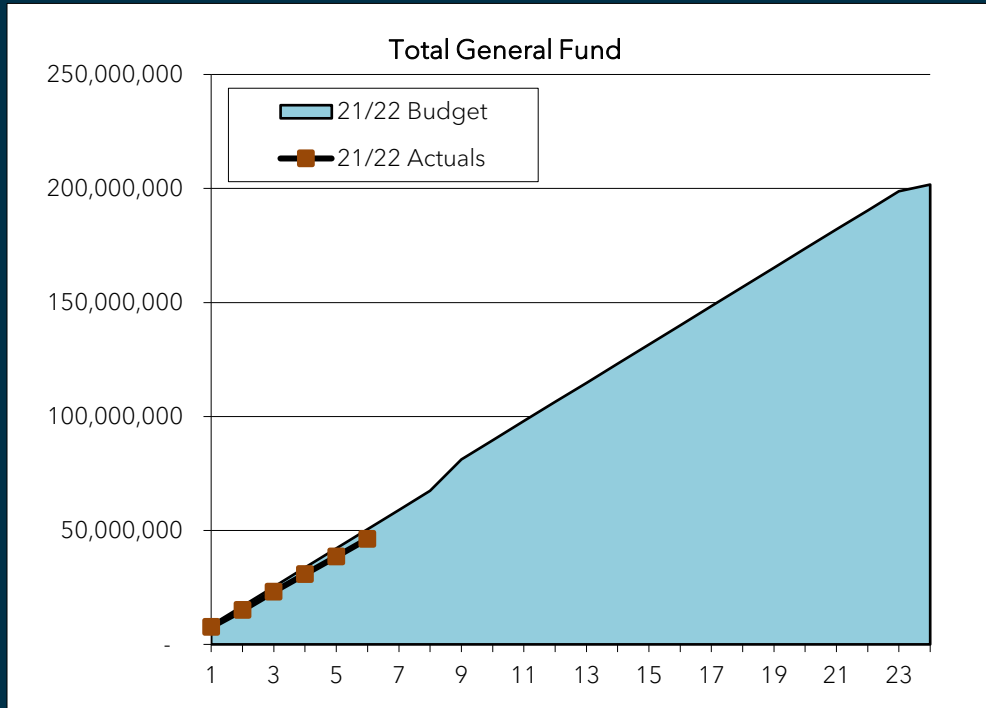
# General Fund - Sales Tax

June YTD 2020-2021 by Business Sector



# General Fund Expenditures

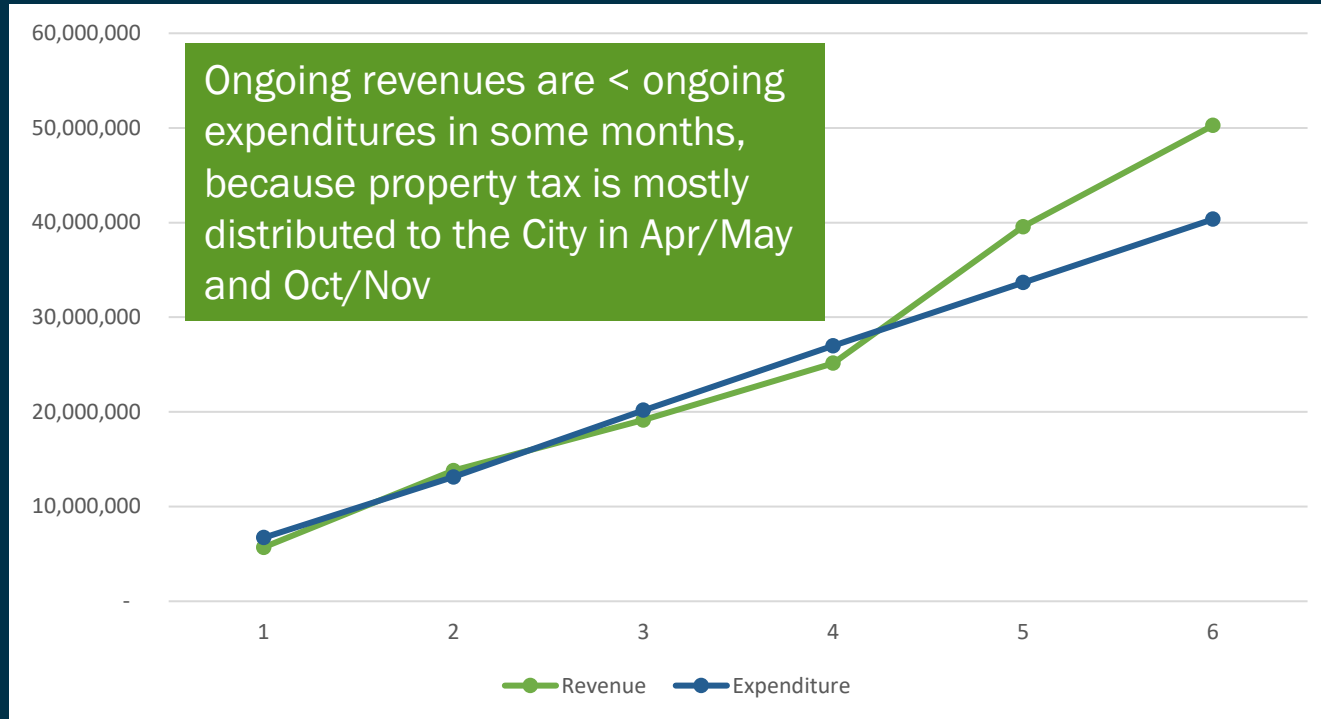
## Budget to Actual Through Q2 2021



- Total expenditures = \$46.3M
- Total expenditures are 8.6% (\$4.3M) < budget target
- Primarily due to position vacancies and timing of one-time expenditures
- June 2021 CPI-W for Seattle metro area was 6.3%

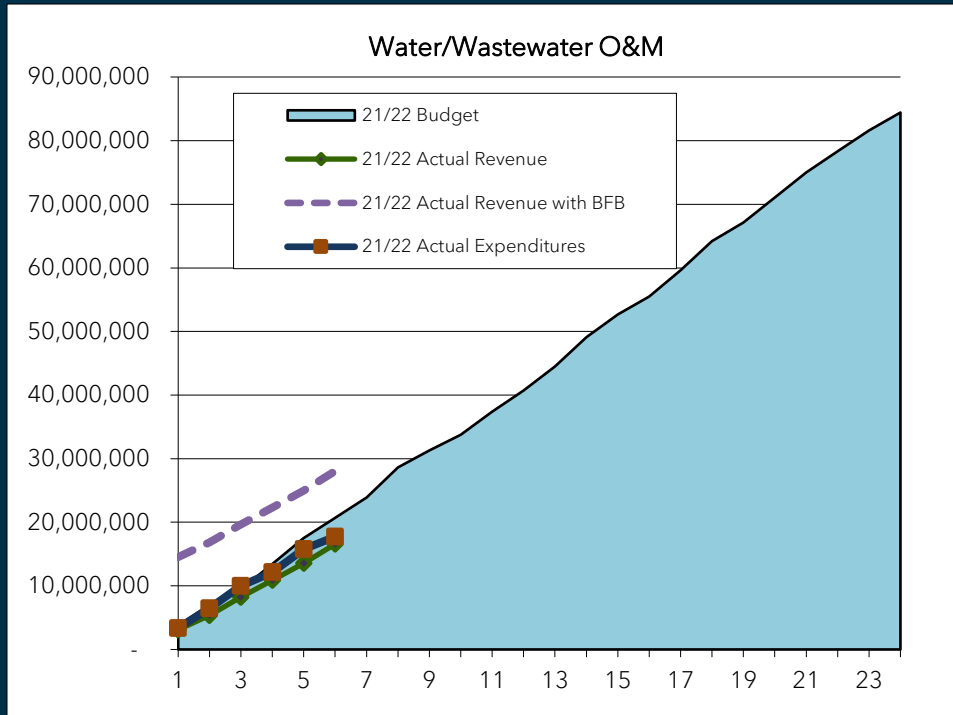
# General Fund

## Ongoing Revenues vs. Ongoing Expenditures



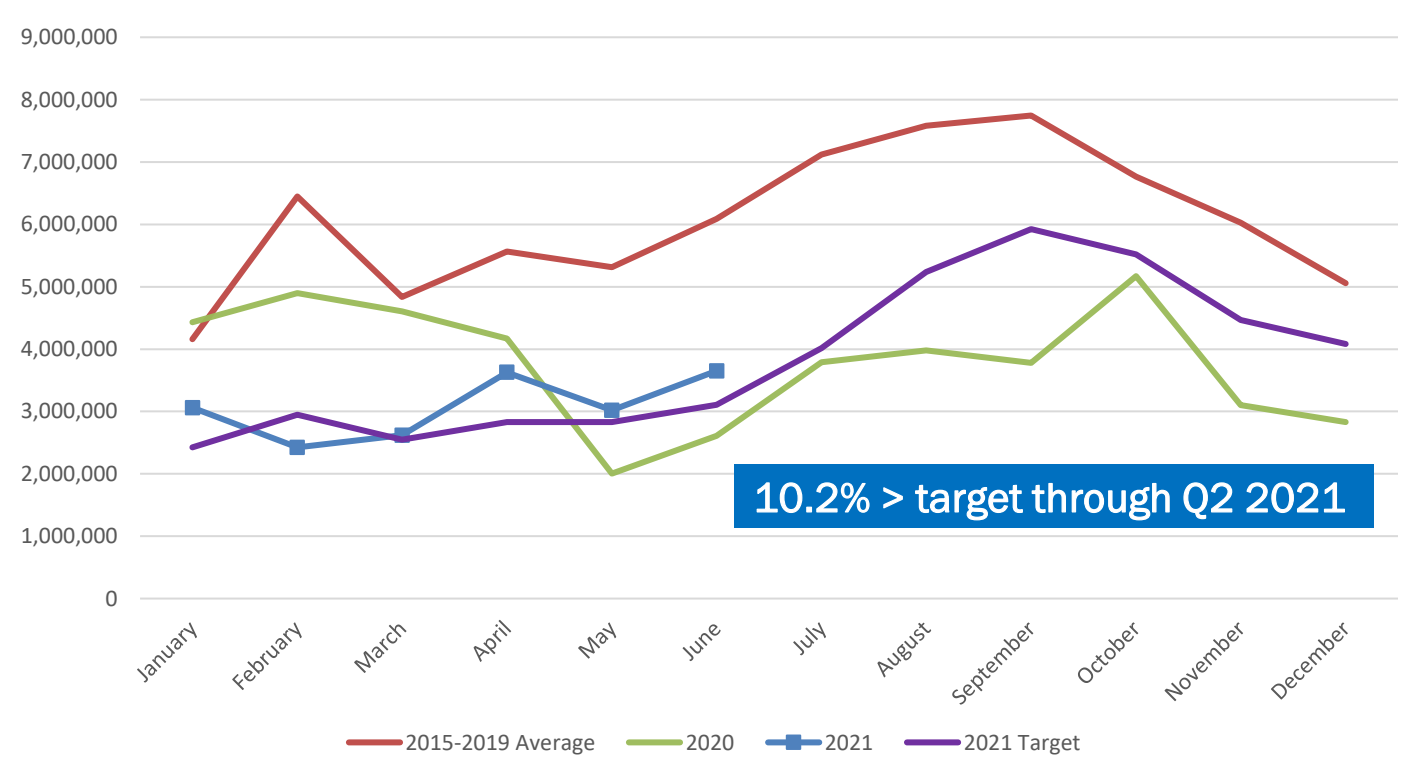
# Water/Wastewater M&O Fund

## Budget to Actual Through Q2 2021

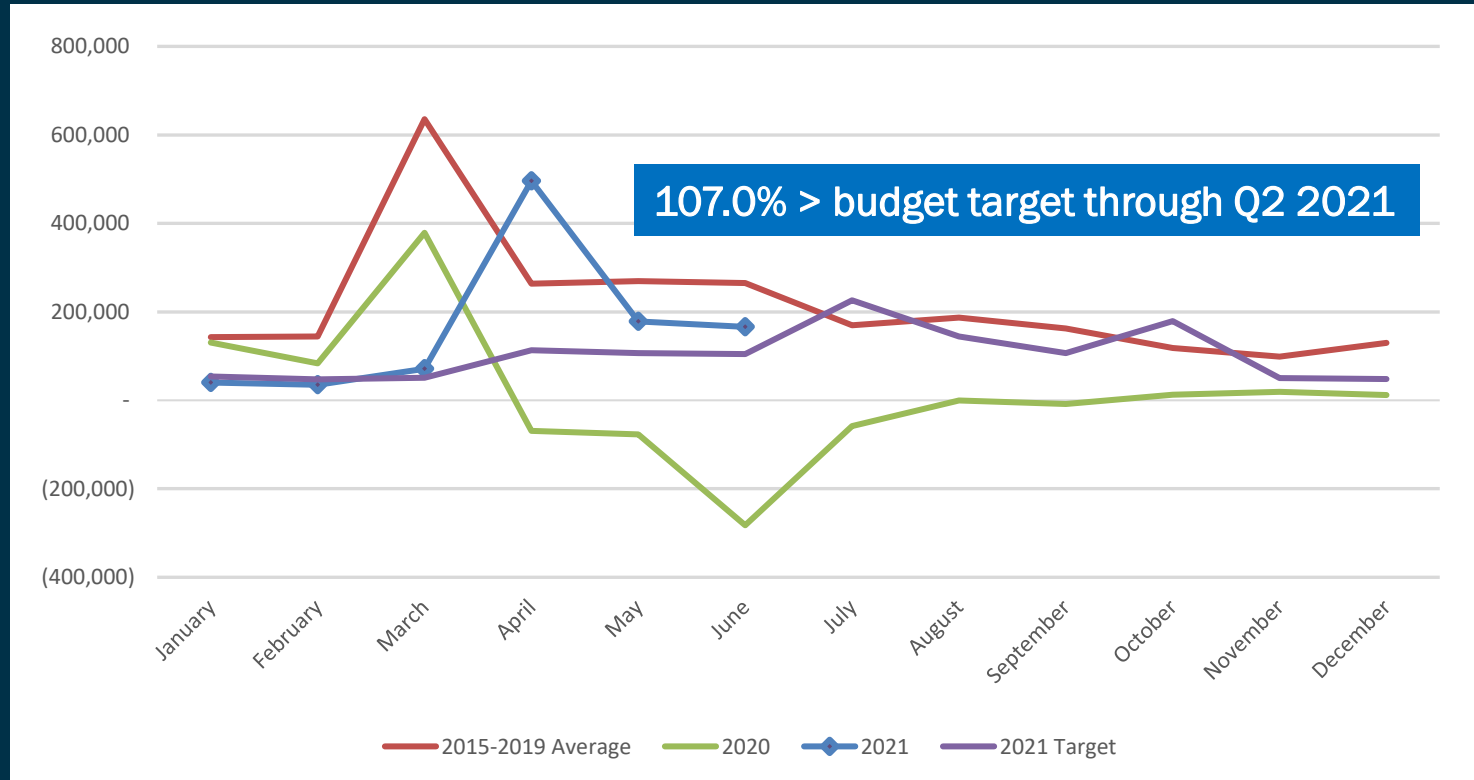


- Total revenues are 6.9% (\$1.1M) < total expenditures
- Primary drivers are:
  - Lower commercial water consumption due to pandemic
  - Higher irrigation in summer months (resulting in higher revenues in Q3 2021)
  - Large Cascade Water Alliance payment in Q1 2021
- Commercial water sales are improving, but still well below historical average

# Commercial Water Consumption



# Recreation Activity Fund Revenues





# Capital Investment Program Funds

Fund	Budget	Expenditures	% Expended
CIP Maintenance	\$30,836,985	\$11,806,075	38.3%
General CIP	47,913,675	6,950,764	14.5%
Utility CIP	55,848,101	7,691,171	13.8%
<b>Grand Total</b>	<b>\$134,598,761</b>	<b>\$26,448,010</b>	<b>19.7%</b>

Total CIP expenditures are 19.7% of budget at 25% point of the biennium

Projects of note:

- **General CIP:** Transportation projects associated with Sound Transit and Microsoft
- **Facilities Master Plan:** Redmond Senior and Community Center rebuild and Seismic Upgrades to Fire Stations
- **Utility CIP:** Pump Station Replacements and Pressure Reducing Valves

# July 27 FAC Follow-up Items

- General Fund balance and reserves update
  - Can provide as part of next quarterly financial report in Nov
  - Need clarification on what Council wants to see
- Budget forecast update
  - Will provide as part of next quarterly financial report in Nov
- Business license update
  - Will provide as part of next quarterly financial report in Nov



CityofRedmond  
WASHINGTON

Chip Corder

Finance Director

425-556-2189

[ccorder@redmond.gov](mailto:ccorder@redmond.gov)



Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-134  
Type: New Business

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

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

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
Planning and Community Development	Sarah Pyle	Community Development & Implementation Manager
Planning and Community Development	Kim Dietz	Principal Planner

TITLE:

Adoption of an Ordinance for the Interim Official Control Regulating Permanent Supportive Housing, Transitional Housing, Emergency Housing, and Emergency Shelters

1. Ordinance No. 3059: An Ordinance of the City of Redmond, Washington, Imposing an Interim Official Control to Amend Article I, Article II, and Article VII of the Redmond Zoning Code to Align Homeless Shelter Regulations with State Adopted Definitions and to Implement the Preemption Adopted by House Bill 1220 that Allows Permanent Supportive Housing and Transitional Housing in All Zoning Districts Where Residential Dwellings and/or Hotels are Allowed and to Allow Emergency Housing and Emergency Shelters in All Zoning Districts Where Hotels are Allowed, Setting the Date for a Public Hearing on the Interim Official Control, Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Adoption of an ordinance imposing Interim Official Control to amend portions of the Redmond Zoning Code (RZC) to align City homeless shelter regulations with state adopted definitions and to implement the preemption adopted by House Bill (HB) 1220 that allows Permanent Supportive Housing and Transitional Housing in all zoning districts where residential dwellings and/or hotels are allowed, and to allow Emergency Housing and Emergency Shelters in all zoning districts where hotels are allowed, for conformance and consistency with state law; setting the date for a public hearing on the Interim Official Control providing for severability; and establishing an effective date.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Revised Code of Washington (RCW), HB 1220, Comprehensive Plan, Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan.

- **Required:**  
The Interim Official Control is necessary to increase alignment of the Redmond Zoning Code’s provision of Social Assistance, Welfare, and Charitable Services (RZC) with Washington State HB 1220, which became effective on July 25. On that date, the new state law mandated that cities allow permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed. In addition, and by September 30, HB 1220 requires that cities allow indoor emergency shelters and indoor emergency housing in all zoning districts where hotels are allowed. The amendments proposed herein reflect greater alignment with the new state laws and provide for a limited number of implementing standards consistent with the City’s vision, goals, policies, and strategic plans.

Since this is an interim official control, a public hearing will be required within 60 days of the enactment of this Ordinance. Council is also asked to initiate the development and processing of permanent regulations during the effective period of this Ordinance.

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

**OUTCOMES:**

HB 1220 was signed into law in May 2021 and went into effect on July 25, 2021. In part, the bill amends several sections in the Growth Management Act, chapter 36.70A RCW, and the Code City provisions, chapter 35A.21 RCW, to require cities to implement the following:

- Allow permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed; and
- Allow indoor emergency housing and indoor emergency shelter in all zoning districts where hotels are allowed.

HB 1220 also grants cities the limited ability to impose reasonable regulations regarding spacing, occupancy, and intensity of use standards to protect public health and safety. The City’s ability to prohibit these uses in any of the identified zones has been preempted by the state.

Though these types of land uses are currently supported by human service and housing policies and by land use regulations for social assistance, welfare, and charitable services, the Redmond Zoning Code does not define nor clarify the provisions through which permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelter are permitted consistent with HB 1220. Therefore, interim amendments to the RZC are necessary to enhance alignment with and provide necessary guidance for implementation that is consistent with the new legislation, the city’s Comprehensive Plan, Human Services Strategic Plan, Housing Action Plan and Community Strategic Plan.

Consistent with HB 1220, the Interim Official Control would add appropriate use chart notes clarifying that permanent supportive housing and transitional housing uses are permitted in the zoning districts where residential dwellings and/or hotels are allowed, subject to applicable land use approvals.

- Permanent Supportive Housing and Transitional Housing Permanent supportive housing, as defined under RCW 36.70A.030(16):
  - ... *subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the residents' health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.*
- Transitional housing, as defined under RCW 84.36.043:
  - *A project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.*

HB 1220 also included two new definitions for the Growth Management Act, per RCW 36.70A.030. Consistent with HB 1220, the Interim Official Control would add appropriate use chart notes clarifying that emergency housing and emergency shelters are permitted in the zoning districts where hotels are allowed, subject to applicable land use approvals.

- Emergency Housing:
  - *Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.*
- Emergency Shelter:
  - *A facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.*

Notice and a public hearing are not necessary prior to adoption of an interim official control, to allow for the regulations to be put in place quickly. However, a public hearing must be held within 60 days of its adoption. In addition, the Growth Management Act, RCW 36.70A.390, states that this Interim Official Control may be effective for one year if a work plan is adopted, and if necessary, may be renewed for one or more six-month period if a subsequent public hearing is held and findings of fact are made prior to each successive renewal.

A redlined strike-draft of the Interim Official Control is included as Attachment A.

The ordinance, Attachment B, provides for the amendments made by the Interim Official Control to be consolidated with

the Redmond Zoning Code Rewrite that will be presented to the Planning Commission shortly for review and recommendation to the Council.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Adoption is requested on the night of introduction as an emergency official control. This will ensure expeditious compliance with state law provisions that went into effect in July.
- **Outreach Methods and Results:**  
Outreach will be conducted over the next six months, during development of the permanent regulations.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

There is no fiscal impact associated with this proposed amendment to the Redmond Zoning Code. Staff working on this amendment are funded through the adopted budget.

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

**Budget Offer Number:**

000250 - Community and Economic Development

**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
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/5/2021	Business Meeting Hold Public Hearing	Receive Information

**Time Constraints:**

The Interim Official Control is necessary to bring the Redmond Zoning Code (RZC) into conformance with Washington State House Bill (HB) 1220, which became effective on July 25, 2021. On that date, the new state law mandated that cities allow permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed. In addition, and by September 30, 2021, HB 1220 requires that cities allow indoor emergency shelters and indoor emergency housing in all zoning districts where hotels are allowed.

**ANTICIPATED RESULT IF NOT APPROVED:**

This Interim Official Control is necessary to bring the Redmond Zoning Code (RZC) into conformance with state law. In the absence of regulatory specificity at the local level, applicants for development of residential dwellings and for the provision of essential community services would not have access to the clarity and provisions proposed herein.

**ATTACHMENTS:**

- A. Redlined strike-draft of the Interim Official Control
- B. Ordinance





Memorandum

Date: 8/17/2021  
Meeting of: City Council

File No. AM No. 21-134  
Type: New Business

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

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

Planning and Community Development	Beverly Mesa-Zendt	Deputy Director
Planning and Community Development	Sarah Pyle	Community Development & Implementation Manager
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OVERVIEW STATEMENT:

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Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Revised Code of Washington (RCW), HB 1220, Comprehensive Plan, Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan.
- **Required:**  
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Since this is an interim official control, a public hearing will be required within 60 days of the enactment of this Ordinance. Council is also asked to initiate the development and processing of permanent regulations during the effective period of this Ordinance.

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

**OUTCOMES:**

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- Allow permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed; and
- Allow indoor emergency housing and indoor emergency shelter in all zoning districts where hotels are allowed.

HB 1220 also grants cities the limited ability to impose reasonable regulations regarding spacing, occupancy, and intensity of use standards to protect public health and safety. The City’s ability to prohibit these uses in any of the identified zones has been preempted by the state.

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Consistent with HB 1220, the Interim Official Control would add appropriate use chart notes clarifying that permanent supportive housing and transitional housing uses are permitted in the zoning districts where residential dwellings and/or hotels are allowed, subject to applicable land use approvals.

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A redlined strike-draft of the Interim Official Control is included as Attachment A.

The ordinance, Attachment B, provides for the amendments made by the Interim Official Control to be consolidated with

the Redmond Zoning Code Rewrite that will be presented to the Planning Commission shortly for review and recommendation to the Council.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Adoption is requested on the night of introduction as an emergency official control. This will ensure expeditious compliance with state law provisions that went into effect in July.
- **Outreach Methods and Results:**  
Outreach will be conducted over the next six months, during development of the permanent regulations.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

There is no fiscal impact associated with this proposed amendment to the Redmond Zoning Code. Staff working on this amendment are funded through the adopted budget.

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

**Budget Offer Number:**

000250 - Community and Economic Development

**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
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/5/2021	Business Meeting Hold Public Hearing	Receive Information

**Time Constraints:**

The Interim Official Control is necessary to bring the Redmond Zoning Code (RZC) into conformance with Washington State House Bill (HB) 1220, which became effective on July 25, 2021. On that date, the new state law mandated that cities allow permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed. In addition, and by September 30, 2021, HB 1220 requires that cities allow indoor emergency shelters and indoor emergency housing in all zoning districts where hotels are allowed.

**ANTICIPATED RESULT IF NOT APPROVED:**

This Interim Official Control is necessary to bring the Redmond Zoning Code (RZC) into conformance with state law. In the absence of regulatory specificity at the local level, applicants for development of residential dwellings and for the provision of essential community services would not have access to the clarity and provisions proposed herein.

**ATTACHMENTS:**

- A. Redlined strike-draft of the Interim Official Control
- B. Ordinance

## FINAL DRAFT PROPOSED AMENDMENTS FOR LEGAL REVIEW:

**The following amendments provide new definitions as cross-reference to established definitions of the RCW, per HB-1220.**

### **21.78 Definitions**

#### **NEW definitions reflecting requirements of HB-1220:**

Emergency Housing. Emergency housing has the same meaning as RCW 36.70A.030 "Emergency housing" and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Housing.

Emergency Shelter. Emergency shelter has the same meaning as RCW 36.70A.030 "Emergency shelter" and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Shelter.

Permanent Supportive Housing. Permanent supportive housing has the same meaning as RCW 36.70A.030 "Permanent supportive housing" and as thereafter amended.

Transitional Housing. Transitional housing has the same meaning as RCW 84.36.043 "Transitional housing" and as thereafter amended.

**The following amendments provide clarity within individual zoning districts regarding the allowance of Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and Emergency Housing, consistent with the RCW and per HB-1220.**

### **Article I Zone Based Regulations**

#### **21.04.030 Comprehensive Allowed Uses Chart.**

A. **Generally.** This chart is meant to serve as a compilation of permitted uses within each of the individual zone summaries. It does not include all the specific use limitations or requirements that may apply. Please refer to the individual zone summaries for special use requirements or limitations.

B. **Residential Zones.**

**Table 21.04.030A  
Comprehensive Allowed Uses Chart: Residential Zones<sup>1,2</sup>**

<i>Online Users: Click on District Abbreviation to View Map --&gt;</i>	<u>UR</u>	<u>RA5</u>	<u>R1</u>	<u>R3</u>	<u>R4, R5</u>	<u>R6</u>	<u>R8</u>	<u>RIN</u>	<u>R12, R18, R20, R30</u>	<u>MDD3</u>	<u>NDD1</u>
<b>Residential</b>											
Detached dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Size-limited dwelling		P	P	P	P	P	P	P	P	P	P
Cottage					P	P	P	P		P	P
Accessory dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Attached dwelling unit					P/C	P/C	P/C	P/C	P/C	P	P
Manufactured home		P	P	P	P	P	P	P	P	P	P
Multifamily structure									P	P	P
Dormitory										P	
Residential suite										P	
Mixed-use residential structure											
Housing services for the elderly									P/C	P	P
Adult family home		P	P	P	P	P	P	P	P	P	P
Long-term care facility									C	P	P
Residential care facility		C	C	C	C	C	C	C	C	P	P
Retirement residence					P/C	P/C	P/C	C	P/C	P	P
<b>General Sales or Service</b>											
...											
Hotels, motels and other accommodation services											
Bed and breakfast inn	P/C	P	P/C	P	P	P	P	P			
Hotel or motel											
...											
<u>Notes:</u>											

Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones <sup>1,2</sup>											
<i>Online Users: Click on District Abbreviation to View Map --&gt;</i>	<u>UR</u>	<u>RA5</u>	<u>R1</u>	<u>R3</u>	<u>R4,</u> <u>R5</u>	<u>R6</u>	<u>R8</u>	<u>RIN</u>	<u>R12,</u> <u>R18,</u> <u>R20,</u> <u>R30</u>	<u>MDD3</u>	<u>NDD1</u>
<p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to chapter RZC 21.60 Emergency Shelter and Emergency Housing.</p>											

C. **Nonresidential Zones.**

Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones <sup>1,2</sup>											
<i>Online Users: Click on District Abbreviation to View Map --&gt;</i>	<u>NC-1</u>	<u>NC-2</u>	<u>GC</u>	<u>BP</u>	<u>MP</u>	<u>I</u>	<u>RR</u>	<u>BCDD1</u>	<u>BCDD2</u>	<u>NDD2,</u> <u>NDD3</u>	<u>MDD4</u>
<b>Residential</b>											
Detached dwelling unit	P	P						P			
Size-limited dwelling	P	P									
Cottage	P	P									
Accessory dwelling unit	P	P									
Attached dwelling unit	P	P									
Manufactured home	P	P									
Multifamily structure	P	P	P					P			
Dormitory											
Residential suite											
Mixed-use residential structure	P	P	P	P							
Housing services for the elderly								P			
Adult family home											
Long-term care facility								P			



Table 21.04.030B											
Comprehensive Allowed Uses Chart: Nonresidential Zones <sup>1,2</sup>											
<i>Online Users: Click on District Abbreviation to View Map --&gt;</i>	<u>NC-1</u>	<u>NC-2</u>	<u>GC</u>	<u>BP</u>	<u>MP</u>	<u>I</u>	<u>RR</u>	<u>BCDD1</u>	<u>BCDD2</u>	<u>NDD2, NDD3</u>	<u>MDD4</u>
Residential care facility								P			
Retirement residence								P			
<b>General Sales or Service</b>											
...											
Hotels, motels and other accommodation services											
Bed and breakfast inn											
Hotel or motel			P				P				
...											
<u>Notes:</u>											
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.											
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.											

D. **Mixed Use Zones.**

Table 21.04.030C											
Comprehensive Allowed Uses Chart: Mixed Use Zones <sup>1,2</sup>											
<i>Online Users: Click on District Abbreviation to View Map --&gt;</i>	<u>OT,</u> <u>AP,</u> <u>TWNC,</u> <u>BC,</u> <u>VV,</u> <u>TR,</u> <u>SMT,</u> <u>TSQ,</u> <u>RVBD</u>	<u>RVT,</u> <u>CTR,</u> <u>EH</u>	<u>OV1,</u> <u>OV2,</u> <u>OV3</u>	OV4	OV5	OBAT	MDD1	MDD2	MDD5	NWDD	
<b>Residential</b>											
Detached dwelling unit											

Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones <sup>1,2</sup>										
Online Users: Click on District Abbreviation to View Map -->	<u>OT,</u>									
	<u>AP,</u>									
	<u>TWNC,</u>									
	<u>BC,</u>	<u>RVT,</u>	<u>OV1,</u>							
	<u>VV,</u>	<u>CTR,</u>	<u>OV2,</u>	OV4	OV5	OBAT	MDD1	MDD2	MDD5	NWDD
	<u>TR,</u>	<u>EH</u>	<u>OV3</u>							
	<u>SMT,</u>									
	<u>TSQ,</u>									
	<u>RVBD</u>									
Size-limited dwelling										
Cottage										
Accessory dwelling unit										
Attached dwelling unit									P	P
Manufactured home										
Multifamily structure	P	P	P	P	P	P	P	P	P	P
Dormitory	P	P	P	P	P	P	P	P	P	
Residential suite	P	P	P	P	P	P	P	P		
Mixed-use residential structure	P	P	P	P	P	P	P	P	P	P
Housing services for the elderly	P	P	P	P	P		P	P	P	
Adult family home										
Long-term care facility	P	P	P	P	P		P	P	P	
Residential care facility	P	P	P	P	P		P	P	P	
Retirement residence	P	P	P	P	P		P	P	P	
<b>General Sales or Service</b>										
...										
Hotels, motels and other accommodation services	P		P	P	P		P	P	P	
Bed and breakfast inn	P		P	P	P		P	P	P	
Hotel or motel	P		P	P	P		P	P	P	

Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones <sup>1,2</sup>										
<b>Online Users: Click on District Abbreviation to View Map --&gt;</b>	<a href="#">OT,</a>									
	<a href="#">AP,</a>									
	<a href="#">TWNC,</a>									
	<a href="#">BC,</a>	<a href="#">RVT,</a>	<a href="#">OV1,</a>							
	<a href="#">VV,</a>	<a href="#">CTR,</a>	<a href="#">OV2,</a>	OV4	OV5	OBAT	MDD1	MDD2	MDD5	NWDD
	<a href="#">TR,</a>	<a href="#">EH</a>	<a href="#">OV3</a>							
	<a href="#">SMT,</a>									
	<a href="#">TSQ,</a>									
	<a href="#">RVBD</a>									
	...									

**Notes:**  
 1. [Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.](#)  
 2. [Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.](#)

**21.08.020 RA-5 Semirural Residential.**

...

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the RA-5 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020, Overview of the Development Process](#), for more information. Uses not listed are not permitted.

Table 21.08.020C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> for specific regulations which may apply.
5	Residential care facility	Dwelling unit (2.0)	A Conditional Use Permit is required
6	Adult family homes		
...			
<u>Notes:</u> <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			

### 21.08.030 R-1 Single-Family Constrained Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-1 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.08.030C</b>			
<b>Allowed Uses and Special Regulations</b>			
<b>Section</b>	<b>Use</b>	<b>Parking Ratio: Unit of measure (Minimum required; Maximum allowed)</b>	<b>Special Regulations</b>
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p>			

## **21.08.040 R-2 Single-Family Constrained Residential.**

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-2 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.08.040C</b>			
<b>Allowed Uses and Special Regulations</b>			
<b>Section</b>	<b>Use</b>	<b>Parking Ratio: Unit of measure (Minimum required; Maximum allowed)</b>	<b>Special Regulations</b>
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

### **21.08.050 R-3 Single-Family Constrained Residential.**

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-3 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.08.050C</b>			
<b>Allowed Uses and Special Regulations</b>			
<b>Section</b>	<b>Use</b>	<b>Parking Ratio: Unit of measure (Minimum required; Maximum allowed)</b>	<b>Special Regulations</b>
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

## **21.08.060 R-4 Single-Family Urban Residential.**

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-4 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.060C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. See RZC <a href="#">21.08.290</a> , Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations which may apply.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC <a href="#">21.08.170.E.2.a.ii</a> , <i>Small Lot Short Plats</i> , for specific regulations which may apply.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, Southeast Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC <a href="#">21.08.260</a> , <i>Attached Dwelling Units</i> , for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home	Dwelling unit (2.0)	Please see RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.



<b>Table 21.08.060C</b>			
<b>Allowed Uses and Special Regulations</b>			
<b>Section</b>	<b>Use</b>	<b>Parking Ratio: Unit of measure (Minimum required; Maximum allowed)</b>	<b>Special Regulations</b>
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC <a href="#">21.08.370</a> , <i>Retirement Residences</i> , for specific regulations which may apply.  B. Parking requirements are as follows:  1. With no skilled nursing facility: Unit (1.0, 1.0)  2. With skilled nursing facility: Worker on largest shift (1.25, 1.25)  C. A Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

### **21.08.070 RIN (Residential Innovative) Single-Family Urban Residential.**

C. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the RIN zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.08.070B</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	<p>A. Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential and Willows/Rose Hill neighborhoods.</p> <p>B. Cottage housing in the RIN zone shall comply with the requirements of RZC <a href="#">21.08.290</a>, <i>Cottage Housing Developments</i>. Site requirements that may be applicable for cottage housing and are not specified in RZC <a href="#">21.08.290</a>, <i>R-6 Single-Family Urban Residences</i>, such as average lot size, are provided by the zone summary for the R-6 zone. (See RZC <a href="#">21.08.090</a>.)</p>
3	Size-limited dwelling	Dwelling unit (2.0)	
4	Accessory dwelling unit (ADU)	ADU (1.0)	<p>A. See RZC <a href="#">21.08.220</a>, <i>Accessory Dwelling Units</i>, for specific regulations which apply to ADUs.</p> <p>B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.</p>
5	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	<p>A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above.</p> <p>B. Please see RZC <a href="#">21.08.260</a>, <i>Attached Dwelling Units</i>, for specific neighborhood requirements related to density, design, and review and decision procedures.</p>
6	Manufactured home		See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.

<b>Table 21.08.070B</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
7	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC <a href="#">21.08.370</a> , <i>Retirement Residences</i> , for specific regulations which may apply.  B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25)  C. A Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
8	Residential care facility		A Conditional Use Permit is required.
9	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

### **21.08.080 R-5 Single-Family Urban Residential.**

D. ***Allowed Uses and Special Regulations.*** The following table contains special zoning regulations that apply to uses in the R-5 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.08.080C</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC <a href="#">21.08.170.E.2.a.ii</a> for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which apply to ADUs. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC <a href="#">21.08.260</a> for specific neighborhood requirements related to density, design, and review and decision procedures.
7	Manufactured home		See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which apply to Manufactured Housing
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is

<b>Table 21.08.080C</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			required. See RZC <a href="#">21.08.370</a> , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			

## **21.08.090 R-6 Single-Family Urban Residential.**

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-6 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.08.090C</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC <a href="#">21.08.170.E.2.a.ii</a> , <i>Small Lot Short Plats</i> , for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Bear Creek, Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC <a href="#">21.08.260</a> , <i>Attached Dwelling Units</i> , for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home		See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is

<b>Table 21.08.090C Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			required. See RZC <a href="#">21.08.370</a> , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

## 21.08.100 R-8 Single-Family Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-8 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.100C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC <a href="#">21.08.170.E.2.a.ii</a> for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) 2-bedroom dwelling unit (1.8) 3+- bedroom dwelling unit (2.0)	A. Permitted use in all neighborhoods with the exception of Willows/Rose Hill. B. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. C. Please see RZC <a href="#">21.08.260</a> , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
7	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is



<b>Table 21.08.100C</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			required. See RZC <a href="#">21.08.370</a> , <i>Retirement Residences</i> , for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			

## 21.08.110 R-12 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-12 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.110C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC <a href="#">21.08.260</a> , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC <a href="#">21.08.360</a> , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)

<b>Table 21.08.110C Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
8	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

## 21.08.120 R-18 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-18 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.120C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC <a href="#">21.08.260</a> , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	A. See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC <a href="#">21.08.360</a> , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)

Table 21.08.120C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
8	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			

### 21.08.130 R-20 Multifamily Urban Residential.

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-20 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.130C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC <a href="#">21.08.260</a> , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC <a href="#">21.08.360</a> , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)

<b>Table 21.08.130C</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
8	Adult family home	Dwelling unit (2.0)	
...			
<u>Notes:</u> <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			

## **21.08.140 R-30 Multifamily Urban Residential.**

D. **Allowed Uses and Special Regulations.** The following table contains special zoning regulations that apply to uses in the R-30 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.08.140C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (min. required; max. allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC <a href="#">21.08.220</a> , <i>Accessory Dwelling Units</i> , for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC <a href="#">21.08.260</a> , <i>Attached Dwelling Units</i> , for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC <a href="#">21.08.320</a> , <i>Designated Manufactured Homes, Manufactured Homes, and Mobile Homes</i> , for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC <a href="#">21.08.360</a> , <i>Retirement Residences</i> , for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)



<b>Table 21.08.140C</b>			
<b>Allowed Uses and Special Regulations</b>			
Section	Use	Parking Ratio: unit of measure (min. required; max. allowed)	Special Regulations
			2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC <a href="#">21.08.370.C.3.b.iii</a> .
8	Adult family home	Dwelling unit (2.0)	
...			
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p>			

### 21.10.030 Old Town (OT) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.10.030C</b>			
<b>Allowed Uses and Basic Development Standards</b>			
<b>Section</b>	<b>Use</b>	<b>Parking Ratio: Unit of Measure Minimum required, Maximum allowed</b>	<b>Special Regulations</b>
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units		A. Maximum density per lot dependent upon size and width of lot, per RZC <a href="#">21.10.130.B</a> , <i>Downtown Residential Densities Chart</i> .
2	Multifamily Structure, Mixed-Use Residential	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses. Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets, per RZC <a href="#">21.62.020.F.5</a> , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection.  C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> , <i>Applicability</i> .
...			
<b>General Sales or Service</b>			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<u>Notes:</u>			
<a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			
<a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a>			

## 21.10.040 Anderson Park (AP) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.040C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <a href="#">21.10.130.B</a> , <i>Downtown Residential Densities Chart</i> . B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, <i>Downtown Pedestrian System</i> , or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <a href="#">21.76.070.C</a> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <a href="#">21.62.020.F.5</a> , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> .
2	Multifamily Structure, Mixed-Use Residential		
...			
<b>General Sales or Service</b>			
...			
7	Hotels, Motels, and Other	Rental room (1.0, 1.0)	

Table 21.10.040C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
	Accommodation Services <sup>1,2</sup>		
...			
<p><u>Notes:</u></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>			

### 21.10.050 Town Center (TWNC) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.050C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest	

Table 21.10.050C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
2	Multifamily Structure, Mixed-Use Residential	space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <a href="#">21.10.130.B</a> , <i>Downtown Residential Densities Chart</i> . B. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> , <i>Applicability</i> .
...			
<b>General Sales or Service</b>			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0) Conference center space: adequate to accommodate peak use	
...			
<p><u>Notes:</u></p> <p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p> <p><a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a></p>			

**21.10.060 Bear Creek (BC), Valley View (VV), and Trestle (TR) Zones.**

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that

use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

<b>Table 21.10.060C</b>			
<b>Allowed Uses and Basic Development Standards</b>			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <a href="#">21.10.130.B</a> , <i>Downtown Residential Densities Chart</i> . Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <a href="#">21.76.070.C</a> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <a href="#">21.62.020.F.5</a> , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection.  B. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> , <i>Applicability</i> .
2	Multifamily Structure, Mixed-Use Residential		
...			
<b>General Sales or Service</b>			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<u>Notes:</u>			
<a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			

Table 21.10.060C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<p><a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a></p>			

## 21.10.070 Sammamish Trail (SMT) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.070C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the	A. Maximum density per lot dependent upon size and width of lot, per RZC <a href="#">21.10.130.B</a> , <i>Downtown Residential Densities Chart</i> . B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <a href="#">21.76.070.C</a> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per
2	Multifamily Structure, Mixed-Use Residential		

<b>Table 21.10.070C</b>			
<b>Allowed Uses and Basic Development Standards</b>			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
		required off-street parking.	RZC <a href="#">21.62.020.F.5</a> , <i>Ground Floor Residential Uses on Type II Pedestrian Streets</i> , but not within the shorter distance of 50 feet or a quarter-block length from a street intersection.  C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> , <i>Applicability</i> .
...			
<b>General Sales or Service</b>			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<b>Notes:</b>			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.			
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.			

## 21.10.080 Town Square (TSQ) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.



<b>Table 21.10.080C</b>			
<b>Allowed Uses and Basic Development Standards</b>			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <a href="#">21.10.130.B</a> , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <a href="#">21.76.070.C</a> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <a href="#">21.62.020.F.5</a> , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> , Applicability.
2	Multifamily Structure, Mixed-Use Residential		
...			
<b>General Sales and Services</b>			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<b>Notes:</b>			
1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.			
2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.			

## 21.10.090 River Bend (RVBD) Zone.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.090C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units	A. Maximum density per lot dependent upon size and width of lot, per RZC <a href="#">21.10.130.B</a> , <i>Downtown Residential Densities Chart</i> .
2	Multifamily Structure, Mixed-Use Residential	for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System Map, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except by establishment of an Administrative Design Flexibility per RZC <a href="#">21.76.070.C</a> . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> .
...			
<b>General Sales or Service</b>			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<u>Notes:</u>			

Table 21.10.090C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p> <p><a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a></p>			

### 21.10.100 River Trail (RVT), Carter (CTR), and East Hill (EH) Zones.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.10.100C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	<p>A. Maximum density per lot dependent upon size and width of lot, RZC <a href="#">21.10.130.B</a>, <i>Downtown Residential Densities Chart</i>.</p> <p>B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility</p>
2	Multifamily Structure, Mixed-Use Residential		

Table 21.10.100C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
			per RZC <a href="#">21.76.070.C</a> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <a href="#">21.62.020.F.5</a> . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <a href="#">21.20.020</a> , <i>Applicability</i> .
...			
<p><u>Notes:</u></p> <p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

## 21.12.040 OV Zone 1.

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 1. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = Land use
3. *Max.* FAR = Maximum floor area ratio
  - a. Base = Maximum FAR without any incentives applied
  - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
  - c. w/50% Res. = With 50 percent residential
  - d. w/IP = With incentive program
4. *Min.* Res. Floor Area = Minimum Residential Floor Area
5. *Max.* Height = Maximum Height
  - a. Base = Maximum height without any incentives applied

- b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
- c. w/IP = With incentive program
- 6. Max. ISR / Min. LSR = Maximum impervious surface / minimum landscaped area
- 7. Parking Ratio = Parking ratio for the use
- 8. Special Regulations = Special regulations that apply to the use

Table 21.12.040B							
Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
<b>Residential<sup>1</sup></b>							
1	Multifamily Structure	2.5;	50%	5;	85%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC <a href="#">21.12.170</a> , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 2.5; 4		6; 8	/ 15%		
...							
<b>General sales or services</b>							
...							
7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	1.2; 1.2; 1.2; 1.35	50%	4; 5; 8	85% / 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC <a href="#">21.12.170</a> , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
...							
<b>Notes:</b>							

Table 21.12.040B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
<p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p> <p><a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a></p>							

**21.12.050 OV Zone 2.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 2. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.12.050B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
<b>Residential<sup>1</sup></b>							
1	Multifamily Structure	2.5;	25%	5;	85%;	plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC <a href="#">21.12.170</a> , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 2.5; 4.0					
...							
<b>General sales or services</b>							
...							
7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	1.2; 1.2; 1.2; 1.	25%	4; 5; 8	85%; 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC <a href="#">21.12.170</a> , <i>OV Incentive Program</i> , on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
...							
<p><b>Notes:</b></p> <p>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</p> <p>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</p>							

**21.12.060 OV Zone 3.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 3. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.12.060B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
<b>Residential<sup>1</sup></b>							
1	Multifamily Structure	2.5; 2.5;	25%	5;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	2.5; 4.0		6; 9			
...							
<b>General sales or services</b>							
...							
7	Hotels, Motels and Other	1.2; 1.2;	25%	4; 5; 9	85%; 15%	Rental room (1.0, 1.0)	



Table 21.12.060B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP		Base; w / TDRs or GBP; w / IP			
	Accommodation Services <sup>1,2</sup>	1.2; 1.35					
...							
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p> <p><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></p>							

**21.12.070 OV Zone 4.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 4. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

**Table 21.12.070B  
Allowed Uses and Basic Development Standards**

§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP		Base; w / TDRs or GBP; w / IP			

**Residential<sup>1</sup>**

1	Multifamily Structure						<p>A. An applicant may use an alternate method to calculate the 50 percent minimum residential floor area requirement for a proposed Master Plan. If used, the alternative method shall be described in a Development Agreement for the proposed Master Plan, and shall meet the intent of the 50 percent residential floor area requirement, which is described above in RZC <a href="#">21.12.070.A, Purpose</a>.</p> <p>B. 2. Height not to exceed 125 feet through Overlake Village Incentive Program.</p>
2	Mixed-Use Residential	2.5; 2.5; 4.0	50%	5; 6; 12	85%; 20%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	

...

**General sales or services**

...

7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	.4; .47; 1.2	50%	4; 5; 12	85%; 20%	Rental room (1.0, 1.0)	Height not to exceed 135 feet through Overlake Village Incentive Program.
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...

**Notes:**  
[1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.](#)  
[2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.](#)

**21.12.080 OV Zone 5.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in Zone 5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.12.080B							
Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP		Base; w / TDRs or GBP; w / IP			
<b>Residential<sup>1</sup></b>							
1	Multifamily Structure	2.5;	0%	5;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	2.5; 4.0		5; 5			
...							
<b>General sales or services</b>							
...							
7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	1.2; 1.2; 1.35	0%	4; 5; 5	85%; 15%	Rental room (1.0, 1.0)	
...							
<a href="#">Notes:</a>							

Table 21.12.080B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR / Min. LSR	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP		Base; w / TDRs or GBP; w / IP			
							<p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p> <p><a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a></p>

**21.12.210 OBAT Allowed Uses and Basic Development Standards.**

A. **Allowed Uses and Basic Development Standards.** The following table (see below) contains the basic zoning regulations that apply to uses in the Overlake Business and Advanced Technology (OBAT) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.12.210A OBAT Allowed Uses and Basic Development Standards					
§	Use	Max. FAR	Max. Height	Parking Ratio:Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP	Base; w / TDRs or GBP		
<b>Residential<sup>1</sup></b>					
1	Multifamily Structures			Unit (1.0, 2.25) plus 1 guest space per 4	
2	Mixed-Use Residential	1.0; 1.0	5; 6	units for projects of 6 units or more	
...					
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>					

**21.13.070 MDD1.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD1. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use

4. Special Regulations: Special regulations that apply to the use

<b>Table 21.13.070B</b>			
<b>Allowed Uses and Basic Development Standards</b>			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
<b>Residential<sup>1</sup></b>			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
<b>General Sales or Service</b>			
...			
7	Hotel, motel or other accommodation services <sup>1,2</sup>	Rental room (1,1)	
...			
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p> <p><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></p>			

**21.13.080 MDD2.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD2. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to

that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

<b>Table 21.13.080B</b>			
<b>Allowed Uses and Basic Development Standards</b>			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
<b>Residential<sup>1</sup></b>			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
<b>General Sales or Service</b>			
...			
7	Hotel, motel or other accommodation services <sup>1,2</sup>	Rental room (1,1)	
...			
<p><u>Notes:</u></p> <p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p> <p><a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a></p>			

**21.13.090 MDD3.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD3. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

<b>Table 21.13.090B</b>			
<b>Allowed Uses and Basic Development Standards: MDD3</b>			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
<b>Residential<sup>1</sup></b>			
1	Detached Dwelling Unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
...			
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			



**21.13.110 MDD5.**

C. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in MDD5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

<b>Table 21.13.110B</b>			
<b>Allowed Uses and Basic Development Standards</b>			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
<b>Residential<sup>1</sup></b>			
1	Attached dwelling unit	Unit (2, 2)	A. Ground-oriented units only. Permitted only in Ground-Oriented Unit Overlay Area. See Map 13.2, <i>Ground-Oriented Unit Overlay</i> . B. Minimum density: 12 dwelling units per gross acre.
2	Multifamily structure	Ground-oriented units: unit (2, 2) All other structure types: unit (1, 1.5) plus 1 guest space per 4 units for projects of 6 units or more	Ground floor: only ground-oriented units allowed in Ground-Oriented Unit Overlay Area.
...			
<a href="#">Notes:</a>			

Table 21.13.110B Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
<p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

**21.13.020 Northeast Design District.**

**C. Allowed Uses and Basic Development Standards: NDD1.**

Table 21.13.020B Allowed Uses and Basic Development Standards: NDD1			
Section	Use	Parking ratio: Unit of Measure (Min. required, Max. allowed)	Regulations
<b>Residential<sup>1</sup></b>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Cottage	Dwelling unit (1.5, 2.0)	See RZC <a href="#">21.08.290, Cottage Housing Developments</a> , for specific site development requirements and supplemental neighborhood regulations that may apply. No density bonus applies because total development is governed by FAR.
...			
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>			

### 21.13.030 Regional Retail Design District.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Regional Retail Design District (RR) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.13.030C Allowed Uses and Basic Development Standards				
§	Use	Maximum FAR w/o TDRs or GBP; w/TDRs or GBP	Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
<b>General Sales or Services</b>				
...				
16	Hotel or motel <sup>1,2</sup>	0.50; 0.60	Assembly uses: 1,000 sq ft gfa (10.0, 10.0), or number of fixed seats (0.2, 0.2) Other uses: Rental room (1.0, 1.0)	
...				
<p><u>Notes:</u></p> <p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p> <p><a href="#">2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</a></p>				

### 21.14.010 Neighborhood Commercial 1 (NC-1).

E. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-1) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.010C Allowed Uses and Basic Development Standards			
Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Residential	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Nonresidential uses shall abut 188th Avenue NE in Southeast Redmond to provide a physical buffer between residential uses and manufacturing uses and their typical operations. Residential uses, when provided, shall be located to the rear or east of the nonresidential uses that are co-located within the development.
2	Mixed-use residential		
...			
<u>Notes:</u> <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a>			

### 21.14.015 Neighborhood Commercial 2 (NC-2).

E. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-2) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC

[21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.015C Allowed Uses and Basic Development Standards			
Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
<b>Residential<sup>1</sup></b>			
1	Residential structure	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
	Mixed-use residential structure		
...			
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p>			

## 21.14.020 General Commercial.

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the General Commercial (GC) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See [RZC 21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.020C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TDR or GBP		
<b>Residential<sup>1</sup></b>					
1	Multifamily structure	3; 4	0.80; 0.90	Studio (1.2, 1.2)	
2	Mixed-use residential structure			1 bedroom (1.5, 1.5)	
		2 bedrooms (1.8, 1.8)			
				3+ bedrooms (2.0, 2.0)	
...					
<b>General sales or services</b>					
...					
21	Hotel or motel <sup>1,2</sup>			Rental room (1.0, 1.0)	
...					
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p> <p><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></p>					

**21.14.030 Business Park.**

D. **Allowed Uses and Basic Development Standards.** The following table contains the basic zoning regulations that apply to uses in the Business Park (BP) zone. To use the chart, read down the

left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information. Uses not listed are not permitted.

Table 21.14.030C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)	FAR		
		w/o TDR or GBP; w/TDR or GBP	w/o TDR or GBP; w/TDR or GBP		
<b>Residential<sup>1</sup></b>					
1	Mixed-use residential structure	5; 6	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedroom (1.8, 1.8) 3+ bedroom (2.0, 2.0)	
...					
<p><u>Notes:</u>  <a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>					

**21.14.070 Bear Creek Design District.**

D. **Allowed Uses and Basic Development Standards.** The following tables contain the basic zoning regulations that apply to uses in the Bear Creek Design District (BCDD) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the

Special Regulations column. Permitted uses may require land use permit approval. See RZC [21.76.020](#), *Overview of the Development Process*, for more information for more information. Uses not listed are not permitted.

Table 21.14.070B							
Allowed Uses and Basic Development Standards: Performance Area 1							
§	Use	Minimum	Maximums			Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively	Lot coverage; Impervious surface area	Height (stories)	FAR		
<b>Residential<sup>1</sup></b>							
1	Housing services for the elderly	Avondale: 15, 75, 150 Other property lines: 10, 75, 100	30%; 65%	4	0.80	Dwelling unit (1.0, 1.0)	A. Ten percent of the total number of dwelling units (including those built for employees) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. B. Applicant is entitled to number of TDRs equal to number of affordable units provided. C. A traffic mitigation plan is required. The plan shall address traffic control, parking management (including mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system.
2	Detached dwelling unit					Studio (1.2, 1.2)	A. Permitted only to house employees and the families of housing services for the elderly.
3	Multifamily structure					1 bedroom (1.5, 1.5)	B. Ten percent of the total number of dwelling units (including those built as housing services for the elderly) shall



Table 21.14.070B							
Allowed Uses and Basic Development Standards: Performance Area 1							
§	Use	Minimum	Maximums			Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively	Lot coverage; Impervious surface area	Height (stories)	FAR		
						2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0)	be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. C. Applicant is entitled to number of TDRs equal to number of affordable units provided. D. See RZC <a href="#">21.20</a> , <i>Affordable Housing</i> , for additional guidance.
...							
<p><u>Notes:</u></p> <p><a href="#">1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</a></p>							

**21.14.080 Northwest Design District.**

**C. Allowed Uses and Basic Development Standards.**

Table 21.14.080B Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives	FAR w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives		
<b>Residential<sup>1</sup></b>					
1	Attached dwelling unit, 2-4 units	4	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8)	A. See RZC <a href="#">21.08.260</a> , Attached Dwelling Units, for specific regulations related to design, review and decision procedures. B. See RZC <a href="#">21.20</a> , <i>Affordable Housing</i> .
2	Multifamily structure			3+ bedrooms (2.0, 2.0) Guest (1 per 4 units)	See RZC <a href="#">21.20</a> , <i>Affordable Housing</i> .
3	Mixed-use residential structure	5; 6	0.68; 1.0	A. Non-residential uses shall be included, but not limited to, the ground floor street level. B. See RZC <a href="#">21.20</a> , <i>Affordable Housing</i> .	
...					
<p><u>Notes:</u></p> <p><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></p>					

## **NEW REGULATIONS REFLECTING REQUIREMENTS OF HB-1220:**

**The following amendments provide the special development requirements for permanent supportive housing and transitional housing that are required pursuant to the RCWs to be permitting in all zoning districts where residential dwellings and hotels are allowed.**

### **NEW RZC 21.58 Permanent Supportive Housing and Transitional Housing.**

#### A. Purpose.

The purpose of the permanent supportive housing and transitional housing provisions is to:

1. Support housing stability and individual safety to those experiencing homelessness.
2. Ensure that housing is accessible to all economic segments of the population.

#### B. Applicability.

The provisions of this section apply to all permanent supportive housing and transitional housing developments in the City.

#### C. Requirements.

##### 1. Siting and Spacing of Permanent Supportive Housing and Transitional Housing.

The siting and spacing of permanent supportive housing and transitional housing shall be limited to no less than one half mile from all established Permanent Supportive Housing and Transitional Housing.

##### 2. Density.

The density or maximum number of residents for permanent supportive housing and transitional housing shall be limited as follows:

a. Permanent supportive housing and transitional housing located in mixed-use zoning districts in accordance with RZC 21.04.030 Comprehensive Allowed Uses Chart shall be limited to 100 residents unless specifically permitted with additional mitigation measures as part of an Occupancy Agreement.

b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with RZC 21.04.030 Comprehensive Allowed Uses Chart shall be limited in density and occupancy based on the underlying zoning district within which the use is located.

##### 3. Occupancy Agreement.

a. An occupancy agreement shall be established with the City prior to occupancy of a permanent supportive housing or transitional housing use.

i. Property owners and/or operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The occupancy agreement shall include but not be limited to the following:

i. Names and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing plan including the following:

A. Number of staff -supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to client ratios; and

E. Roles and responsibilities of all staff.

iv. Program rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. A safety and security plan reviewed and approved by the Redmond Police Department.

vi. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan").

vii. Description of eligibility for residency and a referral process.

viii. Parking management plan that includes a prohibition of car camping onsite and in designated on-street parking.

**The following provides a new cross-reference from the residential portion of the Zoning Code to the new citywide regulations reflecting HB-1220.**

**NEW 21.08.400 Permanent Supportive Housing and Transitional Housing.**

Refer to RZC 21.58 *Permanent Supportive Housing and Transitional Housing*.

**The following amendment provides special regulations associated with Emergency Shelters and Emergency Housing, also per HB-1220.**

**NEW 21.60 Emergency Shelter and Emergency Housing.**

A. A short or long-term temporary use permit for emergency shelter or emergency housing shall be valid for the duration of a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator based on the following criteria:

1. *Siting and Spacing of Emergency Shelters and Emergency Housing.*

Emergency shelters and emergency housing shall be located no less than 1,000 feet from all established emergency shelters or emergency housing.

2. *Density.*

Individual emergency shelters and emergency housing shall be limited to a maximum number of **occupants** based on the site or structure capacity **to maintain** health, safety, and welfare of the total **number** of permanent residents, temporary residents, and operational staff.

3. *Occupancy Agreement.*

a. An **occupancy** agreement shall be established with the City prior to occupancy of an **emergency housing or emergency shelter** use.

i. Property owners and/or operators shall enter into an agreement with the City in a form that is acceptable to the City.

b. The **occupancy** agreement shall include but not be limited to the following:

i. Names and contact information for onsite staff.

ii. Description of the services to be provided onsite.

iii. Description of the staffing **plan** including the following:

A. Number of staff supporting residents and operations;

B. Certification requirements;

C. Staff training programs;

D. Staff to **client** ratios; and

E. Roles and responsibilities of all staff.

iv. Operational rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:

A. The use or sale of alcohol and illegal drugs;

B. Threatening or unsafe behavior; and

C. Weapon possession.

v. A safety and security plan reviewed and approved by the Redmond Police Department.

4. Notice of Application, Land Use Action Sign, Neighborhood Meeting, and Notification.

The Notice of Application, Land Use Action Sign, neighborhood meeting, and mailed notice shall be waived for emergency shelters and emergency housing established in response to a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator.

**The following amendment provides a cross-reference from the Temporary Use portion of the Zoning Code to the new citywide regulations associated with Emergency Shelters and Emergency Housing, also per HB-1220.**

**NEW 21.46.060 Emergency Shelter and Emergency Housing.**

Refer to RZC 21.60 Emergency Shelter and Emergency Housing.

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, IMPOSING AN INTERIM OFFICIAL CONTROL TO AMEND ARTICLE I, ARTICLE II, AND ARTICLE VII OF THE REDMOND ZONING CODE TO ALIGN HOMELESS SHELTER REGULATIONS WITH STATE ADOPTED DEFINITIONS AND TO IMPLEMENT THE PREEMPTION ADOPTED BY HOUSE BILL 1220 THAT ALLOWS PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING IN ALL ZONING DISTRICTS WHERE RESIDENTIAL DWELLINGS AND/OR HOTELS ARE ALLOWED AND TO ALLOW EMERGENCY HOUSING AND EMERGENCY SHELTERS IN ALL ZONING DISTRICTS WHERE HOTELS ARE ALLOWED, SETTING THE DATE FOR A PUBLIC HEARING ON THE INTERIM OFFICIAL CONTROL, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, in 2021, the Washington State Legislature enacted House Bill (HB) 1220, which requires cities like Redmond to allow development of permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed; and

WHEREAS, HB 1220 also requires cities like Redmond to allow emergency housing and indoor emergency shelters in all zoning districts where hotels are allowed; and

WHEREAS, HB 1220 became effective on July 25, 2021 and requires cities to regulate permanent supportive housing and transitional housing consistent with HB 1220 on that date; and

WHEREAS, the City of Redmond's Comprehensive Plan and Zoning Code support and provide provisions for Social Assistance, Welfare, and Charitable Services land uses types; and

WHEREAS, the City of Redmond's Human Services Strategic Plan, Housing Action Plan, and Community Strategic Plan generally support the provision of services and land use types consistent with HB 1220; and

WHEREAS, the City of Redmond's Zoning Code, however, does not define nor clarify provisions through which permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelter consistent with HB 1220; and

WHEREAS, the City of Redmond currently permits residential dwellings in a majority of its zoning districts as identified in RZC Article I Zone Based Regulations, Chapters 21.04 through 21.14; and

WHEREAS, the City of Redmond currently permits hotels in the Anderson Park, Bear Creek, Marymoor Design Districts 1 and 2, Old Town, Overlake Zone 1 through 5, River Bend, Sammamish Trail, Trestle, Town Square, Town Center, and Valley View zoning districts; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 authorize cities to impose interim official controls when action must be taken sooner than compliance with the City's customary public processes allow; and



WHEREAS, these Interim Official Controls are designed to align homeless shelter regulations with state adopted definitions and to implement the preemption adopted by HB 1220 that allows permanent supportive housing and transitional housing in all zoning districts where residential dwellings and/or hotels are allowed and to allow emergency housing and emergency shelters in all zoning districts where hotels are allowed; and

WHEREAS, without the Interim Official Controls adopted by this ordinance, the Redmond Zoning Code will not be in compliance with state law as of September 30, 2021; and

WHEREAS, there is insufficient time to process the necessary permanent code amendments before September 30, 2021; and

WHEREAS, while the Interim Official Controls are in place, the City will draft permanent regulations to enhance alignment with HB 1220, as the permanent regulations will be reviewed and considered by the City Council and any other relevant boards, commissions, and committees as needed; and

WHEREAS, the City Council desires to adopt the amendments set forth in this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1.      Classification.      The amendments set forth by this ordinance are interim amendments of the Redmond Zoning Code and shall apply during the period specified in Section 14 below.

Section 2. Findings. The recitals set forth above constitute the Redmond City Council's findings justifying the adoption of the interim amendments set forth in this ordinance.

Section 3. Amendments to Redmond Zoning Code (RZC) Chapter 21.04 General Provisions. The provisions of RZC Chapter 21.04, subsection RZC 21.04.030 Comprehensive Allowed Use Chart are amended to read as follows:

A. Generally. This chart is meant to serve as a compilation of permitted uses within each of the individual zone summaries. It does not include all the specific use limitations or requirements that may apply. Please refer to the individual zone summaries for special use requirements or limitations.

B. Residential Zones.

Table 21.04.030A Comprehensive Allowed Uses Chart: Residential Zones <sup>1,2</sup>											
Online Users: Click on District Abbreviation to View Map -->	UR	RA5	R1	R3	R4, R5	R6	R8	RIN	R12, R18, R20, R30	MDD3	NDD1
Residential											
Detached dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Size-limited dwelling		P	P	P	P	P	P	P	P	P	P
Cottage					P	P	P	P		P	P
Accessory dwelling unit	P	P	P	P	P	P	P	P	P	P	P
Attached dwelling unit					P/C	P/C	P/C	P/C	P/C	P	P
Manufactured home		P	P	P	P	P	P	P	P	P	P
Multifamily structure									P	P	P
Dormitory										P	
Residential suite										P	
Mixed-use residential structure											

Housing services for the elderly									P/C	P	P
Adult family home		P	P	P	P	P	P	P	P	P	P
Long-term care facility									C	P	P
Residential care facility		C	C	C	C	C	C	C	C	P	P
Retirement residence					P/C	P/C	P/C	C	P/C	P	P
General Sales or Service											
...											
Hotels, motels and other accommodation services											
Bed and breakfast inn	P/C	P	P/C	P	P	P	P	P			
Hotel or motel											
...											
<b>Notes:</b>											
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>											
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to chapter RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>											

C. Nonresidential Zones.

Table 21.04.030B Comprehensive Allowed Uses Chart: Nonresidential Zones <sup>1,2</sup>											
Online Users: Click on District Abbreviation to View Map -->	NC-1	NC-2	GC	BP	MP	I	RR	BCDD1	BCDD2	NDD2, NDD3	MDD4
Residential											
Detached dwelling unit	P	P						P			
Size-limited dwelling	P	P									
Cottage	P	P									
Accessory dwelling unit	P	P									
Attached dwelling unit	P	P									
Manufactured home	P	P									
Multifamily structure	P	P	P					P			
Dormitory											

Residential suite												
Mixed-use residential structure	P	P	P	P								
Housing services for the elderly								P				
Adult family home												
Long-term care facility								P				
Residential care facility								P				
Retirement residence								P				
General Sales or Service												
...												
Hotels, motels and other accommodation services												
Bed and breakfast inn												
Hotel or motel			P					P				
...												
<b>Notes:</b>												
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>												
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>												

D. Mixed Use Zones.

Table 21.04.030C Comprehensive Allowed Uses Chart: Mixed Use Zones <sup>1,2</sup>										
Online Users: Click on District Abbreviation to View Map -->	OT, AP, TWNC, BC, VV, TR, SMT, TSQ, RVBD	RVT, CTR, EH	OV1, OV2, OV3	OV4	OV5	OBAT	MDD1	MDD2	MDD5	NWDD
Residential										
Detached dwelling unit										
Size-limited dwelling										
Cottage										

Accessory dwelling unit										
Attached dwelling unit									P	P
Manufactured home										
Multifamily structure	P	P	P	P	P	P	P	P	P	P
Dormitory	P	P	P	P	P	P	P	P	P	
Residential suite	P	P	P	P	P	P	P	P		
Mixed-use residential structure	P	P	P	P	P	P	P	P	P	P
Housing services for the elderly	P	P	P	P	P		P	P	P	
Adult family home										
Long-term care facility	P	P	P	P	P		P	P	P	
Residential care facility	P	P	P	P	P		P	P	P	
Retirement residence	P	P	P	P	P		P	P	P	
General Sales or Service										
...										
Hotels, motels and other accommodation services	P		P	P	P		P	P	P	
Bed and breakfast inn	P		P	P	P		P	P	P	
Hotel or motel	P		P	P	P		P	P	P	
...										
<b>Notes:</b>										
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>										
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>										

Section 4. Amendments to Redmond Zoning Code (RZC) Chapter 21.08 Residential Regulations. The provisions of RZC Chapter 21.08, subsections RZC 21.08.020.D, RZC 21.08.030.D, RZC 21.08.040.D, 21.08.050.D, 21.08.060.D, 21.08.070.C, 21.08.080.D,

21.08.090.D, 21.08.100.D, 21.08.110.D, 21.08.120.D, 21.08.130.D, and 21.08.140.D are hereby amended to read as follows:

21.08.020 RA-5 Semirural Residential.

...

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the RA-5 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.020C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes for specific regulations which may apply.
5	Residential care facility	Dwelling unit (2.0)	A Conditional Use Permit is required
6	Adult family homes		
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.030 R-1 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-1 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.030C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.040 R-2 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-2 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.040C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.

5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.050 R-3 Single-Family Constrained Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-3 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.050C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
5	Residential care facility	See Special Regulations	A. A Conditional Use Permit is required. B. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0)
6	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.060 R-4 Single-Family Urban Residential.



D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-4 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.060C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods. See RZC 21.08.290, Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations which may apply.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii, Small Lot Short Plats, for specific regulations which may apply.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, Southeast Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home	Dwelling unit (2.0)	Please see RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	

...

**Notes:**

**1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.**

21.08.070 RIN (Residential Innovative) Single-Family Urban Residential.

C. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the RIN zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.070B Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: Unit of measure (Minimum required; Maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	A. Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential and Willows/Rose Hill neighborhoods. B. Cottage housing in the RIN zone shall comply with the requirements of RZC 21.08.290, Cottage Housing Developments. Site requirements that may be applicable for cottage housing and are not specified in RZC 21.08.290, R-6 Single-Family Urban Residences, such as average lot size, are provided by the zone summary for the R-6 zone. (See RZC 21.08.090.)
3	Size-limited dwelling	Dwelling unit (2.0)	
4	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which apply to ADUs. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
5	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific neighborhood requirements related to density, design, and review and decision procedures.
6	Manufactured home		See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.

7	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Residential care facility		A Conditional Use Permit is required.
9	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b> <b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.080 R-5 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-5 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which apply to ADUs. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use;

			3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration program. A Conditional Use Permit is required for all attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260 for specific neighborhood requirements related to density, design, and review and decision procedures.
7	Manufactured home		See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which apply to Manufactured Housing
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.090 R-6 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-6 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.090C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.

3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii, Small Lot Short Plats, for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within Cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Dwelling unit (2.0)	A. Permitted use in Bear Creek, Education Hill, Grass Lawn, North Redmond, and Overlake Residential neighborhoods. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. A Conditional Use Permit is required for attached dwelling units in all other neighborhoods not listed above. B. Please see RZC 21.08.260, Attached Dwelling Units, for supplemental neighborhood regulations related to density, design, and review and decision procedures.
7	Manufactured home		See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.100 R-8 Single-Family Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-8 zone. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.100C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Cottage	Cottage (1.5, 2.0)	Permitted use only in Bear Creek, Education Hill, Grass Lawn, North Redmond, Overlake Residential, and Willows/Rose Hill neighborhoods.
3	Small-lot short plat	Dwelling unit (2.0)	Permitted use only in Bear Creek, Education Hill, Idylwood, and Overlake Residential neighborhoods. See RZC 21.08.170.E.2.a.ii for additional requirements for small lot short plats.
4	Size-limited dwelling		
5	Accessory dwelling unit (ADU)	ADU (1.0)	A. See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply. B. ADUs are not allowed within cottage developments in the Willows/Rose Hill and Education Hill neighborhoods.
6	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5) 2-bedroom dwelling unit (1.8) 3+ bedroom dwelling unit (2.0)	A. Permitted use in all neighborhoods with the exception of Willows/Rose Hill. B. In Willows/Rose Hill neighborhood, 2-unit attached dwelling units are permitted use; 3-unit and 4-unit attached dwelling units require a Conditional Use Permit as part of a demonstration project. C. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
7	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
8	Retirement residence	See Special Regulations	A. Permitted if developed through the subdivision or binding site plan processes. Otherwise, a Conditional Use Permit is required. See RZC 21.08.370, Retirement Residences, for specific regulations which may apply. B. Parking requirements are as follows: 1. With no skilled nursing facility: Unit (1.0, 1.0) 2. With skilled nursing facility: Worker on largest shift (1.25, 1.25) C. A Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
9	Residential care facility		A Conditional Use Permit is required.
10	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.110 R-12 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-12 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.110C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.120 R-18 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-18 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.08.120C Allowed Uses and Special Regulations			
Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	A. See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25)



			E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.08.130 R-20 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-20 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: unit of measure (minimum required; maximum allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities.

			D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b> <u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u>			

21.08.140 R-30 Multifamily Urban Residential.

D. Allowed Uses and Special Regulations. The following table contains special zoning regulations that apply to uses in the R-30 zone. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: unit of measure (min. required; max. allowed)	Special Regulations
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Accessory dwelling unit (ADU)	ADU (1.0)	See RZC 21.08.220, Accessory Dwelling Units, for specific regulations which may apply.
4	Attached dwelling unit, 2-4 units	Studio dwelling unit (1.2) 1-bedroom dwelling unit (1.5)	A. Permitted use in all neighborhoods. B. Please see RZC 21.08.260, Attached Dwelling Units, for specific regulations related to density, design, review and decision procedures, and affordable housing exceptions.
5	Multifamily structures	2-bedroom dwelling unit (1.8) 3+-bedroom dwelling unit (2.0)	
6	Manufactured home	Dwelling unit (2.0)	See RZC 21.08.320, Designated Manufactured Homes, Manufactured Homes, and Mobile Homes, for specific regulations which may apply.
7	Housing Services for the Elderly	See Special Regulations	A. Retirement residences are permitted through a subdivision or binding site plan with a maximum of 16 retirement residence

			units per acre. Without a subdivision or binding site plan, a Conditional Use Permit is required. See RZC 21.08.360, Retirement Residences, for specific regulations which may apply. B. A Conditional Use Permit is required for Residential Care Facilities. C. A Conditional Use Permit is required for Long-Term Care Facilities. D. Parking requirements are as follows: 1. Multifamily housing for senior citizens: Unit (0.5, 2.0) 2. Nursing home or long-term care facility: four patient beds (1.0, 1.0) 3. Retirement residence with no skilled nursing facility: Unit (1.0, 1.0) 4. Retirement residence with skilled nursing facility: Worker on largest shift (1.25, 1.25) E. For Retirement Residences, a Traffic Mitigation Plan is required. See RZC 21.08.370.C.3.b.iii.
8	Adult family home	Dwelling unit (2.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

Section 5. Amendments to Redmond Zoning Code (RZC) Chapter 21.10 Downtown Regulations. The provisions of RZC Chapter 21.10, subsections RZC 21.10.030.D, 21.10.040.D, 21.10.050.D, 21.10.060.D, 21.10.070.D, 21.10.080.D, 21.10.090.D, and 21.10.100.D are hereby amended to read as follows:

21.10.030 Old Town (OT) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.030C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			

1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses. Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets, per RZC <b>21.62.020.F.5</b> , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> , Applicability.
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.10.040 Anderson Park (AP) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.040C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest	

2	Multifamily Structure, Mixed-Use Residential	space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <b>21.76.070.C</b> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <b>21.62.020.F.5</b> , Ground Floor Residential Uses on Type II Pedestrian Streets. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> .
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.10.050 Town Center (TWNC) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more.	A. Maximum density per lot dependent upon size and width of lot, per RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart. B. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> , Applicability.
2	Multifamily Structure, Mixed-Use Residential		

		Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0) Conference center space: adequate to accommodate peak use	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.10.060 Bear Creek (BC), Valley View (VV), and Trestle (TR) Zones.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <b>21.76.070.C</b> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <b>21.62.020.F.5</b> , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection.
2	Multifamily Structure, Mixed-Use Residential		

			B. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> , Applicability.
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.10.070 Sammamish Trail (SMT) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.070C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more.	A. Maximum density per lot dependent upon size and width of lot, per RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart.
2	Multifamily Structure, Mixed-Use Residential	Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <b>21.76.070.C</b> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <b>21.62.020.F.5</b> , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> , Applicability.
...			
General Sales or Service			

...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.10.080 Town Square (TSQ) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.080C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <b>21.76.070.C</b> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <b>21.62.020.F.5</b> , Ground Floor Residential Uses on Type II Pedestrian Streets, but not within the shorter distance of 50 feet or a quarter-block length from a street intersection. C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> , Applicability.
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales and Services			
...			
7	Hotels, Motels, and Other	Rental room (1.0, 1.0)	



	Accommodation Services <sup>1,2</sup>		
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.10.090 River Bend (RVBD) Zone.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.090C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, per RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System Map, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except by establishment of an Administrative Design Flexibility per RZC <b>21.76.070.C</b> . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> .
2	Multifamily Structure, Mixed-Use Residential		
...			
General Sales or Service			
...			
7	Hotels, Motels, and Other Accommodation Services <sup>1,2</sup>	Rental room (1.0, 1.0)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

**2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.**

21.10.100 River Trail (RVT), Carter (CTR), and East Hill (EH) Zones.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses. To use the chart, read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC **21.76.020**, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.10.100C Allowed Uses and Basic Development Standards			
Section	Use	Parking Ratio: Unit of Measure Minimum required, Maximum allowed	Special Regulations
Residential <sup>1</sup>			
1	Attached dwelling unit, 2-4 units	Dwelling Unit (1.0, 2.25) Plus one guest space per four units for projects with six units or more. Curbside parking along the site may be counted towards up to 25 percent of the required off-street parking.	A. Maximum density per lot dependent upon size and width of lot, RZC <b>21.10.130.B</b> , Downtown Residential Densities Chart. B. Not permitted on ground floor street fronts of Type I pedestrian streets as shown on Map 10.3, Downtown Pedestrian System, or where ground floor residences may be negatively impacted by nearby nonresidential uses, except through establishment of an Administrative Design Flexibility per RZC <b>21.76.070.C</b> . Residential uses may be allowed on ground floor streets fronts of Type II Pedestrian Streets per RZC <b>21.62.020.F.5</b> . C. Affordable Housing requirements apply to developments of 10 units or more. See RZC <b>21.20.020</b> , Applicability.
2	Multifamily Structure, Mixed-Use Residential		
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

Section 6. Amendments to Redmond Zoning Code (RZC) Chapter 21.12 Overlake Regulations. The provisions of RZC Chapter 21.12, subsections RZC 21.12.040.C, 21.12.050.C, 21.12.060.C,

21.12.070.C, 21.12.080.C, and 21.12.210.A are hereby amended to read as follows:

**21.12.040 OV Zone 1.**

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 1. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = Land use
3. Max. FAR = Maximum floor area ratio
  - a. Base = Maximum FAR without any incentives applied
  - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
  - c. w/50% Res. = With 50 percent residential
  - d. w/IP = With incentive program
4. Min. Res. Floor Area = Minimum Residential Floor Area
5. Max. Height = Maximum Height
  - a. Base = Maximum height without any incentives applied
  - b. w/TDRs or GBP = With transferred development rights (TDRs) or green building and green infrastructure incentive program (GBP)
  - c. w/IP = With incentive program
6. Max. ISR / Min. LSR = Maximum impervious surface / minimum landscaped area
7. Parking Ratio = Parking ratio for the use
8. Special Regulations = Special regulations that apply to the use

§	Use	Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP	Min. Res. Floor Area	Max. Height Base; w / TDRs or GBP; w / IP	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
Residential <sup>1</sup>							
1	Multifamily Structure	2.5; 2.5;	50%	5; 6;	85% / 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 4		8			
...							

General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	1.2; 1.2; 1.2; 1.35	50%	4; 5; 8	85% / 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
...							
<b>Notes:</b>							
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>							
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>							

21.12.050 OV Zone 2.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 2. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.12.050B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR	Min. Res.	Max. Height	Max. ISR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / 50% Res.; w / IP	Floor Area	Base; w / TDRs or GBP; w / IP	/ Min. LSR		
Residential <sup>1</sup>							
1	Multifamily Structure	2.5; 2.5;	25%	5; 6;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
2	Mixed-Use Residential	2.5; 4.0		8			
...							
General sales or services							
...							

7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	1.2; 1.2; 1.2; 1.	25%	4; 5; 8	85%; 15%	Rental room (1.0, 1.0)	Maximum building height of nine stories may be achieved through RZC 21.12.170, OV Incentive Program, on those properties eligible for and applying the Regional Stormwater Management Facility incentive.
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...

**Notes:**

**1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.**

**2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.**

21.12.060 OV Zone 3.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 3. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.12.060B Allowed Uses and Basic Development Standards							
§	Use	Max. FAR Base; w / TDRs or GBP; w / 50% Res.; w / IP	Min. Res. Floor Area	Max. Height Base; w / TDRs or GBP; w / IP	Max. ISR / Min. LSR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
Residential <sup>1</sup>							
1	Multifamily Structure	2.5; 2.5;	25%	5; 6;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	2.5; 4.0		9			
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	1.2; 1.2; 1.2; 1.35	25%	4; 5; 9	85%; 15%	Rental room (1.0, 1.0)	

...

**Notes:**

**1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.**

**2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.**

21.12.070 OV Zone 4.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 4. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

§	Use	Max. FAR	Min. Res. Floor Area	Max. Height	Max. ISR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP		Base; w / TDRs or GBP; w / IP	Min. LSR		
Residential <sup>1</sup>							
1	Multifamily Structure	2.5; 2.5;	50%	5; 6;	85%; 20%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	A. An applicant may use an alternate method to calculate the 50 percent minimum residential floor area requirement for a proposed Master Plan. If used, the alternative method shall be described in a Development Agreement for the proposed Master Plan, and shall meet the intent of the 50 percent residential floor area requirement, which is described above in RZC 21.12.070.A, Purpose. B. 2. Height not to exceed 125 feet through Overlake Village Incentive Program.
2	Mixed-Use Residential	4.0		12			
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	.4; .47; 1.2	50%	4; 5; 12	85%; 20%	Rental room (1.0, 1.0)	Height not to exceed 135 feet through Overlake Village Incentive Program.
...							
<b>Notes:</b>							

**1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.**  
**2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.**

21.12.080 OV Zone 5.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in Zone 5. To use the chart, first read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

§	Use	Max. FAR	Min. Res.	Max. Height	Max. ISR	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP; w / IP	Floor Area	Base; w / TDRs or GBP; w / IP	/ Min. LSR		
Residential <sup>1</sup>							
1	Multifamily Structure	2.5; 2.5;	0%	5; 5;	85%; 15%	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential	4.0		5			
...							
General sales or services							
...							
7	Hotels, Motels and Other Accommodation Services <sup>1,2</sup>	1.2; 1.2; 1.35	0%	4; 5; 5	85%; 15%	Rental room (1.0, 1.0)	
...							
<b>Notes:</b>							
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>							
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>							

21.12.210 OBAT Allowed Uses and Basic Development Standards.

A. Allowed Uses and Basic Development Standards. The following table (see below) contains the basic zoning regulations that apply to uses in the Overlake Business and Advanced Technology (OBAT) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.12.210A OBAT Allowed Uses and Basic Development Standards					
§	Use	Max. FAR	Max. Height	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special Regulations
		Base; w / TDRs or GBP	Base; w / TDRs or GBP		
Residential <sup>1</sup>					
1	Multifamily Structures	1.0; 1.0	5; 6	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
2	Mixed-Use Residential				
...					
<b>Notes:</b>					
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>					

Section 7. Amendments to Redmond Zoning Code (RZC) Chapter 21.13 Southeast Redmond Regulations. The provisions of RZC Chapter 21.13, subsections RZC 21.13.020.C, 21.13.030.D, 21.13.070.C, 21.13.080.C, 21.13.090.C, and 21.13.110.C are hereby amended to read as follows:

21.13.020 Northeast Design District.

C. Allowed Uses and Basic Development Standards: NDD1.

Table 21.13.020B Allowed Uses and Basic Development Standards: NDD1			
Section	Use	Parking ratio: Unit of Measure (Min.	Regulations



		required, Max. allowed)	
Residential <sup>1</sup>			
1	Detached dwelling unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
3	Cottage	Dwelling unit (1.5, 2.0)	See RZC 21.08.290, Cottage Housing Developments, for specific site development requirements and supplemental neighborhood regulations that may apply. No density bonus applies because total development is governed by FAR.
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.13.030 Regional Retail Design District.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Regional Retail Design District (RR) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.13.030C Allowed Uses and Basic Development Standards				
§	Use	Maximum FAR w/o TDRs or GBP; w/TDRs or GBP	Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
General Sales or Services				
...				
16	Hotel or motel <sup>1,2</sup>	0.50; 0.60	Assembly uses: 1,000 sq ft gfa (10.0, 10.0), or number of fixed seats (0.2, 0.2) Other uses: Rental room (1.0, 1.0)	
...				
<b>Notes:</b>				
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>				

**2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.**

21.13.070 MDD1.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD1. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.070B Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential <sup>1</sup>			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
General Sales or Service			
...			
7	Hotel, motel or other accommodation services <sup>1,2</sup>	Rental room (1,1)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.13.080 MDD2.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD2. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.080B Allowed Uses and Basic Development Standards			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential <sup>1</sup>			
1	Multifamily structure	Unit (1,1.5) plus 1 guest space per 4 units for projects of 6 units or more	
2	Dormitory	Bed (0.5, 0.1)	
...			
General Sales or Service			
...			
7	Hotel, motel or other accommodation services <sup>1,2</sup>	Rental room (1,1)	
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>			

21.13.090 MDD3.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD3. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are

permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.090B Allowed Uses and Basic Development Standards: MDD3			
§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential <sup>1</sup>			
1	Detached Dwelling Unit	Dwelling unit (2.0)	
2	Size-limited dwelling		
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.13.110 MDD5.

C. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in MDD5. To use the chart, first read down the left-hand column titled “Use.” When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted. The following headings are used in the table:

1. § = section number
2. Use = land use
3. Parking Ratio = Parking ratio for the use
4. Special Regulations: Special regulations that apply to the use

Table 21.13.110B Allowed Uses and Basic Development Standards			
--	--	--	--

§	Use	Parking Ratio: Unit of Measure (Min. required, Max. allowed)	Special regulations
Residential <sup>1</sup>			
1	Attached dwelling unit	Unit (2, 2)	A. Ground-oriented units only. Permitted only in Ground-Oriented Unit Overlay Area. See Map 13.2, Ground-Oriented Unit Overlay. B. Minimum density: 12 dwelling units per gross acre.
2	Multifamily structure	Ground-oriented units: unit (2, 2) All other structure types: unit (1, 1.5) plus 1 guest space per 4 units for projects of 6 units or more	Ground floor: only ground-oriented units allowed in Ground-Oriented Unit Overlay Area.
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

Section 8. Amendments to Redmond Zoning Code (RZC) Chapter 21.14 Commercial Regulations. The provisions of RZC Chapter 21.13, subsections RZC 21.14.010.E, 21.14.015.E, 21.14.020.D, 21.14.030.D, 21.14.070.D, and 21.14.080.C are hereby amended to read as follows:

21.14.010 Neighborhood Commercial 1 (NC-1).

E. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-1) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.14.010C Allowed Uses and Basic Development Standards			
Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
Residential <sup>1</sup>			
1	Residential	Unit (1.0, 2.25) plus 1	Nonresidential uses shall abut 188th Avenue NE in Southeast Redmond to provide a physical buffer between residential uses
2	Mixed-use residential	guest space per 4	

		units for projects of 6 units or more	and manufacturing uses and their typical operations. Residential uses, when provided, shall be located to the rear or east of the nonresidential uses that are co-located within the development.
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.14.015 Neighborhood Commercial 2 (NC-2).

E. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Neighborhood Commercial (NC-2) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.14.015C Allowed Uses and Basic Development Standards			
Section	Use	Parking ratio: unit of measure (required, allowed)	Special Regulations
Residential <sup>1</sup>			
1	Residential structure	Unit (1.0, 2.25) plus 1 guest space per 4 units for projects of 6 units or more	
	Mixed-use residential structure		
...			
<b>Notes:</b>			
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>			

21.14.020 General Commercial.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the General Commercial (GC) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.14.020C Allowed Uses and Basic Development Standards			
Section	Use	Maximums	Special Regulations

		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TDR or GBP	Parking ratio: unit of measure (min. required, max. allowed)	
Residential <sup>1</sup>					
1	Multifamily structure	3; 4	0.80; 0.90	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5)	
2	Mixed-use residential structure			2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0)	
...					
General sales or services					
...					
21	Hotel or motel <sup>1,2</sup>			Rental room (1.0, 1.0)	
...					
<b>Notes:</b>					
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>					
<b><u>2. Emergency Housing, as defined under RCW 36.70A.030, and Emergency Shelter, as defined under RCW 36.70A.030, are allowed in all Land Use Districts where hotel uses are allowed, subject to section RZC 21.60 Emergency Shelter and Emergency Housing.</u></b>					

21.14.030 Business Park.

D. Allowed Uses and Basic Development Standards. The following table contains the basic zoning regulations that apply to uses in the Business Park (BP) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information. Uses not listed are not permitted.

Table 21.14.030C Allowed Uses and Basic Development Standards					
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories) w/o TDR or GBP; w/TDR or GBP	FAR w/o TDR or GBP; w/TDR or GBP		
Residential <sup>1</sup>					
1	Mixed-use residential structure	5; 6	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5)	

				2 bedroom (1.8, 1.8) 3+ bedroom (2.0, 2.0)	
...					
<b>Notes:</b>					
<b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b>					

21.14.070 Bear Creek Design District.

D. Allowed Uses and Basic Development Standards. The following tables contain the basic zoning regulations that apply to uses in the Bear Creek Design District (BCDD) zone. To use the chart, read down the left-hand column titled "Use." When you have located the use that interests you, read across to find regulations that apply to that use. Uses are permitted unless otherwise specified in the Special Regulations column. Permitted uses may require land use permit approval. See RZC 21.76.020, Overview of the Development Process, for more information for more information. Uses not listed are not permitted.

Table 21.14.070B Allowed Uses and Basic Development Standards: Performance Area 1							
§	Use	Minimum	Maximums			Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Setbacks (ft) for 1- and 2-story, 3-story, and 4-story structures, respectively	Lot coverage; Impervious surface area	Height (stories)	FAR		
Residential <sup>1</sup>							
1	Housing services for the elderly	Avondale: 15, 75, 150 Other property lines: 10, 75, 100	30%; 65%	4	0.80	Dwelling unit (1.0, 1.0)	A. Ten percent of the total number of dwelling units (including those built for employees) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. B. Applicant is entitled to number of TDRs equal to number of affordable units provided. C. A traffic mitigation plan is required. The plan shall address traffic control, parking management (including mitigation of overflow parking into adjoining residential areas), and traffic movement to the arterial street system.
2	Detached dwelling unit					Studio (1.2, 1.2)	A. Permitted only to house employees and the families of housing services for the elderly.



3	Multifamily structure					1 bedroom (1.5, 1.5) 2 bedrooms (1.8, 1.8) 3+ bedrooms (2.0, 2.0)	B. Ten percent of the total number of dwelling units (including those built as housing services for the elderly) shall be affordable to individuals or families earning up to 80 percent of area median income. Applicant is allowed to apportion affordable units to buildings as applicant sees fit. C. Applicant is entitled to number of TDRs equal to number of affordable units provided. D. See RZC 21.20, Affordable Housing, for additional guidance.
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**Notes:**

**1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.**

21.14.080 Northwest Design District.

C. Allowed Uses and Basic Development Standards.

Table 21.14.080B Allowed Uses and Basic Development Standards						
Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations	
		Height (stories)  w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives	FAR  w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives			
Residential <sup>1</sup>						
1	Attached dwelling unit, 2-4 units	4	0.68; 1.0	Studio (1.2, 1.2) 1 bedroom (1.5, 1.5)	A. See RZC 21.08.260, Attached Dwelling Units, for specific regulations related to design, review and decision procedures. B. See RZC 21.20, Affordable Housing.	

Table 21.14.080B  
 Allowed Uses and Basic Development Standards

Section	Use	Maximums		Parking ratio: unit of measure (min. required, max. allowed)	Special Regulations
		Height (stories)  w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives	FAR  w/o TDR or NWDD Green Incentives; w/TDR or NWDD Green Incentives		
2	Multifamily structure			2 bedrooms (1.8, 1.8)  3+ bedrooms (2.0, 2.0)  Guest (1 per 4 units)	See RZC 21.20, Affordable Housing.
3	Mixed-use residential structure	5; 6	0.68; 1.0	A. Non-residential uses shall be included, but not limited to, the ground floor street level.  B. See RZC 21.20, Affordable Housing.	
...					
<p><b>Notes:</b></p> <p><b><u>1. Permanent Supportive Housing, as defined under RCW 36.70A, and Transitional Housing, as defined under RCW 84.36, are allowed in all Land Use Districts where residential dwellings and/or hotel uses are allowed, subject to section RZC 21.58 Permanent Supportive Housing and Transitional Housing.</u></b></p>					

Section 9. Amendments to Redmond Zoning Code (RZC)

Article II Citywide Regulations. The provisions of RZC Article II

are hereby amended to include the new provisions of chapter RZC 21.58 Permanent Supportive Housing and Transitional Housing as follows:

**NEW CHAPTER. RZC 21.58 Permanent Supportive Housing and Transitional Housing.**

**A. Purpose.**

**The purpose of the permanent supportive housing and transitional housing provisions is to:**

- 1. Support housing stability and individual safety to those experiencing homelessness.**
- 2. Ensure that housing is accessible to all economic segments of the population.**

**B. Applicability.**

**The provisions of this section apply to all permanent supportive housing and transitional housing developments in the City.**

**C. Requirements.**

**1. Siting and Spacing of Permanent Supportive Housing and Transitional Housing.**

**The siting and spacing of permanent supportive housing and transitional housing shall be limited to no less than one half mile from any established Permanent Supportive Housing and Transitional Housing.**

**2. Density.**

**The density or maximum number of residents for permanent supportive housing and transitional housing shall be limited as follows:**

**a. Permanent supportive housing and transitional housing located in mixed-use zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited to 100 residents unless agreed upon with additional mitigation measures as part of an Occupancy Agreement.**

**b. Permanent supportive housing and transitional housing located in residential and nonresidential zoning districts in accordance with section 21.04.030 Comprehensive Allowed Uses Chart shall be limited in density and occupancy based on the underlying zoning district in which the use is proposed.**

**3. Occupancy Agreement.**

**a. An occupancy agreement shall be established with the City prior to occupancy of a permanent supportive housing or transitional housing use:**

**i. Property owners and operators shall enter into an agreement with the City in a form that is acceptable to the City.**

**b. The occupancy agreement shall include but not be limited to the following:**

**i. Names and contact information for onsite staff.**

**ii. Description of the services to be provided onsite.**

**iii. Description of the staffing plan including the following:**

**A. Number of staff supporting residents and operations;**

**B. Certification requirements;**

**C. Staff training programs;**

**D. Staff to client ratios; and**

**E. Roles and responsibilities of all staff.**

**iv. Program rules and/or code of conduct describing occupant expectation and consequences for failing to comply. The code of conduct shall at a minimum address the following topics:**

**A. The use or sale of alcohol and illegal drugs;**

**B. Threatening or unsafe behavior; and**

**C. Weapon possession.**

**v. Safety and security plan reviewed and approved by the Redmond Police Department.**

**vi. A plan for potential impacts on nearby businesses and/or residences including a proposed mitigation approach (for example, a "Good Neighbor Agreement Plan")**

**vii. Description of eligibility for residency and a referral process.**

**viii. Parking management plan that includes a prohibition of car camping onsite and in designated on-street parking.**

Section 10. Amendments to Redmond Zoning Code (RZC)

Article II Citywide Regulations. The provisions of RZC Article II

are hereby amended to include the new provisions of chapter RZC 21.60 Emergency Shelter and Emergency Housing as follows:

**NEW CHAPTER. 21.60 Emergency Shelter and Emergency Housing.**

**A. A short or long-term temporary use permit for emergency shelter or emergency housing shall be valid for the duration of a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator based on the following criteria:**

**1. Siting and Spacing of Emergency Shelters and Emergency Housing.**

**Emergency shelters and emergency housing shall be located no less than 1,000 feet from any established emergency shelters or emergency housing.**

**2. Density.**

**Individual emergency shelters and emergency housing shall be limited to a maximum number of occupants based on the site or structure capacity to maintain health, safety, and welfare of the total of permanent residents, temporary residents, and operational staff.**

**3. Occupancy Agreement.**

**a. An occupancy agreement shall be established with the City prior to occupancy of an emergency shelters or emergency housing use:**

**i. Property owners and operators shall enter into an agreement with the City in a form that is acceptable to the City.**

**b. The occupancy agreement shall include but not be limited to the following:**

**i. Name and contact information for onsite staff.**

**ii. Description of the services to be provided onsite.**

**iii. Description of the staffing including the following:**

**A. Number of staff supporting residents and operations;**

**B. Certification requirements;**

**C. Staff training programs;**

**D. Staff to client ratios; and**

**E. Roles and responsibilities of all staff.**

**iv. Operational rules and/or code of conduct describing occupant expectations and consequences for failing to comply. The code of**

**conduct shall at a minimum address the following topics:**

**A. The use or sale of alcohol and illegal drugs;**

**B. Threatening or unsafe behavior; and**

**C. Weapon possession.**

**v. Safety and security plan reviewed and approved by the Redmond Police Department.**

**4. Notice of Application, Land Use Action Sign, Neighborhood Meeting, and Notification.**

**The Notice of Application, Land Use Action Sign, neighborhood meeting, and mailed notice shall be waived for emergency shelters and emergency housing established in response to a State of Emergency, per RCW 43.06.200, or as authorized by the Code Administrator.**

Section 11. Amendments to Redmond Zoning Code (RZC) 21.08 Residential Regulations. The provisions of RZC Chapter 21.08 are hereby amended to include the new provisions of section RZC 21.08.400 Permanent Supportive Housing and Transitional Housing as follows:

**NEW SECTION. 21.08.400 Permanent Supportive Housing and Transitional Housing.**

**Refer to RZC 21.58 Permanent Supportive Housing and Transitional Housing.**

Section 12. Amendments to Redmond Zoning Code (RZC) 21.46 Temporary Uses. The provisions of RZC Chapter 21.46 are hereby amended to include the new provisions of section RZC 21.46.060 Emergency Shelter and Emergency Housing as follows:

**NEW SECTION. 21.46.060 Emergency Shelter and Emergency Housing.**

**Refer to RZC 21.60 Emergency Shelter and Emergency Housing.**

Section 13. Amendments to Redmond Zoning Code (RZC) 21.78 Definitions. The provisions of RZC Chapter 21.78, subsections E

Definitions, P Definitions, and T Definitions are hereby amended to include the new provision of definitions as follows:

**NEW SECTION. Emergency Housing. Emergency housing has the same meaning as RCW 36.70A.030 “Emergency housing” and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Housing.**

**NEW SECTION. Emergency Shelter. Emergency shelter has the same meaning as RCW 36.70A.030 “Emergency shelter” and as thereafter amended. Temporary encampments, as defined by RZC 21.78 Temporary Encampments, are not included in Emergency Shelter.**

**NEW SECTION. Permanent Supportive Housing. Permanent supportive housing has the same meaning as RCW 36.70A.030 “Permanent supportive housing” and as thereafter amended.**

**NEW SECTION. Transitional Housing. Transitional housing has the same meaning as RCW 84.36.043 “Transitional housing” and as thereafter amended.**

Section 14. Interim Nature of Regulations - Time Limit.

Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the amendments made by Sections 3 - 13 of this ordinance are an Interim Official Controls. The amendments shall be in effect for a period of one year from the date this ordinance becomes effective and shall thereafter expire, unless the same are extended as provided by law or unless more permanent regulations are adopted.

Section 15. Work Plan Adopted. The Planning and Community

Development Department is currently preparing an update to the Redmond Zoning Code that will soon be presented to the Redmond Planning Commission and then to the Redmond City Council in the first quarter of 2022. The amendments adopted by this Interim

Official Control shall be consolidated with the Zoning Code update and processed concurrently.

Section 16. Public Hearing. The Redmond City Council will hold a public hearing on the Interim Official Control adopted by this ordinance on October 5, 2021 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the City Council chambers at Redmond City Hall, 15670 NE 85<sup>th</sup> Street, Redmond, Washington. Notice of the public hearing shall be published in the City's official newspaper in the manner prescribed for Type VI hearings under the Redmond Zoning Code.

Section 17. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be transmitted to the Washington State Department of Commerce.

Section 18. Final Ordinance. City staff is hereby directed to complete preparation of the final ordinance, including correction of any typographical or scrivener's error.

Section 19. 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 20. Effective Date. This ordinance shall become effective five days after its publication, or publication of a



summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 17 day of August, 2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.