

# City of Redmond



## Agenda

### Business Meeting

**Tuesday, March 21, 2023**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Jessica Forsythe, President*

*Vanessa Kritzer, Vice President*

*Jeralee Anderson*

*David Carson*

*Steve Fields*

*Varisha Khan*

*Melissa Stuart*

## 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.

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## **AGENDA**

### **ROLL CALL**

#### **I. SPECIAL ORDERS OF THE DAY**

#### **II. ITEMS FROM THE AUDIENCE**

*Members of the public may address the City Council, on any topic, for a maximum of four minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start of the meeting.*

*In the event of difficulty attending a meeting in person, please contact the City Clerk ([cityclerk@redmond.gov](mailto:cityclerk@redmond.gov)) by 2 p.m. on the day of the meeting for the remote comment registration form.*

*Written comment may be emailed to [cityclerk@redmond.gov](mailto:cityclerk@redmond.gov) by 2 pm on the day of the meeting (500 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.*

#### **III. CONSENT AGENDA**

##### **A. Consent Agenda**

1. Approval of the Minutes: March 7, 2023, Regular Meeting and March 14, 2023, Special Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

[Regular Meeting Minutes for March 7, 2023](#)

[Special Meeting Minutes for March 14, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Approval Register, February 28, 2023](#)

[Payroll Approval Register, March 10, 2023](#)

[Check Approval Register, March 21, 2023](#)

3. [\*\*AM No. 23-033\*\*](#) Approval of the Second Amendment to the Agreement for Construction of Redmond Technology Station Pedestrian/Bicycle Bridge with Microsoft  
*Department: Public Works*

[Attachment A: Second Amendment to the Construction Agreement](#)

Legislative History

3/7/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

4. [AM No. 23-034](#) Authorize the Mayor or Her Designee to Access Sourcewell Cooperative Purchasing Contract No. 031622-AST for the Purchase and Replacement of Turf at Grass Lawn Park Multi-use Field #2, in the Amount Not-to-Exceed Project Budget of \$2,048,633, Project No. 50012206

*Department: Parks and Recreation*

[Attachment A: Vicinity Map](#)

Legislative History

2/28/23 Committee of the Whole - referred to the City Council  
Parks and Environmental Sustainability

5. [AM No. 23-035](#) Award Bid to NPM Construction of Maple Valley, WA, in the Amount of \$335,338 for the Rapid Rectangular Flashing Beacons Project

*Department: Public Works*

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Project Information](#)

6. [AM No. 23-036](#) Approval of the Bellevue, Kirkland, Redmond (BKR) - Interlocal Agreement Amendment

*Department: Planning and Community Development*

[Attachment A: BKR Transportation Forecast Model](#)

[Interlocal Agreement Amendment](#)

[Attachment B: BKR Transportation Forecast Model](#)

[Interlocal Agreement](#)

Legislative History

3/7/23 Committee of the Whole - referred to the City Council  
Planning and Public Works

7. [AM No. 23-037](#) Approval of the 2023-24 Go Redmond King County Metro Contract Renewal

*Department: Planning and Community Development*

[Attachment A: Agreement](#)



Legislative History

3/7/23

Committee of the Whole -  
Planning and Public Works

referred to the City Council

8. AM No.  
23-038

Approval of Ordinances Amending Title 4 of the Redmond Municipal Code, Boards, Commissions and Committees, and Adding Chapter, Adopting Chapter 2.38 regarding the Frequency of the Mayor and Council Salary Review, and Adopting Section 2.08.025 for Processes for Holding Meetings during a Declared Emergency

a. Ordinance No. 3115: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.10, General Procedures, for City Boards, Commissions and Committees, to Update for Clarity and Changes in State Law

b. Ordinance No. 3116: An Ordinance of the City of Redmond, Washington, Adopting Redmond Municipal Code (RMC) 4.47, Redmond Salary Commission, Codifying Provisions Relating to the Establishment and Operation of the Salary Commission; Adopting RMC 2.38 to Codify the Frequency of Review of the Mayor and Council Salaries; and Repealing Ordinance Nos. 2111, 2157 and 2262

c. Ordinance No. 3117: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.15, Arts and Culture Commission, to Update Code Language to Reflect Current Processes

d. Ordinance No. 3118: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.40, Parks and Trails Commission, to Update Code Language to Reflect Current Processes, Change Member Terms and Residency Criteria, and Add "Recreation" to the Name of the Commission

e. Ordinance No. 3119: An Ordinance of the City of Redmond, Washington, Adopting Redmond Municipal Code (RMC) 2.08.025, Meetings Held During a Declared Emergency, to Allow for Limited Public Attendance and

Fully Remote Meetings in Accordance with Changes to the Open Public Meetings Act

*Department: Executive*

[Attachment A: Ordinance - General Boards and Commissions Code Update](#)

[Attachment B: Ordinance - Salary Commission](#)

[Attachment C: Ordinance - Arts and Culture Commission Code Update](#)

[Attachment D: Ordinance - Parks and Trails Commission Code Update](#)

[Attachment E: Ordinance - Protocol for Meetings Held During a Declared Emergency](#)

[Brief Summary of Changes](#)

**Legislative History**

3/14/23	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council
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9. [\*\*AM No. 23-039\*\*](#) Adoption of a Resolution Approving the Allocation of \$1,321,900 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing

a. Resolution No. 1570: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Duly-Appointed Administering Agency for A Regional Coalition For Housing (ARCH) to Execute All Documents Necessary to Enter Into Agreements for the Funding of Affordable Housing Projects, as Recommended by the ARCH Executive Board, Utilizing Funds from the City's Housing Trust Fund

*Department: Planning and Community Development*

[Attachment A: ARCH 2022 Resolution](#)

[Exhibit A - ARCH 2022 Award Recommendations Binder](#)

[Attachment B: Council Issues Matrix](#)

**Legislative History**

2/21/23	Committee of the Whole - Public Safety and Human Services	referred to the City Council
3/7/23	City Council	referred to the City Council

10. [AM No. 23-040](#) Confirmation of Board and Commission Member Reappointments  
*Department: Executive*

11. [AM No. 23-041](#) Confirmation of Board and Commission Appointments  
*Department: Executive*

**Legislative History**

3/14/23 City Council referred to the City Council

12. [AM No. 23-042](#) Approval of the Reappointment of Latha Sambamurti to the Lodging Tax Advisory Committee (LTAC)  
*Department: Planning and Community Development*

[Attachment A: Current Terms and Vacancies](#)

**Legislative History**

3/14/23 Committee of the Whole - Finance, Administration, and Communications referred to the City Council

13. [AM No. 23-043](#) Approval of a Contract with EcoNorthwest, in the Amount of \$86,640, for an Economic Study of Incentive Packages for Redmond Centers  
*Department: Planning and Community Development*

[Attachment A: Contract with Exhibits](#)

**Legislative History**

3/14/23 Committee of the Whole - Finance, Administration, and Communications referred to the City Council

14. [AM No. 23-044](#) Approval of a Supplemental Agreement with BERK Consulting for Redmond 2050 Environmental Review  
*Department: Planning and Community Development*

[Attachment A: Supplemental Agreement No. 3 and Scope of Work](#)

**Legislative History**

3/14/23 Committee of the Whole - Finance, Administration, and Communications referred to the City Council

**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

**2. Ombudsperson Report**

*February: Councilmember Forsythe*

*March: Councilmember Khan*

**3. Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

**VII. EXECUTIVE SESSION**

**VIII. ADJOURNMENT**



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** SPC 23-020  
**Type:** Minutes

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Approval of the Minutes: March 7, 2023, Regular Meeting and March 14, 2023, Special Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

## **CALL TO ORDER**

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:08 p.m. The meeting was held in the Redmond City Hall Council Chambers.

## **ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Present: Councilmembers Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart

Absent: None

## **SPECIAL ORDERS OF THE DAY**

A. PROCLAMATION: Women's History Month

Mayor Birney read the proclamation into the record.

## **ITEMS FROM THE AUDIENCE**

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

- David Morton - using densification of housing, green building techniques, and sustainable transportation to reduce the city's carbon footprint; and
- Alex Tsimmerman - the importance of the freedom of speech and the quality of teaching.

## **CONSENT AGENDA**

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

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

### **III. CONSENT AGENDA**

#### **A. Consent Agenda**

1. Approval of the Minutes: February 11-12, 15-16, 2023, Special Meetings and February 21, 2023, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187630 through #187650  
#143329 through #144060  
#1541 through #1545

\$4,023,283.45

#187652 through #187671  
#144061 through #144796  
#1546 through #1550

\$3,953,252.62

CLAIMS CHECKS:

#444399 through #444531

\$2,303,398.79

3. AM No. 23-023: Approval of a Conduit Lease Agreement NE 90th Street Bridge
4. AM No. 23-024: Approval an Agreement with UKG, for an Additional Amount of \$94,500, for Workforce Management Phase 2
5. AM No. 23-025: Approval of an Interlocal Agreement-Mental Health Professional Services for City of Duvall
6. AM No. 23-026: Confirmation of Salary Commission Candidates
7. AM No. 23-027: Approval of Instructional Services Agreement for Trackers Increasing the Maximum Amount Payable to \$180,000
8. AM No. 23-028: Approval of Instructional Services Agreement for Tennis Outreach Program (TOPS) Increasing the Maximum Amount Payable to \$130,000
9. AM No. 23-029: Approval of Instructional Services Agreement for Nature Vision Increasing the Maximum Amount Payable to \$115,000
10. AM No. 23-030: Approval of Instructional Services Agreement for Eastside Skill Samurai Increasing the Maximum Amount Payable to \$90,000

The new Salary Commission members were sworn in at this time.

**ITEMS REMOVED FROM THE CONSENT AGENDA: NONE**

**HEARINGS AND REPORTS**

Public Hearing: None

Staff Reports:

- a. AM No. 23-031: Resolution Approving the Allocation of \$1,321,900 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing

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

- b. AM No. 23-032: Housing Action Plan Implementation Progress Report

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

- c. AM No. 23-033: Redmond 2050: Land Use and Community Design

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

Ombudsperson Report:

Councilmember Forsythe reported receiving resident contacts regarding: senior bus program; missing person; short term rental; gas powered leaf blowers; road construction near Marymoor; and sidewalk clearing on NE 85<sup>th</sup> Street.

Councilmember Stuart reported receiving resident contacts regarding: artificial turf; property tax assessments; Overlake incentives; pedestrian safety on Turing Street; history of exclusion event; and a CERT class update.

Councilmember Kritzer reported receiving resident contacts regarding: increasing apprenticeships in the city; break in; process for getting housing at the Together Center.



Councilmember Carson reported receiving resident contacts regarding: non-profit seeking to be listed as a provider and a moving and storage business.

Committee Reports:

Councilmember Stuart provided committee reports:

- Growth Management Planning Council; and
- Growth Management Policy Board.

Councilmember Fields provided a committee report:

- Lodging Tax Advisory Committee.

Councilmember Kritzer provided committee reports:

- WRIA 8 Subcommittee; and
- Sound Cities Association's Public Health Briefing.

Councilmember Anderson provided committee reports:

- Public Health; and
- Healthier Here.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION:**

A. Potential Litigation [RCW 42.30.110(1)(i)] - 10 minutes

Mayor Birney announced the Council will now leave the business meeting and go into Executive Session to discuss Potential Litigation [RCW 42.30.110(1)(i)] for 10 minutes. The executive session will end at 9:41 p.m. and the Council will reconvene in regular session. Per state law, public attendance is not allowed in the Executive Session.

*The Executive Session began at 9:31 pm and ended at 9:41 pm.*

MOTION: Councilmember Forsythe moved to authorize the Mayor to execute the allocation agreement and five participation agreements as discussed in Executive Session. The motion was seconded by Councilmember Stuart.

VOTE: The motion passed without objection. (7 - 0)

**ADJOURNMENT**

There being no further business to come before the Council  
the regular meeting adjourned at 9:41 p.m.

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

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

*Minutes Approved: March 21, 2023*

DRAFT

## **CALL TO ORDER**

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

## **ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, and Stuart.

Councilmembers Forsythe, Khan, and Kritzer were absent.

## **CANDIDATE INTERVIEWS**

The purpose of the special meeting was to interview the candidates for the Arts and Culture Commission, Parks and Trails Commission and the Library Board of Trustees.

Chris Weber, Staff Liaison, introduced the Arts and Culture Commission candidates Kyung Hee (Kay) Bae and Kathy O'Keefe.

The candidates spoke regarding interest in the work of the commission and responded to Councilmember inquiries.

Discussion ensued regarding their favorite art installation in the city; art in the future of the city; and decision-making process; and skills that will help them work with other commissioners.

Caroline Chapman, Staff Liaison, introduced the Parks and Trails Commission candidate Garrett Michaud.

The candidate spoke regarding working with the community, interest in the work of the board, and responded to Councilmember inquiries.

Discussion ensued regarding skills that will help him work with other commissioners; having many different types of parks facilities; favorite park in Redmond; and 15-minute communities.

Kara Simon, Chair of the Library Board of Trustees, introduced the Library Board of Trustees candidate Marilee Leon.

The candidate spoke regarding interest in libraries, serving the community, and responded to Councilmember inquiries.

March 14, 2023

Discussion ensued regarding learning about the library; favorite book; skills that will help her work with other board members; and evaluating conflicts in library space use.

**ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 6:56 p.m.

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

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

*Minutes Approved: March 21, 2023*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** SPC 23-021  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 2/01 - 2/28/2023  
Check Date: 2/28/2023

Check Total:	\$ -
Direct Deposit Total:	\$ 7,177.97
Wires & Electronic Funds Transfers:	\$ 9,226.73
Grand Total:	<u>\$ 16,404.70</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 through ,  
Direct deposits number **144797** through **144804** , and  
Electronic Fund transfe **1551** through **1551**  
are approved for payment in the amount of **\$16,404.70**  
on this **21 day of March 2023**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 2/01 - 2/28/2023  
Check Date: 2/28/2023

Total Checks and Direct deposit:	\$ 8,184.51
Wire Wilmington Trust RICS (MEBT):	\$ 8,220.19
Grand Total:	<u>\$ 16,404.70</u>

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 2/16 - 2/28/2023  
Check Date: 3/10/2023

Check Total:	\$ 57,918.28
Direct Deposit Total:	\$ 2,338,683.15
Wires & Electronic Funds Transfers:	\$ 1,515,444.68
Grand Total:	<u>\$ 3,912,046.11</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 **187672** through **187691** ,  
Direct deposits numbe **144805** through **145527** , and  
Electronic Fund transfe **1552** through **1556**  
are approved for payment in the amount of **\$3,912,046.11**  
on this **21 day of March 2023**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 2/16 - 2/28/2023  
Check Date: 3/10/2023

Total Checks and Direct deposit:	\$ 3,453,062.91
Wire Wilmington Trust RICS (MEBT):	\$ 458,983.20
Grand Total:	<u>\$ 3,912,046.11</u>

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington


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I, Interim Finance Director, do hereby certify to the City Council, that the checks for the month of March 2023 are true and correct to the best of my knowledge.

DocuSigned by:  
  
63E106A5C3D744A...  
\_\_\_\_\_  
Kelley Cochran, Interim 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 444532 through 444788, and Wire Transfers are approved for payment in the amount of \$9,404,771.49. This 21<sup>st</sup> day of March 2023.

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





## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-033  
**Type:** Consent Item

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

Public Works	Aaron Bert	425-556-2786
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**DEPARTMENT STAFF:**

Public Works	Mike Paul	Senior Engineer (Consultant)
Public Works	Steve Gibbs	Construction Supervisor
Public Works	Jon Spangler	Engineering Manager

**TITLE:**

Approval of the Second Amendment to the Agreement for Construction of Redmond Technology Station Pedestrian/Bicycle Bridge with Microsoft

**OVERVIEW STATEMENT:**

This amendment adds \$128,000 to the existing Construction Agreement between the City of Redmond and Microsoft. Under this reimbursement agreement Microsoft is funding City staff and consultant costs during the construction phase of the project. The additional funds from Microsoft are needed because the construction duration is longer than anticipated due to complexity of the project, construction challenges, large number of design changes, need to address non-conforming work, and nature of the design-build process.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Revised Code of Washington 39.80 and City Purchasing Policies and Procedures requires Council authorization for the Mayor to sign the contract.
- **Council Request:**  
N/A
- **Other Key Facts:**

The original Construction Agreement was approved by the City Council on 5/21/2019 for \$684,973. Amendment 1 was approved by City Council on 3/1/22 and increased the maximum amount payable by \$150,000, bringing the total to \$834,973. Amendment 2 increases the maximum amount payable by \$128,000, bringing the total to \$962,973.

**OUTCOMES:**

This pedestrian bridge will improve mobility, safety, and accessibility in the Overlake neighborhood by providing a new east-west trail connection across SR 520 for pedestrians and bicyclists to access the light rail stations, SR520 bike trail, and other destinations. This amendment funds the additional City and consultant resources needed to complete the project.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
CIP  
Other - Microsoft /City of Redmond Construction Agreement

**Budget Priority:**  
CIP

**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
3/7/2023	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Timely approval of this Amendment is important to enable Microsoft to provide continued, uninterrupted reimbursement to the City for staff and consultant costs incurred during the construction phase of the project.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City will not be reimbursed for all the staff and consultant work expected to be performed in 2023 to complete the project.

**ATTACHMENTS:**

Attachment A: Second Amendment to the Agreement for Construction of Redmond Technology Station Pedestrian/Bicycle Bridge

**SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION OF REDMOND  
TECHNOLOGY  
STATION PEDESTRIAN/BICYCLE BRIDGE**

THIS SECOND AMENDMENT (the “Second Amendment”) amends the Agreement (the “Agreement”) for Construction of Redmond Technology Station Pedestrian/Bicycle Bridge (the “Bridge”) entered into between Microsoft Corporation (“Microsoft”) and the City of Redmond (the “City”) on June 3, 2019, as previously amended by the First Amendment (“First Amendment”) entered into by Microsoft and the City on \_\_\_\_\_, 202\_\_. Microsoft and the City are collectively referred to as “Parties” and individually as “Party” under the Agreement and this Amendment.

WHEREAS, the Agreement establishes the duties and responsibilities of Microsoft and the City with respect to the design, permitting, and construction of the Bridge and for obtaining easements and approvals necessary for the construction, operation, and maintenance of the Bridge; and

WHEREAS, Section 10 of the Agreement provided that Microsoft would reimburse the City for all costs incurred by the City for construction management, construction inspection, real property and real property legal services associated with the Bridge, up to a maximum of \$684,973.00 as shown on Exhibit B to the Agreement; and

WHEREAS, the maximum amount provided in Section 10 of the Agreement and the breakdown of costs on Exhibit B of the Agreement were based on anticipated completion of the Bridge in December 2020 and an estimated cost for structural engineering services; and

WHEREAS, the First Amendment increased the maximum amount provided in Section 10 of the Agreement to \$834,973.00, based upon the anticipated date of completion of the Bridge being extended to May 2022; and

WHEREAS, the current schedule for the Bridge shows construction completion in May 2023, with additional work extending through December 2023, resulting in additional costs for the City; and

WHEREAS, continued City services and support, including but not limited to, project management, construction management, structural engineering, construction inspection, real property and real property legal services, and coordination, will be needed until all work is completed; and

WHEREAS, Microsoft and the City desire to amend the Agreement a second time to recognize the additional costs that will be incurred and to provide for reimbursement of those costs.

NOW, THEREFORE, in consideration of the recitals, terms, covenants, and conditions contained herein, the Parties agree as follows:

**Section 1. Maximum Reimbursement Increased.** Subsection 10(A) of the Agreement, as amended by the First Amendment, is hereby further amended to read as follows:

A. Microsoft shall reimburse the City for all costs incurred by the City to provide project management, construction management, structural engineering, construction inspection, real property and real property legal services, and coordination associated with the Bridge. Costs to be reimbursed shall include time specific to these services expended by City staff and its consultants performing these services up to a maximum amount of \$962,973 (which includes \$50,000 in contingency) as shown on Exhibit B attached to the Second Amendment to this Agreement. The City may submit invoices to Microsoft no more frequently than once per month and Microsoft shall pay the same within 30 days of receipt.

**Section 2. Exhibit B Amended.** Exhibit B to the Agreement, as amended by the First Amendment, is hereby further amended to read as set forth on Exhibit B attached hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below.

MICROSOFT CORPORATION, a Washington  
corporation

CITY OF REDMOND, a Washington  
municipal corporation

\_\_\_\_\_  
(Signature)  
Print or Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print or Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT B

	<b>EXHIBIT (Signed in 2019)</b>	<b>2020 (1.9%)</b>	<b>2021 (2.00%)</b>	<b>2022 Hourly Rates (5.00%)</b>	<b>2023 Hourly Rates (7.00%)</b>
<b>City Staff*</b>					
Engineer Supervisor	153.57	156.48	159.61	167.60	179.33
Engineer Sr.	95.56	97.38	99.32	104.29	111.59
Construction Inspector Lead	84.70	86.31	88.04	92.44	98.91
Transportation Engineer	108.8	110.86	113.08	118.74	127.05
Engineering Tech Sr.	81.87	83.43	85.10	89.35	95.61
Planner Sr.	73.96	75.37	76.87	80.72	86.37
<u>Lead Maintenance Worker</u>			78.22	82.13	87.88
<b>Consultants</b>					
Structural Engineer (ISE)	148.50	151.50	151.50	157.81	157.81
Sr. Real Property Agent (LeBonde Land)	135.00	135.00	135.00	135.00	135.00
Attorney at Law (OMW)	350.00	350.00	350.00	350.00	375.00
Project Manager (KPG Psomas)					138.00

\*City Staff Hourly Rates Include Salary, Benefits and Operating Costs.

Hourly rates will be adjusted annually to reflect salary adjustments, inflation, and any other adjustments so the rates reflect actual hourly rates.



## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-034  
**Type:** Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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**DEPARTMENT STAFF:**

Parks	Dave Tucheck	Deputy Director
Public Works	Jon Spangler	Engineering Manager
Parks	Eric O'Neal	Contract Manager

**TITLE:**

Authorize the Mayor or Her Designee to Access Sourcewell Cooperative Purchasing Contract No. 031622-AST for the Purchase and Replacement of Turf at Grass Lawn Park Multi-use Field #2, in the Amount Not-to-Exceed Project Budget of \$2,048,633, Project No. 50012206

**OVERVIEW STATEMENT:**

The synthetic turf on the Multi-use Field #2 at Grass Lawn Park was installed in 2009 and has reached the end of its useful life. The replacement turf system includes a shock pad and will be the third consecutive turf replacement project to use an alternative to crumb rubber infill. The playing surface will include lines for soccer, softball and cricket.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
CIP Portfolio Management  
PARCC Plan
- **Required:**  
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A
- **Other Key Facts:**

N/A

**OUTCOMES:**

The completion of this project will result in more inclusive recreation facilities for Redmond residents. The new turf system will provide a safe and consistent playing surface for its entire life expectancy.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
10/1/2022 through 11/30/2022. Primary Cricket Field User Groups
- **Outreach Methods and Results:**  
Direct contact via phone and email.
- **Feedback Summary:**  
The Cricket user groups provided detailed information on pitch layout and orientation of field lines. This information was added directly into the design drawings.

**BUDGET IMPACT:**

**Total Cost:**

Not-to-Exceed amount of \$2,048,633

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

**Budget Offer Number:**

CIP - Project # 50012206.18.01.03

**Budget Priority:**

CIP

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A

*If yes, explain:*

**Funding source(s):**

CIP

**Budget/Funding Constraints:**

An executed construction contract must be in place by Spring 2023 to allow ample time for the contractor to order materials from their manufacturing suppliers as lead times have become less predictable.

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**



Date	Meeting	Requested Action
2/28/2023	Committee of the Whole - Parks and Environmental Sustainability	Approve

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

An executed construction contract must be in place by Spring 2023 to allow ample time for the contractor to order materials from their manufacturing suppliers as lead times have become less predictable. The construction window for this project is 8/21/2023 through 10/31/2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

If this project does not move forward this year, the synthetic turf at Grass Lawn Multi-use Field #2 will continue to degrade. Increased resources will be required to maintain the field in a minimally safe condition until it reaches the point that requires closure.

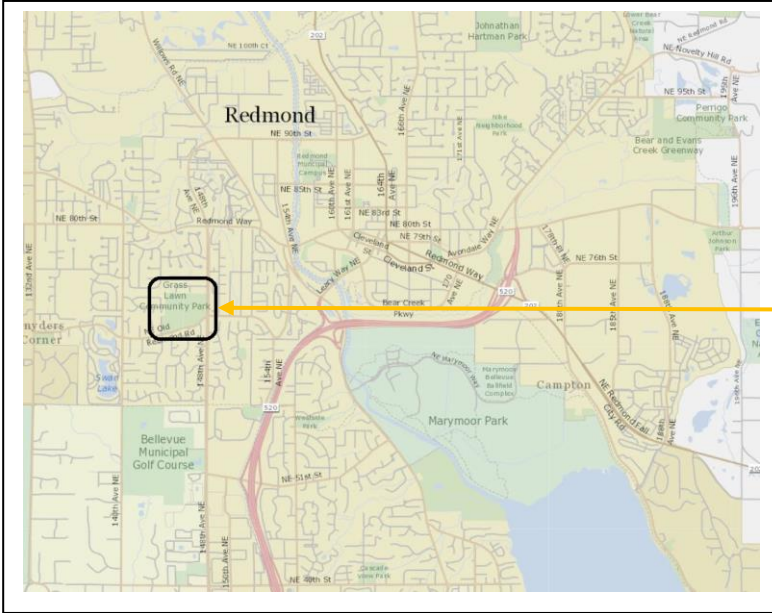
**ATTACHMENTS:**

Attachment A: Vicinity Map

## Attachment A

# Vicinity Map

## Grass Lawn Park Multi-use Field #2 Turf Replacement



Project Location



Field Location



NORTH

N.T.S.



## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-035  
**Type:** Consent Item

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

Public Works	Aaron Bert	425-553-5814
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**DEPARTMENT STAFF:**

Public Works	Aaron Noble	Project Manager
Public Works	Gina Schroeder	Program Administrator

**TITLE:**

Award Bid to NPM Construction of Maple Valley, WA, in the Amount of \$335,338 for the Rapid Rectangular Flashing Beacons Project

**OVERVIEW STATEMENT:**

This contract with NPM Construction in the amount of \$335,338 is for construction of the Rapid Rectangular Flashing Beacons project, Project No. 20022116/20022117.

Staff is also requesting Council increase the total funding for this project from \$445,658 to \$550,360.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required for award contract/agreements over \$300,000 per 2018 City Resolution 1503
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Approval of the Award of the Construction Contract is needed to accomplish the construction phase of the project. This project will improve the safety of pedestrian street crossings at NE 116<sup>th</sup> St and 159<sup>th</sup> Ave NE, Bear Creek Parkway and 159<sup>th</sup> PI NE, and 180<sup>th</sup> Ave NE and NE 70<sup>th</sup> St.

**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:**  
\$335,338

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Vibrant and Connected

**Other budget impacts or additional costs:** ☒ Yes ☐ No ☐ N/A

*If yes, explain:*

Staff are requesting an additional \$104,702 to complete the project.

**Funding source(s):**  
CIP

**Budget/Funding Constraints:**  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Award of bid must occur within 45 days of the bid opening (which occurred on February 16, 2023) or the contractor may withdraw their bid.

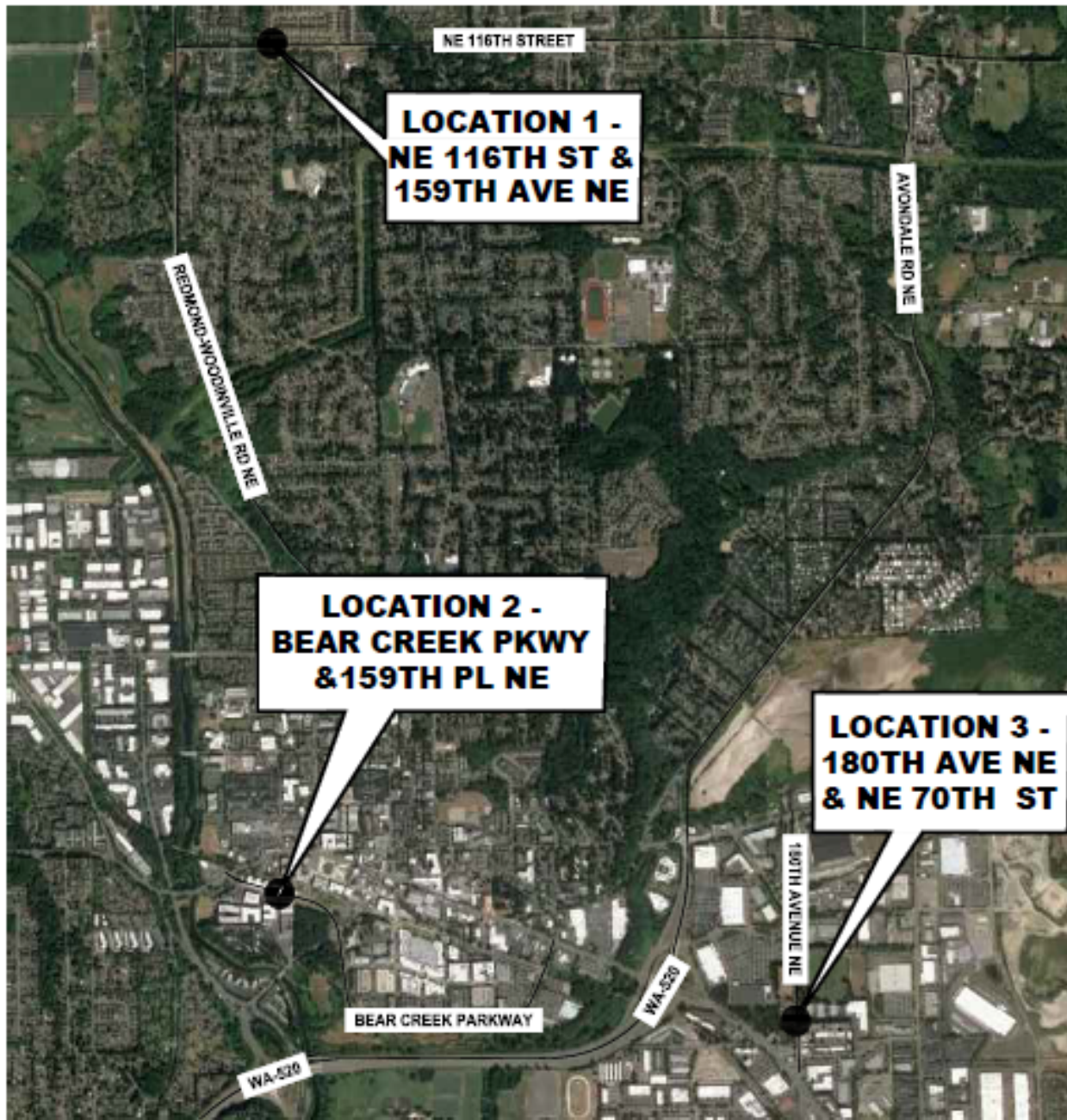
**ANTICIPATED RESULT IF NOT APPROVED:**


Not approving contract will result in delaying construction, increasing the cost to complete the project.

**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Bid Schedule Summary



**LOCATION MAP** 



## Attachment B – Additional Project Information

### Rapid Rectangular Flashing Beacons

#### Project Discussion

Budget increase was presented to Governance 2/19/23.

The increased costs are related to scope changes from project conception and material price increases.

#### Project-Related Community/Stakeholder Outreach

Text

#### Bid Results

The project was advertised in the *Daily Journal of Commerce* on February 1, 2023 and February 8, 2023. Bids were received and opened on February 16, 2023. The City received five bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Low Bidder NPM Construction	Maple Valley, WA	335,338 \$
Transportation Systems Inc.	Sumner, WA	345,205 \$
Kamins Construction	Bothell, WA	357,622 \$
Apcon Tech Inc.	Bellevue, WA	365,531 \$
High Bidder Titan Earthwork	Pacific, WA	415,896 \$
Engineer's Estimate		347,743 \$

All bidders' unit prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to NPM Construction.

#### Consultant Agreement History

	Date	Amount	Maximum Amount Payable
Parametrix Original Agreement	March 15, 2022	\$127,841	\$127,841

#### Fiscal Information

Current Project Budget	
CIP	445,658 \$
	\$
<b>Total Funding</b>	<b>445,658 \$</b>

**Estimated Project Costs**

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Design	127,000 \$
Right of Way	0.00 \$
Construction	368,139 \$
Contingency	55,221 \$
<b>Total Estimated Project Cost</b>	<b>550,360 \$</b>

**Budget Difference**                      **(104,702) \$**

**Previous Project-Related Council Touches**

<b>Date</b>	<b>Meeting</b>	<b>Action</b>
N/A		





## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-036  
**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	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia	Manager, Transportation Planning and Engineering
Planning and Community Development	Josh Mueller	Senior Transportation Strategist

**TITLE:**

Approval of the Bellevue, Kirkland, Redmond (BKR) - Interlocal Agreement Amendment

**OVERVIEW STATEMENT**

Since 2004, the cities of Bellevue, Kirkland, and Redmond (BKR) have had an interlocal agreement to coordinate the management of the BKR transportation forecast model platform. The model has recently been upgraded from being focused on auto-trip generation to an activity-based model, which better represents a multi-modal network. The 2004 agreement contains language that is not consistent with current technology and security standards and needs to be amended to reflect standard operating procedures as well as the updated model.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - 1) Comprehensive Plan - establishes the vision and policy direction for how the City will grow and develop
  - 2) Transportation Master Plan (TMP) - an element of the Comprehensive Plan that guides the City's transportation investments and activities
- **Required:**

Council approval is required for interlocal agreements.
- **Council Request:**

Approval

- **Other Key Facts:**

The original BKR Model was developed for the purpose of sharing, developing, and managing a four-step transportation forecast model platform, to support transportation planning and development efforts at the local and sub-regional level. The older BKR Model is limited for non-auto trip generation and is recommended to be retired. The model has recently been upgraded to an activity-based model, known as BKRCast, which incorporates secured employment data from the Washington State Employment Security Department (ESD) and requires detailed land use and traffic count data from each of the participating jurisdictions.

As per the interlocal agreement, Bellevue is the lead agency that administers, develops and maintains both the current BKR Model and BKRCast. Due to the security requirements of ESD, the City of Kirkland and the City of Redmond are both restricted from accessing BKRCast and working with Bellevue.

Kirkland and Redmond are actively trying to reach data sharing agreements with ESD for access to restricted data and to work with Bellevue and the BKRCast. This amendment documents the data sharing permissions needed for the City of Redmond. Bellevue and Kirkland are also requesting a similar amendment for their jurisdictions.

**OUTCOMES:**

Continued partnership with Bellevue and Kirkland on a sub-regional transportation forecasting model results with more accurate transportation forecasting results. The forecasting model supports the Comprehensive Plans Growth Alternatives, Concurrency, Transportation Impact Fee's, and decision making on transportation projects.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

No associated cost

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:**

0000034 - 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):**

General Funds

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
3/7/2023	Committee of the Whole - Planning and Public Works	Received Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

All three cities are presenting this Interlocal Agreement to their respective approval authority. All three cities are updating their Comprehensive Plans and Redmond is also updating its Transportation Master Plan. Coordination for approval is recommended for this amendment.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving would result in the City no longer participating in the BKR model, which would limit the City's transportation modeling capabilities and complicate joint planning efforts.

**ATTACHMENTS:**

Attachment A: BKR Transportation Forecast Model Interlocal Agreement Amendment - draft

Attachment B: BKR Transportation Forecast Model Interlocal Agreement 4568 1

INTERLOCAL AGREEMENT AMONG THE CITIES OF  
BELLEVUE, KIRKLAND AND REDMOND

TRANSPORTATION FORECAST MODEL PLATFORM  
DEVELOPMENT AND MAINTENANCE PROGRAM

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and among the City of Bellevue (hereinafter called “Bellevue”) who shall serve as the lead agency for the purpose of administering this program, the City of Kirkland (hereinafter called “Kirkland”), and the City of Redmond (hereinafter called “Redmond”). The cities of Bellevue, Kirkland and Redmond are collectively referred to as “the Parties.”

WHEREAS, Bellevue developed an enhanced suite of computer software including BKRCast, an activity simulator, and EMME, a traffic assignment program, for the Bellevue, Kirkland and Redmond (BKR) area with the cooperation and support of the other two jurisdictions through an inter-local agreement; and

WHEREAS, this enhanced software suite (hereinafter referred to as the “BKR model”) enables the three jurisdictions to project travel demand within the vicinity called the “planning area” or “sub-region”; and

WHEREAS, the BKR model is directly tied to each jurisdiction’s land use and transportation networks within the planning area; and land use and transportation network information must be carefully managed and routinely updated to support transportation planning activities; and

WHEREAS, the BKR model integrates elements of the regional travel demand model developed by Puget Sound Regional Council (PSRC); and

WHEREAS, continuous maintenance and periodic upgrades of the BKR model are necessary to provide accurate travel demand forecasts for the planning area and to sustain its benefits to the parties of this agreement; and

WHEREAS, one BKR model covering the three jurisdictions has established a common database to support traffic impact reviews for local development as well as mid- and long-range transportation planning within the planning area; and

WHEREAS, sharing one BKR model enhances opportunities to inform transportation decision-making at the local, sub-regional, and regional planning levels; and

WHEREAS, for purposes of this Agreement, the lead department at the City of Bellevue shall be the Transportation Department; the lead department at the City of Kirkland shall be the Public Works Department, and the lead department at the City of Redmond shall be the Planning Department; and

WHEREAS, the Growth Management Act of 1990 mandates that the transportation element of a Comprehensive Plan include intergovernmental coordination efforts, requiring review of the transportation plans and land use assumptions by adjacent jurisdictions; and

WHEREAS, significant public funds have been invested in the development, maintenance, and upgrade of the BKR model, its continued use shall be managed in order to leverage the investment for maximum public benefit; and

WHEREAS, the parties entered into a similar Agreement dated January 21, 2004, called *Interlocal Agreement Among The Cities Of Bellevue, Kirkland And Redmond – Transportation Forecast Model Platform Development and Maintenance Program*, which is hereby terminated and replaced as of the effective date of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

### I. PURPOSE

This agreement defines the roles and responsibilities of Bellevue, Kirkland, and Redmond for carrying out the travel demand forecast model development and maintenance program. This agreement provides for development and upgrade of model platforms, identification of resources, and establishment of guidelines for the use and maintenance of the model.

### II. PROJECT MANAGEMENT

The day-to-day management of the BKR model development, maintenance and updating shall be the responsibility of the Modeling Manager in the Bellevue Transportation Department, under the supervision of the Assistant Director for Transportation Planning and the Director of Transportation. The Modeling Manager has supervisory responsibility for a program of travel demand forecasting and traffic operations simulation activities, that includes the BKR model and related activities benefiting the BKR jurisdictions. The Bellevue Transportation Department will be responsible for maintaining appropriate expertise, training and staffing levels in the Modeling work unit.

A Technical Advisory Committee (TAC) shall be formed consisting of two staff members from each jurisdiction, with knowledge of the BKR model and its applications, plus a staff representative of PSRC's travel forecasting section. Bellevue's Modeling Manager shall serve as one of Bellevue's TAC members. The purpose of the TAC is to establish a coordinated and continuing work program for BKR model maintenance and updates that benefit of all three jurisdictions. The TAC shall:

- a) Develop guidelines and schedules for the collection of updated land use and network data by the member jurisdictions, transmittal to Bellevue, and incorporation into the BKR model;
- b) Review the model's technical adequacy, and identify and resolve technical issues;
- c) Develop an annual work program for the shared benefit, and with the shared resources of the three jurisdictions. The work program shall identify ongoing tasks and new initiatives, for which it shall define priorities, methods, schedules, and deliverables; and
- d) Define the responsibilities of the TAC Chair, and annually rotate the Chair among the members.

### III. ANNUAL SCHEDULE

The parties agree that the joint annual work program will describe the specific scope of work for the purposes of this agreement. The joint annual work program will be confined to those tasks that benefit the three jurisdictions and are jointly funded. These are related to the development, validation, maintenance and update of the base year model, the six-year model, and a long-range model.

In order to simulate the existing traffic conditions and to forecast future traffic congestion using the BKR model in a timely fashion, the parties agree to the following annual schedule:

- TAC shall initiate work program development for the next year during the 3<sup>rd</sup> quarter. TAC shall approve the work program by the end of the 4<sup>th</sup> quarter.
- Base Year Model platform, based on the previous year land use and transportation networks shall be developed by the end of the following 3<sup>rd</sup> quarter.
- Six-Year Model platform based on each jurisdiction's Capital Improvement Program (CIP) shall be developed within six months following the adoptions of CIPs.
- A long-range future year model platform based on each jurisdiction's Comprehensive Plan shall be developed within six months following the adoptions of these Plans. The horizon year of the long-

range model platform shall be determined by all parties involved. The future year model platform shall be reviewed annually, and updated if warranted, on a schedule as agreed to by all parties involved.

- Redmond and Kirkland shall reimburse Bellevue for their proportional costs necessary to implement the TAC approved work program by the end of 1st quarter of the following year.

#### IV. DURATION OF AGREEMENT

This Agreement shall take effect immediately upon its approval by Bellevue, Kirkland and Redmond, and shall remain in force until terminated. This Agreement may be terminated at any time pursuant to the procedure set forth in Section VIII of this Agreement.

#### V. CONFIDENTIALITY

In order to provide cost-effective utility to all the participating jurisdictions, each party must preserve and protect information privacy rights. In order to be able to access base year land use data which is developed based on employment data obtained from Washington State Employment Security Department (ESD), each jurisdiction must enter into and maintain an interagency data sharing agreement with ESD,

Information that is created by participants to support published analysis or reports, including plans or forecasts, shall be considered public domain upon its publication, and shall be available for use by all participants, subjected to restrictions contained in the interagency data sharing agreement with ESD.

Information that is created for comparison purposes without a related public release, for example, scenario analysis, land use alternatives, or sensitivity testing, shall be utilized for modeling purposes only—and shall not be released without first giving five days written notice from the originating jurisdiction.

#### VI. DISPUTE RESOLUTION

Attempts will be made to resolve technical differences by all the parties in a professional manner. When agreement cannot be reached at the Technical Advisory Committee level, the dispute shall be transferred to the Department Directors (Transportation, Public Works, or Planning) of the three cities, and failing resolution at that level, to the City Managers of Bellevue and Kirkland and the Mayor of Redmond for resolution.

#### VII. RESPONSIBILITIES

The responsibilities of Bellevue, Kirkland and Redmond are described in Attachment A.

Bellevue will have lead responsibility to develop, validate, maintain and update the BKR model platforms. Bellevue will accommodate access to the model platforms by Kirkland and Redmond through agreed method, subject to the restrictions of the interagency data sharing agreement with ESD.

Kirkland and Redmond will use the model independently, when and how they choose, unless they require Bellevue support, in which case, scope, schedule, and cost reimbursement shall be arranged separately between Bellevue and the requesting jurisdiction.

Bellevue, Kirkland and Redmond will assemble existing land use data consistent with the requirements of the model. Each city is responsible for collecting, maintaining, and updating its land use and roadway network databases, per guidelines determined by the Technical Advisory Committee.

## VIII. TERMINATION

Any party who wishes to terminate this agreement shall notify the other parties in writing. Termination shall become effective sixty days after all parties receive such notice. In the event that this agreement is terminated, Kirkland and/or Redmond may request from Bellevue, a copy of all the databases needed to execute the model. Bellevue shall make a copy of the database and send it to Kirkland and/or Redmond within thirty days after the termination becomes effective.

A termination notice in writing shall be sent to all the TAC members.

## IX. USE OF CONSULTANT

A party to this Agreement may use consultants to fulfill the responsibilities described in Attachment A, subject to the restrictions contained in the interagency data sharing agreement with ESD. Any party who wishes to use a consultant shall use its own contracting procedure and shall be solely responsible for managing and paying for its own consultant activities. If Kirkland or Redmond needs staff training, training needs and resources will be negotiated with the City of Bellevue. Bellevue encourages Kirkland and Redmond to develop in-house capability to use the model independently. Kirkland and Redmond may retain consultant services for staff training.

## X. RESOURCE NEEDS

Kirkland and Redmond shall reimburse Bellevue for a share of the costs incurred by Bellevue for annual maintenance and upgrading of the software and hardware, based on the respective proportion of Traffic Analysis Zones within each jurisdiction's geographic share of the BKR modeling area. Eligible software maintenance and upgrading costs include annual software license fees, staff time, overhead, and outside consultant contracts. Reimbursement shall be provided to Bellevue before the end of the next quarter after TAC approval of a work program.

Kirkland and/or Redmond may utilize additional modeling products outside of the joint TAC work program. In the event of Bellevue's assistance is requested, the Bellevue Modeling Manager shall provide, within ten business days after the request, a list of tasks/deliverables, cost estimate (covering Bellevue's costs) and completion schedule for consideration by the requesting jurisdiction. Bellevue will honor the resulting estimate for up to 30 days.

This agreement does not obligate any individual party to the payment of any costs which may be incurred in the future if any individual party wishes to upgrade, expand or restructure the model. When such need is identified, the TAC shall address such resource needs. All the parties to this agreement must agree to any cost allocation between the parties before such costs are incurred and work is begun.

## XI. LEGAL RELATIONS

Each of the parties to this agreement shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgement, and/or awards of damages arising out of, or in any way resulting from, each of the party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death or damages is caused by the sole negligence of the party. Where such claims, suits or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the parties or combination of the parties incur any

judgement, 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 responsible party or combination of the parties to the extent of that party's/those parties' culpability. This indemnification shall survive the termination of this agreement.

## XII. MODIFICATION

This agreement may be modified only upon written agreement of all parties hereto.

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

THE CITY OF BELLEVUE

\_\_\_\_\_  
Brad Miyake, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathy Gerla, City Attorney

THE CITY OF REDMOND

\_\_\_\_\_  
Angela Birney, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Haney, City Attorney

THE CITY OF KIRKLAND

\_\_\_\_\_  
Kurt Triplett, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Croll, Senior Assistant City Attorney



## ATTACHMENT A

### I. Responsibilities of Bellevue

1. Attend and participate in Technical Advisory Committee meetings. The TAC Chair will rotate among the members annually to plan agendas and facilitate discussions.
2. Provide support for developing the data base and other system components to be compatible with the current BKR model structure and platforms.
3. Review the model results and work with Kirkland, Redmond, and PSRC staff through TAC to identify potential improvements.
4. Validate the base year model using the screenlines and other guidelines established by TAC and identify potential problems. Bellevue will work with TAC to find ways to meet the calibration goals.
5. Develop, update and maintain the model platforms as described in this agreement.
6. Provide the post-processing template software and explain how it works.
7. Maintain the necessary software license and maintenance contract.
8. Notify Kirkland, Redmond, and of any changes in the model or operating procedure that may affect model operation.
9. Document the process and data systems for model development and upgrade.
10. Maintain the confidentiality of Kirkland and Redmond proprietary land use data and development plans.
11. Provide staff support to Kirkland and Redmond for project level model applications when available. Scope, schedule, and cost reimbursement shall be negotiated separately.

### II. Responsibilities of Kirkland

1. Attend and participate in Technical Advisory Committee meetings. The TAC Chair will rotate among the members annually to plan agendas and facilitate discussions.
2. Conduct existing land use inventory (usually to the end of previous year) as well as collect future land use planning data consistent with the required model format. Provide updated land use data to Bellevue by the end of the 2<sup>nd</sup> quarter.
3. Notify Bellevue of any TAZ update using general guidelines used for the BKR Model.
4. Notify Bellevue of any street network improvement and characteristics necessary to define the road network system.
5. Notify Bellevue of any transit line update and characteristics to define the transit line information.
6. Review the assumptions and data inputs and verify the results.
7. Determine independently how to use the BKR model.
8. Maintain the confidentiality of Bellevue proprietary land use data and development plans.
9. Maintain the confidentiality of Redmond proprietary land use data and development plans.
10. Reimburse the costs annually as agreed by the TAC to implement this agreement, including the additional cost associated with staff support for project level model applications.

### III. Responsibilities of Redmond

1. Attend and participate in Technical Advisory Committee meetings. The TAC Chair will rotate among the members annually to plan agendas and facilitate discussions.
2. Conduct existing land use inventory (usually to the end of previous year) as well as collect future land use planning data consistent with the required model format. Provide updated land use data to Bellevue by the end of the 2<sup>nd</sup> quarter.
3. Notify Bellevue of any TAZ update using general guidelines used for the BKR Model.
4. Notify Bellevue of any street network improvement and characteristics necessary to define the road network system.
5. Notify Bellevue of any transit line update and characteristics to define the transit line information.

6. Review the assumptions and data inputs and verify the results.
7. Determine independently how to use the BKR model.
8. Maintain the confidentiality of Bellevue proprietary land use data and development plans.
9. Maintain the confidentiality of Kirkland proprietary land use data and development plans.
10. Reimburse the costs annually as agreed by the TAC to implement this agreement, including the additional cost associated with staff support for project level model applications.

REC NO. 33820  
CITY OF BELLEVUE

INTERLOCAL AGREEMENT AMONG THE CITIES OF DATE 4/29/03  
BELLEVUE, KIRKLAND AND REDMOND M-TORNOU

TRANSPORTATION FORECAST MODEL PLATFORM  
DEVELOPMENT AND MAINTENANCE PROGRAM CO FILE# 03-320

CITY CLERK'S OFFICE

1256842

This agreement is made and entered into this 21 day of January, <sup>2004</sup>~~2003~~ by and among the City of Bellevue (hereinafter called "Bellevue") who shall serve as the lead agency for the purpose of administering this program, the City of Kirkland (hereinafter called "Kirkland"), and the City of Redmond (hereinafter called "Redmond").

WHEREAS, Bellevue enhanced a computer software called EMME/2 for the Bellevue, Kirkland and Redmond (BKR) area with the cooperation and support of the other two jurisdictions through an inter-local agreement that expired in 1996, and despite the expiration of that agreement, the three jurisdictions continued their joint use of the EMME/2 software; and

WHEREAS, this enhanced software, referred to as the "BKR model", enables the three jurisdictions to project travel demand within the vicinity called the "planning area" or "sub-region"; and

WHEREAS, the BKR model is directly tied to each jurisdiction's land use within the planning area; and land use information must be carefully managed and routinely updated to support transportation planning activities; and

WHEREAS, the BKR model integrates elements of the regional model developed by Puget Sound Regional Council (PSRC); and

WHEREAS, continuous maintenance and periodic upgrades of the BKR model are necessary to provide accurate travel demand forecasts for the planning area and to sustain its benefits to the parties of this agreement; and

WHEREAS, one BKR model covering the three jurisdictions has established a common data base to support traffic impact reviews for local development as well as mid- and long-range transportation planning within the planning area; and

WHEREAS, sharing one BKR traffic model enhances opportunities to influence transportation decision-making at the local, sub-regional, and regional planning levels; and

WHEREAS, the Growth Management Act of 1990 mandates that the transportation element of the Comprehensive Plan include intergovernmental coordination efforts, requiring review of the transportation plans and land use assumptions by adjacent jurisdictions; and

WHEREAS, significant public funds have been invested in the development, maintenance, and upgrade of the BKR traffic model, its continued use should be managed in order to leverage the investment for maximum public benefit;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

## I. PURPOSE

This agreement defines the roles and responsibilities of Bellevue, Kirkland and Redmond for carrying out the transportation forecast model development and maintenance program. This agreement provides for development and upgrade of model platforms, identification of resources, and establishment of guidelines for the use and maintenance of the model.

## II. PROJECT MANAGEMENT

The day-to-day management of the BKR model development, maintenance and updating shall be the responsibility of the Modeling Manager in the Bellevue Transportation Department, under the supervision of the Assistant Director for Transportation Planning and the Director of Transportation. The Modeling Manager has supervisory responsibility for a program of travel demand forecasting and traffic operations simulation activities, that includes the BKR model and related activities benefiting the BKR jurisdictions. The Bellevue Transportation Department will be responsible for maintaining appropriate expertise, training and staffing levels in the Modeling work unit.

A Technical Advisory Committee (TAC) shall be formed consisting of two staff members from each jurisdiction with knowledge of the BKR model and its applications, plus a staff representative of PSRC's travel forecasting section. Bellevue's Modeling Manager shall serve as one of Bellevue's TAC members. The purpose of the TAC is to establish a coordinated and continuing work program for that portion of the BKR model maintenance and upgrading that is for the benefit of all three jurisdictions. The TAC shall:

- a) Develop guidelines and schedules for the collection of updated land use and network data by the member jurisdictions, transmittal to Bellevue, and incorporation of the data into the BKR model;
- b) Review the model's technical adequacy, and identify and resolve technical issues; and
- c) Develop an annual work program for the shared benefit, and with the shared resources of the three jurisdictions. The work program shall identify ongoing tasks and new initiatives, for which it shall define priorities, methods, schedules, and deliverables.
- d) Define the responsibilities of the TAC Chair, and annually rotate the Chair among the members.

## III. ANNUAL SCHEDULE

The parties agree that the joint annual work program will describe the specific scope of work for the purposes of this agreement. The joint annual work program will be confined to those tasks that benefit the three jurisdictions and are jointly funded. These are related to the MP0-Joint Platform identified below, and involve the development, validation, maintenance and update of the Base Year Model (MP0). The City of Bellevue may divulge recurring schedule information for other portions of its modeling work program that are not part of the agreement for the purposes of: a) Establishing schedule parameters for agreement-related tasks, and b) Identifying additional modeling products that Kirkland and/or Redmond may find beneficial from time to time. These tasks are identified below as Bellevue Platforms.

In order to simulate the existing traffic conditions and to forecast future traffic congestion using the EMME/2 software in a timely fashion, the parties agree to the following annual schedule:

- Base Year Model (MP0-Joint Platform) should be completed by the end of 2<sup>nd</sup> quarter.
- TAC shall initiate work program development for the next year during the 3<sup>rd</sup> quarter.
- TAC shall approve a work program for the next year by the end of the 4<sup>th</sup> quarter.

- Redmond and Kirkland shall reimburse Bellevue for the costs necessary to implement the TAC approved work program by the end of 1st quarter.
- Concurrency Model (MP6-Bellevue Platform) should be completed by the end of 3<sup>rd</sup> quarter.
- Twelve-year traffic forecast model (MP12-Bellevue Platform) is for the mid-range Transportation Facility Plan (TFP) and will be built once every two years.
- Twenty-year traffic forecast model (MP20-Bellevue Platform) will be updated with the regional 20-year forecast update.

#### IV. DURATION OF AGREEMENT

This Agreement shall take effect immediately upon its approval by Bellevue, Kirkland and Redmond, and shall remain in force until terminated. This Agreement may be terminated at any time pursuant to the procedure set forth in Section VIII of this Agreement.

#### V. CONFIDENTIALITY

In order to provide cost-effective utility to all the participating jurisdictions, each party must preserve and protect information privacy rights.

Information that is created by participants to support published analysis or reports, including plans or forecasts, shall be considered public domain upon its publication, and shall be available for use by all participants (examples include the base model [MP0] and concurrency model [MP6] that Bellevue updates and publishes annually).

Information that is created for comparison purposes without a related public release, for example, scenario analysis, land use alternatives, or sensitivity testing, shall be utilized for modeling purposes only and shall not be released without first giving five days written notice to the originating jurisdiction.

#### VI. DISPUTE RESOLUTION

Attempts will be made to resolve technical differences by all the parties in a professional manner. When agreement cannot be reached at the Technical Advisory Committee level, the dispute shall be transferred to the Department Directors (Transportation, Public Works, or Planning) of the three cities, and failing resolution at that level, to the City Managers of Bellevue and Kirkland and the Mayor of Redmond for resolution.

#### VII. RESPONSIBILITIES

The responsibilities of Bellevue, Kirkland and Redmond are described in Attachment A.

Bellevue will have lead responsibility to develop, validate, maintain and update the BKR model platforms. Bellevue will accommodate access to the model platforms by Kirkland and Redmond through their terminal connections.

Kirkland and Redmond will use the model independently, when and how they choose, unless they require Bellevue support, which shall be arranged at a mutually agreeable time with prior notice.

Bellevue, Kirkland and Redmond will assemble existing land use data consistent with the requirements of the Bellevue model. Each city is responsible for maintaining and updating its land use and roadway network database, per guidelines determined by the Technical Advisory Committee.

## VIII. TERMINATION

Any party who wishes to terminate this agreement shall notify the other parties in writing. Termination shall become effective sixty days after all parties receive such notice. In the event that this agreement is terminated, Kirkland and/or Redmond may request from Bellevue, a copy of all the databases needed to execute the model. Bellevue shall make a copy of the database and send it to Kirkland and/or Redmond within thirty days after the termination becomes effective.

A termination notice in writing shall be sent to all the TAC members.

## IX. USE OF CONSULTANT

A party to this Agreement may use consultants to fulfill the responsibilities described in Attachment A. Any party who wishes to use a consultant shall use its own contracting procedure and shall be solely responsible for managing and paying for its own consultant activities. If Kirkland or Redmond needs staff training, training needs and resources will be negotiated with the City of Bellevue. Bellevue encourages Kirkland and Redmond to develop in-house capability to be able to use the model independently. Kirkland and Redmond may retain consultant services for staff training. Consultant staff who are under contract with and acting pursuant to the direction of either Redmond or Kirkland shall have the same rights of model access and use as those accorded Redmond and Kirkland staff for the purpose of carrying out activities described in the approved work program.

## X. RESOURCE NEEDS

Kirkland and Redmond shall establish a terminal station in each respective city, which shall include at least a graphics terminal and software capable of interfacing with the Bellevue system.

Kirkland and Redmond shall reimburse Bellevue for a share of the costs incurred by Bellevue for annual maintenance and upgrading of the EMME/2 software and hardware, based on the respective proportion of Traffic Analysis Zones within each jurisdiction's geographic share of the BKR modeling area. Reimbursement shall be provided to Bellevue before the end of the next quarter after TAC approval of a work program.

Kirkland and/or Redmond may utilize additional modeling products outside of the joint TAC work program. In the event of such a request, the Bellevue Modeling Manager shall provide, within ten business days after the request, a list of tasks/deliverables, cost estimate (covering Bellevue's costs) and completion schedule for consideration by the requesting jurisdiction. Bellevue will honor the resulting estimate for up to 30 days.

This agreement does not obligate any individual party to the payment of any costs which may be incurred in the future if any individual party wishes to upgrade, expand or restructure the model. When such need is identified, the TAC shall address such resource needs. All the parties to this agreement must agree to any cost allocation between the parties before such costs are incurred and work is begun.

## XI. LEGAL RELATIONS

Each of the parties to this agreement shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgement, and/or awards of damages arising out of, or in any way resulting from, each of the party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death or damages is caused by the sole negligence of the party. Where such claims, suits or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to

each of the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the parties or combination of the parties incurs any judgement, 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 responsible party or combination of the parties to the extent of that party's/those parties' culpability. This indemnification shall survive the termination of this agreement.

## XII. MODIFICATION

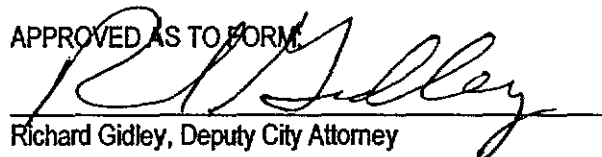
This agreement may be modified only upon written agreement of all parties hereto.

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

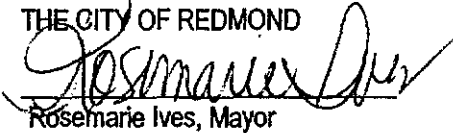
THE CITY OF BELLEVUE

  
Steve Sarkozy, City Manager

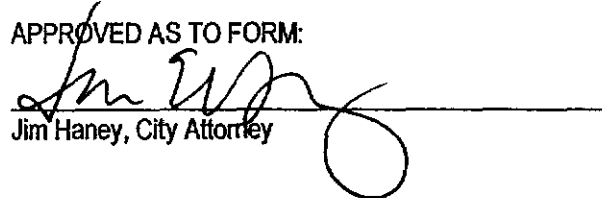
APPROVED AS TO FORM:

  
Richard Gidley, Deputy City Attorney

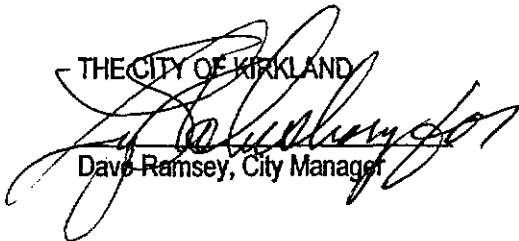
THE CITY OF REDMOND

  
Rosemarie Ives, Mayor

APPROVED AS TO FORM:

  
Jim Haney, City Attorney

THE CITY OF KIRKLAND

  
Dave Ramsey, City Manager

APPROVED AS TO FORM:

  
Bill Evans, Assistant City Attorney



## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-037  
**Type:** Consent Item

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

Planning and Community Development	Carol Helland	4255562107
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**DEPARTMENT STAFF:**

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia	Transportation Planning & Engineering Manager
Planning and Community Development	LaNaya Taylor	TDM Program Administrator

**TITLE:**

Approval of the 2023-24 Go Redmond King County Metro Contract Renewal

**OVERVIEW STATEMENT:**

The City of Redmond and King County Metro has successfully partnered since 1999 in a robust Transportation Demand Management (TDM) program, implemented under the label “Go Redmond.” Go Redmond program services are categorized into four categories: Employer TDM; Residential TDM; Equitable TDM; and TDM Pilot Programs. Go Redmond programming helps businesses meet required goals for the Commute Trip Reduction (CTR) law and Transportation Management Programs (TMP), reducing energy consumption, air pollution, and traffic congestion.

In anticipation of light-rail openings, some areas of focus for 2023-2024 include expanded education, and employer grants to Redmond employers; restarting our residential TDM focus with complete neighborhoods, and multifamily ORCA programs; getting Redmond light rail ready; and Hopelink continuing to implement Equitable TDM programming. Go Redmond will also explore new ways to collaborate on pilot interventions concerning shared parking opportunities and first/last mile solutions.

To continue the work, King County Metro has agreed to contribute \$247,500 of funding and the City provides a funding match of \$357,500. This contract allows Go Redmond to continue offering coordinated TDM products and services through December 31, 2024.

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

**REQUESTED ACTION:**

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



**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Commute Trip Reduction laws and Transportation Management Program Requirements
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This contract continues to advance the shared objectives of the City and Metro to reduce drive-alone trips, thereby gaining users of transit, vanpool, carpool, biking, and walking. Go Redmond programming helps businesses meet required goals for the Commute Trip Reduction (CTR) law and Transportation Management Programs (tmp), reducing energy consumption, air pollution, and traffic congestion.

**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:**

\$247,500 funded by King County Metro and \$357,500 of City contributions.

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

**Budget Offer Number:**

0000034 - 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):**

118 - Operating Grants. The Operating Grants Fund accounts for grants which are largely related to reducing congestion on the roadway.

**Budget/Funding Constraints:**

This agreement would fund products and services through December 31, 2024.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
3/7/2023	Committee of the Whole - Planning and Public Works	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The current King County Metro agreement expired December 31, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the proposed Interlocal agreement is not approved, we would not receive \$247,500 in funding from King County Metro for Go Redmond programming. Staff would have to adjust community expectations at a lower level of program service. Go Redmond programming would have to limit residential and employer incentivizing initiatives and not expand partnerships, such as pilot first/last mile solutions for Redmond community members.

**ATTACHMENTS:**

Attachment A: City of Redmond Contract

# **TRANSPORTATION DEMAND MANAGEMENT AGREEMENT**

## **BETWEEN**

## **KING COUNTY**

## **AND**

## **THE CITY OF REDMOND**

THIS TRANSPORTATION DEMAND MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into by and between the City of Redmond, a Washington municipal corporation (the “City”) and King County, a political subdivision of the State of Washington (the “County”), through its Metro Transit Department (“Metro”), either of which entity may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

Whereas, on August 31, 2020 the County was awarded a Congestion Mitigation and Air Quality Improvement program (“CMAQ”) grant from the Federal Transit Administration (“FTA”) (Award WA-2020-087-00) in the amount of \$6,488,278 (the “CMAQ Grant”) to help improve air quality in urban areas by financing investments in various transportation demand management (“TDM”) activities and transit access improvements that improve traffic flow and support and encourage alternatives to driving alone; and

Whereas, the CMAQ Grant will support multi-modal transportation project planning and demonstration programs to reduce drive-alone vehicle travel and increase high occupancy vehicle use to help reduce energy consumption, air pollution and traffic congestion. Limited research and development activities are allowed under the CMAQ Grant but cannot be the primary purpose of the grant-funded work. The County intends to use up to \$247,500.00 of the CMAQ Grant funds as a sub-award to the City for work performed in accordance with the terms and conditions of this Agreement and not for research and development purposes as defined by 2 CFR 200.87 Research and Development (R&D):

R&D means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

“Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed

toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

There will be no indirect costs charged to this award; and

Whereas, the City, whose Unique Entity Identifier (UEI) number is XK1UCKFKU3N9, and the County provide TDM programs to commuters, students and residents directly or through employers, schools and/or property managers; and

Whereas, such TDM programs may include incentives, outreach, promotions, website development and maintenance, materials and services that facilitate travel by public transportation, shared rides, bicycling, walking and teleworking; and

Whereas, the City's TDM strategies, including activities conducted through the City's *Go Redmond Program*, have been effective in reducing drive-alone trips in Redmond; and

Whereas, the City and County have continued to adapt and improve on these TDM strategies by targeting new market segments and adding new travel options for Redmond area residents and workers;

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

## **1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish a mutually beneficial arrangement between the City and the County that will help both Parties realize their respective TDM objectives. This Agreement also creates a mechanism to allow the County to reimburse the City for actual, direct costs incurred to perform the tasks identified in the Scope of Work ("SOW"), as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. In consideration of the City's performance of the tasks and responsibilities set forth in the SOW, the County will reimburse the City with available CMAQ Grant funds up to the capped reimbursement amount specified at Section 4 of this Agreement.

## **2. AGREEMENT TERM AND MODIFICATIONS**

Upon signature by both Parties, this Agreement shall be effective as of January 1, 2023, and unless earlier terminated, shall remain in effect through December 31, 2024. The period of performance is from January 1, 2023 through December 31, 2024. If mutually agreed, the Agreement and period of performance may be extended by written amendment for up to an additional two (2) years. Exhibits and attachments may be modified at that time as may be mutually agreed by the Parties. Any extension shall be made in writing in accordance with

Section 14 of the Agreement. The County will extend this Agreement only on the condition that all City accounts with the County are current.

### **3. CITY'S RESPONSIBILITIES**

The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work identified with particularity in the SOW at Exhibit A to this Agreement. In addition to required tasks, applicable timelines and budget are also identified in Exhibit A.

### **4. COUNTY'S RESPONSIBILITIES**

The County will reimburse the City for actual, direct costs incurred to satisfactorily perform the tasks and implement the TDM tasks as provided for in the SOW at Exhibit A to this Agreement. In no event shall the total reimbursement made by the County to the City for work performed pursuant to this Agreement exceed \$247,500.00 (the "Reimbursement Cap").

### **5. INVOICE AND PAYMENT PROCEDURES**

The City shall submit completed invoice(s) to the County detailing direct costs, quarterly activities, outcomes and metrics within thirty (30) calendar days following each quarter's end. The County shall pay the City within thirty (30) calendar days after the County has received completed invoices. Indirect costs are not eligible for reimbursement under this Agreement.

In no event will the total County payments to the City exceed the Reimbursement Cap specified at Section 4 of this Agreement without the Parties mutually agreeing to amend this Agreement in accordance with Section 14 of the Agreement.

### **6. FEDERAL REQUIREMENTS**

A. This Agreement is subject to a financial assistance agreement between the County and the FTA. The City shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, which are attached hereto or incorporated herein by this reference:

1. 2 CFR Part 200.300 through 2 CFR Part 345, contained in Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/xml/CFR-2015-title2-vol1.xml#seqnum200.300>
2. 2 CFR Part 200.400 through 2 CFR Part 200.475, contained in Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards. The text is available at: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/xml/CFR-2015-title2-vol1.xml#seqnum400.1>

3. The requirements and obligations imposed on a “Recipient” under the applicable provisions of the FTA Master Agreement. The Master Agreement text is available at: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2020>
4. The requirements of FTA Circular 5010.1E Project Administration and Management. Circular 5010.1E text is available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/award-management-requirements-circular-50101e>
5. If the City contracts with a third party to provide all or a portion of the services described in this Agreement, then the City shall comply with FTA Circular 4220.1F. Circular 4220.1F text is available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
6. Applicable FTA Third Party Contract Provisions – Standard Terms and Conditions. The text is attached as Exhibit B which, together with Attachments A through E, is incorporated herein by this reference.

B. New federal laws, regulations, policies, procedures and directives may be adopted after the date this Agreement is established and may apply to this Agreement. The City agrees to accept and comply with all applicable laws, regulations, policies, procedures and directives as may be amended or promulgated from time to time during the term of this Agreement.

C. The City shall not perform any act, fail to perform any act, or refuse to comply with any requests by the County which would cause the County to be in violation of any federal law or FTA requirement. The City’s failure to so comply with this Section shall constitute a material breach of this Agreement.

D. The County and City acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, City, or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant thereto) pertaining to any matter resulting from this Agreement.

E. The City agrees to extend application of the federal requirements to its subrecipients or contractors, and their respective subcontractors, by including this Section and the related exhibits and attachments in each contract and subcontract the City awards under this Agreement financed

in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the subrecipient or contractor which will be subject to its provisions.

F. The City acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, the City certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the City further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the City to the extent the Federal Government deems appropriate.

1. The City also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5323(l)(1) on the City, to the extent the Federal Government deems appropriate.
2. The City agrees to include the language in Section F and Section F(1) above in each contract and subcontract it awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

#### G. Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 2 CFR part 1200. As such, the City is required to verify that none of the City, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The City is required to comply with 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the City certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the City knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The City agrees to comply with the requirements of 2 CFR 1200, Subpart C while this offer is valid and throughout the period of

any work or service that may arise from this Contract. The City further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Because the County is sub-granting \$25,000 or more of pass-through FTA funds, the County must comply with the reporting requirements of The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L.109-282., as amended by section 6202(a) of P.L. 110-252). The FFATA prescribes specific data to be reported and the County hereby agrees to report sub-award data into the website [www.USASpending.gov](http://www.USASpending.gov) via [www.ftrs.gov](http://www.ftrs.gov). The City agrees to provide the County with the information required in this paragraph within thirty (30) calendar days from the execution date of this Agreement:

- a. Location of the City (physical address(es), including congressional district(s)); and
- b. Place of performance (physical address(es), including congressional district(s)); and
- c. Unique identifier of the City and its parent (DUNS Number, a unique nine-digit number issued by Dun & Bradstreet (D&B) to a single business entity assigned to each business location in the D&B database having a unique, separate, and distinct operation for the purpose of identifying it); and
- d. Total compensation and names of top five (5) executives IF BOTH of the following apply:
  - i. More than eighty percent (80%) of the City's gross annual revenues are from the federal government, and those revenues are greater than \$25,000,000 annually, and
  - ii. Compensation information is not already available through reporting to the Securities and Exchange Commission.

I. The City agrees to provide the County with its Federal Central Contractor Registration number within thirty (30) calendar days of the execution of this Agreement. If it has not already registered, the City agrees to register with the Federal Central Contractor Registration at <https://sam.gov/content/home> and provide the County with the registration number within thirty (30) calendar days from the execution date of this Agreement. *Exceptions may be made on a case-by-case basis upon approval by the County.*

J. The City agrees to provide the County with a copy of its Title VI implementation plan in accordance with FTA Circular 4702.1B, Chapter III, Section 11. If the City does not have a Title VI plan, the County and the City agree to work together to sufficiently document the City's adoption of the County's Title VI plan, or in the alternative, the City's implementation of its own Title VI plan.

K. In accordance with FTA Circular 4702.1B, Chapter II, Section 2, and by signing this Agreement, the City certifies that it will comply with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, U.S. Department of Justice "Guidelines for enforcement of Title



VI, Civil Rights Act of 1964, 28 CFR §50.3, U.S DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21.

## **7. DISPUTE RESOLUTION PROCESS**

- 7.1 Designated Dispute Resolution Representatives. The following individuals are the Designated Representatives for the purpose of resolving any disputes that may arise under this Agreement:

<b>For the County</b>	<b>For the City</b>
Carol Cooper Mobility Innovations Managing Director King County Metro 201 South Jackson Street, M/S KSC-TR-0411 Seattle, WA 98104 (206) 477-5871 carol.cooper @kingcounty.gov	Carol Helland Planning and Community Development Director 15070 NE 85 <sup>th</sup> St PO Box 97010 Redmond, WA 98073-9710 206-425-2426 chelland@redmond.gov

- 7.2 The County representative and the City representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The designated representatives shall use their best efforts and exercise good faith to resolve such disputes.
- 7.3 In the event the Designated Representatives are unable to resolve the dispute, the appropriate City Administrator or her/his designee and the General Manager of King County Metro or her/his designee shall confer and exercise good faith to resolve the dispute.
- 7.4 In the event the City Administrator and the General Manager of King County Metro are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).
- 7.5 If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing.

- 7.6 The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

## **8. TERMINATION**

- 8.1 Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event of termination of this Agreement, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 8.2 Termination for Cause. If either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to initiate a correction of the violation or failure within fifteen (15) calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.
- 8.3 Termination for Non-Appropriation or Loss of Grant Funding. This Agreement is contingent upon federal grant funding and local legislative appropriations. As such, in addition to termination for default or convenience, the County may terminate this Agreement for non-appropriation or loss of grant funding by giving not less than thirty (30) calendar days' written notice thereof to the City.

## **9. LEGAL RELATIONS**

- 9.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 9.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement.
- 9.3 Independent Capacity. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 9.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 9.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in

all cases, be construed according to its fair meaning and not strictly for or against either Party.

9.6 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

9.7 Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any work using funds provided under this Agreement.

## **10. FORCE MAJEURE**

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

## **11. INDEMNIFICATION**

Both Parties shall protect, defend, indemnify and save harmless each other, their officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from either Party's negligent acts or omissions in performing their obligations under this Agreement. The Parties agree that they are fully responsible for the acts and omissions of their own contractors, subcontractors, employees, and agents, acting within the scope of their employment as such, as they are for the acts and omissions of its own employees and agents. The Parties agree that their obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of their employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of both Parties immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Parties only, and only to the extent necessary to provide the Parties, their officers, employees, and agents with a full and complete indemnity of claims made by the Parties employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

## **12. WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

## **13. SEVERABILITY**

If any provision of this Agreement or any provision of any exhibit or attachment incorporated into the Agreement by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **14. CHANGES AND MODIFICATIONS**

This Agreement may be changed, modified, or amended only by written agreement executed by authorized representatives of both Parties.

## **15. REPRESENTATION ON AUTHORITY OF SIGNATORIES**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

## **16. ALL TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

## **17. CONTRACT MANAGEMENT**

The contact persons for the management of this Agreement (the “Contract Managers”) are identified and their contact information is provided herein and may be updated by either Party for their agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers’ information shall state the effective date of said update.

<b>Contract Manager</b>	<b>King County</b>	<b>City of Redmond</b>
Contact Name	Kristine Edens	LaNaya Taylor

Title	Transportation Demand Management Lead (TDM Lead) King County Metro Market Innovation Section	Transportation Demand Management (TDM) Program Administrator City of Redmond
Address	201 S. Jackson St. M/S KSC-TR-0411 Seattle, WA 98104	15670 NE 85 <sup>th</sup> St. PO Box 97010 Redmond, WA 98073-9710
Telephone	(206) 263-9701	425-556-2482
E-Mail	<a href="mailto:Kredens@kingcounty.gov">Kredens@kingcounty.gov</a>	<a href="mailto:Ltaylor@redmond.gov">Ltaylor@redmond.gov</a>

The City shall conduct project administration and management to facilitate the effective and efficient progress and completion of the activities identified in Exhibit A (SOW) for the 2023-2024 period of performance. The City agrees to provide quarterly progress reports and invoices within thirty (30) days from the end of the quarter and any additional grant reporting requirements as requested by the County. The progress reports and invoices shall follow templates provided by the County within 30 days of agreement execution. Additionally, the City shall attend a quarterly TDM Regional Collaboration Meeting facilitated by the County with regional TDM partners.

## **18. RECORDS RETENTION AND AUDIT**

- 18.1 During the term of this Agreement and for a period of not less than six (6) years from the expiration or earlier termination of the Agreement, or the date of final payment by the County, whichever is later, the City shall keep available for inspection and audit by the County and the federal government the records pertaining to the Agreement and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Agreement will be furnished by the City upon request. If any litigation, claim or audit is commenced related to performance of the Agreement, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 18.2 All Agreement costs must be documented including copies of invoices and time sheets showing hours worked and rates, or financial system expense reports documenting these items.
- 18.3 The County, the U.S. Department of Transportation, the FTA, the State Auditor, and the Inspector General and any of their duly authorized representatives shall have full access to and right to examine, during normal business hours, all City records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and other matters covered by this Agreement.

- 18.4 Unless already published and available through the online, accessible audit reporting database at the federal audit clearinghouse, the City shall submit to the County a copy of the City's A-133 Single Audit report when requested by the County for subrecipient monitoring purposes.

## **19. EXECUTION OF AGREEMENT**

This Agreement may be executed in multiple counterparts, any one of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

### **KING COUNTY**

By: \_\_\_\_\_  
Terry White  
General Manager  
King County Metro

Date: \_\_\_\_\_

### **CITY OF REDMOND**

By: \_\_\_\_\_  
Carol Helland  
Planning and Community Development  
Director  
City of Redmond

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### Transportation Demand Management Agreement with King County Metro Period of Performance January 1, 2023 – December 31, 2024

##### Description

Continuing the successful partnership between the City of Redmond and King County Metro that has been in place since 1999, the 2023-2024 budget and scope of work is laid out below. King County Metro would contribute \$247,500 of funding that will allow Go Redmond to continue offering coordinated Transportation Demand Management products and services through December 31, 2024. It is a matching grant with the City of Redmond, where the City provides a further \$357,500 to complete work in four categories: Employer TDM, Residential TDM, Equitable TDM, and TDM Pilot Programs.

##### Background

The partnership between the City of Redmond and King County began in 1999 to educate and engage Redmond residents, employees and employers in using alternatives to driving alone through the Go Redmond program. The services help businesses meet their goals for the Commute Trip Reduction (CTR) law and Transportation Management Programs (TMP) and thereby reduce energy consumption, air pollution, and traffic congestion. Go Redmond continues to advance the City's and Metro's shared objectives to reduce drive-alone trips, gaining users of transit, vanpool, carpool, biking and walking. Go Redmond has been very successful in forming partnerships with local businesses, schools and residents to provide effective alternatives to single-occupant vehicle use.

##### Work Plan with Cost Breakdown

Funds will be used in 2023 and 2024 under the City of Redmond TDM program to support a multimodal city where residents, visitors, and employers have equitable access to transportation options. Under this contract and budget cycle, work will be focused in four key areas:

1. Employer TDM: Continuing our successful partnership, the Go Redmond program will continue to support commuters by providing education and training to Employee Transportation Coordinators, transportation program grants, and transportation subsidies for their employees. We plan to emphasize telecommuting grants, subsidies, and education for employers and support their transition back to the workplace post COVID-19, with an emphasis on supporting the essential work force (healthcare, manufacturing, etc.). We plan to document employer grants, subsidy and incentive distribution and will submit as a part of our quarterly invoicing.
2. Residential TDM: 80% of all trips are non-commute related and with Redmond's projected growth and urbanization, TDM efforts are needed to reduce drive alone trips, reliance on a personal vehicle, reduce congestion, and improve the health and

vitality of our community. Residential TDM will include outreach and pilot programming to multifamily buildings, neighborhood-based outreach, and a school-based program.

3. Equitable TDM: Transportation related costs are the second highest household expense and low-income households are especially burdened by these costs. Certain modes of transportation seeing a pronounced gender gap or divergent experiences using the available options. Men are twice as likely to be bicycle commuters, and women have more pronounced safety concerns in using public transit. By TDM working to address equity issues, we are ensuring all people in Redmond have access to safe transportation options and we are building a more equitable and welcoming city. We will partner with Hopelink to continue to provide education and support to our under served populations.
4. Pilot Interventions: The TDM Landscape is changing quickly with new technologies and transportation options in micro mobility. By keeping a flexible program structure, the City of Redmond's TDM program can address opportunities as they arise and show proof of concept to new technologies and approaches.

Funding Category	Program Areas	2023-2024 Budget	COR %	KCM %
Employer TDM	Transportation Subsidies: Vanpool, Transit, Carpool, and Teleworking	\$ 80,000.00	100%	0%
	Commuter Incentives	\$ 10,000.00	100%	0%
	ETC Education, Employer Consulting, and Grants	\$ 100,000.00	50%	50%
	Program Administration and Marketing	\$ 55,000.00	50%	50%
	<b>Employer TDM Subtotal</b>	<b>\$ 245,000.00</b>	<b>\$167,500</b>	<b>\$77,500</b>
Residential TDM	SchoolPool	\$ 70,000.00	50%	50%
	TDM in Urban Centers & Transit Oriented Developments (light rail ready, 10 min neighborhoods, Multifamily ORCA program)	\$ 80,000.00	50%	50%
	<b>Residential TDM Subtotal</b>	<b>\$ 150,000.00</b>	<b>\$75,000</b>	<b>\$75,000</b>
Equitable TDM	TDM for the Redmond Workforce	\$ 40,000.00	50%	50%
	TDM for Diverse Communities (Hopelink)	\$ 70,000.00	50%	50%
	<b>Equitable TDM Subtotal</b>	<b>\$ 110,000.00</b>	<b>\$ 55,000</b>	<b>\$55,000</b>
Pilot Interventions	TDM Activities for a rapidly changing environment	\$ 60,000.00	50%	50%
	Coordination and outreach on new services	\$ 10,000.00	50%	50%
	Shared Parking: Private Park & Ride to access transit	\$ 40,000.00	75%	25%
	<b>Pilot Interventions Subtotal</b>	<b>\$ 110,000.00</b>	<b>\$60,000</b>	<b>\$40,000</b>
<b>2023-2024 Budget Total</b>	<b>GRAND TOTAL</b>	<b>\$615,000</b>	<b>\$357,500</b>	<b>\$247,500</b>



## EXHIBIT B

### FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY CONTRACT REQUIREMENTS

This Contract will be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, as revised, dated March 18, 2013, as are the requirements of the Master Agreement between King County (“the County”) and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors and Subcontractors are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

#### 1-1 Disadvantaged Business Enterprise (DBE) Participation

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- B. DBE Program. The DBE requirements of 49 CFR Part 26 apply to this Contract. King County has determined that no DBE goal will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.
- C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
  - 1. Advertise opportunities for subcontractors and suppliers (“subcontractors”) in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.
  - 2. Effectively use the services of available minority/women community organizations, Contractors’ groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a

case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

5. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
6. Achieve DBE attainment through joint ventures.
7. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
8. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved.
9. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
10. Negotiate in good faith with interested DBEs and other small businesses.
11. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
12. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
13. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.

D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date of contract award.

E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Office of Business Development and Contract Compliance (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 263-9717. Notice referenced herein should be delivered to the following address:

King County Department of Finance

Office of Business Relations and Economic Development  
401 Fifth Avenue, Suite 350  
MS CNK-ES-0350  
Seattle, WA 98104  
Phone: (206) 263-9717  
Fax: (206) 205-0840

- F. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.
- G. The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

#### **1-2 Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **1-3 No Federal Government Obligations to Third Parties**

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **1-4 Civil Rights**

The following requirements shall apply to this Contract and all third-party contracts:

(A) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, U.S. Department of Justice "Guidelines for enforcement of Title VI, Civil Rights Act of 1964, 28 CFR §50.3, U.S DOT regulations, "Nondiscrimination in Federally-Assisted

Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any person on the basis of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 793 and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Sex. In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, and FTA Circular 4220.1F Chapter IV, Section 2(a)(5)(b), the Contractor agrees to refrain from discrimination against present and prospective employees on the basis of their sex. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age. In accordance with The "Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, and section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.'

(C) Information and Reports. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor shall maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the FTA, as appropriate, and shall set forth efforts made to obtain the information.

(D) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

(E) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **1-5 Labor Provisions – Non-Construction Contracts (For Contracts in excess of \$100,000)**

The Contractor agrees to comply, and assures the compliance by each subcontractor or subconsultant at any tier with any applicable employee protection requirements for non-construction employees of Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Sections 3701-3702 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. These include but are not limited to the following:

**A. Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1))

**B. Violation: Liability for Unpaid Wages: Liquidated Damages**

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2))

**C. Withholding for Unpaid Wages and Liquidated Damages**

The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3))

**D. Payrolls and Basic Records**

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c))

## **E. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)). The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.

### **1-6 Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **1-7 Audit and Inspection of Records**

**Access to Records.** The following access to records requirements apply to this Contract:

A. Where the FTA Recipient or a subgrantee of a FTA Recipient ("Purchaser") is the County, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions in accordance with 2 C.F.R. 200.336. Contractor also agrees to provide the County and the FTA Administrator or his or her authorized representatives including any PMO Contractor, pursuant to 49 C.F.R. 633.17, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Purchaser, the FTA Administrator or his or her authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified

acquisition threshold currently set at \$100,000 (49 CFR Part 633.5).

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 C.F.R. 200.336, the Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

G. FTA does not require the inclusion of these requirements in subcontracts.

## **1-8 FTA Protest Procedures**

Bidders are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the FTA may entertain a protest that alleges that the County failed to have or follow written protest procedures. Bidders must file a protest with the FTA not later than five (5) working days after the County renders a final decision or five (5) working days after the Bidder knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After five (5) days, the County will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

The County will not award a contract for five (5) working days following its decision on a Bid protest or while a protest to the FTA is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government.



## **1-9     Privacy**

Should the Contractor, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party contractors, subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract, which involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

## **1-10    Certification Regarding Debarment, Suspension and Other Responsibility Matters**

Pursuant to Executive Order 12549 and 12689, “Debarment and Suspension,” 31 USC § 6101 note and federal regulations in 2 CFR Part 180.300 and 2 CFR Part 1200, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds \$25,000, each Bidder shall complete and submit, as part of its Bid, the certification contained in Attachment A for itself, its principals and its subcontractor(s) for any subcontract in excess of \$25,000. The inability of a Bidder to provide a certification in Attachment A will not necessarily result in denial of consideration for contract award. A Bidder that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation shall disqualify the Bidder from participation under this Bid. The County, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Bidder or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Bidder knowingly rendered an erroneous certification or failed to notify the County immediately of circumstances that made the original certification no longer valid, the County may disqualify the Bidder. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

### **1-11 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility**

By submitting a Bid for this Contract, the Bidder agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in Attachment B.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the certification set forth in Attachment B.

The Contractor shall require each subcontractor, regardless of tier, to immediately provide written notice to the Contractor if at any time the subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the subcontractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

### **1-12 Disclosure of Lobbying Activities**

Bids in excess of \$100,000 require Attachment C, "Certification Regarding Lobbying," and Attachment D, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, in accordance with the instructions contained in Attachment F to this Agreement, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 *et seq.*, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

### **1-13 False or Fraudulent Statements or Claims**

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **1-14 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

#### **1-15 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

##### **A. Environmental Protection**

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note; FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

##### **B. Air Quality**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in

turn, report each violation as required to assure notification to FTA and the appropriate U.S. Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**C. Clean Water**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.* The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**D. Use of Public Lands**

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for work performed under this contract unless the FTA makes the specific findings required by 49 USC § 303.

**E. Historic Preservation**

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 *et seq.* involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

**F. Mitigation of Adverse Environmental Effects**

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

**1-16 Termination Provisions Required**

All contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it will be effected and the basis for settlement.

(Required by FTA Circular 4220.1F, Page IV-13).

**1-17 Breach Provisions Required**

All contracts in excess of \$100,000 shall contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

(Required by FTA Circular 4220.1F, Page IV-13).

**1-18 Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

**1-19 Sensitive Security Information**

The Contractor shall protect, and take measures to ensure that its subcontractors at each tier, protect “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. 40119 (b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. § 114 (r) and implementing Department of Homeland Security Regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

**1-20    Seatbelt Use**

Contractor shall adopt and promote on-the-job seatbelt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles in compliance with Federal Executive Order No. 13043, “Increasing Seatbelt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note. This provision shall be included in each third party subcontract involving the work performed under this contract.

**1-21    Texting While Driving and Distracted Driving**

Contractor shall promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009. This provision shall be included in each third party subcontract involving this project.

**1-22    Use of \$1 Coins**

The Contractor and the County agree to comply with Section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing \$1 coins.

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

Federal Transit Administration (FTA)

The prospective Primary Participant (potential contractor for a major third-party contract),  
\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its  
principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Bid 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. 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 2 of this certification; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT B**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER-TIER COVERED TRANSACTIONS**

*(This Attachment may be completed and submitted to the Buyer after award of Contract.)*

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party contractor, or potential subcontractor under a major third-party contract), \_\_\_\_\_ certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Lower-Tier Participant will not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective Lower-Tier Participant agrees by submitting this proposal that it will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-AGREEMENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC §§ 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT C**

**CERTIFICATE OF LOBBYING ACTIVITIES**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally 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 agency, a Member of Congress, or officer or employee of Congress, or an 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 any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or 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," to the contract administrator.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

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 § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D**

**DISCLOSURE FORM TO REPORT LOBBYING  
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For material change only: year _____ quarter _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):		<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (Last name, First name, MI):
<b>11. Amount of Payment (check all that apply):</b>		<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)</b>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not</b>		<b>Signature:</b> _____  <b>Print Name:</b> _____

less than \$10,000 and not more than \$100,000 for each such failure.	Title:
	_____
	_____
	Telephone No:
	_____
	Date:
	_____
	_____

## **ATTACHMENT E**

### **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing to title 31 USC § 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB)

number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
  - (b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-038  
**Type:** Consent Item

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

Executive	Lisa Maher	425-556-2427
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**DEPARTMENT STAFF:**

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

**TITLE:**

Approval of Ordinances Amending Title 4 of the Redmond Municipal Code, Boards, Commissions and Committees, and Adding Chapter, Adopting Chapter 2.38 regarding the Frequency of the Mayor and Council Salary Review, and Adopting Section 2.08.025 for Processes for Holding Meetings during a Declared Emergency

- a. Ordinance No. 3115: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.10, General Procedures, for City Boards, Commissions and Committees, to Update for Clarity and Changes in State Law
- b. Ordinance No. 3116: An Ordinance of the City of Redmond, Washington, Adopting Redmond Municipal Code (RMC) 4.47, Redmond Salary Commission, Codifying Provisions Relating to the Establishment and Operation of the Salary Commission; Adopting RMC 2.38 to Codify the Frequency of Review of the Mayor and Council Salaries; and Repealing Ordinance Nos. 2111, 2157 and 2262
- c. Ordinance No. 3117: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.15, Arts and Culture Commission, to Update Code Language to Reflect Current Processes
- d. Ordinance No. 3118: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code 4.40, Parks and Trails Commission, to Update Code Language to Reflect Current Processes, Change Member Terms and Residency Criteria, and Add "Recreation" to the Name of the Commission
- e. Ordinance No. 3119: An Ordinance of the City of Redmond, Washington, Adopting Redmond Municipal Code (RMC) 2.08.025, Meetings Held During a Declared Emergency, to Allow for Limited Public Attendance and Fully Remote Meetings in Accordance with Changes to the Open Public Meetings Act

**OVERVIEW STATEMENT:**

Staff is proposing updates to the Boards and Commissions code to clarify processes. The changes in brief are below:

- Update processes to the general board code for clarity
- Adding in the Salary Commission and a schedule of salary review

- Updates to the Parks and Trails Commission and the Arts and Culture Commission

Staff is also proposing to add to the Redmond Municipal Code procedures for holding meetings during declared emergencies when in-person meetings can't safely be held, in accordance with changes to the Open Public Meetings Act.

A brief summary of the changes are included as Attachment F.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to update the Redmond Municipal Code.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

These updates provide clarity in the City processes and allow the city the flexibility of holding fully remote meetings during a declared emergency.

**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
3/14/2023	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Processes would stay as they currently are and meetings will not be able to be held remotely in the event of an emergency, the meetings would have to be canceled instead.

**ATTACHMENTS:**

Attachment A: Ordinance - General Boards and Commissions Code Update

Attachment B: Ordinance - Salary Commission

Attachment C: Ordinance - Arts and Culture Commission Code Update

Attachment D: Ordinance - Parks and Trails Commission Code Update

Attachment E: Ordinance - Protocol for Meetings Held During a Declared Emergency

Attachment F: Brief Summary of Changes



CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE  
4.10, GENERAL PROCEDURES, FOR CITY BOARDS,  
COMMISSIONS AND COMMITTEES, TO UPDATE FOR  
CLARITY AND CHANGES IN STATE LAW

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WHEREAS, Redmond Municipal Code Title 4 Boards, Commissions, and Committees was adopted by Ordinance No. 2581, on March 15, 2011, as at that time governance for the city's various boards and commissions was scattered throughout the Redmond Municipal Code; and

WHEREAS, Redmond Municipal Code Chapter 4.10 enacted a general boards chapter within Title 4 to provide general meeting procedure for boards that do not already have their own rules of procedure; and

WHEREAS, boards and commissions currently established, having their own codified rules of procedure which address the topics in the general board chapter, will not be subject to these general provisions provided herein, and will be guided by their own rules of procedure; and

WHEREAS, the mayor and city staff have requested updated language to provide for clarity and to incorporate changes in state law; and

WHEREAS, the Redmond City Council now desires to codify these clarifications and updates.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the city code.

Section 2.      Amendment of Chapter.      RMC 4.10, General Procedures, is hereby amended to read as follows:

Chapter 4.10  
General Procedures

4.10.010	Applicability of chapter.
4.10.020	Creation/termination.
4.10.030	<del>APPOINTMENT, REMOVAL AND</del> <u>[V]Vacancy.</u>
<b><u>4.10.035</u></b>	<b><u>Appointment and reappointment</u></b>
4.10.040	Qualification of board members.
4.10.050	Term of service.
<b><u>4.10.055</u></b>	<b><u>Resignation and removal</u></b>
4.10.060	Compensation and reimbursement.
4.10.070	<b><u>Attendance and</u></b> <del>{Q}</del> <b><u>quorum.</u></b>
4.10.080	Meetings.
4.10.090	Officers.
<b><u>4.10.095</u></b>	<b><u>Records.</u></b>

4.10.010    Applicability of chapter.

A.    Each board, commission, or committee created by the ~~[C]~~council shall be governed by this chapter unless otherwise provided by ordinance, or rules of procedure, as allowed by the ordinance of the board. ~~For purposes of this chapter, the terms "board," "commission," and "committee" have identical~~

~~meanings.~~ As used herein, the term "board" refers to all council-created boards, commissions, and committees as governed by this chapter.

B. Temporary committees and committees formed for a special purpose of limited duration by ordinance or otherwise shall not be subject to the term of service provisions of this chapter. Such temporary committees shall not terminate until the duty assigned to them is accomplished and the council receives its final report, or upon dissolution by the council.

C. All committees and boards, whether temporary or not, shall comply with the relevant provisions of the code and each board's respective rules of procedure, if allowed by ordinance, and shall abide by the rules of procedure as outlined in the most current edition of Robert's Rules of Order, Newly Revised.

#### 4.10.020 Creation/termination.

A. Mayor's Blue Ribbon Committees. The mayor may, as the mayor desires, create blue ribbon committees for the purpose of studying items of interest to the ~~city~~city.

B. A board shall be created either by ordinance or by resolution. Unless established by ordinance, a board shall have advisory functions only.

C. The council may terminate a board in the same manner as it was created.

D. This section shall not apply to boards created by state statute.

4.10.030 ~~[APPOINTMENT, REMOVAL AND]~~ **vacancy.**

~~{A. BOARD MEMBERS SHALL BE NOMINATED BY THE MAYOR AND CONFIRMED BY THE COUNCIL, EXCEPT AS OTHERWISE PROVIDED BY CITY ORDINANCE OR STATE STATUTE. COUNCIL CONFIRMATION ON A NOMINATION MADE BY THE MAYOR MAY OCCUR ONLY AT A SPECIAL MEETING CALLED FOR THE PURPOSE OF CONSIDERING THE APPOINTMENT, OR THE NEXT REGULAR MEETING FOLLOWING THE MEETING AT WHICH THE INTERVIEW TOOK PLACE. A MEMBER MAY BE REMOVED BY THE COUNCIL BEFORE THE EXPIRATION OF THE MEMBER'S TERM IN ACCORDANCE WITH THIS SECTION.}~~

B. A vacancy occurs **during a member's term** ~~[ON THE BOARD]~~ when:

1. A member is removed for good cause by the mayor with the majority approval of the council. Good cause shall be as determined solely by the mayor and the council and shall be stated with each removal action;

2. A confirmed appointee fails to qualify and assume the duties of the office within 30 calendar days of confirmation;

3. A board member departs from the [€]city intending to remain outside of the [€]city for 90 calendar days or more or an indefinite amount of time;

4. A board member submits a resignation accepted by the mayor; ~~[and]~~ or

5. The board member is absent from more than three consecutive regular board meetings, or more than 25 percent of meetings in a calendar year, and the respective board requests the removal, in writing, to the mayor.

C. In the event that a vacancy is created on a board, during a member's term, the mayor shall promptly act to fill the vacancy for the remainder of the term.

1. If the remainder of the term is less than three months, the new member shall be appointed for the remainder of the term plus the next full term.

D. A vacancy occurs on a board at the expiration of a member's term when:

1. The member has reached the maximum number of terms;

2. The member does not wish to be reappointed;

3. The member no longer meets the qualifications for the board; or

4. The member does not qualify for reappointment per subsection 4.10.035.B of this chapter.

E. Vacancies will be filled following an open application process and will be advertised on the city's website, through a press release, and other outreach methods as appropriate. The application period will remain open for a minimum of two weeks unless a longer minimum period is required by law. All interested candidates must submit an application to be eligible for consideration.

#### 4.10.035 Appointment and Reappointment

A. Appointments. Board members shall be nominated by the mayor and confirmed by the council, except as otherwise provided by city ordinance or state statute.

1. Applications must be completed and submitted by the specified deadline. If no qualified applications have been received, the recruitment will be reposted for a minimum of an additional two-weeks.

2. All qualified applications received by the deadline will be reviewed by the board or it's designee. The top candidate(s) will be recommended to the mayor for an interview. Applicant evaluation may include, but not be limited to:

a. Desire to perform public service;

- b. Experience in the work of the board;
- c. Specialized knowledge important to the board; and
- d. Time available to serve.

3. Successful candidates will be interviewed by the council at an open public meeting. Council confirmation on an appointment made by the mayor may occur only at a special meeting called for the purpose of considering the appointment, or at a regular meeting following the interview by the council.

4. Applications not chosen for appointment and applications received in between vacancies may be kept for future consideration.

B. Reappointment. There is no vested right to reappointment for any member. At least 90 days prior to an incumbent's term expiration, city staff will determine if the incumbent is eligible for reappointment. If the incumbent is eligible, they will be notified and given the opportunity to indicate their desire to be reappointed. Incumbents who wish to be reappointed and who are eligible for reappointment shall, at least 60 days prior to the expiration of their term, follow the established process to notify the mayor of their continued interest. Requests for reappointment received least

60 days prior to the expiration of the member's term will be considered, without an open application process, based on the following criteria:

1. Regularity and timeliness of attendance;
2. Understanding of the function of the board;
3. Demonstrated contribution; and
4. Board chair or staff liaison recommendation.

C. The mayor shall make the final decision on reappointments and council confirmation will occur at an open public meeting. If the reappointment request is denied, or the incumbent does not request reappointment at least 60 days prior to the expiration of their term, the vacancy will be filled through the open application process.

4.10.040 Qualification of board members.

A. In addition to any other qualifications which may be required, each board member shall submit to a City of Redmond criminal background check. Determination of eligibility to serve on a city board, based on the results of the criminal background check, shall be determined by the mayor.

B. No person shall be appointed to any board where the position is used to secure personal benefit, special privileges, or financial gain for themselves or for another



person, nor where they have an organizational responsibility or a personal relationship that would present a conflict of interest. If this situation arises after appointment to a board, the member shall immediately resign.

C. City employees are not eligible for appointment to a board during the term of their employment with the city.

D. All newly appointed board members must complete the state-required Open Government Training within 90 days of taking the oath of office and must sign and return a training acknowledgement form. If this state-required training is not taken within the 90-day time period, the member may be removed from the board. This training must be retaken every four years. Each member shall perform their board duties in a manner consistent with applicable law.

4.10.050 Term of service.

A. The term of any board member is three years, unless a different term is established by ordinance. Terms shall be staggered by the appointment of initial members for lesser terms so that as nearly as possible a pro rata number of members are appointed each year.

B. Except as provided in RMC 4.10.030, the board member serves during the term for which they are appointed or

until a successor has been elected or appointed and has taken the seat to which they were elected or appointed.

C. Unless otherwise provided in the ordinance establishing a board, a board member may not serve more than two full consecutive terms on the same board. A board member who serves more than one-half of a term is considered to have served a full term. After two years from the date of termination of a board member's second full consecutive term, the ex-board member may be reappointed to the same board.

D. In filling vacancies for unexpired terms, an officer who has served more than half a term in office is considered to have served a full term.

E. The required three-year terms shall be calculated on a 12-month cycle, with a term-end considered to be March 31 of each year, unless otherwise established by ordinance.

#### **4.10.055 Resignation and Removal**

**A. All resignations shall be provided in writing with the effective date to the mayor, staff liaison and city clerk. If no effective date is provided it will be considered effective on the date received.**

**B. An individual already serving on a board may apply for a different board. If appointed, that member must resign from the current board prior to the start of the term on the**

new board unless otherwise allowed by ordinance, provided, this does not apply to appointments to boards that are temporary in nature or those created by state statute.

C. Members may be removed from a board prior to the end of their term per section 4.10.030 of this chapter.

4.10.060 Compensation and reimbursement.

A. General Provisions. A board member shall be eligible for compensation and reimbursement; provided, that the board is established by codified ordinance which sets forth the amount of compensation and reimbursement a member is entitled to receive.

B. Compensation. Compensation for a board member shall be paid as follows:

1. A board member shall be compensated as prescribed by ordinance.

2. A board member may request a waiver of compensation for any reason or no reason by submitting the request in writing to the clerk.

3. For the purposes of compensation, meetings shall be narrowly construed as official and advertised board meetings, and shall include regularly scheduled and special or emergency meetings and study sessions.

4. Compensation may not be paid for a member's attendance at meetings, trainings, or informal activities which are not official and advertised sessions of the board or commission, though attendance fees may be eligible for reimbursement.

C. Reimbursement. Members shall be reimbursed as follows:

1. A board member shall be reimbursed for actual, necessary, and pre-approved expenses incurred on authorized board business.

2. Board members whose city business takes them outside the ~~C~~city for any reason shall receive approval from the mayor in advance to be eligible for reimbursement.

D. This section shall apply only to boards established by ordinance pursuant to RMC 4.10.020, provided said ordinance provides for compensation and reimbursement.

4.10.070    **Attendance and** quorum.

A. All meetings shall be conducted in accordance with the current edition of Robert's Rules of Order, Newly Revised.

B. A majority of those present, of the number of authorized board seats, shall be a quorum for the transaction of business, unless otherwise established by ordinance or rules of procedure for the respective board. In the absence

of a quorum, any business transacted is null and void. The only action that can legally be taken in the absence of a quorum is to adjourn, recess, or take measure to obtain a quorum.

C. Members are expected to attend meetings, fully participate, and contribute to the work of the board. Regular attendance is essential so that decisions will represent the will of the board as a whole. If a member is unable to regularly attend meetings and participate, the member may be removed per subsection 4.10.030.B.5 of this chapter.

D. No board member is to participate in a hearing, consideration or decision on a matter where they have a financial, personal, familial or business relationship that will be directly or indirectly affected by the board's decision. Members must declare the conflict of interest and leave the room prior to any action being taken, including discussion and voting. The member shall also not attempt to influence any other member of the board. Members recusing themselves for a conflict of interest are required to state the reason so that it is recorded in the minutes.

E. Members may attend meetings virtually as available and in accordance with the board's rules of procedure. When a member is attending by telephone or other electronic means,

there shall be a device that, at a minimum, allows the voice of the member to be heard by everyone present in the meeting room and for the member to hear the other attendees of the meeting. Virtual attendance is counted towards the member's attendance and quorum requirements.

4.10.080 Meetings.

A. Board meetings shall be held regularly at a designated time and place [~~, OR~~] as [~~OTHERWISE~~] provided by resolution, [~~OR~~] ordinance or the board's rules of procedure. The chair or majority of the board may call a special board meeting. All meetings shall be open to the public, unless otherwise provided by [~~ORDINANCE~~] law.

B. Meeting notices shall be provided at least 24 hours in advance of the meeting and will be posted on the city's website.

C. It is prohibited for a majority of members to discuss board business, give input or take action in-person, via e-mail or telephone, or through any other means, if it is not part of a noticed meeting. This includes when a majority of members of a board have a series of smaller gatherings or communications that results in a majority of the body collectively taking action even if a majority is never part of any one communication.

D. Fully remote meetings may be held if a local, state, or federal emergency has been declared and the city has determined it cannot hold a meeting with in-person public attendance with reasonable safety. In a declared emergency, the city may fully prohibit or limit in-person public attendance.

1. Meetings held remotely will be published in the normal manner and will be open to the public to participate.

2. If public attendance is limited or prohibited, the city will provide an option to attend in real-time, either by telephone or through another alternative.

3. Methods for the public to attend the meeting virtually shall be published on the meeting notice.

4. All meetings conducted under this rule shall be noticed and conducted as provided in RCW 42.30.230, as amended or superseded.

E. Public comment will be accepted, either written or oral, for all regular meetings of the board in which final action is taken, in accordance with state law and the board's rules of procedure.

4.10.090 Officers.

A. Each board shall have a chairperson and a vice chairperson. Officers shall be elected by a majority of the board members for a term of one year. Election of officers shall be the first order of business at any time that an officer's seat is not filled, and shall occur nonetheless on or about April 1 of each calendar year, **or as otherwise provided by ordinance or the board's rules of procedure.**

B. The duties of the chairperson are:

1. To open the meeting at the appointed time and determine that a quorum is present;

2. To enforce the rules relating to debate, order, and decorum;

3. To state and put to a vote all questions that legitimately come before the board as motions or that otherwise arise in the course of the meeting;

4. If a motion is not in order, to rule it out of order; and

5. To assign a member to note those members present and absent and ensure minutes are taken on all actions by the board at each meeting.

C. The duties of the vice chairperson shall be to perform duties of the chairperson in the chairperson's absence.



D. In absence of both the chairperson and vice chairperson, the board may vote for another member to temporarily fill the acting chair role.

4.10.095 Records.

A. The minutes of all regular and special meetings, except executive sessions, shall be promptly recorded and available for public inspection. It is the responsibility of the individual board, or staff if assigned, to record and maintain minutes for all meetings. Minutes shall be approved by the board and posted on the city's website.

B. Board members shall use city-issued email addresses to conduct city business. City-issued email accounts must not be used for personal or political communications nor linked to a personal account. City emails will be archived and retained per the city's records management practices.

C. All records used or created by board members in the course of their city-related work are subject to Washington State records retention laws and disclosure under the Public Records Act. The recorded activity of the board, such as minutes, reports and correspondence are public records. Communications between members, to community members, officials and staff are public records as well. If any records are created or used outside of city systems, board members

shall provide a copy to their staff liaison for inclusion in the public record, even those made on members' personal computers, phones or other personal devices. Exemptions to disclosure are very limited and are specifically identified in statute.

D. At the end of a board member's term, the member shall ensure that all city records are either in city systems or have been provided to the staff liaison and shall provide written acknowledgement that the foregoing has been completed.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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:  
ORDINANCE NO.

CODE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADOPTING REDMOND MUNICIPAL CODE (RMC) 4.47, REDMOND SALARY COMMISSION, CODIFYING PROVISIONS RELATING TO THE ESTABLISHMENT AND OPERATION OF THE SALARY COMMISSION; ADOPTING RMC 2.38 TO CODIFY THE FREQUENCY OF REVIEW OF THE MAYOR AND COUNCIL SALARIES; AND REPEALING ORDINANCE NOS. 2111, 2157 AND 2262

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WHEREAS, RCW 35.21.015 authorizes cities to establish independent commissions in order to set the salaries of elected city officials, subject to certain terms and conditions; and

WHEREAS, the Redmond City Council created the Salary Commission through the passage of Ordinance No. 2111 on August 7, 2001, for the purpose of setting the salaries of the Mayor and the City Council; and

WHEREAS, Ordinance No. 2111 was amended by Ordinance No. 2157, passed on March 18, 2003, to update the term of appointment, and was further amended by Ordinance No. 2262, passed on July 19, 2005, to remove the mayor's salary from the commission; and

WHEREAS, the Redmond City Council now desires to codify the provisions of Ordinance No. 2111 as amended by Ordinance Nos. 2157 and 2262 relating to the establishment and operation of the

commission in the same manner as provisions relating to other city boards and commissions have been codified; and

WHEREAS, the council desires to codify a set schedule for the review of mayor and council salaries.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Adoption of Chapter.      RMC 4.47, Redmond Salary Commission, is hereby adopted to read as follows:

**Chapter 4.47**  
**Redmond Salary Commission**

**4.47.010 Commission created - Purpose.**

**4.47.020 Membership - Appointment.**

**4.47.030 Term of appointment.**

**4.47.040 Removal.**

**4.47.050 Commission meetings - Rules of procedure.**

**4.47.060 Salary increases and decreases - Effective date.**

**4.47.070 Referendum measures.**

**4.47.080 Effect of commission action on laws and ordinances.**

**4.47.10 Commission created - Purpose.**

**A.    An independent salary commission is hereby created for the purpose of setting the salary of the City Council of the City of Redmond. The official name of the commission shall be the Redmond Salary Commission. The commission shall**

review and establish the salaries of the members of the council and exercise the powers and perform the duties established by RCW 35.21.015, as now existing or hereafter amended.

4.47.20 Membership - Appointment.

A. The Redmond Salary Commission shall be composed of five members appointed by the mayor with confirmation by the council. Redmond Salary Commission members will be deemed to be eligible for appointment through the application process prior to confirmation, and it shall be unnecessary for the candidates to be interviewed by the mayor or council. No member shall be an officer, official, or employee of the City of Redmond or any of their immediate family members. For purposes of this chapter, "immediate family member" means the parents, spouse, siblings, children, or other dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee. All members shall be residents of the city.

4.47.030 Term of appointment.

A. The regular term of office for the Redmond Salary Commission shall be from time of appointment and council confirmation until the salary review is complete and the commission files a salary schedule with the City Clerk or

determines no change should be made. At that time the Redmond Salary Commission terms will expire.

B. The commission will not meet again until the City Council confirms a new Salary Commission for purposes of further studying council compensation. A new Salary Commission will be convened every four years per Redmond Municipal Code 2.38.020.

C. No member shall be appointed to more than two terms on the Redmond Salary Commission, whether consecutive or otherwise.

4.47.040 Removal.

A. The mayor may remove a member of the Redmond Salary Commission during the member's term of office only for cause of incapacity, incompetence, neglect of duty, malfeasance in office or for a disqualifying change of residence.

4.47.050 Commission meetings - Rules of procedure.

A. The Redmond Salary Commission shall meet on a regular schedule determined by city staff, with the understanding that attendance at all meetings is essential to finalizing the review and reaching a decision within the established timeline.

B. The Redmond Salary Commission shall review current councilmember salaries in relationship to the duties of the

council, salaries of comparable jurisdictions, current market conditions, and any other factors as determined by the commission.

C. All meetings shall be governed by the provisions of the Open Public Meetings Act and shall be open to the public except as may be otherwise allowed under that Act.

D. Three members of the commission shall constitute a quorum and the votes of three members shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the salary commission.

E. The commission shall adopt rules of procedure to govern its meetings. Such rules shall make provision for the taking of minutes and the keeping of commission records and shall provide for the election of such officers as are deemed necessary by the commission for the conduct of its business.

#### 4.47.060 Salary increases and decreases - Effective date.

A. As provided in state law, the Redmond Salary Commission shall have the authority to establish the salaries of the council. The decision on a salary increase, decrease, or determining there should be no salary change shall be made by the majority vote of the commission.

B. Upon determining to change any salary, the commission shall file a written salary schedule reflecting



the change with the city clerk. The city clerk shall post the salary schedule on the city's website as soon as practicable after receiving the schedule from the salary commission

1. Salary increases established by the commission shall become effective as to the covered positions thirty days after the salary schedule is filed with the city clerk, unless a valid referendum petition is filed as provided in this chapter. Salary increases shall be effective as to the covered positions regardless of their terms of office.

2. Salary decreases established by the commission shall become effective as to incumbent city councilmembers at the commencement of their next subsequent term of office.

C. Approved salary changes for which no referendum petition is filed shall become effective and be incorporated into the city's budget without further action of the city council or the Redmond Salary Commission.

#### 4.47.070 Referendum measures.

A. Salary increases and decreases shall be subject to referendum petition by the people of the City of Redmond in the same manner as provided for city ordinances under Chapter 1.12 of the Redmond Municipal Code, as the same now exists or may be hereafter amended.

B. A referendum petition seeking a vote on a salary increase or decrease must be filed within thirty days after the written salary schedule reflecting the change is filed with the city clerk.

C. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

D. Referendum measures under this chapter shall be submitted to the voters of the city at the next following general or municipal election occurring thirty days or more after the referendum petition is filed and shall be otherwise governed by the provisions of the state constitution or laws generally applicable to referendum measures.

4.47.080 Effect of commission action on laws and ordinances.

A. The action of the Redmond Salary Commission fixing the salary of the council shall supersede any other provision of state law or city ordinance related to the city's budgets or to the fixing of salaries.

Section 3.      Adoption of Chapter.      RMC 2.38, Mayor and Council Salary Review, is hereby adopted to read as follows:

Chapter 2.38  
Mayor and Council Salary Review

2.38.010 Mayor Salary Review  
2.38.020 Council Salary Review

#### 2.38.010 Mayor Salary Review

A. The salary of the mayor shall be set by the Redmond City Council.

B. The Redmond City Council shall review the mayor's salary and benefit compensation every four years, on the year where the office of mayor will be up for election. The City Council shall reach a decision on any adjustments in the mayor's salary and benefit compensation prior to May 1st of any such year so that such adjustments are known at the time the candidate filing period for the office of mayor is opened.

#### 2.38.020 Council Salary Review

A. The salary of the council shall be set by the Redmond Salary Commission in accordance with RMC 4.47.

B. A new Salary Commission will be convened every four years, on the same schedule as the mayor salary review described in section 2.38.010 of this chapter, to review the council salary and benefit compensation. The Redmond Salary Commission shall reach a decision on any adjustments in the council's salary and benefit compensation prior to May 1st of any such year so that such adjustments are known at the time the candidate filing period is opened.

Section 4. Repeal of Ordinances. Ordinance Nos. 2111, 2157 and 2262 are hereby repealed.

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 take effect and be in full force on June 1, 2023, provided five days have passed since the date of publication of a summary in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

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:  
ORDINANCE NO.

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE  
4.15, ARTS AND CULTURE COMMISSION, TO UPDATE  
CODE LANGUAGE TO REFLECT CURRENT PROCESSES

---

WHEREAS, the Redmond Arts and Culture Commission would like to update code language to be more inclusive to the Redmond community and to reflect current processes; and

WHEREAS, the Parks and Recreation Department desires to align the Arts and Culture Commission and Parks and Trails Commission term limits and residency requirements; and

WHEREAS, the Redmond City Council now desires to codify these changes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Amendment of Chapter.      RMC 4.15, Arts and Culture Commission, is hereby amended to read as follows:

Chapter 4.15

ARTS AND CULTURE COMMISSION

Sections:

4.15.010 Commission established - Membership.  
4.15.020 Rules of procedure.  
4.15.030 Authority of commission.  
4.15.040 Meetings and staff services.  
4.15.050 Budget.

4.15.010 Commission established - Membership.

A. The Redmond Arts and Culture Commission, consisting of nine members appointed by the Mayor and confirmed by the vote of a majority of the members of the City Council, is established. The term of office shall be three years. Initially, the current Commission members shall serve the balance of their unexpired term; thereafter, as their term of office expires, three Commissioners or their successors will serve a one, two or the full three-year term based on the position they currently hold in order to achieve staggered terms. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All Commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st. No member shall serve more than two consecutive full terms of office.

B. Commission members shall be appointed upon the basis of demonstrated interest in, and knowledge and support of, the arts. Members shall serve without salary or other compensation; provided that members shall be reimbursed for necessary expenses actually incurred. At least seven members of the commission shall reside

within the City limits at the time of their appointment and throughout their terms of office. Up to two members may be nonresidents who live in unincorporated King County on property with a Redmond postal address or whose main employment is with a business located within the Redmond city limits **and works primarily on-site in the city.**

C. Prior to appointing initial members and filling each vacancy in the membership of the commission, public notice of available positions shall be provided to the news media at least two weeks in advance of appointment. Applicants for vacant positions shall apply [~~TO THE OFFICE OF THE MAYOR~~] **on the city's website or contact the City Clerk's Office for assistance.**

4.15.020 Rules of procedure.

A. The commission shall adopt procedural rules governing the transaction of its business. The rules shall include provisions for the date, time and place of regular meetings of the commission. Provisions shall be made for maintaining minutes of commission meetings and records of all commission reports, conclusions and recommendations. The rules of procedure shall provide for the election of commission officers, which shall include a chairperson and vice chairperson who shall serve for at least one year. The rules of the commission shall provide that all commission meetings shall be open to the public and that notice of meetings shall



comply with the Washington Open Public Meetings Act, to the extent proceedings of the commission are governed by such Act. The procedures shall address receipt and processing of [~~CITIZEN~~] **community members** proposals and requests.

4.15.030 Authority of commission.

A. The Arts and Culture Commission is authorized to take the following actions:

1. On behalf of the City, to encourage, conduct, sponsor or cosponsor public programs to further the development and public awareness of, and interest in, the fine and performing arts;

2. To provide recommendations to the Mayor and City Council in connection with cultural and artistic endeavors and projects in which the City becomes involved and to act as a representative of the community in such matters;

3. To encourage donations, grants and other support to further expand the arts and cultural services and programs available to [~~CITIZENS OF REDMOND AND~~] members of the Redmond community;

4. To take such other actions as the City Council may direct from time to time.

4.15.040 Meetings and staff services.

A. The Arts and Culture Commission shall meet regularly at least once per month at a date, time and place to be established

by the commission. Commission meetings shall be open to the public and written meeting minutes shall be maintained and made available to the public upon approval of the minutes by the commission.

B. The Director of Parks and Recreation shall be responsible for providing administrative and staff services for the commission and may assign Parks and Recreation Department staff members to provide services to the commission.

C. The commission shall make a report to the City Council at least annually.

#### 4.15.050 Budget.

A. Arts and Culture Commission programs and operating expenses shall be funded from the City general fund, grants, donations and admission charges. The Director of Parks and Recreation shall be responsible for submitting the annual operating budget to the Mayor.

Section 3.      Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4.      Effective Date. This ordinance shall become effective five days after its publication, or publication of a

summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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:  
ORDINANCE NO.

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE  
4.40, PARKS AND TRAILS COMMISSION, TO UPDATE  
CODE LANGUAGE TO REFLECT CURRENT PROCESSES,  
CHANGE MEMBER TERMS AND RESIDENCY CRITERIA,  
AND ADD "RECREATION" TO THE NAME OF THE  
COMMISSION

---

WHEREAS, the Parks and Trails commission would like to update code language to be more inclusive to the Redmond community and to reflect current processes; and

WHEREAS, the Parks and Recreation Department desires to align the Parks and Trails Commission term limit and residency requirements with that of the Arts and Culture Commission; and

WHEREAS, the Parks and Recreation Department desires to change the name of the Parks and Trails Commission to "Parks, Trails and Recreation Commission" as recreation programming is a substantial portion of the work of the department, and the commission may be asked to make recommendations regarding the programs, classes, events, and community centers where these activities take place; and

WHEREAS, the Redmond City Council now desires to codify these changes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a  
general and permanent nature and shall become a part of the City  
Code.

Section 3.      Amendment of Chapter.      RMC 4.40, Parks and  
Trails Commission, is hereby amended to read as follows:

Chapter 4.40

PARKS, ~~[AND]~~ TRAILS **AND RECREATION** COMMISSION\*

Sections:

4.40.010      Parks, ~~[AND]~~ Trails **and Recreation** Commission  
established - Qualifications of members.

4.40.020      Term of office - Vacancies - Removal.

4.40.030      Powers and duties.

4.40.040      Compensation - Reimbursement.

4.40.050      Rules of procedure.

4.40.060      Previous references.

4.40.010      Parks, ~~[AND]~~ Trails **and Recreation** Commission  
established - Qualifications of members.

A.    The Redmond Parks, ~~[AND]~~ Trails **and Recreation** Commission  
is hereby created and established. The Parks, ~~[AND]~~ Trails **and  
Recreation** Commission shall consist of nine members, each of whom

shall be appointed by the Mayor, subject to confirmation by majority vote of the City Council. All appointments shall be made from persons with an interest in parks, trails and recreation [~~AND AT LEAST FOUR MEMBERS SHALL HAVE A PRIMARY INTEREST IN TRAILS~~]. Consideration should be given to appointments that result in broad geographic and demographic representation of interested and knowledgeable people. Appointments should also strive to reflect the diverse park, recreation, and trail use interests of the community, such as active and passive recreation interests and the use of trails by walkers, joggers, skaters, bicyclists, equestrians, and nonmotorized watercraft on the City's "blue stream," the Sammamish River. Appointments shall be made without regard to political affiliations, race, color, creed, national origin, sex, sexual orientation, or physical or sensory handicap. [~~SEVEN MEMBERS SHALL RESIDE WITHIN THE CITY LIMITS AND TWO MEMBERS SHALL RESIDE OUTSIDE THE CITY LIMITS.~~] **At least seven members of the commission shall reside within the city limits at the time of their appointment and throughout their terms of office. Up to two members may be nonresidents who live in unincorporated King County on property with a Redmond postal address or whose main employment is with a business located within the Redmond city limits and works primarily on-site in the city.**

4.40.020 Term of office - Vacancies - Removal.

A. ~~[The initial membership of the Parks and Trails Commission shall consist of the five members of the Redmond Board of Park Commissioners whose terms have not expired as of the date of passage of the ordinance creating the Parks and Trails Commission, together with the four members of the Redmond Trails Commission whose terms have not expired as of said date. Those members of the Redmond Board of Park Commissioners who become Parks and Trails Commission members under this section shall serve until the end of their current three-year terms of office as provided by previous ordinances. Those members of the Redmond Trails Commission who become Parks and Trails Commission members under this section shall serve until the end of their current four-year terms of office as provided by previous ordinances. All appointments to such positions thereafter shall be for four-year terms.]~~ **The term of any board member is three years, with an opportunity to renew for a second three-year term. Any member appointed prior to April 1, 2023, shall complete their four-year term, and if reappointed, shall serve a three-year term.** Vacancies that occur other than through the expiration of terms shall be filled for the unexpired term by appointment of the Mayor, subject to confirmation by majority vote of the City Council. Members may be removed by the Mayor for inefficiency, neglect of duty, misfeasance or

malfeasance in office, or incapacity. Each member shall hold office until a successor is appointed and confirmed.

4.40.030 Powers and duties.

A. The Parks, ~~[AND]~~ Trails **and Recreation** Commission shall have the power and duty:

1. To make recommendations to the Mayor and Council concerning the acquisition, improvement and use of parks, playgrounds, and recreational equipment and facilities, and on the acquisition, development and use of trail facilities;

2. To make recommendations to the Mayor and Council concerning the development of enjoyable, safe, and convenient trail opportunities for pedestrians, bicyclists, and equestrians throughout the City of Redmond planning area;

3. To identify current and future park, recreation, and trail interests and needs of the community and to make recommendations to the Mayor, Council, and Planning Commission on parks, recreation, and trail policies and design issues for the Comprehensive Plan, the ~~[PARKS, RECREATION AND OPEN SPACE (PRO)-PLAN]~~ **Parks, Art, Recreation, Culture & Conservation (PARCC) Plan,** and the Redmond Zoning Code;

4. To ~~[CONDUCT]~~ **support** surveys **and outreach** for parks and trails maintenance and safety;



5. To review and comment on public and private development actions to protect park, recreation, and trail interests and to identify park, recreation, and trail opportunities and options during development review;

6. To make recommendations to the Mayor and Council for rules and regulations governing the use and management of parks, playgrounds, recreational facilities, and trails, including, but not limited to, rules and regulations relating to user fees and charges;

7. To involve [~~THE CITIZENS~~] community members [~~OF REDMOND~~] and the users of Redmond parks, trails, and recreation facilities and programs on issues related to acquisition, design, maintenance, and use of such facilities and programs; and

8. To make recommendations on any and all other matters brought before the Parks, and Trails and Recreation Commission by the Mayor, City Council, or staff.

4.40.040 Compensation - Reimbursement.

A. Members of the Parks, and Trails and Recreation Commission shall serve without salary or compensation. Members may be reimbursed from park department funds for necessary expenses actually incurred.

4.40.050 Rules of procedure.

A. The Parks, ~~[AND]~~ Trails **and Recreation** Commission shall adopt procedural rules governing the transaction of its business. The rules shall include provision of the date, time, and place of regular meetings of the Commission. Provision shall be made for maintaining minutes of Commission meetings and records of all Commission reports, conclusions and recommendations. The rules of procedure shall provide for the election of Commission officers, which shall include a chairperson and vice chairperson, who shall serve for at least one year. The rules of procedure shall provide that all Commission meetings shall be open to the public and that notice of meetings shall comply with the Washington State Open **Public** Meetings Act, to the extent proceedings of the Commission are governed by such Act. The procedures shall address receipt and processing of ~~[CITIZEN]~~ **community member** proposals and requests.

4.40.060 Previous references.

Whenever the terms "Board of Park Commissioners" ~~[OR]~~, "Trails Commission", **or "Parks and Trails Commission"** are used in any section of the Redmond Municipal Code or Redmond Zoning Code, or in any other ordinance, resolution, contract, or other document of the City of Redmond, the same shall be hereafter deemed to mean the Parks, ~~[AND]~~ Trails **and Recreation** Commission established by this chapter.

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 \_\_\_\_\_, 2023.

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:  
ORDINANCE NO.

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, ADOPTING REDMOND MUNICIPAL CODE  
(RMC) 2.08.025, MEETINGS HELD DURING A  
DECLARED EMERGENCY, TO ALLOW FOR LIMITED  
PUBLIC ATTENDANCE AND FULLY REMOTE MEETINGS IN  
ACCORDANCE WITH CHANGES TO THE OPEN PUBLIC  
MEETINGS ACT

---

WHEREAS, in February 2020, Governor Inslee issued Proclamation 20-05 proclaiming a state of emergency resulting from the COVID-19 pandemic. The governor then issued Proclamation 20-28, waiving the requirement that an in-person location be provided for meetings subject to the Open Public Meetings Act (OPMA) and instead requiring governing bodies to hold fully remote meetings; and

WHEREAS, for the purposes of this ordinance, a fully remote meeting is where city officials and the public attend meetings virtually by telephone or electronic means with no in-person attendance; and

WHEREAS, the restrictions on holding in-person public meetings expired June 1, 2022; and

WHEREAS, the Washington State Legislature enacted Engrossed Substitute House Bill 1329 making changes to the Open Public

Meetings Act by amending chapter 42.30 RCW, effective June 9, 2022;  
and

WHEREAS, under RCW 42.30.230 meetings subject to the OPMA must be held at a physical location where the public can attend, unless a local, state, or federal emergency has been declared and the public agency determines it cannot hold an in-person meeting with reasonable safety; and

WHEREAS, the meeting may then be held remotely and either fully prohibit or limit in-person public attendance at the meeting; and

WHEREAS, if the meeting is held remotely or public attendance is limited or prohibited, the city must provide a cost-free option for the public to attend in real-time, either by telephone or another readily available alternative; and

WHEREAS the Redmond City Council desires to codify provisions allowing the city to hold a remote meeting during a declared emergency in compliance with the changes made to the Open Public Meetings Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Adoption of Section.    RMC 2.08.025, Meetings  
Held During a Declared Emergency, is hereby adopted to read as  
follows:

Chapter 2.08 COUNCIL MEETINGS  
Sections:

2.08.010 Regular meetings - Business meetings - Study  
sessions - Committee of the Whole.

2.08.020 Place.

**2.08.025 - Meetings held during a declared emergency**

2.08.030 Meetings Public - Executive Sessions.

2.08.040 Recordings - Preservation.

2.08.050 Recordings - use and Public Availability.

2.08.060 Recordings - Unlawful Practices.

2.08.070 Recordings - Penalty for Violations.

**2.08.25 Meetings Held During a Declared Emergency**

A.    If, after a declaration of emergency by a local or  
state government or agency, or by the federal government, the  
city determines that a meeting of the council cannot be held  
in-person with reasonable safety due to the emergency, then  
the council meeting may:

1.    Be held fully remotely without a physical  
location; or

2.    Be held where the physical attendance by some  
or all members of the public is limited.

B.    When a fully remote meeting or a meeting at which  
the physical attendance by some or all members of the public

is limited due to a declared emergency, the city must provide an option for the public to listen to the meeting telephonically or by using a readily available alternative in real-time that does not require any additional cost for participation. Free readily available options include, but are not limited to, telephonic, broadcast on cable television, internet, or other means of remote access that does not require any additional cost.

C. Notice of a remote meeting without a physical location or a meeting at which the physical attendance by some or all members of the public is limited due to a declared emergency must be provided in accordance with state law and must include instructions on how the public may listen live to proceedings and on how the public may access any other electronic means of remote access offered by the city.

D. Meetings that are held under the provisions of this section shall be considered open and public in compliance with the requirements of the Open Public Meetings Act.

E. All meetings conducted under this section shall be noticed and conducted as provided in RCW 42.30.230, as further amended or superseded.



Section 3.      Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4.      Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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:  
ORDINANCE NO.

## **Summary of Changes:**

### Attachment A: Ordinance – General Boards and Commissions Code Update

- Updating vacancy to differentiate between during a term and at the end of a term, clarifying attendance requirements and advertising for a vacancy.
- Clarifying the appointment, reappointment and resignation process.
- Additional qualification requirements to avoid a conflict of interest.
- Process for attending meetings virtually and for holding a fully virtual meeting in the event of an emergency, meeting notice requirements, avoiding serial meetings and providing for public comment.
- Providing for the creation and retention of city records.

### Attachment B: Ordinance - Salary Commission

- Updating the previous ordinances to codify the Salary Commission.
- Codifying the original ordinance as amended with updates to the appointment process, five committee members, temporary term length, quorum, and posting the commission's final report.
- Adding in a section to codify the timing of the review of the Mayor's salary and the Councilmember salary.
- An effective date of June 1, 2023.

### Attachment C: Ordinance – Arts and Culture Commission Updates

- Updating the term "citizen" to "community member".
- Updating language for residency requirements.
- Updating language to align with current processes.

### Attachment D: Ordinance –Parks and Trail Commission Updates

- Updating the term "citizen" to "community member".
- Updating language for residency requirements.
- Changing the name of the commission from "Parks and Trails Commission" to "Parks, Trails and Recreation Commission".
- Changing the term limits for the Parks and Trails Commission from four years to three years to align with the term limits of the Arts and Culture Commission.
- Updating language to align with current processes.

### Attachment E: Ordinance - Protocol for Meetings Held During a Declared Emergency

- Process for holding virtual meetings during a declared emergency.



## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-039  
**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	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill, AICP	Planning Manager
Planning and Community Development	Ian Lefcourte, AICP	Senior Planner

**TITLE:**

Adoption of a Resolution Approving the Allocation of \$1,321,900 to A Regional Coalition for Housing (ARCH) for the Development of Affordable Housing

- a. Resolution No. 1570: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Duly-Appointed Administering Agency for A Regional Coalition For Housing (ARCH) to Execute All Documents Necessary to Enter Into Agreements for the Funding of Affordable Housing Projects, as Recommended by the ARCH Executive Board, Utilizing Funds from the City's Housing Trust Fund

**OVERVIEW STATEMENT:**

Staff recommends that the City Council adopt a resolution (Attachment A) to authorize the allocation of \$1,321,900 from the Housing Trust Fund to A Regional Coalition for Housing (ARCH) to finance affordable housing projects in East King County communities per the December 2022 Housing Trust Fund (HTF) Recommendations (Attachment A, Exhibit A). The final WHEREAS statement in the resolution has been modified to include the year of City contribution. ARCH Executive Director, Lindsay Masters, provided information to the Council regarding the coalition's work and the Housing Trust Fund recommendations at the March 7, 2023, Council meeting. An issues matrix has been prepared that responds to Council questions posed during the Planning and Public Works Committee of the Whole Meeting on February 21 (Attachment B).

ARCH was created in 1992 through an interlocal agreement of several city governments and King County to address housing needs in East King County; it currently has 16 member jurisdictions. The ARCH Executive Board reviews funding requests received from non-profit housing providers every fall for projects related to affordable housing. The ARCH Executive Board provides recommendations to member Councils for funding early the following year. These recommendations must be approved by member Councils. This process is conducted annually.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
The Comprehensive Plan Housing Element provides a framework for housing goals, policies, and actions to address housing needs that advance the City's vision. Policy HO-4 calls for cooperation with ARCH and others in the funding of affordable housing.
- **Required:**  
Per the interlocal agreement between ARCH and the City, Council approval is needed to authorize the allocation of funds to ARCH for affordable housing.
- **Council Request:**  
N/A
- **Other Key Facts:**  
This is an annual process with ARCH and associated member jurisdictions.

**OUTCOMES:**

After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board and recommends funding \$7,645,900 for seven projects. The total request of Redmond is \$1,321,900.

1. Ardea
  - a. Funding Request of Redmond: \$261,200
  - b. Affordable Units: 170
  - c. Located in Kirkland
2. Bellevue Homes
  - a. Funding Request of Redmond: \$111,900
  - b. Affordable Units: 25
  - c. Located in Bellevue
3. Kenmore Supportive Housing
  - a. Funding Request of Redmond: \$611,800
  - b. Affordable Units: 100
  - c. Located in Kenmore
4. Kirkland Heights
  - a. Funding Request of Redmond: \$197,100
  - b. Affordable Units: 276
  - c. Located in Kirkland
5. Scattered Homes
  - a. Funding Request of Redmond: \$74,600
  - b. Affordable Units: 7
  - c. Located in: TBD (Bothell, Kenmore, Woodinville)
6. Spring District 120<sup>th</sup> Street TOD
  - a. Funding Request of Redmond: \$65,300

- b. Affordable Units: 235
  - c. Located in Bellevue
- 7. Totem Six-Plex
  - a. Funding Request of Redmond: \$0
  - b. Affordable Units: 6
  - c. Located in Kirkland

Detailed descriptions of the projects, funding requests, rationale, and recommended conditions of funding for projects by the ARCH Executive Board are included in Attachment B.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
2022-23
- **Outreach Methods and Results:**  
ARCH staff met with member cities' planning and human services staff to conduct a preliminary review of applications before forwarding applications to the Community Advisory Board (CAB). The CAB is recruited using public notices, website announcements, and email communications with the help of member cities. The CAB is appointed by the Executive Board.
- **Feedback Summary:**  
2022 Award Recommendations are included in Attachment B.

**BUDGET IMPACT:**

**Total Cost:**  
\$1,321,900

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

**Budget Offer Number:**  
CIP Budget - Citywide Investments

**Budget Priority:**  
Vibrant and Connected

**Other budget impacts or additional costs:** ☐ Yes ☒ No ☐ N/A

**If yes, explain:**  
N/A

**Funding source(s):**  
Capital Investment Program (CIP)  
Functional Area: General Government - \$1,321,900

**Budget/Funding Constraints:**  
Funds dedicated to providing increased affordable housing choices for a diverse population through contributions to ARCH (A Regional Coalition for Housing).

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
2/21/2023	Committee of the Whole - Public Safety and Human Services	Receive Information
3/7/2023	Business Meeting	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
	None proposed at this time	

**Time Constraints:**

Timely approval of the ARCH Executive Board request for the Housing Trust Fund recommendations will allow for the timely allocation of funds for affordable housing in East King County.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, ARCH will not have Redmond funds to contribute to the regional efforts to advance affordable housing projects that meet urgent local priorities.

**ATTACHMENTS:**

Attachment A - Resolution - Draft

Exhibit A - ARCH 2022 Award Recommendations Binder

Attachment B - Council Issues Matrix

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR A REGIONAL COALITION FOR HOUSING (ARCH) TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING FUNDS FROM THE CITY'S HOUSING TRUST FUND

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WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Redmond participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, the City Council has approved the Amended and Restated Interlocal Agreement for ARCH; and

WHEREAS, the City Council desires to use \$1,321,900 from City funds in 2023 as designated below to finance the projects recommended by the ARCH Executive Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:



Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund TWG/Imagine Housing - Ardea, Habitat for Humanity of Seattle-King County - Bellevue Homes, Plymouth Housing - Kenmore PSH, King County Housing Authority - Kirkland Heights, ALPHA/Inclusion - Scattered Homes, BRIDGE Housing - Spring District TOD, and Attain Housing - Totem Six Plex, in a combined total amount not to exceed \$1,321,900.

Section 2. The agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of January 12, 2023, a copy of which is attached hereto as Exhibit A.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:



# A Regional Coalition for Housing

*Celebrating 30 years of bringing cities together to house East King County*

Together Center Campus  
16307 NE 83rd St, Suite 201  
Redmond, WA 98052  
(425) 861-3677

## MEMORANDUM

TO: City of Bellevue Council Members  
City of Clyde Hill Council Members  
City of Issaquah Council Members  
City of Kirkland Council Members  
City of Mercer Island Council Members  
City of Redmond Council Members  
City of Woodinville Council Members  
City of Bothell Council Members  
Town of Hunts Point Council Members  
City of Kenmore Council Members  
City of Medina Council Members  
City of Newcastle Council Members  
City of Sammamish Council Members  
Town of Yarrow Point Council Members

FROM: Kurt Triplett, Chair, ARCH Executive Board

DATE: January 12, 2023

RE: Fall 2022 Housing Trust Fund (HTF) Recommendation

As we mark ARCH's 30<sup>th</sup> anniversary, I am pleased to transmit this year's recommendations for the ARCH Housing Trust Fund. The 2022 funding round was the largest in ARCH's history, with requests from eight projects proposing an impressive **819 units of affordable housing and 26 emergency shelter beds\***.

After careful deliberation, the ARCH Executive Board concurred with the recommendations of the ARCH Community Advisory Board (CAB) and is recommending **funding totaling \$7,645,900**, which provides full funding for four projects and partial funding for three projects. These recommendations advance an incredible set of projects that will meet diverse needs throughout the region, including:

- Supportive housing for formerly homeless seniors, veterans and people with disabilities;
- Homeownership housing that will help families build equity;
- Preservation of existing affordable housing for large families;
- Affordable senior independent living;
- Transit-oriented development for families and individuals adjacent to future light rail;
- Emergency shelter for youth and young adults in East King County\*; and
- Affordable housing for individuals with intellectual and developmental disabilities

In the last three decades, the ARCH Trust Fund has supported over 5,300 units of affordable housing and shelter beds, creating housing for thousands of families and individuals with limited opportunities to live in our community. The Trust Fund has also leveraged local resources over 10:1, bringing in \$1 billion in other investments to East King County, and this year is no exception, with proposed projects expected to **leverage over \$460 million in other funding**.

### ARCH MEMBERS

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦  
ISSAQUAH ♦ KENMORE ♦ KIRKLAND ♦ MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦  
SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

A summary of recommended projects is shown in the table below:

<b>Project Applicant</b>	<b>City</b>	<b>Units/ Beds</b>	<b>ARCH Request</b>	<b>Executive Board Recommendation</b>
Ardea <i>TWG/Imagine Housing</i>	Kirkland	170	\$1,400,000	\$1,400,000
Bellevue Homes <i>Habitat for Humanity</i>	Bellevue	25	\$600,000	\$600,000
Kenmore Supportive Housing <i>Plymouth Housing</i>	Kenmore	100	\$3,279,700	\$3,279,700
Kirkland Heights <i>King County Housing Authority</i>	Kirkland	276	\$2,000,000	\$1,566,200
The Landing Shelter* <i>Friends of Youth</i>	Kirkland	26	\$650,000*	See Below*
Scattered Homes (Supported Living Home / OHS Home) <i>Alpha Supportive Living</i>	TBD-Bothell Kenmore Woodinville	7	\$400,000	\$400,000
Spring District 120 <sup>th</sup> St. TOD <i>BRIDGE</i>	Bellevue	235	\$4,000,000	\$350,000
Totem Six-Plex <i>Attain Housing</i>	Kirkland	6	\$750,000	\$50,000
Total		819	\$13,079,700	\$7,645,900

**\*Note: Friends of Youth was able to obtain other grant funds and withdraw its application to ARCH. The ARCH Executive Board remains in strong support of the project.**

These investments couldn't come at a more urgent time, as inflation and rising rents continue to threaten the housing stability of households with low and moderate incomes. While ARCH did not have sufficient funding to fully fund all proposed projects, these awards will make a major difference in the community and help create momentum towards meaningful production of affordable homes. The increased demand for the Trust Fund program also demonstrates ARCH's success in strengthening and expanding relationships with a range of development partners. We know these partnerships are critical to creating the affordable homes that will provide economic relief and stability for current and future generations in our community.

Below is a more detailed description of the applications received, the Executive Board recommendation and rationale, and proposed contract conditions for the proposals recommended for funding at this time. Also enclosed is the proposed funding sources and an economic summary of the projects recommended for funding.

Attachments:

1. Proposed Funding Sources
2. Project Economic Summaries

**Note that bolded text in proposed conditions shows unique conditions in otherwise standard text.**

## **1. TWG and Imagine Housing – Ardea at Totem Lake**

Funding Request: \$1,400,000 (Contingent Loan)  
170 affordable rental units (including 1 manager unit)

Executive Board Recommendation: Up to \$1,400,000 (Contingent Loan)  
See attached Proposed Funding Sources for distribution of City Funds

### **Project Summary:**

The Ardea project consists of 170 units of affordable housing for seniors age 62 and older at 40%, 50% and 60% AMI, including an estimated 45 units for senior veterans. The project will include 91 studios and 79 1-bedrooms units. All of the units will be within one building with seven residential levels over a one-level parking garage partially below grade with 36 parking stalls. TWG, a national for-profit affordable housing developer, will be the lead developer with Imagine Housing acting as non-profit sponsor/ownership partner and service provider.

The project will provide major right-of-way pedestrian improvements intended to connect the unimproved section of 116<sup>th</sup> Ave NE along the property with the Totem Lake Business District major pedestrian loop. The project will replace and improve the existing sidewalk with street trees and pedestrian lighting to complete the improved pedestrian corridor along 116<sup>th</sup> Ave NE.

### **Funding Rationale:**

The Executive Board recommends funding with conditions listed below for the following reasons:

- The project will meet several local housing strategies within the City of Kirkland and provide a large amount of senior affordable housing units in a much-needed area of East King County.
- The project will complete an important missing section of pedestrian and right of way improvements connecting the Totem Lake Business District.
- This project leverages significant funding from other public and private sources.
- The project aims to bring together the efficiencies of a vertically integrated developer with the perspectives and connections of a local community-based nonprofit with deep roots in East King County.

### **Proposed Conditions:**

**Standard Conditions:** Refer to list of standard conditions found at end of this memo.

### **Special Conditions:**

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider up to a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum,

the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency towards **construction costs**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. **It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee** with 1% interest. The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
5. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
6. A covenant is recorded ensuring affordability for at **least 55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

<b>Affordability</b>	<b>Studio</b>	<b>1 BR</b>	<b>Total</b>
40%	17	17	34
50%	47	38	85
60%	27	24	51
<b>Total</b>	<b>91</b>	<b>79</b>	<b>170</b>

7. The final loan amount shall be up to \$1.4 million, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total loan amount based on changes to the project sources and uses, and unit mix.
8. Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers and parking management.
9. **Agency shall identify and assist residents with alternative transportation options such as car sharing programs and/or shuttle services, bicycle facilities, and robust pedestrian access.**
10. **Agency shall include in its quarterly monitoring reports the following information:**
  - a. **Updates on tenant relations and engagement in existing ARCH-funded projects**

**b. Updates on Agency property and asset management capacity and oversight**

**c. Updates on work necessary to preserve current wetland buffer approvals**

**11. Agency must demonstrate its commitment to retaining/providing Energy Star Appliances in every unit.**

## **2. Habitat for Humanity of Seattle-King County – Bellevue Homes**

Funding Request: \$600,000 (Secured Grant)  
25 affordable homeownership units

Executive Board Recommendation: Up to \$600,000 (Secured Grant)  
See attached Proposed Funding Sources for distribution of City Funds

### Project Summary:

Habitat for Humanity Seattle-King County proposes creating 25 permanently affordable 3-bedroom, 1.5 bath townhomes and a new 3,500 SF community center in the Factoria neighborhood of Bellevue, WA. This 3.13-acre site is to be purchased from the Holy Cross Lutheran Church of Bellevue.

The proposed population for the development is 4-5 person families with incomes up to 60% AMI and 80% AMI. The homeownership structure uses a land trust model to ensure permanent affordability of each unit. Under the model, HFHSC retains ownership of the land, which is leased to individual homeowners, and a right of first option to purchase the home upon resale. Habitat requires homebuyers to put in 250 hours of self-help labor to help construct their own units as well as their neighbors' units. This "sweat equity" model, combined with the modest appreciation within the land trust structure, provides low-income households the opportunity to build wealth through homeownership while securing safe, affordable housing.

The project addresses a local priority to the City of Bellevue's Affordable Housing Strategy by creating more affordable housing stock for low-income households, including through developing on land owned by faith-based groups.

### Funding Rationale:

The Executive Board supports the intent of this application for the following reasons:

- The project would create additional units of homes for purchase in a very high-cost area with median home prices that exceed \$1 million. Such opportunities are quite rare and allow households with modest incomes to achieve stability and wealth building through homeownership.
- The project takes advantage of new City policies that encourage additional density and affordable housing on property owned by faith communities, helping to advance the City's overall Affordable Housing Strategy.
- The project preserves existing community assets that will create benefits for residents and the broader community.

- Habitat's sweat equity model allows volunteers and potential buyers to gain valuable skills and experience in homebuilding, while allowing for cost savings when compared to traditional construction. Also, keeping the units and land in a land trust ensures perpetual affordability, which is especially important in a high cost, high growth city like Bellevue.
- Habitat's approach to marketing helps to address historic barriers to home ownership and preserve cultural diversity in the community.

**Proposed Conditions:**

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment continues for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **acquisition costs**. Funds may not be used for another purpose without prior written authorization from ARCH. If, after project completion project, there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. Funds will be in the form of a **secured grant**, so long as affordability and target population are maintained.
4. The Net Developer Fee shall be established when the Contract Budget is finalized and will follow the ARCH Net Developer Fee Schedule. Net Developer Fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after the project is placed in service.
5. A covenant shall be recorded ensuring affordability for at least **55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH.

<b>Affordability</b>	<b>3 BR</b>	<b>Total</b>
60%	10	10
80%	15	15
<b>Total</b>	<b>25</b>	<b>25</b>



6. **Agency shall include the following in its quarterly reports:**
  - a. **Update on mortgage interest rate projections and contingency plans to address rates in the present inflationary environment.**
  - b. **Update on neighborhood engagement and efforts to inform the surrounding community about the project.**
7. **Agency shall provide for ARCH review and approval any draft agreements memorializing roles and responsibilities for management and use of shared spaces, including the community center, open space elements, and shared parking. Agency shall ensure that homeowners are not responsible for maintenance of non-residential spaces intended primarily to benefit other parties or the broader community.**
8. **Agency shall affirmatively market the project to further fair housing (as described in the funding application), and commit to measures that ensure all households may enjoy residency regardless of religious affiliation, and protect against religious discrimination in the sale of homes and operation of the development.**

### **3. Plymouth Housing – Kenmore PSH**

Funding Request:	\$3,279,729 (Deferred Loan) 100 affordable rental units (including 1 manager unit)
Executive Board Recommendation:	Up to \$3,279,700 (Deferred Loan) See attached Proposed Funding Sources for distribution of City Funds

#### **Project Summary:**

The proposed project is the new construction of 100 affordable housing units for seniors, veterans, formerly homeless, and disabled individuals. All of the units will serve formerly homeless residents earning up to 30% of area median income. The project will be located on a city-owned site on Bothell Way in Downtown Kenmore with good proximity to amenities and transportation. The project location is ideal for a building that serves seniors and single individuals.

The project includes a mix of studios and one-bedroom units (25 one-bedroom and 75 studio) as well as resident amenity space, including a community room, community kitchen, on-site medical and behavioral health space, offices for case managers and property staff, and a front desk. The project will also include commercial space on the ground floor that will provide a benefit to the community through a partnership with Kenmore-based Bastyr University.

This project was made possible through the efforts of the City of Kenmore, which committed approximately \$3.2M in ARPA funding and offered a \$1.89 million City-owned property through an RFP dedicated to affordable housing. The ARCH Executive Board also approved a preliminary reservation of unused 2021 Housing Trust Fund resources to the development of this project. The winning project and funding recommendation was then reviewed and affirmed by ARCH's Community Advisory Board.

Due to construction market conditions, and incorporation of commercial prevailing wages into the construction budget (to accommodate federal resources committed to the project), the budget experienced an increase in construction costs that increased the remaining funding gap. To help fill this gap, Plymouth requested additional funds from ARCH in the fall round, and submitted applications to other funding sources to complete the project financing.

Funding Rationale:

The Executive Board recommends funding with conditions listed below for the following reasons:

- Aligns with the City's RFP goals and would further the City of Kenmore #1 priority to build affordable housing:
  - Exceeded the City's goal of providing 20% of the units at 30% AMI.
  - Utilizes project site efficiently allowing for 100 units of affordable housing.
  - Meets the City's requirement of a cost-efficient design.
  - Commits significant agency resources toward development of a ground floor that will benefit the community
  - Envisions a welcoming design that enhances and creates a gateway to Downtown Kenmore
- Will provide critically needed, deeply affordable units at 30% AMI.
- Meets ARCH's long-term objective of investing in affordable housing across member jurisdictions.
- Serves a range of special needs populations (homeless individuals, seniors, veterans and persons with disabilities)
- Will allow a dependable, long standing non-profit housing and service provider to expand services into Kenmore.
- Will be highly competitive for Low Income Housing Tax Credits and State Housing Trust Fund resources, providing significant financial leverage of local resources.
- Site has convenient access to transit, shopping, and services.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **eighteen (18) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **reserves, soft costs, design, permits and construction**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. If after the completion of the project there are budget line items with unexpended

balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.

3. Funds will be in the form of a **secured grant**, so long as affordability and target population is maintained, and the service funds necessary to provide services to this population are available.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least **55 years**, with unit size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	studio	1-bedroom	Total
30%	75	25	100
<b>Total</b>	<b>75</b>	<b>25</b>	<b>100</b>

6. Based on the availability of adequate support services, the project will contain 100 units for formerly homeless residents, unless otherwise approved by ARCH. Plymouth will work with service providers and other agencies working in East King County to establish referral mechanisms, or other referral method as approved by ARCH, and shall aim to include seniors, veterans, and persons with disabilities.
7. ARCH shall review and approve the services budget and services plan for consistency with application.
8. **The Agency will establish a services reserve account in the amount of no less than \$500,000 to be used in the event of shortfalls in project income to pay for necessary services expenses. A services reserve budget must be approved by ARCH at the close of permanent financing and will be monitored for consistency with the services plan, ARCH will review**
9. **If service funding decreases at any point during the term of the contract, Agency shall submit for review and approval a service plan which provides continuity of services within the project.**

#### **4. King County Housing Authority – Kirkland Heights**

Funding Request: \$2,000,000 (Contingent Loan)  
276 Affordable Units (including 3 manager units)

Executive Board Recommendation: Up to \$1,566,200 (Contingent loan)  
Includes \$1,056,300 local funds, \$509,900 CDBG funds

See attached Proposed Funding Sources for distribution of City Funds

Project Summary:

The Kirkland Heights Apartments is a 180-unit apartment complex located in Northeast Kirkland near the Totem Lake neighborhood. This proposal's scope includes the rehabilitation of all existing residential buildings, addition of a third story to eleven of the existing buildings, and the new construction of two three-story residential buildings and one community building. Upon project completion, the complex will consist of 276 units, thus utilizing more of the site's allowed density.

The project will include 103 units affordable for households at 30% AMI, 52 units at 60% AMI and 114 units at 80% AMI. This structure takes advantage of the available Project-based Section 8 rental assistance, which is targeted to the 106 units at 30% AMI, while allowing existing residents with incomes between 60% and 80% AMI to remain at Kirkland Heights.

KCHA is proposing \$24.2 million in public funds while contributing a significant (\$36.1 million) subordinate loan. King County has awarded \$11.2 million in funds for the project, and \$10 million is proposed from the State (of which \$5 million would fund the rehab project, and \$5 million would fund the new construction portion). In addition, as a Public Housing Authority (PHA), KCHA can issue tax exempt debt. At the time of application, 50% (\$110 million) of the total sources have been committed/secured.

Funding Rationale:

The Executive Board supports the intent of this application for the following reasons:

- The project preserves and enhances housing for a large number of existing low- and moderate-income residents in the community, including many families with children.
- The project also adds a significant number of units affordable to very low-, low- and moderate-income households within a high-opportunity area near good jobs, various transportation options, and other public and private amenities.
- KCHA has taken advantage of income averaging, thus allowing the feasible incorporation of 106 units targeted to very low-income households. Those units are supported with Project-based Section 8 Rental Assistance under a HAP Contract signed in 2020.
- This project leverages significant funding from public and private sources, 50% of which are already committed/secured.
- The project is undertaken by an experienced agency that has prioritized the project to start construction as soon as possible.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **eighteen (18) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide

a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider up to a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.

2. Funds shall be used by the Agency for **soft costs, acquisition costs, and construction costs**. In the event any portion of the funding award is reserved for construction contingency, that portion must be approved in advance by ARCH staff. Funds may not be used for another purpose without prior written authorization from ARCH. If, after project completion project, there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
3. **Funds will be in the form of a deferred, contingent loan.** Loan terms will account for various factors, including loan terms from other fund sources, including the sponsor subordinate loan and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH staff. **Based on the preliminary development budget, it is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of the deferred developer fee (approximately year 12), with 1% interest.** The terms will also include a provision for the Agency to defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of a loan payment is subject to approval by ARCH staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
4. KCHA will provide a sponsor subordinate loan in the approximate amount of **\$36.1 million**. The final amount and terms of repayment will be finalized at the time of review and approval of the contingency portion of the funding commitment. Terms are anticipated to account for available cash flow and repayment of the ARCH loan.
5. Until such time as the deferred developer fee is fully repaid, all cash flow after payment of operating expenses and debt service shall be used to repay the deferred developer fee or project reserves as approved by ARCH staff.
6. A covenant is recorded ensuring affordability for at least 55 years, with affordability as shown in the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	1 BR	2 BR	3 BR	4 BR	Total
30%		56	43	7	106
60%	4	23	22	4	53
80%	8	48	48	10	114
<b>Total</b>	<b>12</b>	<b>127</b>	<b>113</b>	<b>21</b>	<b>273</b>

7. **Agency shall provide remaining findings after the completion of Building 8 test case. If those findings impact the project's development budget or project timeline, those updates will be shared with ARCH.**

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There has been an ongoing demand for Supported Living services from individuals with IDD living with their parents or from an institutional setting. Alpha continually receives referrals but lacks access to affordable housing to place individuals. Currently, there are 87 open and funded “slots” for clients with IDD to move into Supported Living in Washington State, plus 68 additional funded “slots” that will be added over the next 12 months from legislative appropriations.

Funding Rationale:

The Executive Board supports the intent of this application for the following reasons:

- The project will provide much needed IDD housing in King County people with very low incomes below 30% AMI.
- This project leverages significant investments from public sources including State capital funds as well as ongoing rental subsidies and service funding that will ensure stable operations over time.
- The project is undertaken by an agency with recent success creating new IDD housing and a strong reputation for meeting the needs of individuals who would otherwise not be successful in many other types of housing.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment continue for **eighteen (18) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **acquisition**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use.
3. Funds will be in the form of a **secured grant**, so long as affordability and target population is maintained, and the service funds necessary to provide services to this population are available.
4. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
5. A covenant is recorded ensuring affordability for at least **55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

Affordability	1-bedroom/suite	Total
30%	7	7
<b>Total</b>	<b>7</b>	<b>7</b>

6. ARCH shall review and approve the services budget and services plan for consistency with application. A services reserve budget must be approved by ARCH at the close of permanent finance and will be monitored on an annual basis for consistency with the services plan. Any deviation from the services budget must be pre-approved by ARCH.
7. **Agency shall provide to ARCH for review a Capital Needs Assessment for all homes for ARCH's approval.**

## **6. BRIDGE Housing – Spring District TOD**

Funding Request: \$4,000,000 (Contingent Loan)  
235 Affordable Units (including 2 manager units)

Executive Board Recommendation: Up to \$350,000 (Contingent Loan)  
See attached Proposed Funding Sources for distribution of City Funds

### Project Summary:

In October 2020, Sound Transit selected BRIDGE and its partners, Essex and Touchstone, to master plan and develop a 6.9-acre site adjacent to the agency's Operations and Maintenance Facility in the Spring District of Bellevue. Together, the project partners plan to deliver a mixed-use, mixed-income transit-oriented development that offers direct connections to a new transit station and a regional multi-modal trail corridor.

The proposed affordable housing project is comprised of Building 6 and Building 3, which consist of 235 permanently affordable units at 50%-60% AMI including two manager's apartments. Unit mixes will consist of 71 studios, 101 one-bedroom units, 37 two-bedroom units, and 24 three-bedroom units. The current proposal was prepared in response to a 2019 RFP that originally contained up to \$10 million in committed funding from King County and \$4 million from ARCH. At the time, BRIDGE believed the project would be feasible without those funds, but in subsequent years high-cost inflation has created a large financing gap in the project.

The project is currently projecting a large gap in public financing, but is not expected to get underway with construction until late 2024. Therefore, the project may be able to re-apply for funding in ARCH's 2023 funding round.



Funding Rationale:

The Executive Board supports the intent of this application for the following reasons:

- The project will provide a large amount of low- and moderate-income affordable housing units in a strategic location close to jobs, transportation and amenities.
- This project leverages significant investments from public and private funding sources, including King County TOD funds which are specifically set aside for the Bel-Red corridor, Amazon's Housing Equity Fund and the Evergreen Impact Housing Fund.
- The project takes advantage of surplus public property provided at no cost by Sound Transit and City of Bellevue.
- The project design incorporates cost and sustainability considerations such as reduced parking.
- The project advances key objectives in the City of Bellevue's Affordable Housing Strategy.

Proposed Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twenty-four (24) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider up to a 12-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant must demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by the Agency towards **soft costs and construction**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use. Spending of construction contingency must be approved in advance by ARCH. If after the completion of the project there are budget line items with unexpended balances, ARCH and other public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.
3. Funds will be in the form of a **deferred, contingent loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by ARCH Staff. **It is anticipated that loan payments will be based on a set repayment schedule and begin after repayment of deferred developer fee** with 1% interest. The terms will also include a provision for the Agency to a defer payment if certain conditions are met (e.g., low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by ARCH Staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.
5. The net developer fee shall be established at the time of finalizing the Contract Budget and will follow the ARCH Net Developer Fee Schedule. Net developer fee is defined as that portion of the

developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.

6. A covenant is recorded ensuring affordability for at least **55 years**, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by ARCH staff.

<b>Affordability</b>	<b>Studio</b>	<b>1 BR</b>	<b>2BR</b>	<b>3BR</b>	<b>Total</b>
50%	21	30	11	8	70
60%	50	71	26	16	163
<b>Total</b>	<b>71</b>	<b>101</b>	<b>37</b>	<b>24</b>	<b>233</b>

7. **Agency must submit for ARCH staff approval a management and services plan which includes coordination of services with outside providers for special populations.**
8. **Agency shall ensure that all measures have been taken to provide durable, high quality and sustainable constructions materials, and Energy Star appliances within the project.**
9. **Agency shall identify and take steps to connect residents with affordable, healthy food options, and commit to pursuing the removal of any restrictions within the broader master development that prevent the operation of grocery stores.**
10. **Agency shall submit a parking management and shared parking plan and shall pursue opportunities to make additional parking options available to residents who require vehicle parking.**
11. **In the interest of encouraging integration of residents across the development site, the Agency shall look for ways to incorporate shared amenities, unifying aesthetics, and other programmatic features to build community.**

## **7. Attain Housing – Totem Six Plex**

Funding Request: \$650,000 (Secured Grant)  
6 new housing units

Executive Board Recommendation: Up to \$50,000 (Technical Assistance Grant)  
See attached Proposed Funding Sources for distribution of City Funds

### **Project Summary:**

The proposed project is the new construction of a three-story structure with six two-bedroom units of transitional housing for homeless families earning up to 30% of area median income (AMI). The property currently contains an existing four plex building owned and managed by Attain Housing. Attain also manages the four plex on the lot next to the proposed construction site. The proposed new building will sit in what is currently a lawn between the two four plex buildings. The project represents an expansion

of existing programs operated by Attain, with overall capacity growing from 8 to 14 units across the three buildings.

Funding Rationale:

The Executive Board supports the concept of the Attain Housing proposal but does not recommend fully funding the project at this time. The Executive Board supports technical assistance funding for this project in an effort to address outstanding project issues, and encourages the project to apply for funding during the 2023 ARCH Housing Trust Fund round. This would provide an opportunity for Attain Housing to address the issues identified below:

- Further development of building design, permitting, siting and parking and conformance with zoning requirements.
- Allow the project to obtain funding commitments of other public funding sources and make progress on the needed capital campaign.
- Secure project management capacity, including recommended engagement of a development consultant who will assist with the financing and project management of the project through construction completion.
- Development of an updated development budget and operating budget which addresses increases in construction costs based on an updated cost estimate and funding to address the additional cost increases.
- Development of a project schedule consistent with the proposed funding and local permitting requirements.
- Further discussion of long-term strategy for funding supportive services for transitional housing.

Proposed Conditions for Technical Assistance Award:

Standard Conditions: Refer to list of standard conditions found at end of this memo.

Special Conditions:

1. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide status report on progress to date and expected schedule for start of construction and project completion. ARCH staff will consider a twelve-month extension only based on documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable timeframe.
2. Funds shall be used by Agency toward **development consultant and design development**. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use.
3. Funds will be in the form of a **grant** for eligible predevelopment expenses.

Standard Conditions (Apply to all projects):

1. Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by ARCH staff. If the Agency is unable to adhere to the budgets, ARCH must be immediately notified and (a) new budget(s) shall be submitted by the Agency for ARCH's approval. ARCH shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of ARCH's commitment of funds.
2. Agency shall submit evidence of funding commitments from all proposed sources. In the event commitment of funds identified in the application cannot be secured in the timeframe identified in the application, the Agency shall immediately notify ARCH, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to ARCH review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to the following: contractor solicitation, bidding, and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to refinance acquisition costs.
4. Agency shall maintain documentation of any necessary land use approvals and permits required by the city in which the project is located.
5. Agency shall submit quarterly monitoring reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by ARCH.
6. Agency shall maintain the project in good and habitable condition for the duration of the period of affordability.
7. The final award amount shall be up to the recommended total, subject to approval by ARCH staff based on a documented funding gap. ARCH reserves the right to reduce its total award amount based on changes to the project sources and uses, and unit mix.

## Attachment 1: Proposed Funding Sources

### PROJECTS RECOMMENDED FOR 2022 FUNDING

	Ardea at Totem Lake	Bellevue Homes	Kenmore PSH	Kirkland Heights	Scattered Homes	Spring District	Totem Six Plex	2022 Recommended Funds
Bellevue	475,000	203,600	1,112,800	358,400	135,700	118,700	25,000	2,429,200
Bothell	28,200	12,100	66,100	21,300	8,100	7,100		142,900
Clyde Hill	7,600	3,300	17,800	5,700	2,200	1,900		38,500
Hunts Point	1,600	700	3,700	1,200	500	400		8,100
Issaquah	65,300	28,000	153,000	49,300	18,700	16,300		330,600
Kenmore	23,400	10,000	54,900	17,700	6,700	5,900		118,600
Kirkland	386,100	165,500	904,600	291,300	110,300	96,500	25,000	1,979,300
Medina	7,400	3,200	17,300	5,600	2,100	1,800		37,400
Mercer Island	25,200	10,800	59,100	19,000	7,200	6,300		127,600
Newcastle	36,000	15,400	84,300	27,100	10,300	9,000		182,100
Redmond	261,200	111,900	611,800	197,100	74,600	65,300		1,321,900
Sammamish	49,500	21,200	115,900	37,300	14,100	12,400		250,400
Woodinville	30,600	13,100	71,700	23,100	8,700	7,700		154,900
Yarrow Point	2,900	1,200	6,700	2,200	800	700		14,500
<b>Local Funds</b>	<b>1,400,000</b>	<b>600,000</b>	<b>3,279,700</b>	<b>1,056,300</b>	<b>400,000</b>	<b>350,000</b>	<b>50,000</b>	<b>7,136,000</b>
<b>CDBG</b>				<b>509,900</b>				<b>509,900</b>
<b>Award Totals</b>	<b>1,400,000</b>	<b>600,000</b>	<b>3,279,700</b>	<b>1,566,200</b>	<b>400,000</b>	<b>350,000</b>	<b>50,000</b>	<b>7,645,900</b>

## Attachment 2: Project Economic Summaries

Applicant: TWG and Imagine Housing  
Project Name: Ardea Senior Affordable Housing  
Location: 12700 116<sup>th</sup> Avenue NE, Kirkland WA  
Project Description: 170 units of affordable housing for seniors 62 and older at 40%, 50% and 60% AMI

Project Sources	Amount	Status
Amazon	\$8,075,000	Committed
Amazon	\$8,075,000	Committed
ARCH	\$1,400,000	Proposed
King County	\$2,274,000	Proposed
4% LIHTC	\$28,357,114	Proposed
Perm Loan	\$15,300,000	Proposed
Deferred Developer Fee	\$3,696,674	Committed
<b>Total Sources</b>	<b>\$67,177,788</b>	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs:	\$4,805,427	\$28,267	\$36
Construction:	\$45,052,718	\$265,016	\$333
Soft Costs:	\$10,153,157	\$59,724	\$75
Pre-Development / Bridge Financing	\$440,048	\$2,589	\$3
Construction Financing	\$2,642,119	\$15,542	\$20
Permanent Financing	\$1,279,375	\$7,526	\$9
Capitalized Reserves	\$683,800	\$4,022	\$5
Other Development Costs	\$2,121,144	\$12,477	\$16
<b>Total Uses</b>	<b>\$67,177,788</b>	<b>\$395,163</b>	<b>\$497</b>

Applicant: Habitat for Humanity of Seattle-King County  
Project Name: Bellevue Homes  
Location: 4315 129<sup>th</sup> Place SE, Bellevue, WA 98006  
Project Description: New development of 25 permanently affordable 3-bedroom, 1.5 bath townhomes and a new 3,500 SF community center for residents at 80% AMI.

Project Sources	Amount	Status
State HTF	\$900,000	Proposed
State CHIP	\$800,000	Proposed
ARCH HTF	\$600,000	Proposed
HFHSC	\$11,540,313	Committed
<b>Total Sources</b>	<b>\$13,840,313</b>	

Project Uses	Amount	Per Home	Per SF
Acquisition Costs	\$1,020,000	\$40,800	\$37.09
Construction	\$11,360,313	\$454,413	\$413.10
Soft Costs	\$1,180,000	\$47,200	\$42.91
Other Development Costs	\$280,000	\$11,200	\$10.18
<b>Total Uses</b>	<b>\$13,840,313</b>	<b>\$555,613</b>	<b>\$503.28</b>

Applicant: Plymouth Housing  
Project Name: Kenmore PSH  
Location: 4315 129<sup>th</sup> Place SE, Bellevue, WA 98006  
Project Description: New construction of 100 affordable housing units for formerly homeless seniors, veterans, and disabled individuals at 30% area median income with moderate service needs.

Source Name	Amount	Originally Committed	Proposed Status
Tax Credit Equity	\$25,705,200		Proposed
Housing Trust Fund	\$5,000,000		Proposed
City of Kenmore	\$400,000	\$5,090,000	Proposed
ARCH	\$279,729	\$3,000,000	Proposed
Plymouth Sponsor Loan	\$1,458,600		Committed
FHLB	\$750,000		Proposed
King County	\$1,000,000		Proposed
Plymouth Sponsor Loan	\$1,541,400		Committed
<b>Total Sources</b>	<b>\$44,224,929</b>		

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$1,920,000	\$19,200	\$45
Construction	\$34,123,997	\$341,240	\$804
Soft Costs	\$3,015,000	\$30,150	\$71
Construction Financing	\$794,532	\$7,945	\$19
Permanent Financing	\$315,000	\$3,150	\$7
Capitalized Reserves	\$ 1,135,000	\$11,350	\$27
Other Development Costs	\$1,380,000	\$13,800	\$33
Community Space	\$1,541,400	N/A	\$706
<b>Total Uses</b>	<b>\$44,224,929</b>	<b>\$442,249</b>	<b>\$1,042</b>



Applicant: King County Housing Authority  
Project Name: Kirkland Heights  
Location: 13310 NE 133<sup>rd</sup> Street, Kirkland WA 98034  
Project Description: Rehab and new construction of 276 Affordable Units at 30%, 60% and 80% AMI

Project Sources	Amount	Status
4% LIHTC Equity	\$96,393,299	Proposed
Tax Exempt Bonds (Permanent)	\$52,262,366	Proposed
King County TOD	\$11,200,000	Committed
State HTF	\$10,000,000	Proposed
State CHIP	\$1,000,000	Proposed
ARCH HTF	\$2,000,000	Proposed
Sponsor Subordinate Loan	\$36,145,521	Committed
Deferred Developer Fee	\$10,911,606	Committed
Deferred Interest	\$400,000	Committed
<b>Total Sources</b>	<b>\$220,312,792</b>	

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$51,524,800	\$186,684	\$210.09
Construction	\$128,170,181	\$464,385	\$522.61
Soft Costs	\$31,905,619	\$115,600	\$130.09
Pre-Development / Bridge Financing	\$1,200,000	\$4,348	\$4.89
Construction Financing	\$1,825,000	\$6,612	\$7.44
Permanent Financing	\$1,594,462	\$5,777	\$6.50
Other Development Costs	\$3,627,730	\$13,144	\$14.79
Bond Related Costs of Issuance	\$465,000	\$1,685	\$1.90
<b>Total Uses</b>	<b>\$220,312,792</b>	<b>\$798,235</b>	<b>\$898.31</b>

Applicant: ALPHA/Inclusion  
Project Name: Scattered Homes  
Location: TBD  
Project Description: Purchase and rehabilitation of two homes in East King County for IDD children and individuals.

<b>Project Sources</b>	<b>OHS Home 3</b>	<b>Supported Living Home 4</b>	<b>Total</b>
Housing Trust Fund	\$700,000	\$650,000	\$1,350,000
ARCH	\$200,000	\$200,000	\$400,000
Kuni Foundation	\$100,000	\$0	\$100,000
Inclusion Housing	\$100,000	\$100,000	\$200,000
<b>Total Sources</b>	<b>\$1,100,000</b>	<b>\$950,000</b>	<b>\$2,050,000</b>

<b>Project Uses: Supported Living Home #4</b>	<b>Amount</b>	<b>Per SF</b>	<b>Per Bed</b>
Acquisition Costs	\$812,000	\$226	\$116,000
Construction	\$96,000	\$27	\$13,714
Soft Costs	\$21,000	\$6	\$3,000
Capitalized Reserves	\$21,000	\$6	\$3,000
<b>Total Uses</b>	<b>\$950,000</b>	<b>\$264</b>	<b>\$135,714</b>
<b>Project Uses: OHS Home #3</b>	<b>Amount</b>	<b>Per/SF</b>	<b>Per Bed</b>
Acquisition Costs	\$963,000	\$268	\$137,571
Construction	\$96,000	\$27	\$13,714
Soft Costs	\$21,000	\$6	\$3,000
Capitalized Reserves	\$20,000	\$6	\$2,857
<b>Total Uses</b>	<b>\$1,100,000</b>	<b>\$306</b>	<b>\$157,143</b>

Applicant: BRIDGE Housing  
Project Name: Spring District Affordable Housing Development  
Location: 1601 120<sup>th</sup> Avenue NE, Bellevue WA  
Project Description: New construction of Building 6 and Building 3, which consist of 235 permanently affordable units at 50%-60% AMI in the Spring District TOD site.

Project Sources	Amount	Status
4% Low Income Housing Tax Credits	\$58,501,006	Proposed
Amazon Housing Equity Fund - Loan	\$22,100,000	Proposed
Amazon Housing Equity Fund - Grant	\$3,750,000	Proposed
Evergreen Impact Housing Fund	\$15,500,000	Committed
King County TOD	\$10,000,000	Proposed
City of Bellevue	\$8,000,000	Proposed
ARCH	\$4,000,000	Proposed
BRIDGE General Partner Equity	\$4,985,350	Committed
Deferred Developer Fee	\$2,000,000	Committed
Perm Loan	\$2,987,826	Proposed
<b>Total Sources</b>	<b>\$131,824,182</b>	<b>\$560,954</b>

Project Uses	Amount	Per Unit	Per SF
Acquisition Costs	\$25,000	\$106	\$0.11
Construction	\$101,081,682	\$430,135	\$424.80
Soft Costs	\$15,434,392	\$65,678	\$64.86
Pre-Development / Bridge Financing	\$810,975	\$3,451	\$3.41
Construction Financing	\$9,589,624	\$40,807	\$40.30
Permanent Financing	\$580,627	\$2,471	\$2.44
Capitalized Reserves	\$611,227	\$2,601	\$2.57
Other Development Costs	\$3,690,655	\$15,705	\$15.51
<b>Total Uses</b>	<b>\$131,824,182</b>	<b>\$560,954</b>	<b>\$553.99</b>

Applicant: Attain Housing  
Project Name: Totem Six Plex  
Location: 12601 NE 132<sup>nd</sup> St, Kirkland  
Project Description: New construction of a three-story structure with six two-bedroom units of affordable housing for homeless families earning up to 30% of area median income (AMI).

Project Sources	Amount	Status
ARCH	\$750,000	Proposed
State Housing Trust Fund	\$750,000	Proposed
King County	\$750,000	Proposed
Capital Campaign	\$1,500,000	Proposed
Attain Housing	\$250,000	Committed
<b>Total Sources</b>	<b>\$4,000,000</b>	<b>\$666,667</b>

Project Uses	Amount	Per Unit	Per SF
Acquisition:	\$1,500	\$250	\$.25
Construction:	\$3,393,632	\$565,605	\$566
Soft Costs:	\$526,143	\$87,691	\$88
Other Development Costs	\$78,725	\$13,1221	\$13
<b>Total Uses</b>	<b>\$4,000,000</b>	<b>\$666,667</b>	<b>\$667</b>



# A Regional Coalition for Housing

***ARCH Trust Fund  
Recommendations  
Fall 2022***

# Total Requests

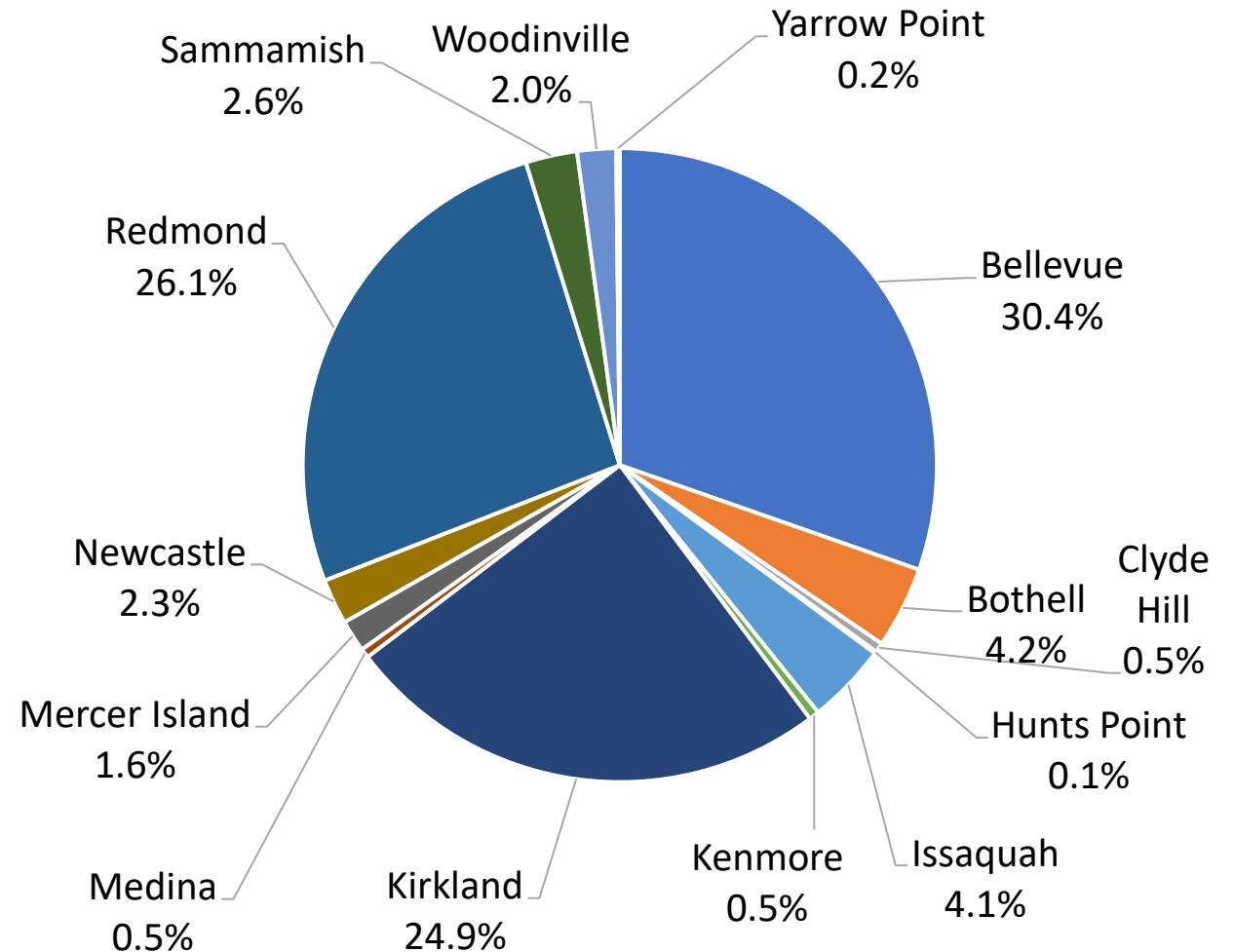
- Eight applications requesting a total of \$13.1M
- Submitted projects include 845 total affordable units/beds
  - 100 units in Kenmore, 7 beds in Kenmore-Bothell-Woodinville area
  - 478 units/beds in Kirkland
  - 260 units in Bellevue
- Projects also applied for King County and State funds

Applicant	Project	Location	ARCH Request	Units/ Beds
TWG/Imagine Housing	Ardea Senior Affordable Housing	Kirkland	\$1,400,000	170
Habitat for Humanity	Bellevue Homes	Bellevue	\$600,000	25
Plymouth Housing	Kenmore PSH	Kenmore	\$3,279,729	100
KCHA	Kirkland Heights	Kirkland	\$2,000,000	276
<del>Friends of Youth</del>	<del>The Landing Shelter and Service Center</del>	<del>Kirkland</del>	<del>\$650,000</del>	<del>26</del>
ALPHA/Inclusion Homes	Scattered Homes	Kenmore-Bothell-Woodinville	\$400,000	7
BRIDGE Housing	Spring District Affordable Housing Dev.	Bellevue	\$4,000,000	235
Attain Housing	Totem Six Plex	Kirkland	\$750,000	6
Total			\$13,079,729	845

# Available Funds

- Approximately \$7.6M in available revenue
  - Kenmore also contributing \$5M in land/ARPA funds
- Funding Sources:
  - Local General Funds
    - Remaining 2021 funds
    - New 2022 contributions
    - Loan repayments, interest earnings, de-obligated funds
  - HB 1406 sales tax funds
  - Kirkland fee in lieu funds
  - CDBG funds
    - Kirkland, Redmond and N/E subregion

## ARCH Trust Fund Balances November 2022

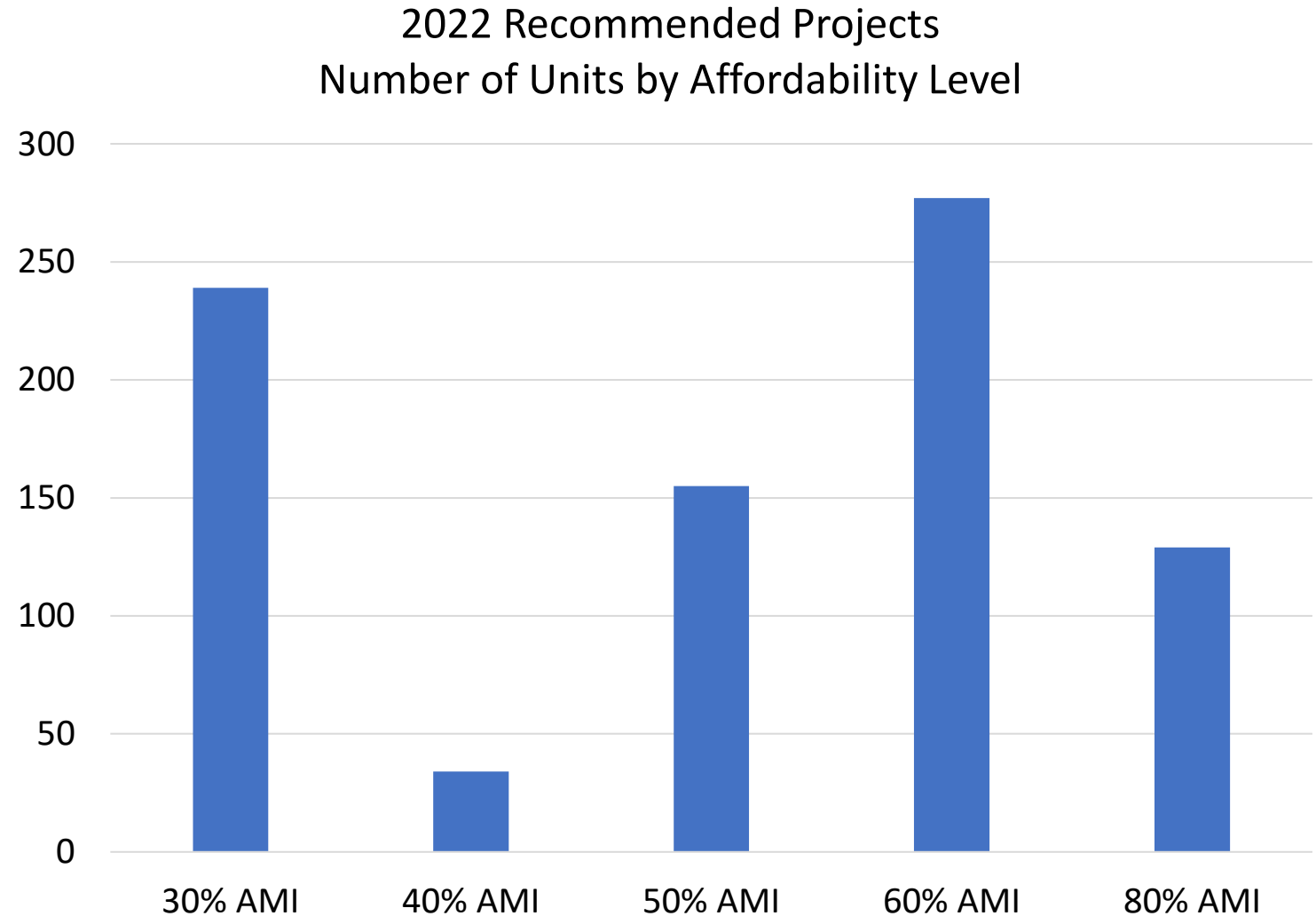


# Recommendations

Applicant	Project	Location	ARCH Request	Recommended Award	Units/ Beds
TWG/Imagine Housing	Ardea Senior Affordable Housing	Kirkland	\$1,400,000	\$1,400,000	170
Habitat for Humanity	Bellevue Homes	Bellevue	\$600,000	\$600,000	25
Plymouth Housing	Kenmore PSH	Kenmore	\$3,279,729	\$3,279,700	100
KCHA	Kirkland Heights	Kirkland	\$2,000,000	\$600,000	25
ALPHA/Inclusion Homes	Scattered Homes	Kenmore- Bothell- Woodinville	\$400,000	\$400,000	7
BRIDGE Housing	Spring District Affordable Housing Dev.	Bellevue	\$4,000,000	\$350,000	235
Attain Housing	Totem Six Plex	Kirkland	\$750,000	\$50,000	6
Total			<b>\$12,429,729</b>	<b>\$7,645,900</b>	819



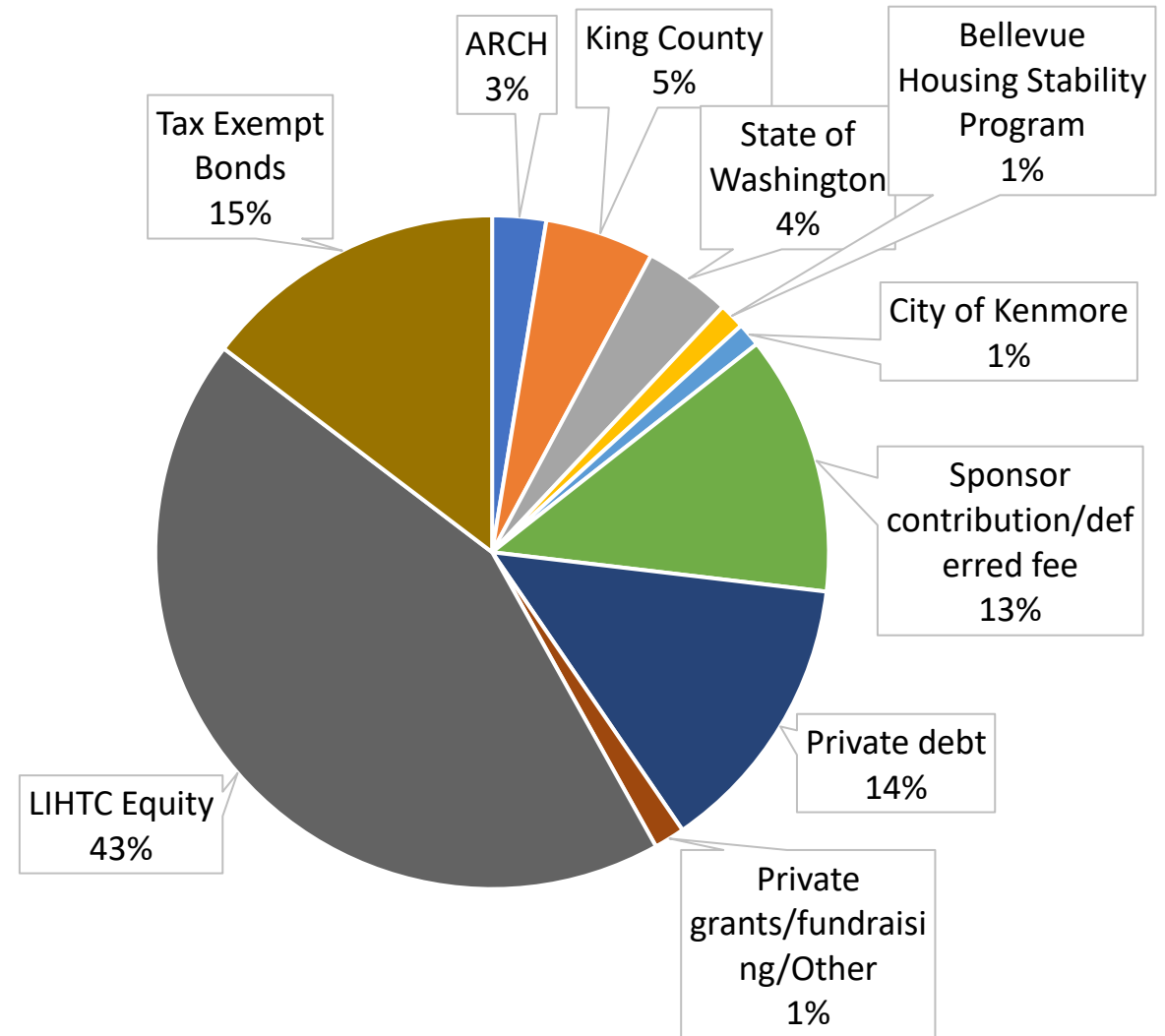
- Significant number of units with deep affordability
  - Section 8 vouchers or other rental subsidy to reach rents at or below 30% AMI
- Six rental projects, one homeownership project



# Leveraged Funding Sources

- \$465 million in estimated project funding in recommended projects
- \$40 for every \$1 of ARCH Trust Fund investment
- \$20 for every \$1 of local city funding (including proposed Kenmore and Bellevue funds)

## Proposed Funding Sources ARCH Housing Trust Fund Projects, 2022



# Ardea at Totem

- Location: 12700 116th Avenue NE, Kirkland WA
- Requested: \$1,400,000
- Recommended: \$1,400,000
- Project Sponsor/Developer: Imagine Housing and TWG
- 170 studio and 1BR units
- Affordability at 40%, 50% and 60% AMI
- Seniors and veterans
- Close to amenities, transit





# Habitat Bellevue Homes

- Location: 4315 129th Pl SE, Bellevue WA (Holy Cross Church)
- Applicant: Habitat for Humanity of Seattle-King County
- Requested: \$600,000
- Recommended: \$600,000
- Unit Mix: 25 3BR cottages
- Affordability: 10 at 60% AMI, 15 at 80% AMI



# Kenmore Supportive Housing

- Location: 6532 Bothell Way NE, Kenmore WA
- Applicant: Plymouth Housing
- Requested: \$3,279,729
- Recommended Funds: \$3,279,700
- Unit Mix: 100 studio and 1BR units
- Affordability: 30% AMI
- Homeless individuals, seniors, veterans and persons with disabilities



## Additional Background

- \$1.9M City-donated property in downtown Kenmore with access to transit and amenities (one block from future BRT)
- \$3.2 million commitment of Kenmore ARPA Funds
- Strong City commitment to move the project quickly
- Competitive for 9% LIHTC
- Proposed health clinic partnership with Bastyr University
- Community courtyard for residents and patrons of commercial space





# Kirkland Heights

- Location: 13310 NE 133rd Street, Kirkland, WA
- Requested: \$2,000,000
- Recommended: \$1,566,200
- Applicant: King County Housing Authority
- Preservation and redevelopment to increase from 180 to 276 units (including 3 manager units)
- Unit Mix: 1BR, 2BR, 3BRs
- Affordability: 106 units at 30% AMI, 53 units at 60% AMI, 114 units at 80% AMI
  - Existing residents include 76% BIPOC households





# Inclusion Scattered Homes

Location: Scattered (TBD – Woodinville, Bothell, Kenmore area, near existing homes and agency headquarters)

Applicant: Inclusion Housing LLC (Alpha Supportive Living Services)

Requested: \$400,000

Recommended: \$400,000

Unit Mix: Two 3-4BR Single Family  
Detached Homes

Affordability: 30% AMI

Out of Home Services Home

Children (ages 8-21) with  
Intellectual/Developmental Disabilities

Supportive Living Home

Adult Individuals with  
Intellectual/Developmental Disabilities



*Images are for illustrative purposes only – homes to be acquired in 2023.*



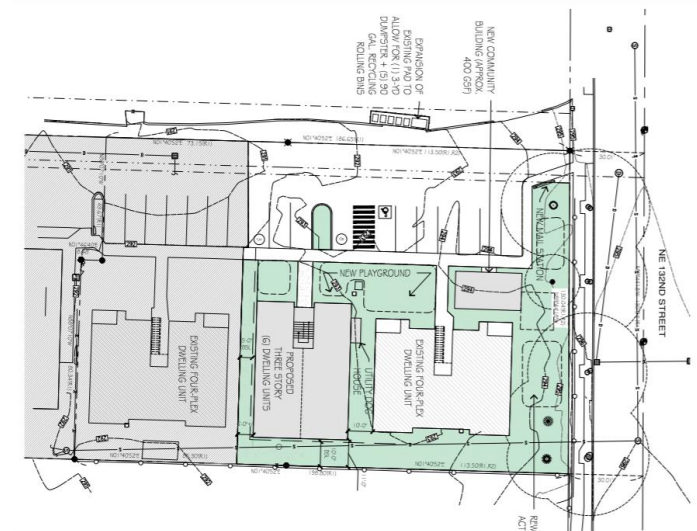
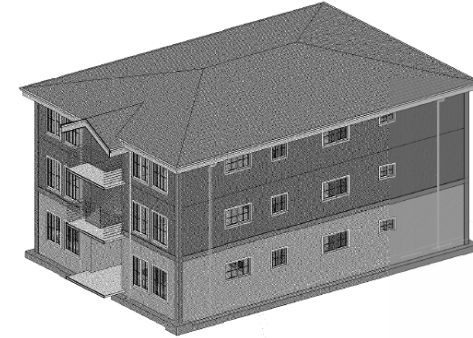
# Spring District TOD

- Location: 1601 120th Avenue NE, Bellevue WA
- Applicant: BRIDGE Housing
- Requested: \$4,000,000
- Recommended: \$350,000
- Unit Mix: 235 studio, 1BR, 2BR and 3BR units
- Affordability: 40% AMI, 50%AMI and 60% AMI
- Families and individuals
- Part of larger mixed use, master planned TOD community
- Planned construction start in November 2024



# Attain Six-plex

- Location: 12601 NE 132<sup>nd</sup> St, Kirkland
- Applicant: Attain Housing
- Requested: \$750,000
- Recommended: \$50,000
- Unit Mix: 6 2BR units
- Affordability: 30% AMI
- Transitional housing for homeless families
- Use of existing property to create new development site



Issue	Discussion Notes
1. ARCH's impact on affordable housing outcomes.	<p><b><u>Council Discussion</u></b></p> <ul style="list-style-type: none"> <li>a. Why is ARCH so valuable for the regional community?</li> <li>b. Why is ARCH so valuable for Redmond (even if HTF units are not always built in Redmond)?</li> <li>c. Why is jurisdictional collaboration so important?</li> </ul> <p><b>Councilmember Stuart</b></p> <p><b><u>Staff Comments</u></b></p> <ul style="list-style-type: none"> <li>a. The mission and structure of ARCH has been elevated as a national model for advancing affordable housing for many years. In the last three decades since ARCH's founding, the impact of the organization has included the creation of roughly 8,000 long-term affordable units across East King County, plus the creation of a shared structure for monitoring and maintaining affordability. ARCH's structure has enabled a consistent and stable source of investment in affordable housing in the region, something that is not possible in areas where jurisdictions don't collaborate and pool resources. In addition, ARCH's structure has facilitated sharing of best practices and policies that may otherwise be slow to spread, as illustrated by the early and now common use of land use incentives to create affordable housing in East King County, compared to other parts of the county.</li> <li>b. Redmond was one of the founding members of ARCH, which was built on the understanding that housing issues don't start and stop at city borders, and a collective commitment to greater affordability across East King County's will benefit all cities in the region. This principle resonates both at the broader market level, and the individual level for people who may work in Redmond and be able to find an affordable home in an adjacent community.</li> <li>c. Jurisdictional collaboration has a variety of benefits, including: cost efficiency through the use of shared resources and infrastructure; the creation of programs that are easier for end-users to navigate (for example, developers applying for funding or people seeking affordable housing); more consistent adoption of best practices among jurisdictions, and the opportunity for greater influence as a coalition versus individual jurisdictions.</li> </ul>
2. ARCH's approach to helping keep tenants in their homes.	<p><b><u>Council Discussion</u></b></p> <ul style="list-style-type: none"> <li>a. How is ARCH addressing the significant rent increases in affordable units?</li> <li>b. What are ARCH methods to protect people from having to leave affordable ARCH units due to rent increases?</li> </ul>

Issue	Discussion Notes
<b>Councilmember Fields</b>	<ul style="list-style-type: none"> <li>c. How many tenants of affordable ARCH units are displaced due to rent increases?</li> <li>d. What process improvements or program changes could help?</li> </ul>
	<p><b><u>Staff Comments</u></b></p> <ul style="list-style-type: none"> <li>a. In response to the dramatic increases in allowed rents under current affordable housing contracts and policies, staff requested and the ARCH Executive Board approved the initiation of a policy development process to evaluate alternative options for regulating rent increases in affordable units. This process has been underway since the fall and is expected to result in recommendations to members in the coming months. Separately, ARCH consistently encourages property owners on a voluntary basis to consider the impact of rent increases and avoid unnecessary increases that will lead to economic displacement of current residents, and also to share resources with tenants on any available rental assistance programs.</li> <li>b. ARCH is limited in its authority to alter allowed rent increases based on the terms of each cities' legal agreements with individual property owners. However, ARCH has taken steps to encourage cities to adopt broader regulations that mitigate the impact of rent increases through longer notice periods, and limitations on late fees and move in fees. Some cities, including Redmond, have adopted some or all of these recommendations, and ARCH has since been engaged with outreach and education to make property owners and tenants aware of the new regulations.</li> <li>c. Data on displacement due to rent increases is inherently difficult to obtain, since property owners are not required to track the reasons for tenants' decision not to renew their leases. In its 2022 reporting cycle, ARCH is requesting that property owners voluntarily share information on evictions from affordable units, and can make this data available to Redmond if requested.</li> <li>d. The revision of regulations to modify the policy for affordable rent increases will be critical to ensure that future projects will have more reasonable increases. ARCH staff are also currently working on creating and distributing a more in-depth renter resource guide so that existing households can access available assistance more easily, and be informed about applicable regulations intended to protect their tenancies. Continued investments in rental assistance are also important.</li> </ul>
<p>3. ARCH Housing Production</p> <p><b>Councilmember Kritzer</b></p>	<p><b><u>Council Discussion</u></b></p> <ul style="list-style-type: none"> <li>• What is the historical amount of unit production from the Housing Trust Fund for Redmond and for the ARCH region?</li> </ul>



Issue	Discussion Notes
	<p><b><u>Staff Comments</u></b></p> <p>The Trust Fund has invested in 1,423 affordable units in Redmond, out of a total of 6,083 units/beds in the ARCH region (including 2022 recommended projects and others in the pipeline).</p>
<p>4. ARCH Oversight</p> <p><b>Councilmember Kritzer</b></p>	<p><b><u>Council Discussion</u></b></p> <ul style="list-style-type: none"> <li>a. How does ARCH evaluate the housing providers who steward Housing Trust Fund projects?</li> <li>b. What oversight does ARCH have for housing provider partners for HTF projects? <ul style="list-style-type: none"> <li>o Considerations like physical unit conditions, rent increases, etc.</li> </ul> </li> </ul>
	<p><b><u>Staff Comments</u></b></p> <ul style="list-style-type: none"> <li>a. The funding application used by ARCH and public funders across Washington State includes a variety of information to evaluate applicants' organizational capacity and performance, including organizational financial audits, description of active workouts on current projects, management plan including on-site management and services provided, and overall approach to asset management and long-term portfolio planning. ARCH also coordinates closely with other public funders who have joint investments in past projects to identify any current areas of concern. This information is summarized and discussed by ARCH's Community Advisory Board, which is responsible for developing recommended funding conditions that address potential risks.</li> <li>b. On an annual basis, ARCH collects annual reports through the statewide Web-Based Annual Reporting System (WBARS), which serves as the compliance reporting system for state and local public funders of affordable housing. ARCH has historically prepared a portfolio analysis to evaluate the financial condition of the properties, measuring key benchmarks such as net cash flow, availability of replacement reserves and other factors. ARCH does not have staff to perform physical inspections, but maintains relationships with the public agencies that do conduct inspections, and will be seeking to enter formal MOUs with those agencies to promote coordination and allow access to inspection reports.</li> </ul>
<p>5. ARCH and Redmond</p> <p><b>Councilmember Anderson</b></p>	<p><b><u>Council Discussion</u></b></p> <ul style="list-style-type: none"> <li>a. From ARCH's perspective: what's a challenge that Redmond can help ARCH overcome?</li> <li>b. What are 3 things that ARCH staff are really excited about for the near future?</li> </ul>

Issue	Discussion Notes
	<p><b><u>Staff Comments</u></b></p> <ul style="list-style-type: none"> <li>a. Redmond has been one of ARCH's most important members and partners over the years, and has the opportunity to play a leadership role within ARCH by advancing bold policies and helping to build support for similar actions across the coalition through building and sustaining relationships with other member jurisdictions at the staff and elected levels.</li> <li>b. ARCH staff have been thrilled to see a broad coalition come together across its members to support a dedicated local Real Estate Excise Tax, which is currently in discussion by the legislature and would be a game-changer for local efforts to build affordable homes. We are also excited for the major opportunities to invest in affordable housing on public surplus properties, including in Redmond, Bellevue, Kenmore, and Bothell. Finally, we are excited to be building out our team to provide a greater level of services and meet the growing level of interest in affordable housing among our members.</li> </ul>
<p>6. State legislature impacts to housing.</p> <p><b>Councilmember Stuart</b></p>	<p><b><u>Council Discussion</u></b></p> <ul style="list-style-type: none"> <li>a. What are state legislature bills (signed by Governor or will be signed by Governor) which impact pursuit of housing related outcomes?</li> </ul> <p><b><u>Staff Comments</u></b></p> <ul style="list-style-type: none"> <li>a. This is a huge topic, and there has been an overwhelming number of bills that would impact housing, from local and state funding bills to state-required land use and regulatory mandates and rental regulations aimed at the dramatic rent increases occurring across the state. It is too early to tell which bills will be adopted, but the level of attention and interest among legislators on this topic is a major opportunity for our state to make real progress on the issue.</li> </ul>
<p>7. ARCH Waitlist and Information Sharing</p> <p><b>Councilmember Forsythe</b></p>	<p><b><u>Council Discussion</u></b></p> <ul style="list-style-type: none"> <li>a. Does ARCH keep a waitlist for affordable rentals?</li> <li>b. Do the individual apartments keep their own affordable housing waitlists?</li> <li>c. If a property does not have a waitlist, how are the affordable housing units distributed?</li> <li>d. Are there metrics for the average wait time for an individual to acquire an affordable unit?</li> <li>e. Do we have metrics for the average time for an ARCH response to a question sent to info@archhousing.org?</li> </ul>

Issue	Discussion Notes
	<ul style="list-style-type: none"> <li>f. Is there a rough estimate of how many emails the ARCH info address receives a day (or week / month / year, etc.)?</li> <li>g. How often is the <a href="#">ARCH Apartment list updated</a>?</li> </ul> <p><b><u>Staff Comments</u></b></p> <ul style="list-style-type: none"> <li>a. No, ARCH does not maintain a waitlist both because of staff capacity and because the application and selection process is ultimately controlled by individual private property owners and managers. ARCH does maintain a mailing list that now has over 7,000 households on it (and growing rapidly), and sends notices to this list about unit availability. However, not all properties choose to share their vacancies with ARCH's mailing because of the overwhelming number of calls and applications this can generate.</li> <li>b. Based on past communications, some but not all properties maintain waitlists. ARCH is surveying properties this year to gain a more comprehensive understanding of how properties handle vacancies, and gauge interest in advertising vacancies on ARCH's website or other portal to help relieve the burden of people calling to find vacancies. However, ARCH currently only has 1 FTE dedicated to its Rental Program, which has 72 properties and over 2,000 rental units, and any expansion of ARCH's functions would require evaluation of staffing needs.</li> <li>c. Properties that don't maintain waitlists will market vacancies as they become available. Most units are filled very rapidly.</li> <li>d. ARCH does not currently have a way to collect data on individuals seeking housing and how long they must search before finding an available affordable unit. However, based on anecdotal information, the experience varies widely based on a household's individual circumstances, but the overall trend is a growing demand with longer wait times.</li> <li>e. ARCH does not track response time information for all email communications but we do state our intent to return all email in 3 to 5 business days. Actual response times are typically faster, however this can be impacted during periods of high call/email volumes, such as when a new home is listed for sale.</li> <li>f. The number of emails is not tracked but if given more time, staff estimate anywhere from 20 - 100 per day depending on the time of year and whether there is an active marketing effort going on. We do track the number of Mailing List applications, which have increased significantly the last couple years: <ul style="list-style-type: none"> <li>▪ 885 new subscribers in 2020</li> <li>▪ 2,677 in 2021</li> <li>▪ 4,319 in 2022</li> </ul> </li> <li>g. The ARCH Apartment list is updated monthly, or as needed when new properties are added or contact information changes.</li> </ul>

Issue	Discussion Notes
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8. Affordable housing need quantified.

**Councilmember Forsythe**

**Council Discussion**

- a. What is the need for affordable housing in our community? Is there a specific number?

**Staff Comments**

- a. There are several ways to consider the need for affordable housing in our community.
  - o Per the King County Countywide Planning Policies (CPPS), there is demand for 18,045 additional housing units at 0-100% AMI, by 2044, in Redmond.
  - o However, the demand is limitless for practical purposes because housing is so expensive in the region.
    - Populations would likely shift to Redmond if there were more deeply affordable units (assuming people could get to their employment, housing unit met their family size needs, etc.)

NET NEW PERMANENT HOUSING UNITS NEEDED IN REDMOND; 2019-2044									EMERGENCY
	0-30% AMI		>30-50% AMI	>50-80% AMI	>80-100% AMI	>100-120%	>120%	Total	Emergency Housing
	Non-PSH	PSH	3,863	2,720	296	335	1,620	20,000	3,714
NET NEW Redmond Units 2019-2044	6,966	4,200							

\*PSH = Permanent Supportive Housing





## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-040  
**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:**

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

**TITLE:**

Confirmation of Board and Commission Member Reappointments

**OVERVIEW STATEMENT:**

The following Commission Member terms will be expiring on March 31, 2023: Arts and Culture Commission Members Latha Sambamurti and Menka Soni; Design Review Board Member Wanqin Su; Human Services Commissioner Kathleen Reynolds and Rachid Erekaeni; Library Board of Trustees Member Joanna Kim; and Planning Commission Members Aparna Varadharajan and Susan Weston.

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

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council confirmation is required for these Board and Commission Member mayoral appointments.

RMC: 4.15.010 (A), 4.23.030(A), 4.30.050(A), 4.35.010(A), 4.43.050.

- **Council Request:**

N/A

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

**OUTCOMES:**

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

**Arts and Culture Commission**

Latha Sambamurti	Second Term to Expire on March 31, 2026
Menka Soni	Second Term to Expire on March 31, 2026

**Design Review Board**

Wanqin Su	Second Term to Expire on March 31, 2027
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**Human Services Commission**

Kathleen Reynolds	First Term to Expire on March 31, 2027
Rachid Eremani	First Term to Expire on March 31, 2027

**Library Board of Trustees**

Joanna Kim	First Term to Expire on March 31, 2028
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**Planning Commission**

Aparna Varadharajan	Second Term to Expire on March 31, 2027
Susan Weston	First Term to Expire on March 31, 2027

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

Budget Offer Number:  
N/A

Budget Priority:  
N/A

Other budget impacts or additional costs: ☐ Yes ☐ No ☒ N/A

If yes, explain:  
N/A

Funding source(s):  
N/A

Budget/Funding Constraints:  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

For all members currently requesting reappointment, terms will expire on March 31, 2023

**ANTICIPATED RESULT IF NOT APPROVED:**

If reappointments are not confirmed by Council, recruitment efforts would need to begin.

**ATTACHMENTS:**

None.



## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-041  
**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:**

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

**TITLE:**

Confirmation of Board and Commission Appointments

**OVERVIEW STATEMENT:**

There is currently one opening and one upcoming vacancy on the Arts and Culture Commission, due to the resignation of Amani Rashid and the term expiration of Helen Teixeira.

The press release advertising these volunteer positions was posted on January 31, 2023, and can be viewed at: [City Seeks Volunteer Arts and Culture Commissioners \(govdelivery.com\)](https://content.govdelivery.com/bulletins/gd/WAREDMOND-345ce82?wgt_ref=WAREDMOND_WIDGET_2). Seven applications were received and reviewed. Redmond Arts and Culture members interviewed candidates and selected two finalists, Kyung Hee (Kay) Bae and Kathy O'Keefe. Both finalists were interviewed by Mayor Birney on March 9, 2023.

Ms. Bae would fill the vacancy left by Helen Teixeira and the term would expire on March 31, 2026. Ms. O'Keefe would fill the opening left by Amani Rashid and the term would expire on March 31, 2024.

There is currently one opening on the Library Board of Trustees, due to the resignation of Murthy Srinivas.

The press release advertising this opening was posted on February 14, 2023, and can be viewed at: [News Release: City Seeks Volunteers for the Library Board of Trustees \(govdelivery.com\)](https://content.govdelivery.com/bulletins/gd/WAREDMOND-348bab6?wgt_ref=WAREDMOND_WIDGET_2). Eleven applications were received and reviewed. The Library Board Chairperson and city staff interviewed and selected Marilee Leon to move forward. Ms. Leon was interviewed by Mayor Birney on March 9, 2023. If confirmed, Ms. Leon's term will expire on March 31, 2027.

There is one upcoming vacancy on the Parks and Trails Commission, due to the term expiration of Gregg Gottgetreu.

The press release advertising this vacancy was posted on January 24, 2023, and can be viewed at: [News Release: City Seeks New Parks and Trails Commissioner \(govdelivery.com\)](https://content.govdelivery.com/bulletins/gd/WAREDMOND-344066c?wgt_ref=WAREDMOND_WIDGET_2). Ten applications were received and reviewed. Parks and Trails Commission members interviewed candidates and selected

Garrett Michaud to move forward. Mr. Michaud was interviewed by Mayor Birney on March 9, 2023. If confirmed, Mr. Michaud's term would end on March 31, 2027.

Council interviewed these four candidates on March 14, 2023.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council confirmation is required for Board / Commission Member mayoral appointments.  
  
RMC: 4.15.010(A)  
RMC: 4.35.010(A)  
RMC: 4.40.010(A)
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

If the appointments are confirmed by Council, then these candidates would fill these volunteer positions.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
These openings were advertised, and all completed applications were reviewed.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

N/A

**Approved in current biennial budget:**

☐ Yes

☐ No

☒ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

N/A

**Other budget impacts or additional costs:**

☐ Yes

☐ No

☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
3/14/2023	Special Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Two of the positions are currently open, and the other two positions will be vacant on April 1, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

If appointments are not confirmed by Council, recruitment efforts will need to continue.

**ATTACHMENTS:**

None.



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-042  
**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	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Jackie Lalor	Economic Development and Tourism Program Administrator

**TITLE:**

Approval of the Reappointment of Latha Sambamurti to the Lodging Tax Advisory Committee (LTAC)

**OVERVIEW STATEMENT:**

Latha Sambamurti is seeking reappointment to the LTAC for an additional 4-year term.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 67.28.1817
- **Council Request:**  
N/A
- **Other Key Facts:**  
Ms. Sambamurti's reappointment application and resumé will be sent out before going on the March 21 consent agenda.

**OUTCOMES:**

If approved, Ms. Sambamurti would be reappointed to the Lodging Tax Advisory Committee for an additional term.

**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
3/14/2023	Committee of the Whole- FAC	Receive Information

**Proposed Upcoming Contact(s)**

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



**Time Constraints:**

Reappointment should be finalized by the end of Ms. Sambamurti's current LTAC term on March 31, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

We will need to recruit for a new LTAC member in the non-hotelier position if this member is not approved for reappointment.

**ATTACHMENTS:**

Attachment A: LTAC Current Terms and Vacancies

Attachment B: Application and Resume to be sent from the Clerk's Office prior to the Council meetings on 3/21

LTAC Current Membership Terms

Position	Member	2018	2019	2020	2021	2022	2023	2024	2025	2026	Elected	Replaced	Notes
Council Chair	CM Steve Fields (2022)					Term 1-4 years				Term 2-4 years	4/1/22	CM Carson - Former Chair	
Hotel 1	Melody Lanthorn (2022)					Term 1-4 years				Term 2-4 years	9/6/22	VACANT Rene Molina (2019)	
Hotel 2 (VACANT)	Dave Norwood (2005) - <b>Resigned January 2023</b>	Term 1 - 2nd year		Term 2- 4 years			Resigned Jan. 2023	End of Term			2005	N/A	
Hotel 3	Dan Angellar (2021)			Term 2- past member	(Dan elected) Takes on as Term 1			(Dan) Term 2- 4 years			9/1/21	Scott Sheriff	Served partial 1st term and will start second term April 1, 2024
Non-Hotel 1	Nancy Heard (2022)					Term 1-4 years				Term 2-4 years	6/21/22	Rob Leavitt	
Non-Hotel 2	Latha Sambamurti (2019)		Term 1-4 years				Term 2- 4 years				5/7/19	N/A	
Non-Hotel 3	George Manojlovic (2022)					Term 1-4 years				Term 2-4 years	2/15/22	Courtney Klein (only 2 month replacement)	Term 1 as of April 1, 2022 (served 2 months of partial term when elected in Feb. 2022)

Members shall serve an initial 4-year term, with the opportunity to apply to serve for a second 4-year term, if desired. Term limits were adopted in 2018 by Redmond City Council, and at the time of implementation half of the members began with a 2-year term, instead of a 4 year term, to prevent a full committee turn over in the same year.

When a new member is appointed to the LTAC, they will complete the term of the outgoing member they replaced. That may be at the beginning of a new 4-year term or it may be completing a remaining portion of a 4-year term, if the previous LTAC member resigned mid-term. At the end of the initial term, the new member is eligible to reapply for a new 4-year term.

Term official start date is April 1 of term year.



## Memorandum

**Date:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-043  
**Type:** Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Lauren Alpert	Senior Planner

**TITLE:**

Approval of a Contract with EcoNorthwest, in the Amount of \$86,640, for an Economic Study of Incentive Packages for Redmond Centers

**OVERVIEW STATEMENT:**

Staff recommends that the City Council authorize the Mayor to sign a contract with EcoNorthwest to complete an economic study of new zoning incentive programs for Overlake, Marymoor Village, and Downtown (see Attachment A). The City of Redmond is overhauling existing development incentive packages for its Centers to accommodate expected growth over the next 20 years and advance City priorities.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond 2050 - Growth Centers Policy Guide v 2.0
- **Required:**  
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**  
The Council approved a Service Enhancement in the 2023-24 Budget for an economic analysis of incentive packages as part of Redmond 2050.
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The City needs to design incentive packages that can both encourage the level of development necessary to meet growth targets, while helping the City achieve its goals related to affordability, livability, sustainability, and equity. This project will help City staff and community stakeholders understand the draft incentive packages' effectiveness and to ensure that incentives are calibrated to meet growth and policy objectives.

This study will answer the following questions:

- Are the draft incentive packages feasible for the types of development the City is looking to incentivize?
- What are the various costs and considerations for developers associated with each incentive requirement?
- Do development outcomes from the incentive packages help the City meet their policy goals?
- What are the various costs and considerations for the City in implementing and managing the various incentive programs?

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
The project will begin as soon as Council approves the contract with Overlake incentives to be analyzed by June, and the remaining incentive packages to be reviewed Summer and Fall 2023.
- **Outreach Methods and Results:**  
There will be a targeted list of stakeholders to interview, and key topic areas that will help organize and facilitate the interviews. This coordination will also ensure that the three centers are appropriately represented.
- **Feedback Summary:**  
The stakeholder interviews will help inform the consultants on whether the incentives will be utilized and what if any adjustments will need to be made to the draft incentive packages.

**BUDGET IMPACT:**

**Total Cost:**  
\$86,640

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

**Budget Offer Number:**  
0000138 One-Time Service Enhancements

**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 savings realized through Department of Commerce Periodic Update Grant (\$74,060)  
Environmental Sustainability Program (\$12,580)

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
3/14/2023	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	Click and select an action from the dropdown menu.

**Time Constraints:**

Redmond 2050 must be completed by December 31, 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, it will be challenging to implement effective new incentive packages in Overlake, Downtown, and Marymoor.

**ATTACHMENTS:**

Attachment A: Contract with Exhibits

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<b>PROJECT TITLE</b>          	<b>EXHIBITS</b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i>          
<b>CONTRACTOR</b>          	<b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i>  City of Redmond          
<b>CONTRACTOR'S CONTACT INFORMATION</b> <i>(Name, address, phone #)</i>          	<b>BUDGET OR FUNDING SOURCE</b>          
<b>CONTRACT COMPLETION DATE</b>          	<b>MAXIMUM AMOUNT PAYABLE</b>          

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

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

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

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

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

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

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.



6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

**B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.**

**C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.**

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

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

**10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.**

**11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.**

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

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

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

**CONSULTANT:**

**CITY OF REDMOND:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Angela Birney, Mayor**  
**DATED:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**City Clerk, City of Redmond**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**

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# Economic Study of Redmond Centers

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The City of Redmond is overhauling their existing development incentive packages for the Overlake, Marymoor, and Downtown Centers to better prepare for expected growth over the next 20 years. The City will need to design incentive packages that can both encourage the level of development necessary to meet growth targets, while helping the City achieve its goals related to affordability, livability, sustainability, and equity. This project will help City staff and community stakeholders understand the draft incentive packages' effectiveness in meeting growth and policy objectives.

Central questions for this project include:

- Are the draft incentive packages feasible for the types of development the City is looking to incentivize?
  - What are the various costs and considerations for developers associated with each incentive requirement?
- Do development outcomes from the incentive packages help the City meet their policy goals?
  - What are the various costs and considerations for the City in implementing and managing the various incentive programs?

# Exhibit A: Scope of Work

## Task 1. Kick-off Meeting and Project Management

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### Task 1.1 Kickoff & Project Schedule

The kickoff meeting will play a key role in aligning expectations for approach, roles, and communications protocols. We also like to take time in every kickoff meeting to ask the client to define what success will look like for the project, to ensure we understand the client's aspirations and the most important outcomes. At this meeting, we will review the schedule and relevant data and resources, and discuss the preferred format and audience for key deliverables.

### Task 1.2 Ongoing Check-ins and Project Coordination Meetings

Throughout the course of the project, ECONorthwest will host regular check-in meetings with the project management team to share progress, address questions, and set direction.

#### Task 1 Meetings

- Kickoff Meeting (virtual or in-person if timing aligns with schedules)
- Biweekly Check-in Meetings (virtual)
- Six team coordination meetings (2 per incentive package)

#### Task 1 Deliverable:

- Refined project schedule
- Kickoff Meeting Summary

## Task 2. Stakeholder Engagement and Analysis Framework

---

ECONorthwest will conduct outreach with stakeholders to better inform the analysis and recommendations in Tasks 3 and 4. Stakeholder engagement will run in parallel with Task 3 to help inform our assumptions, validate findings, and gain perspectives on development in the City and any potential recommendations.

### Task 2.1 Review of Incentive Structures

Prior to developing a list of stakeholders to engage, ECONorthwest will conduct a thorough review of the City's incentive structure for Overlake (and for Marymoor and Downtown when they become available). We will also work with staff during a regular check-in meeting to

further narrow the list of incentives to analyze, as some incentives have financial impacts and others have more spatial considerations that are difficult to quantify.

## Task 2.2 Review Local Market Conditions

ECONorthwest will conduct a review of local market conditions within each of the three centers to have a better understanding of recent development trends. Tasks 2.1 and 2.2 will help us identify stakeholders who may utilize the incentive structures in the future and in what ways. They will also help inform key topics and questions to consider prioritizing in the interviews.

City staff indicated they may have recent and relevant market research to share. If so, ECONorthwest will utilize that in place of or in addition to our market research.

## Task 2.2 Analysis Framework

After completing a thorough review of the City's incentive structures and understanding local market conditions, ECONorthwest will develop an analysis framework for Task 3 and work with staff to ensure it aligns with the City's goals for the project prior to beginning the work. Given this project has relevant moving partner projects on varying timelines, including an ongoing zoning code update, it will be important to coordinate closely with city staff to ensure the information needed to conduct a thorough analysis is complete and available.

Completing Tasks 2.1 and 2.2 prior to engaging stakeholders will help ensure interview time is used efficiently and the information obtained can inform each part of the analysis and recommendations.

## Task 2.3 Stakeholder Interviews

ECONorthwest will work with city staff during regular check-ins to develop a targeted list of stakeholders to interview, and key topic areas that will help organize and facilitate the interviews. This coordination will also ensure that the three centers are appropriately represented.

Possible stakeholders include:

- local and regional developers that adequately represent the prototypes analyzed in Task 3
- architects and other design professionals who would work directly with design incentives

### Task 2 Interviews:

- a maximum of 15 interviews or 3-5 focus groups (ECONorthwest will work with staff to distribute interviews as needed to ensure centers are adequately represented, knowing that some interviews can inform the work for multiple centers)



## Deliverables:

- Memo summarizing analysis framework to be agreed upon prior to beginning analysis
- Summary of stakeholder engagement will be included in an appendix of the final report

# Task 3 - Economic Analysis of Incentive Packages

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## Task 3.1 Finalize Local Market Research

ECONorthwest will finalize the market research (received or conducted) in Task 2.2 on overall market trends, conditions and prototypical development within the Overlake, Downtown and Marymoor Centers (and adjacent areas if necessary). We will identify examples of recent development within and surrounding the three areas which will help estimate prices and/or rents, and provide data regarding construction type, site and building characteristics, such as unit size, location, density, lot size, parking and other features to help inform the development of physical prototypes to test the financial performance of the incentives.

The analysis will include a **maximum of 6 development prototypes**. Prototypes could include the following:

- 3-story multifamily wood frame
- 4-story multifamily wood frame
- 4 over 1 podium mixed use
- 5 over 2 podium mixed use
- Lower density tower or mass timber mixed use
- 21-23 story tower mixed use

The appropriate tenure for each prototype will be determined by physical form.

ECONorthwest will work with city staff and stakeholders to confirm building prototypes to test prior to beginning the financial analysis. These prototypes will be used to test the potential performance of the incentives both individually and cumulatively.

## Task 3.2 Evaluate Incentives Related to Site Layout and Building Form and Scale

MAKERS will evaluate the incentives relating to site layout and building form and scale. As part of this evaluation, MAKERS may use existing development examples and/or available development prototypes to determine and communicate feasibility. MAKERS may also develop simple diagrammatic 3-D massing models of up to five prototype sites/building types identified in Task 3.1 (provided this approach is agreed upon in writing by the City and ECONorthwest).

These models will provide high-level spatial analysis and help identify considerations for specific form and site-based incentives (trees requirements, open/public space, etc.). The models can also be used to help communicate concepts to decision-makers and community members.

The number of modeled prototypes will depend on the size and complexity of the site and building plus the chosen level of detail for the model. Such 3-D models would be developed based on building and site information developed by ECONorthwest's analysis and/or provided by the City. 3-D models developed for Overlake will serve as analysis base for Downtown and Marymoor.

### Task 3.3 Evaluate Financial Impacts of Green Building Requirements

In partnership with ECONorthwest, DCW Cost Management will prepare probable construction cost estimates related to the green building requirements identified in the base zoning requirements for the three centers. Cost estimates for green building components will be prepared for each development prototype and used as part of the financial feasibility analysis in Task 3.4.

### Task 3.4 Evaluate Financial Impacts of Incentive Packages

Once prototypes and site conditions are developed, ECONorthwest will evaluate the financial impacts on the prototypical developments opting in to the incentive packages (relative to developments building under base zoning entitlements) in each of the three centers, given the estimated construction and development costs for the area. Our team will use development proformas to understand the sensitivity of costs, benefits, and weighting of incentives to desired development types and market conditions in the three centers.

The central question of this analysis is: will accessing the incentives create more value for developers relative to the cost of providing the program options? This will help us identify which incentives are most likely to pursue or not pursue and why.

*DCW Cost Management will assist ECONorthwest with understanding impacts associated with new green building requirements for each development prototypes under this task.*

### Task 3.5 Evaluate Costs to the City to Implement and Manage Program Options

As part of Task 3, the City would also like to understand the estimated costs to the City to implement and manage the incentive programs across the three centers. Ultimately, the cost of implementing and managing these types of programs will be a matter of staff time and capacity. Implementation and program management will need to be considered from the perspective of a project's life cycle:

- Land use entitlements and permitting: additional effort required from staff to verify project points and qualifying incentive

- Physical compliance: added levels of complexity for inspections during construction
- Programmatic compliance: managing necessary agreements such as phasing plans, ground floor leases, development agreements, etc.
- Ongoing compliance: for elements that extend beyond construction and immediate occupancy such as affordability

ECONorthwest will lean on its implementation experience to help the City understand what the range of implications may be for staffing needs and expertise to help identify the programmatic resources needed from a budget perspective. This analysis will also be informed about our understanding of utilization of the incentives in the analysis conducted in Task 3.2 so we can best help city staff understand which incentives might be of most interest to developers and how often they might use them.

#### Deliverables:

- Technical Memo summarizing methodology and results of feasibility analysis (including the assessment which incentives are most likely to be pursued or not pursued)
- Qualitative evaluation of program management costs will be included in final report

## Task 4 -Analysis of City Goals

---

### Task 4.1 Establish Framework for Evaluation

Utilizing the results from the economic analysis in Task 3, ECONorthwest will meet with staff to review results that will help inform which incentives are more likely to be utilized and in what ways. Once there is an understanding of how incentives are likely to perform, ECONorthwest and MAKERS will work with city staff to discuss priorities and create a framework to assess how those incentives can help the City meet its goals related to affordability, displacement, livability, among others.

This framework will identify areas where any priorities systems in the packages should be refined and begin to inform any recommendations for the point system.

### Task 4.2 Analysis of City Goals

Once a framework for the analysis has been developed, ECONorthwest (with MAKERS advising on urban design context components) will assess how (and to what degree) the draft incentive packages, in the context of the feasibility results, will help the City achieve its goals. This will largely be a qualitative exercise, but working with staff in Task 4.1 on creating a framework will assist in identifying ways to make the analysis rigorous. We will identify how the various incentives help the City achieve each one of its goals and create some scenarios that optimize outcomes to understand how changes to the weighting criteria could affect outcomes and utilization.

The central question for this task is: Does the structure of the incentive program and the elements within the program advance the City's goals and policies?

### Task 4.3 Recommendations

ECONorthwest will prepare detailed recommendations for how the City should consider adjusting its program options within the three incentive packages to encourage participation by developers, which will ultimately assist the city in meeting its goals. These recommendations will be rooted in the results from the analyses completed in Tasks 3.2 and 4.2, our relevant housing work from across the state and the west coast and stakeholder interviews conducted in Task 2.3.

#### Deliverables:

- Goal matrix summarizing how well the incentive packages help the City achieve its policy goals
- Presentation to staff on draft recommendations

## Exhibit B: Completion of Work -Task 5 - Final Report

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ECONorthwest will assemble the materials produced throughout the project into a final report to summarize the results of the project.

#### Deliverables:

- Final Report Document that summarizes recommendations on implementation of incentives in Overlake, Downtown, Marymoor Village
- Packaged presentation materials utilized throughout the project

## Exhibit C: Budget

Our proposed budget reflects all activities described by city staff and will be billed on a time and materials basis, not to exceed \$87,000.

Labor Expenses	HOURS BY TASK					TOTALS		
	Task 1	Task 2	Task 3	Task 4	Task 5	Hours	\$	% of Budget
	Project Management	Stakeholder Engagement & Analysis Framework	Economic Analysis	Analysis of City Goals	Final Report on Incentives			
ECONorthwest								
Tyler Bump, Project Director	12	10	15	8	8	53	\$14,840	17%
Morgan Shook, Senior Policy Advisor	2	1	3	3	2	11	\$3,300	4%
Lee Ann Ryan, Project Manager	20	15	20	20	15	90	\$14,850	17%
Michelle Anderson, Technical Manager	8	5	48	5	8	74	\$12,210	14%
Mackenzie Visser, Associate		6	35	8	6	55	\$7,700	9%
Sub-Total	42	37	121	44	39	283	\$52,900	61%
MAKERS Architecture and Urban Design								
Bob Bengford, Partner	4	2	4	8		18	\$4,230	5%
Katy Saunders, Associate	16	2	16	16		50	\$8,250	10%
Yifan Xing, Associate			24	8		32	\$3,680	4%
DCW Cost Management								
Trish Drew, Director			74			74	\$12,580	15%
Sub-Total	20	4	118	32	0	174	\$28,740	33%
Totals by Task	Task 1	Task 2	Task 3	Task 4	Task 5	Totals	Summary of Expenses	
Total Labor	\$12,160	\$8,040	\$40,140	\$13,825	\$7,475	Labor	\$81,640	94%
						Contingency	\$5,000	6%
Total by Task	\$12,160	\$8,040	\$40,140	\$13,825	\$7,475			
% of Total Budget	14%	9%	46%	16%	9%	Budget	\$86,640	100%

*Note: DCW Cost Management costs under Task 3.3 are for green building cost estimating, to be billed to the Environmental Sustainability Program.*

## **Economic Study of Redmond 2050 Centers Incentive Packages**

### **Exhibit D - Option for Renewal**

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The City reserves the right to renew this contract for one (1) additional one-year renewal term, for a potential maximum total term of two (2) 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:** 3/21/2023  
**Meeting of:** City Council

**File No.** AM No. 23-044  
**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	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Planning Manager
Planning and Community Development	Becky Frey	Principal Planner

**TITLE:**

Approval of a Supplemental Agreement with BERK Consulting for Redmond 2050 Environmental Review

**OVERVIEW STATEMENT:**

This action authorizes the Mayor to sign an amendment to the professional services agreement with BERK Consulting for the Redmond 2050 Environmental Review & Assessment to add a Supplemental Draft Environmental Impact Statement (EIS). The consultant will prepare a supplemental Draft EIS including draft EIS analysis corrections and updates as needed, description and analysis of the preferred alternative, and responses to comments on the first Draft EIS. Analysis will include policies and codes that are more detailed though similar in concept to the Draft EIS.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
- **Relevant Plans/Policies:**
  - Redmond Comprehensive Plan
  - Environmental Sustainability Action Plan
  - Climate Emergency Declaration
  - Community Strategic Plan
- **Required:**

RCW 39.80 and City Purchasing Policies and Procedures require Council authorization for the Mayor to sign the contract amendment.

- **Council Request:**

N/A

- **Other Key Facts:**

At the Council Study Session held on September 20, 2022, Director Helland spoke to Council about the plan to bring forward a contract amendment to add a Supplemental Draft EIS.

The total cost for the additional work authorized by this contract amendment is \$103,105. Staff will be using the remaining unallocated contingency towards this cost, so the total additional cost for this work is \$86,905.

**OUTCOMES:**

Approving the Supplemental Agreement will allow for the incorporation of state housing guidance, additional analysis and public review of the preferred alternative, and analysis of the code and policies at a deeper level than what was provided in the Draft EIS. This will give the community an opportunity to study the Preferred Alternative, mitigation measures, and updated information prior to the issuance of the Final EIS.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

The Supplemental Draft EIS will commence immediately and is estimated to be published in the Q3 2023, with the Final EIS published late Q3 or Q4 2023.

- **Outreach Methods and Results:**

The Supplemental Draft EIS will have a public comment period and staff will provide a number of ways to share the outcomes and provide comments. There will be a single Final EIS with responses from the Supplemental Draft EIS public comment period.

- **Feedback Summary:** N/A

**BUDGET IMPACT:**

**Total Cost:**

\$4,616,400 is the total appropriation to the Community and Economic Development offer and is where most expenses related to Redmond 2050 are budgeted.

**Approved in current biennial budget:**

☒ Yes

☐ No

☐ N/A

**Budget Offer Number:** 000040

**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, Development Review Fund, Washington State Department of Commerce grants

**Budget/Funding Constraints:** N/A



☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
9/20/2022	Study Session	Receive Information
3/14/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The Final EIS must be published prior to adoption of Redmond 2050 Phase 1 items.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the City Council does not authorize the Mayor to execute the Supplemental Agreement, then staff will continue with the current contract scope and will publish the Preferred Alternative with the Final EIS.

**ATTACHMENTS:**

Attachment A: Supplemental Agreement No. 3 and Scope of Work

<b>Amendment No.</b> _____	Organization and Address	
Original Agreement Number	Phone:	
Project Number	Execution Date	Completion Date
Project Title	New Maximum Amount Payable \$	
Description of Work		

The Local Agency of \_\_\_\_\_  
 desires to amend the agreement entered into with \_\_\_\_\_  
 and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_  
 All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the agreement are described as follows:

**I**

Exhibit A, SCOPE OF WORK, is hereby changed to read:

**II**

Exhibit B, WORK SCHEDULE, is amended to change the date for completion of the work to read:

**III**

Exhibit C, PAYMENT SCHEDULE, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this amendment.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date

# Redmond 2050 Comprehensive Plan Periodic Review SEPA Analysis & Documentation

## Understanding

Redmond is embarking on its 2050 Comprehensive Plan Periodic Review due in 2024 under Growth Management Act (GMA) together with a Transportation Management Plan (TMP) update and other functional plans. Over two decades of growth and change, Redmond has evaluated its long-range planning proposals with a variety of State Environmental Policy Act (SEPA) documents, including a planned action for Overlake. Redmond wants to conduct a thorough review and update of its Comprehensive Plan SEPA documents with an innovative and integrated community engagement and planning process.

To achieve Redmond's goals for an integrated SEPA and GMA process, this scope presents tasks that are intentionally coordinated between two consultant teams:

- § **The Visioning & Land Use Scenario Development Team** led by IBI under a separate contract ("Vision Team"), and
- § **The SEPA Analysis & Documentation Team** led by BERK Consulting, Inc. and supported by technical experts. Collectively, BERK and subconsultants are called the "SEPA Team." The SEPA Team roles include:
  - ú BERK will serve as prime and lead SEPA document development and associated Planned Action or other SEPA Ordinances. BERK will integrate the Vision Team's existing conditions evaluation on market and land use conditions into the EIS. BERK will collaborate with IBI on the creation of alternatives that can be evaluated under SEPA, and evaluate the alternatives related to land use and public services impacts.
  - ú MAKERS Architecture + Urban Design will prepare an aesthetics impacts analysis, providing a SEPA evaluation of aesthetics impacts using the Vision Team's model outputs,
  - ú Perteet will prepare stormwater and utilities analyses,
  - ú The Watershed Company will prepare the natural environment analyses, and
  - ú Fehr & Peers will prepare the transportation analysis integrating TMP modeling efforts and developing an evaluation of each alternative in the EIS.

The SEPA Team tasks are detailed on remaining pages below:

Task 1 - Project Management

Task 2 - Existing Conditions

Task 3 - Community Engagement

Task 4 - Land Use Alternatives

Task 5 - Team Integration

Task 6 - SEPA Documents

Task 7 - Implementation

Through regular invoicing and progress reports, other tasks may be defined, e.g. expenses.

**ASSUMPTIONS:** The Vision Team will lead engagement activities, and vision and land use alternatives in collaboration with the SEPA Team. The City of Redmond communications staff will lead development of outreach and engagement materials. The City of Redmond GIS staff will provide spatial analysis and data to support the SEPA Team's preparation of existing conditions and EIS analysis; and the City GIS staff will develop online mapping efforts such as existing conditions report and sharing of the Draft EIS evaluation.

## Scope of Work

### Task 1. Project Management

#### 1.1 Bi-weekly Meetings.

The SEPA Team will conduct regular check-in meetings with key project staff to address emergent issues, surface potential obstacles early, and employ strategies to meet project goals and schedule. These could be conducted on the phone or in-person.

#### 1.2 Redmond 2050 Team Coordination Meetings

The SEPA Team will participate in team coordination meetings to address the multiple components of this project.

#### 1.3 Council and Planning Commission Meetings

The SEPA Team will assist with Planning Commission and City Council briefings. Potential topics could include scoping and EIS performance measures, Draft EIS results and implications for a Preferred Alternative, and SEPA ordinances.

#### *Deliverables*

§ Project Management Plan

§ Schedule and Monthly Progress Reports

- § Bi-weekly Check-ins
- § Redmond 2050 Team Coordination (approx. 4)
- § Planning Commission and City Council Meetings (approx. six)

## Task 2. Existing Conditions Report

### 2.1 Environmental Baseline Data Analysis

The environmental baseline data analysis will include:

- § Evaluation of existing GIS layers, reports, and studies, as well as identification of potential gaps in the baseline data that require updates.
- § Summary of existing environmental conditions at different geographic scales including: citywide, subareas of interest (e.g. Overlake), and systems (e.g. transportation, surface water, etc.). The full report writing is included in Task 2.4.
- § Cross-references to the Community Visioning & Land Use Scenario Existing Conditions Report to minimize repetition of land use information.
- § Summary of existing conditions findings. The full report writing is included in Task 2.4.

### 2.2 Updates to BAS and Recommendations

Led by TWCC, the SEPA Team will prepare a synthesis of Best Available Science (BAS) utilizing scientific literature, existing reports, and gray literature, following the hierarchy of approved BAS listed in WAC 365-195. This analysis could cover regulated critical areas and the latest science regarding trends and effects of climate change as they relate to this long-range planning effort. Existing plan policies subject to the scope of work will be evaluated against the findings of the BAS review to determine the need for additional policies.

### 2.3 Report

**General Report:** The SEPA Team will use the data and evaluation in Task 2.1 and the outline and template created in Task 6.2 to share existing conditions and trends. The City of Redmond will develop a GIS portal or ESRI StoryMap, or other interactive tools that are easy for the community to access and understand.

The SEPA Team will coordinate the report development and cross reference important trends and findings with the Vision Team Existing Conditions Report that will address market information, a policy and regulatory review, and outreach results review.

As part of the Existing Conditions Report, the SEPA Team will also address:

**Planned Action Implementation Review:** The Overlake Planned Action is based on a series of SEPA documents (such as EISs, SEIS, Addenda) from about 1999-2018, addressing most recently the redevelopment of the old Sears campus. This SEPA effort for Redmond 2050 is an opportunity to review successes and roadblocks to achieving the desired growth and environmental mitigation. It is also an opportunity to clean up and simplify the requirements under the multiple documents through a unified

process. The SEPA Team will review permit trends and interview staff and developers on the usefulness and concerns about the current planned action.

#### *Deliverables*

- § Existing Conditions Report

### **Task 3. Community Engagement**

The Vision Team will lead engagement. The City communications team will develop messaging and materials. The SEPA Team will participate in events and activities, including:

- § Vision and Alternatives Engagement: The SEPA Team will support digital and in-person outreach. This could include providing summary communication materials regarding scoping (e.g. fact sheet, review City-prepared web material) and participate in virtual or in-person meetings such as the Typologies Workshop.
- § Draft EIS Engagement: The SEPA Team will support outreach during comment period of Draft EIS such as development of a preferred alternative if one is already not designated as preferred in the draft EIS. During the comment period, the SEPA Team has set aside a block of time to:
  - ú Review City-provided digital mapping or engagement materials.
  - ú Develop summary content regarding Draft EIS conclusions and alternatives that can be developed into a communication piece by City communications staff for posting online or turning it into a StoryMap by City GIS staff.
  - ú Attend one virtual or in-person meeting during the comment period to help develop a preferred alternative for evaluation in the Final EIS.

#### *Deliverables*

- § **Support content development:** Prepare text or materials that supports the City-prepared communication materials, maps, and virtual webtools including interactive mapping.
- § **Attend virtual or in-person meetings:** During visioning/scoping period and during the Draft EIS comment period attend two meetings.

### **Task 4. Land Use Alternatives**

The Vision Team will be developing:

- § Market analysis report (growth targets, building prototypes, proforma analysis)
- § Land use analysis interim report (baseline, boundaries, and scenarios)
- § Land use alternatives final report (preferred scenario, urban form, and typologies)
- § Parametric 3D model

The City desires that the SEPA Team provide guidance and recommendations on how to utilize one process/outcomes for both teams/tasks as much as possible to minimize duplication of work and avoid community confusion. This scope includes a collaborative process to:

- 1) **Build a foundation of shared information** through existing conditions information and scoping (see Tasks 2, 3, and 5),
- 2) **Create scenarios** in a clear and linear process (this Task 4), and
- 3) **Test scenarios** through an integrated EIS/planning process (Task 6): The potential impacts, benefits, and feasibility of the scenarios will be tested and evaluated through the integrated planning/SEPA process.

Task 4 focuses on the interface of the Vision and SEPA team in Step 2 to develop preliminary scenarios. To develop the preliminary scenarios, the SEPA Team will design and conduct an alternative scenarios workshop with Redmond 2050 Team staff and the Vision Team. This workshop will be designed to identify common themes, consider and evaluate areas of difference, and sort and group concepts to arrive at preliminary scenarios. This will lead to scenarios that are ready for continued testing during the EIS and planning process. Supportive outreach efforts are described in Task 3. Subsequent Visioning engagement activities, as well as review by the Planning Commission and City Council will provide opportunities for further refinements.

## Task 5. Team Integration

### 5.1 Visioning Team Coordination

The Vision Team will develop land use and urban design strategies and engage the community around the future of Redmond in 2050, and develop existing conditions information on market trends and land use policies. A team meeting to develop/adapt preliminary scenarios is part of Task 4. In Task 5, the SEPA Team will review the Vision Team products on existing conditions, and review Vision Team prepared scenarios to ensure they are designed appropriately for testing in the SEPA document.

### 5.2 Transportation Modeling and Cost Estimating Team Coordination

The City will select a Transportation consulting team to update the City's transportation model, model the land use scenarios, and ultimately identify multimodal improvements that will be included in the TMP. The modeling results of the draft scenarios and preferred scenario will be evaluated by the SEPA Team, led by Fehr & Peers.

#### *Deliverables*

- § Vision Team Existing Conditions and Scenarios for adaptation into the SEPA document.
- § Critical Path and Performance Standards for Model Update and Model Outputs

## Task 6. SEPA Documents

The City desires a unified SEPA process for the Redmond 2050 Updates, including the Comprehensive Plan, TMP, and other functional plans, as well as strategies to facilitate growth through SEPA tools such as a planned action update for Overlake or a potential planned action for Downtown and/or Marymoor. Planned actions may involve a standard Environmental Impact Statement (EIS) or Supplemental EIS with an ordinance or the use of a Threshold Determination with a Planned Action as allowed through RCW 43.21C.440 (amended in 2017). The City also wishes to consider use of an Infill Exemption (RCW

43.21C.229) for other growth centers. The City desires an innovative and integrated process that must also be effective and compliant with SEPA.

## 6.1 Scoping

The SEPA Team will prepare a determination of significance and scoping notice with a supporting document (scoping document or SEPA checklist) indicating what topics are identified for inclusion. The scoping notice will initiate a 21-day comment period, which can be coordinated with subarea plan engagement efforts. Alternatives will be developed under Task 4. For purposes of the SEPA document evaluation, EIS alternatives will include the SEPA-required No Action Alternative and two Action Alternatives. Under the Final EIS a preferred alternative would be evaluated. After scoping, the SEPA Team will draft a Preliminary Draft EIS alternatives description for City review and concurrence.

## 6.2 Document Design and Outline

The SEPA Team will prepare a document template/format for use by the project team that is reader friendly and graphic-rich while conveying the essential analysis of the existing conditions and SEPA analysis. Developing an early outline of the Existing Conditions Report and SEPA documents will allow the City and the SEPA Team to finalize SEPA options early and create a common structure for all authors. This approach improves efficiency and SEPA compliance.

## 6.3 Preliminary Draft EIS

This scope anticipates a unified SEPA process consisting of a single EIS that is organized to share citywide, subarea, and transportation system conditions and environmental implications. The outline would have sub-headings for each geography or separate chapters for each (e.g. common summary and alternatives chapter and individual chapters for citywide, subareas, and transportation system conditions and impacts). The EIS would be areawide and programmatic for the most part and more detailed for the Planned Action areas to support more specific mitigation measures and implementation.

The Preliminary Draft EIS will contain the following elements required in WAC 197-11:

- § Cover Letter
- § Fact Sheet
- § Table of Contents
- § Chapter 1–Environmental Summary
- § Chapter 2–Proposal and Alternatives
- § Chapter 3–Affected Environment, Significant Impacts, and Mitigation Measures
- § Chapter 4–References
- § Chapter 5–Distribution List
- § Appendices

The SEPA Team will prepare a preliminary draft EIS for City review and comment. Natural and built environment scope topics and approaches are included in the table below.



The EIS will be areawide and comparative in nature, but will identify enough information to consider appropriate mitigation measures for the Overlake Planned Action. The impact analysis will include quantitative and qualitative approaches such as models (e.g. transportation) or adopted standards (e.g. stormwater LID practices, public service levels of service, etc.) to determine the effect of the alternatives.

## Natural and built Environment Topics for EIS

### Assumed Environmental Topics for SEPA Document

**Natural Environment (Earth, Water, Plants and Animals) (TWC):** The SEPA Team will provide thorough and comprehensive review of potential impacts and opportunities related to the natural environment within the identified study area(s). With strong and often first-hand experience working in the ecological systems that span Eastside communities, the SEPA Team will focus identification of mitigation opportunities to those that best serve the ecological functions affected by plan updates using an approach consistent with BAS. The SEPA Team will also explore ways to streamline mitigation activities, through development of an advanced mitigation program, for example. The SEPA Team will also note ways to strengthen the community's connection to the natural environment through interpretive or other educational opportunities.

**Air Quality/Greenhouse Gas (GHG) (Fehr & Peers):** The SEPA Team will use the best available sources of regional and national data to evaluate greenhouse gas emissions. Baseline conditions would be described using the City's Climate Action Implementation Plan and Puget Sound Clean Air Agency's most recent regional inventory. Transportation emissions would be evaluated using VMT and average trip length outputs from the City's travel demand model by alternative. The SEPA Team will work with the City's modeling consultant to post-process the results to account for factors that reduce GHG emissions, such as mixed-use development, higher densities, and greater transit usage. The King County SEPA GHG emissions worksheet will be used to estimate embodied and energy emissions associated with the construction and ongoing operation of land use development.

**Land Use and Socio Economics (BERK):** The SEPA Team will evaluate growth alternatives on compatibility and consistency with state GMA goals, VISION 2050, and elements of the Redmond 2050 Update Vision. The SEPA Team will review the ability of alternatives to meet the City's growth allocations. The SEPA Team will also analyze the potential relative effects of growth alternatives on affordable housing conditions and economic development strategies and job mix. The analysis will be based on the Vision Team existing conditions report related to policies. For the Final EIS, it is assumed the City will develop a policy summary of the proposed draft Comprehensive Plan to support the analysis of the Preferred Alternative.

**Aesthetics (MAKERS):** The SEPA Team will prepare the aesthetics and urban design analysis to address potential changes to physical conditions and views. The SEPA Team will integrate the Vision Team's modeling or typology work. The SEPA Team will illustrate future study area conditions, both from an overview perspective, as well as from the perspective of a street-level pedestrian in particular centers. Locations to be analyzed will be targeted to provide views of important public open spaces, high-traffic corridors, and well-known landmarks based on mutual agreement with the City.

**Transportation (Fehr & Peers):** The SEPA Team will coordinate with the Transportation Modeling and Cost Estimating Team on approach and methodology early on. It is assumed that the TMP Update includes both modeling and operational analysis to a degree appropriate for both the citywide and planned action SEPA evaluation areas, and the SEPA Team will review, interpret, and translate the results into a SEPA-compliant evaluation.

**Public Services (BERK):** Growth under the alternatives will affect a wide variety of public services, including police protection, fire and emergency medical services, parks, and schools. The SEPA Team will evaluate each alternative with regard to the level of demand anticipated for each of these public services based on available system plan and service delivery studies and adopted level of service standards.

#### Assumed Environmental Topics for SEPA Document

**Stormwater (Perteet):** The SEPA Team will analyze impacts and mitigation requirements for surface water and water resource improvements under each alternative while ensuring that public and private stormwater systems are planned, developed, and maintained to prevent flooding, protect water quality, and preserve natural stormwater systems. The City of Redmond's Regional Stormwater facilities are a key component of the City's projected growth that require substantial planning, financing, and permitting ahead of the growth to take advantage the reduced construction, operation, and maintenance costs typically realized with regional facilities

**Water/Sewer (Perteet):** The SEPA Team will analyze each alternative for impacts, mitigation requirements, and public-private funding options for utility improvements for each alternative. The SEPA Team will consider anticipated or needed improvements to accommodate growth and development projections.

## 6.4 Draft EIS

Based on one round of consolidated City comments on the Preliminary Draft EIS, the SEPA Team will prepare a print-check document and a Draft EIS for posting and public review. The SEPA Team will prepare the notice of availability for City publication. The City will publish the Draft EIS.

### 6.4.1 Supplemental Draft EIS

The SEPA Team will prepare a supplemental Draft EIS including a fact sheet, table of contents, draft EIS analysis corrections as needed, description of the preferred alternative, and responses to comments on the first Draft EIS. The Preferred Alternative will include an alternative with a total growth estimate within the range of Draft EIS Alternatives, will incorporate updated capacity information for Downtown and Overlake, and will evaluate policies and codes that are more detailed though similar in concept to the Draft EIS. The SEPA Team will prepare a preliminary supplemental Draft EIS for City review and comment. Based on City comments, the SEPA Team will prepare a public supplemental Draft EIS for public issuance. One round of comments is anticipated. The SEPA Team will prepare the notice of availability for City publication. Approaches to the evaluation are summarized below.

#### Assumed Environmental Topics for SEPA Document

**Natural Environment (Earth, Water, Plants and Animals) (TWC):** Evaluate the Preferred Alternative, review proposed Comprehensive Policies and Draft Code, and develop responses to comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

**Air Quality/Greenhouse Gas (GHG) (Fehr & Peers):** Evaluate the Preferred Alternative, review proposed Comprehensive Policies and Draft Code, respond to Air Quality comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

**Land Use and Socio Economics (BERK):** Evaluate the Preferred Alternative, conduct a consistency review of the proposed Comprehensive Policies and Draft Code with state and regional requirements and policies. Respond to relevant comments.

#### Aesthetics (MAKERS):

**Basic Tasks:** Evaluate the Preferred Alternative qualitatively. Prepare 2-dimensional maps of views similar to Draft EIS map. Demonstrate how Preferred Alternative is similar to the range of Draft EIS Alternatives using

## Assumed Environmental Topics for SEPA Document

existing graphics; no new modeling is anticipated. Respond to relevant comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

Birds eye Illustration: Review Preferred Alternative and code proposals. Prepare a birds eye illustration using SketchUp or similar program to illustrate plan and code concepts.

**Transportation (Fehr & Peers):** Develop the same level of detail evaluation as the Draft EIS for the new Preferred Alternative. Respond to Draft EIS comments. The travel demand modeling and technical analysis would occur under the separate contract with the City. Meets with City staff at up to three sessions (virtual) to develop the mitigation measures and discuss responses to comments are included.

**Public Services (BERK):** Evaluate the Preferred Alternative, including police protection, fire and emergency medical services, parks, and schools. Review proposed Comprehensive Policies and Draft Code and develop responses to comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

**Stormwater (Perteet):** Evaluate the Preferred Alternative and how Preferred Alternative is similar to the range of Draft EIS Alternatives. Respond to relevant comments. Review the Draft Planned Action Ordinance to help refine mitigation measures.

**Water/Sewer (Perteet):** Review utility model results developed by Redmond, develop mitigation measures for the Planned Action Ordinance, and meet with utilities staff (virtually) to vet the evaluation and mitigation approaches (three meetings assumed). Respond to comments on the Draft EIS.

## 6.5 Final EIS

The SEPA Team will prepare the final EIS including responses to comments on the Supplemental Draft EIS. Evaluation of a new preferred alternative is not assumed since it would be addressed in Task 6.4.1. The SEPA Team will prepare a preliminary final EIS for City review and comment. Based on City comments, the SEPA Team will prepare a final EIS for public issuance. One round of comments is anticipated. The SEPA Team will prepare the notice of availability for City publication.

### Deliverables

- § Scoping Notice and Support Scoping Document or SEPA Checklist
- § Document Design and Outline
- § SEPA Document Development: Preliminary, Draft, and Final

## Task 7. Implementation

The SEPA Team will prepare the ordinances that designate amended or new Planned Actions for Overlake, Downtown, and Marymoor Village. The ordinance(s) will address all legal requirements as outlined in WAC 197-11-168. The SEPA Team can also prepare the ordinance establishing the Infill Exemption for other centers consistent with RCW 43.21C.229. The SEPA Team will identify clear growth thresholds and mitigation measures.

The SEPA Team will develop SEPA Ordinance Implementation Plans which could include measurable objectives and monitoring, as well as an administration guide, and planned action application form and

consistency evaluation form. The SEPA Team will also prepare a SEPA implementation memo to support the City in next steps related to SEPA review for future functional plans, SEPA permit facilitation tools and related technical tasks, such as future adoption and addenda or other forms as appropriate.

### *Deliverables*

- § SEPA Ordinances and Implementation Plans
- § SEPA implementation memo for future related actions

## Cost Estimate

Based on the scope of services, a budget has been developed. It provides for focused deliverables and targeted collaboration with the Vision Team and City of Redmond staff per the assumptions of roles on page 1 and in the scope. For example, the Vision Team Leads Engagement Activities, and the City leads Spatial Analysis and a Preferred Alternative Policy Review. Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.

A contingency is included. Prior to the use of the contingency, the City and SEPA Team prime shall agree in writing to the use of the contingency for scope or level of effort not included in Tasks 1 through 7.

## Base Scope and Fee

	BERK	Makers	Pertect	FP	TWC	Total
<b>Task 1 Project Management</b>						
1.1 Project Kickoff	\$0	\$0	\$0	\$0	\$0	\$0
1.2 Bi-weekly Meetings	\$14,031	\$0	\$800	\$840	\$600	\$16,271
1.3 Redmond 2050 Team Coordination Meetings	\$5,200	\$0	\$0	\$0	\$0	\$5,200
1.4 Council and Planning Commission Meetings						
Project Management Plan & Progress Reports	\$3,150	\$0	\$0	\$0	\$0	\$3,150
<b>Subtotal</b>	<b>\$27,581</b>	<b>\$0</b>	<b>\$800</b>	<b>\$840</b>	<b>\$600</b>	<b>\$29,821</b>
<b>Task 2 Existing Conditions Report</b>						
2.1 Environmental Baseline Data Analysis	\$2,890	\$0	\$8,620	\$4,760	\$3,720	\$19,990
2.2 Trends and Best Practices	\$0	\$0	\$0	\$0	\$0	\$0
2.3 Updates to BAS and Recommendations	\$900	\$0	\$0	\$0	\$8,820	\$9,720
2.4 Existing Conditions Report	\$9,680	\$0	\$8,280	\$6,100	\$6,240	\$30,300
<b>Subtotal</b>	<b>\$13,470</b>	<b>\$0</b>	<b>\$16,900</b>	<b>\$10,860</b>	<b>\$18,780</b>	<b>\$60,010</b>
<b>Task 3. Community Engagement</b>						
Community Engagement	\$7,480	\$0	\$0	\$0	\$0	\$7,480
<b>Subtotal</b>	<b>\$7,480</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,480</b>
<b>Task 4. Land Use Alternatives</b>						
Land Use Alternatives	\$4,300	\$0	\$1,600	\$1,680	\$960	\$8,540
<b>Subtotal</b>	<b>\$4,300</b>	<b>\$0</b>	<b>\$1,600</b>	<b>\$1,680</b>	<b>\$960</b>	<b>\$8,540</b>
<b>Task 5. Team Integration</b>						
5.1 Visioning Team Coordination	\$2,600	\$0	\$0	\$0	\$0	\$2,600
5.2 Transportation Modeling and Cost Estimating Coord	\$1,800	\$0	\$0	\$4,000	\$0	\$5,800
<b>Subtotal</b>	<b>\$4,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$8,400</b>
<b>Task 6. SEPA Documents</b>						
6.1 Scoping	\$2,460	\$0	\$0	\$0	\$0	\$2,460
6.2 Document Design and Outline	\$1,610	\$0	\$0	\$0	\$0	\$1,610
6.3 Preliminary Draft EIS	\$35,120	\$3,880	\$11,800	\$17,380	\$6,240	\$74,420
6.4 Draft EIS	\$14,560	\$1,480	\$2,700	\$4,840	\$3,120	\$26,700
6.5 Final EIS	\$20,420	\$1,480	\$4,900	\$6,520	\$3,240	\$36,560
<b>Subtotal</b>	<b>\$74,170</b>	<b>\$6,840</b>	<b>\$19,400</b>	<b>\$28,740</b>	<b>\$12,600</b>	<b>\$141,750</b>
<b>Task 7. Implementation</b>						
Implementation	\$4,840	\$0	\$0	\$1,340	\$0	\$6,180
<b>Subtotal</b>	<b>\$4,840</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,340</b>	<b>\$0</b>	<b>\$6,180</b>
<b>Total Estimated Effort</b>	<b>\$136,241</b>	<b>\$6,840</b>	<b>\$38,700</b>	<b>\$47,460</b>	<b>\$32,940</b>	<b>\$262,181</b>
<b>Project Expenses at ~1% of Project Budget</b>	<b>\$1,400</b>	<b>\$70</b>	<b>\$398</b>	<b>\$488</b>	<b>\$339</b>	<b>\$2,695</b>
<b>Contingency</b>						<b>\$25,130</b>
<b>Total</b>	<b>\$137,642</b>	<b>\$6,910</b>	<b>\$39,098</b>	<b>\$47,948</b>	<b>\$33,279</b>	<b>\$290,006</b>

Amendment 1: Climate Resilience \$125,000

Amendment 2: Supplemental Engagement \$30,000

Sub-Total with Approved Amendments \$445,000

Amendment 3: Supplemental Draft EIS \$31,480 \$25,200 \$14,125 \$25,500 \$6,800 \$103,105

Unallocated Contingency \$16,200

Net Need with Unallocated Contingency \$86,905

Total with Amendment 3 – NEW Not to Exceed Amount \$531,905

REVISED Contract Expiration Date: 3/31/24